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

ORGANIZATION: Select Board
MEETING: X
PUBLIC HEARING:
DATE: April 1, 2019
TIME: 6:30pm

## LOCATION: Town Hall, Select Board Conference Room, 3 Washburn Square, Leicester REQUESTED BY: Kristen L. Forsberg

Agenda packet and associated documents can be found at www.leicesterma.org/bos. This agenda lists all matters anticipated for discussion; some items may be passed over, and other items not listed may be brought up for discussion to the extent permitted by law. Select Board meetings are recorded by LCAC. Any member of the public planning to record the meeting must first notify the Chair. PLEASE SILENCE ALL CELL PHONES DURING THE MEETING

## CALL TO ORDER/OPENING

1. SCHEDULED ITEMS
a. 6:30pm - Devin Kravitz Memorial Race - Request to Use Town Roads
b. $6: 35 \mathrm{pm}$ - Library Expansion \& Renovation Update
c. $6: 45 \mathrm{pm}$ - Cultivate Host Community Agreement

## 2. PUBLIC COMMENT PERIOD

3. REPORTS \& ANNOUNCEMENTS
a. Student Liaison Reports
b. Select Board Reports
c. Iown Administrator Report
4. RESIGNATIONS \& APPOINTMENTS
a. Appointment - Election Workers
b. Appointment - Cheyenne Cusson - Assistant Treasurer/Collector
c. Department Assistant Position - Treasurer/Collector Office
5. OTHER BUSINESS
a. Revote to Expend $\$ 122,000$ from the School Special Education Stabilization Account in FY2d
b. Amendment \#3 - Finegold Alexander Contract - Middle School Feasibility Study
c. Vote Hours for Annual Town Election - June 11, 2019 from 12pm to 8pm - Town Hall Gym
d. Sign Annual Town Meeting Warrant and/or Vote Board Recommendations
e. I Paxton Street Reuse Discussion
6. MINUTES
a. March 18, 2019
b. March 25, 2019
7. EXECUTIVE SESSION
a. Executive Session Minutes
b. Exceptions 3 \& 7 - Discuss strategy with respect to pending litigation in the case of BSI v. Town of Leicester, Civil Action No. 1885CV00985 pursuant to G.L. c. 30A, §21(a)(3) and (7) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007).

Stuart Kravitz
14 Springbrook Rd
Auburn, MA 01501

March 25, 2019
Town of Leicester
3 Washburn Square
Leicester, MA 01524
Dear Sir or Madam:

This is a request to hold the 13th Annual Devin Kravitz Memorial 5K road race in a similar fashion to the first event held in Town 12 years ago.

We, the race committee ask that you to approve the request for the event and inform us of anything we need to do, or anyone we need to contact to make sure the race and the Town both benefit from the event and that no one is unnecessarily inconvenienced.

Date: Saturday, August 31, 2019.
Time: Registration will begin at 8:00 A. M. at the Leicester Senior Center. The race will kick off at 9:00 A.M. The event should wrap up by noon.

Course: The race course will start on at the Leicester Senior Center. It will follow Winslow Avenue, turn left on Main Street, and then left on Manville Street. Runners will turn around on Manville Street and return to the Leicester Senior Center via the same Route.

Again this year event will have a under 10 Kids adventure run/walk event held behind the senior center starting at 10am . Both events should warp up by noon.

This race is an on-going effort to raise awareness and money for the American Heart Association and the Myocarditis Foundation and the race committee would like to hold the event ever year on the same weekend. Those who participated in last year's event encouraged us to continue holding the race on the Saturday of Labor Day weekend. Many feel the date allows more people to participate in the event due to the holiday weekend.

The committee is aware of the interference with the recycling schedule in Town. We ask that the recycling center supports us in our efforts and hands out and posts flyers alerting the public of the event so that drivers can take an alternative route to the center. We would be willing to help the center with that effort.

The Devin Kravitz Memorial 5K is associated with the American Heart Association and the Myocarditis Foundation and will be timed by the Central Mass Striders.

The event's primary goals are to raise awareness about Myocarditis and raise money to find a cure.

Last year the race was the number one new fundraising event for the American Heart Association. It raised more than $\$ 4,000$ for Myocarditis research. Hundreds of people from as far away as Germany have come to the race and gathered in Leicester to run or walk at the event.

This year the Devin Kravitz Memorial 5K is a wrap around event with the American Heart Association. The organization has invited us to be a part of their annual fund raising efforts for heart disease. The first event in this series is in Worcester Saturday, May 7nd at DCR's Quinsigamond State Park.

This race is to not only to honor and remember Devin Kravitz; it's also an effort to make sure no other family has to feel the pain of losing a loved one from this rare disease. Devin was taken from us on October 25, 2006 while he was sleeping. The disease usually attacks otherwise healthy people.
Facts show that up to $20 \%$ of all cases of sudden death in children and young adults are due to myocarditis.

Thank you for your support.
Sincerely,

Stuart Kravitz
Race Director 508-932-9324 www.dk5k.org

| Janet King | Keri Hoenig |
| :--- | :--- |
| Event Coordinator | Volunteer Coordinator |
| 508-735-1466 | $508-847-0063$ |



# Town of Leicester <br> OFFICE OF THE TOWN ADMINISTRATOR 

Town Hall, 3 Washburn Square
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7000 Fax: (508) 892-7070
www.leicesterma.org

March 27, 2019
To: Board of Selectmen, Library Building Committee
From: David Genereux, Town Administrator

## RE: Library Building Project Report

Attached is the February financial report of the Library building project. Please see attached spreadsheets for further information.

Pertinent data follows:

Total design \& construction budget: \$8,810,217
Construction budget: \$6,624,000
Total Change Orders: \$461,257.65
Change order percentage of total budget: 7.12\%
Owner’s Contingency: \$167,033.35
Annual Expenditures
FY 2016: \$50,927.50
FY 2017: \$622,133.38
FY 2018: \$4,352,612.98
FY 2019: \$3,129,055.78
Cumulative: \$8,154,729.64
Project interest received: \$6,333.27
Remaining project budget: \$661,820.63
Less: Retainage \$341,808
Less: Bills in process: 0
Project Balance: \$320,012.63

Please feel free to contact me with any questions or concerns.
town of Leicester
LEICESTER PUBLIC LIBRARY
EXPANSION \& RENOVATION PROJECT

|  | 10/20/2017 | Budget payment | $\begin{gathered} \hline \text { PAYMENTS } \\ \text { FY } 2016 \end{gathered}$ | $\begin{gathered} \hline \text { PAYMENTS } \\ \text { FY } 2017 \end{gathered}$ | $\begin{gathered} \hline \text { PAYMENTS } \\ \text { FY } 2018 \end{gathered}$ | $\begin{aligned} & \hline \text { PAYMENTS } \\ & \text { FY } 2019 \end{aligned}$ | Total Payments | Remaining Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | CONSTRUCTION |  |  |  |  |  |  |  |
| AVAILABLE FUNDING | \$ 8,810,217 | $A, B, C, D$ | 8,810,217.00 | 8,759,891.11 | 8,139,632.39 | 3,789,838.07 | 8,810,217.00 | 661,820.63 |
| i. Other Funding |  |  | 601.61 | 1,874.66 | 2,818.66 | 1,038.34 | 6,333.27 | ----- |
| TOTAL |  |  | 8,810,818.61 | 8,761,765.77 | 8,142,451.05 | 3,790,876.41 | 8,816,550.27 | 661,820.63 |


| ${ }_{\text {AE }}$ | A1. Architect/Engineer (Durland \& Vanvoorhis Architects) | \$ | 600,000 | A, B, C | 46,552.50 | 393,373.75 | 120,000.00 | 34,000.00 | 593,926.25 | 6,073.75 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | A2. Addt'' Services (Architect) | S | 25,000 |  |  | - |  | 25,000.00 | 25,000.00 |  |
|  | Design Contingency | s |  |  |  |  |  |  |  |  |
| OPM | B1. Owner's Project Manager inc Clerk (Lamoureux Pagano \& Associates) | S | 333,870 | A,B,C | 4,375.00 | 95,547.50 | 177,770.00 | 55,657.50 | 333,350.00 | 520.00 |
|  | B2. Addt'' Services (OPM) |  |  |  |  | - |  |  | - | - |
| LPA(1) | Additional Professional services/fees |  |  | A, B, C |  |  |  |  |  |  |
| LPA(1) | C1. Geotech Investigation w/OPM + | s | 6,622 |  | - | 5,632.00 | - | 990.00 | 6,622.00 |  |
| LPA(1) | C2. Haz Mat Inspection \& Design w/OPM + | S | 4,290 |  | - | 4,290.00 |  |  | 4,290.00 |  |
| LPA(1) | C3. Haz Mat removal monitoring w/OPM + | s | 3,762 |  | - |  | 3,311.00 | 451.00 | 3,762.00 |  |
| LPA(1) | C4. Steel/Concrete/Soils testing/budget - Yankee Engineering | S | 14,290 |  | - | 721.00 | 13,156.00 | 412.50 | 14,289.50 |  |
| LPA(1) | C5. Additional projected testing -due to unsuitable soil installation testing | S | 3,834 |  | - | - | 1,831.50 | 2,002.00 | 3,833.50 |  |
| LPA(1) | C6. Ngrid- Backcharge-revised from \$ 37,948 | s | 40,291 |  | - | 40,161.75 | 128.38 |  | 40,290.13 | 0.87 |
| LPA(1) | C7. N -Grid service Removal | S | 794 |  | - | - | 793.50 |  | 793.50 | 0.50 |
| Town | C8. Water connection Fee | S | 13,500 |  | - | - | 13,500.00 | - | 13,500.00 |  |
| LPA(1) | C9. Gas Company Fee | s | - |  | - | - | - |  | - | - |
| LPA(1) | C10. Utility Charges | s | 750 |  |  |  | - | 219.60 | 219.60 | 530.40 |
| LPA(1) | C11. misc. fees expended to the construction start |  |  |  |  | - |  |  |  |  |
| closed | C12. Planning board review-Quinn Engineering - Revised from $\$ 720$ | \$ | 1,695 |  | - | 945.00 |  |  | 945.00 | 750.00 |
| closed | C13. Additional survey cost $8 / 8 / 17$ Land Planning | 5 | 480 |  | - | - | 480.00 |  | 480.00 | - |
| LPA(1) | C14. Abutters landscaping and tree pruning not in contract-Budget | S | 9,405 |  | - |  | 3,900.00 | 5,505.00 | 9,405.00 |  |
|  | C15. Security system - Revised from \$6,651 | \$ | 7,541 |  | - | 6,551.10 | - | 990.00 | 7,541.10 | (0.10) |
| closed | C16. Bidding costs, bid docs on line + advertising Revised from $\$ 4,112$ | s | 4,416 |  | - | 4,415.65 | - | - | 4,415.65 | 0.35 |
|  | 1 |  |  |  |  |  |  |  | --- |  |
| closed | C17. Dumpster fee -cleanout existing building-sheriff's dept - Revised from \$1,037 | \$ | 1,047 |  | - | 1,037.39 | 9.29 |  | 1,046.68 | 0.32 |
|  | C18. Insurance Costs | s | 45,000 |  | - | 39,968.00 | (19,984.00) | 2,144.00 | 22,128.00 | 22,872.00 |
|  | C19. Legal Fees | s | 5,000 |  | - | 1,393.17 | 75.00 |  | 1,468.17 | 3,531.83 |
| closed | C20. Surveyor | s | 6,000 | A, B, C |  | 6,000.00 |  |  | 6,000.00 |  |
|  | C21. Furniture, Fixtures \& Equipment | S | 348,750 | A,B,C, ${ }^{\text {d }}$ | - | - | 94.20 | 8,898.00 | 8,992.20 | 339,757.80 |
| closed | C22. Land Purchase | S | - |  | - | - | - |  | - | - |
|  | C23. Moving and Temp Space | \$ | 75,000 | A, B, C, D | - | 22,097.07 | 2,948.30 | 8,410.33 | 33,455.70 | 41,544.30 |
|  | C24. Borrowing Cost | s |  |  |  |  |  |  |  |  |
|  | C25. Project Contingency Budgeted |  |  | A,B,C, D | - |  |  |  | - |  |
| closed | C26. Value Engineering |  |  |  | - | - |  |  | - |  |
| closed | C27. Independent Review |  |  |  | - | - | - |  | - |  |
|  | Police Detail LWSD Inspection 6/19/18 | s | 200 |  |  |  | 200.00 |  | 200.00 | - |
|  | LWSD Inspection fees 08/28/18 | \$ | 4,570 |  |  |  |  | 4,570.00 | 4,570.00 | - |
|  | Generator Rental | S | 1,820 |  |  |  |  | 1,820.00 | 1,820.00 | - |
|  |  |  |  |  |  |  |  |  |  |  |
|  | Total Non-Construction Costs |  | 1,557,926 |  | 50,927.50 | 622,133.38 | 318,213.17 | 151,069.93 | 1,142,343.98 | 415,582.02 |



# Town of Leicester <br> OFFICE OF THE TOWN ADMINISTRATOR 

Town Hall, 3 Washburn Square
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7000 Fax: (508) 892-7070
www.leicesterma.org

March 14, 2019

To: Select Board
From: David Genereux, Town Administrator

## RE: Town Administrator's report

The following is a report on the general activities of the Town Administrator through March 4, 2019.
Citizen issues: Topics discussed with various citizens
Discussed water/sewer issues with various residents.

## Meetings:

Attended water/sewer meeting. Productive discussion was held; group is currently exploring available options. Goal is to list options; examine them one by one and eliminate any are not viable. Once the non-possible options are eliminated; remaining options will be fully vetted.

Attended Finance Advisory Committee meeting - School budget discussed. I could not stay for the entire meeting but I was told that it was a very good discussion.

Attended site visit at Hillcrest, which was part of the RFP. Three groups where present. Based on the presentation, I anticipate that we will get two to three responses to the RFP.

Attended Leicester Business Association meeting
Attended Library Building Committee meeting - Building Committee is becoming frustrated with the general contractor. Project remains near completion but getting the GC and/or subs to finish remaining work is slow. Committee voted to authorize the February and March payments to the GC, but hold them until we get a schedule of completion and they complete the current list of items due. Architect will be reaching out to them this week.
Furniture is on order and will be delivered over the next 60 days. The elevator is running and training has been completed. The case lighting for the third floor will be delivered within 60 days.

## Activities:

Notice to Proceed Issued for Church Street Bridge - Company will be deploying to site on May 6
$\square$ Finalized annual town meeting warrant
Finalized FY 2020 Budget
$\square$ Completed new lease agreements with Leicester Little League and Leicester Girls Softball to be voted by the Board at next meeting.

Please feel free to contact me with any questions or concerns

## ELECTION WORKERS

Date:

| Name | Title | Hrs | Rate | Amount |
| :---: | :---: | :---: | :---: | :---: |
| Asquith, Kathy | Counter |  | 11.00 | Does not want pay |
| Bergin, Judy | Teller |  | 11.00 | Does not want pay |
| Berthiaume, Judy | Teller |  | 11.00 | - |
| Bisson, Roberta | Teller |  | 11.00 | - |
| Bottis, Donna | Teller |  | 11.00 |  |
| Cherry, Ernestine | Warden |  | 11.00 | - |
| Colby, Linda | Teller |  | 11.00 |  |
| Donahue, Janet | Teller |  | 11.00 | - |
| Dowgielewicz, Ruth | Teller |  | 11.00 | - |
| Eichholz, Mary | Teller |  | 11.00 |  |
| Elizabeth Foley | Teller |  | 11.00 | - |
| Frazier, Amy | Head Clerk |  | 14.00 | - |
| Massouh, Diane | Counter |  | 11.00 | Does not want pay |
| Granville, Linda | Teller |  | 11.00 | - |
| Hammond, Maryanne | Teller |  | 11.00 | Does not want pay |
| Harris, Carolyn | Teller |  | 11.00 |  |
| Hickey, Dorothy | Clerk |  | 12.00 | - |
| Israelian-Fleming, Kathy | Teller |  | 11.00 | - |
| Ivel, Judith | Teller |  | 11.00 | - |
| Jubinville, Lorraine | Teller |  | 11.00 | - |
| Jubinville, Richard | Teller |  | 11.00 | - |
| Kemp, Nancy | Teller |  | 11.00 | - |
| Lareau, Pauline | Clerk |  | 12.00 | - |
| Lawton, George | Teller |  | 11.00 | - |


| Lawton, Kathy | Teller | 11.00 | - |
| :---: | :---: | :---: | :---: |
| Langlois, Lois | Teller | 11.00 | - |
| Menzigian, Mary L. | teller | 11.00 | - |
| Miller, Lisa | teller | 11.00 | - |
| Molinari, Patricia | Teller | 11.00 | - |
| Nichols, Rosemary | Warden | 13.00 | - |
| O'Day, John | Helper | 11.00 | Does not want pay |
| O'Neil, Carole A | Teller | 11.00 | - |
| Paradis, Cynthia | Teller | 11.00 | - |
| Parke, Jan | Teller | 11.00 | - |
| Pike, Kristin | Counter | 11.00 | Does not want pay |
| Pingeton, Regina | Teller | 11.00 | - |
| Pobieglo, Francis | Teller | 11.00 | - |
| Small, Mary | Teller | 11.00 | - |
| Small, Robert | Teller | 11.00 | - |
| Snay, Erica M | Clerk | 12.00 | - |
| Soojian, Rebecca | Teller | 11.00 | - |
| Swett, Rita F | Teller | 11.00 | - |
| Todd, Jane | Clerk | 12.00 | - |
| Varjabedian, Dawn | Warden | 13.00 | - |
| Zajac, Constance | Teller | 11.00 | - |
|  |  |  | - |
| Total: |  |  | - |

## Cheyenne Cusson

March 12, 2019

Melanie Rajaniemi

Treasurer/Collector
Town of Leicester
3 Washburn Square
Leicester, MA 01524

## Dear Melanie Rajaniemi:

I am writing in regards to the Assistant Treasurer/Collector position that was advertised on the Town of Leicester's website. I am the ideal candidate for this position; as I am currently the Assistant Collector and believe if I was given the opportunity in the advertised position that I would be a tremendous asset.

I have been the Assistant Collector in Leicester for about a year and three months and have learned a tremendous amount during that time. In my current position, I already have a great amount of experience in processing payments and refunds for real estate, personal property, and excise bills. In addition to my current position, I have held other positions involved heavily in the customer service environment. I have previously been employed in a high-volume call center that has sharpened my skills with being courteous, prompt, and professional in order to satisfy the customer's needs in a timely manner. Over the course of the past three months, I have been given the opportunity to learn even more such as processing of payroll, balancing employee deductions, submitting monthly payments of health, life, and dental insurance for current, school, and retired employees. My hope for the future is to expand my knowledge and abilities within this department even further.

Thank you for your time and consideration for the position of Assistant Treasurer/Collector. I hope to hear from you soon.

## Sincerely,

## Cheyenne Cusson

## Cheyenne Cusson

## SKILLS and QUALIFICATIONS

- Willing to learn and grow; open to learn from feedback; respectful and considerate
- Professional, flexible, multi-tasking with a friendly demeanor
- Excellent communication skills, both orally and written
- High level of integrity and ability to maintain confidentiality
- Proficient with Microsoft Word and Excel


## PROFESSIONAL EXPERIENCE

## Town of Leicester, Leicester, MA

12/2017-Present
Assistant Collector

- Process payments and refunds of real estate/personal property and excise tax bills
- Assist customers' needs in person, by telephone, mail, and email correspondence
- Process monthly payments of usage fees to pay out to the Town's sewer/water districts

Transcore, Auburn, MA
08/2017-01/2018

## Image Review Clerk

- Recorded information accurately and efficiently into a database
- Operated independently and maintain company standards for data entry timing


## New England Land Survey, North Oxford, MA

03/2016-06/2017

## Administrative Assistant/Assistant Office Manager

- Operated a multi-line phone system for several departments
- Developed new filing and organizational practices to track company progress
- Greeted visitors and determined who they needed to be directed to


## Board of Health, Webster, MA

01/2014-03/2015

## Internship

o Shadowed and assisted the Health Inspector on Food Inspections
o Conducted surveys and analyzed data for community health initiatives
o Developed a community health presentation on tobacco products for students at Webster Middle School


Town of Leicester Office of the Treasurer Collector

3 Washburn Square
Leicester MA 01524-1333
Phone: 508-892-7002
Fax: 508-892-7070

INTERNAL POSTING<br>Treasurer Collector's Office<br>Department Assistant

The Town of Leicester, MA is seeking a qualified individual for a administrative position in the office of the Treasurer Collector. The Department Assistant will work under the general direction of the Treasurer Collector. The position will provide skilled clerical and record keeping support. Responsibilities will include, but are not limited to: collection of all taxes, responding to inquiries from the general public in person, over the phone and via email, balancing daily receipts, keeping accurate records and processing mail. A successful candidate will possess a general knowledge of office procedures, attention to detail, exceptional customer service skills, strong computer skills, and qualify for fidelity bonding. Municipal experience is preferred, but not required. The position is full-time, 38 hours per week. Mon, Wed, Thurs 8AM-5PM and Tues 8AM-7PM. Rate of pay is $\$ 15.24-\$ 17.14$, depending on experience and qualifications. Please submit cover letter and resume via email at hr@leicesterma.org. Open until filled.

Leicester Public Schools
Office of the Superintendent
3 Washburn Square, Leicester, MA 01524
Telephone:(508) 892-7040
Fax: (508) 892-7063
www.leicester.k12.ma.us

To: David Genereux, Town Administrator
From: Cady Maynard, Director of Finance \& Operations
cc: Dr. Marilyn Tencza, Superintendent of Schools
Date: March 13, 2019
Re: Special Education Stabilization Fund Expenses FY2020

In an effort to alleviate the deficit for the FY20 Budget, approximately $\$ 122,000$ is anticipated to be expended from the Special Education Stabilization Account, originally accepted at the Annual Town Meeting on May 2, 2017 for the provisions of MGL Chapter 40, Section 13E. As such, funds will only be utilized for special education out of district tuition costs and transportation expenses.

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

Therefore, at its regularly scheduled meeting on Tuesday, March 12, 2019, the School Committee voted to authorize the use of those funds for FY20 expenditures, and ultimately move forward a request for a subsequent vote of the Select Board.

## ATTACHMENT F

## CONTRACT FOR DESIGNER SERVICES

## AMENDMENT NO. 03

WHEREAS, the Town of Leicester ("Owner") and Finegold Alexander Architects (the "Designer") (Collectively, the "Parties") entered into a contract for Designer Services for the Leicester Middle School (Project No. 201501510015) on January 3, 2019 (the "Contract");

WHEREAS, the parties agreed to Amendment No. 01 to the Contract in the amount of $\$ 17,160$ effective as of February 26, 2019; and

WHEREAS, the parties agreed to Amendment No. 2 to the Contract in the amount of $\$ 23,683$, effective as of February 26, 2019; and

WHEREAS, the parties wish to amend the Contract with Amendment No. 3 as of March 21, 2019;
NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform additional services pursuant to Article 8 of the Contract and as specified in Section 4.11 to provide professional land surveying services, inlcuding topographical survey, site boundary survey, wetlands delineation, site utility survey and professionally stamped documents bearing the seal of a Massachusetts Registered Land Surveyor.

Designer Amendment \#2 Services Breakdown:
Feasibility Study Phase

|  |  |  |  |
| :--- | :---: | :---: | :---: |
| COMPANY NAME | SRBA |  | FERVICES |
| Fuss 7 O'Neil | $0002-0000$ | Professional Surveying Services | $\$ 8,350.00$ |
| Finegold Alexander | $0002-0000$ | $10 \%$ Fee on Additional Services | $\$ 800.00$ |

2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

| Fee for Basic Services | Original Contract | Previous Amendments | Amount of This Amendment | After This Amendment |
| :---: | :---: | :---: | :---: | :---: |
| Feasibility Study Phase | \$174,200 | \$0 | \$0 | \$174,200 |
| Schematic Design Phase | \$325,800 | \$0 | \$0 | \$325,800 |
| FS/SD Environmental \& Site | \$0 | \$40,843 | \$9,150 | \$49,993 |
| Design Development Phase |  |  |  | \$0 |
| Construction Doc Phase |  |  |  | \$0 |
| Bidding Phase |  |  |  | \$0 |
| Construction Phase |  |  |  | \$0 |
| Completion Phase |  |  |  | \$0 |
| GeoTech \& GeoEnv |  |  |  | \$0 |
| Site Survey |  |  |  | \$0 |
| Traffic Studies |  |  |  | \$0 |
| Total Fee | \$500,000 | \$40,843 | \$9,150 | \$549,993 |

3. The Construction Budget shall be as follows:

Original Budget:

Amended Budget:
4. The Project Schedule shall be as follows:

Original Schedule:
Amended Schedule:

The project budget will be established during the Schematic Design phase.
Unchanged

Feasibility Study Complete August 2019 Schematic Design Complete April 2020 Unchanged
5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

## OWNER

Dianna Provencher
(print name)
Chair, Board of Selectman
(print title)

By:
(signature)

Date:

## DESIGNER

| Regan Shields-Ives |
| :--- |
| (print name) |
| Principal-In-Charge |
| (print title) |
| By: $\quad$ Dignature) |

# Finegold Alexander Architects 

# Professional Service Request_03 

March 19, 2019

William Cunniff, CCM, LEED AP, MCPPO
NV5
70 Fargo Street, Suite 800
Boston, MA 02210

Leicester Middle School - Hazardous Materials Inspections
FAA \#: P0078.00

## Authorization is:

| X | Requested |
| :---: | :---: |
|  | Given |
| X | to proceed with Additional Services |
|  | to incur reimbursable expenses |

Scope of Professional Services to be provided:
Hazardous materials inspection services for the existing Leicester Middle School.

## Compensation for Professional Services:

| Fuss \& O'Neill | $=\$ 8,350.00$ |
| :--- | ---: |
| Finegold Alexander Architects mark-up | $=\$ 800.00$ |
| TOTAL | $=\mathbf{\$ 9 , 1 5 0 . 0 0}$ |

## Terms:

Payment is due within 30 days of date of invoice.

Submitted by:
Finegold Alexander Architects Inc


## Authorized by:

Signature Required

## FUSS \& O'NEILL

December 5, 2018

Ms. Regan Shields Ives, AIA, NCARB, LEED AP
Principal
Finegold Alexander Architects
77 North Washington Street
Boston, MA 02114

## RE: Hazardous Building Materials Consulting Services <br> Leicester Middle School - Feasibility Study \& Schematic Design 70 Winslow Avenue, Leicester, MA

Fuss \& O'Neill Reference No. 20181089.A10
Dear Ms. Shields Ives:
Fuss \& O'Neill, Inc. (Fuss \& O'Neill) is pleased to submit this proposal to provide hazardous building materials inspection and schematic design services for the Leicester Middle School located at 70 Winslow Avenue in Leicester, Massachusetts (the "Site"). This proposal was developed for the exclusive use of Finegold Alexander Architects (the "Client").

Our services encompass those needed to implement a successful and timely feasibility study. These services will be provided cost-effectively and in compliance with applicable laws and regulations of the United States Environmental Protection Agency (EPA) and the Commonwealth of Massachusetts Departments of Environmental Protection (MassDEP) and Labor Standards (MADLS).

Our proposal is based on our evaluation of the project requirements and Fuss \& O'Neill's ability to meet those requirements. As specified in this proposal, Fuss \& O'Neill's services will include performing an inspection at the Site for the following:

- Suspect asbestos-containing materials (ACM);
- Lead-based paint (LBP)-coated building components;
- Fluorescent light ballasts;
- Mercury-containing light tubes, switches, and equipment; and
- Suspect polychlorinated biphenyls (PCB)-containing building materials (visual only).

Fuss \& O'Neill has excluded sample collection and analysis of suspect building materials and associated substrates for PCBs. Recent knowledge of PCBs for structures built prior to 1980 has become more prevalent, especially with remediation contractors, waste transporters, and disposal facilities.

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Many property owners/operators have become subject to large changes in schedule, scope, and costs as a result of failure to identify this possible contaminant prior to renovation or demolition. If requested, Fuss \& O’Neill can prepare a separate proposal for this service.

## Project Background

Fuss \& O'Neill understands the Client has requested a hazardous building materials inspection to facilitate a feasibility study and schematic design for the proposed building replacement project to occur at the Site.

We understand the inspection will include visible and accessible materials throughout the building, only.

We understand destructive investigations to access hidden and inaccessible areas will be conducted at the Client's request and authorization, only. Fuss \& O'Neill can apply temporary patches subsequent to sample collection for concealed materials (i.e., ceramic floor tile components, façade, and roofing) at no additional cost. We make no guarantees on such temporary patches. If requested, Fuss \& O’Neill may contract with professional contractors to provide guaranteed patches, at an additional cost.

## Scope of Services

Fuss \& O’Neill proposes to provide the following services:

## A. Hazardous Building Materials Inspection

## 1. Asbestos Inspection

Fuss \& O’Neill will conduct an inspection for suspect ACM at the Site. The inspection will be conducted to meet the EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) definition of a thorough inspection, unless noted otherwise. ACM identification will be based on individual homogenous material sampling groups, separated by color, texture, installation date, building vintage, and construction type.

Fuss \& O'Neill will collect samples of suspect ACM representing each homogenous material type. Samples will be submitted for analysis by Polarized Light Microscopy (PLM) using the approved EPA Method 600/R-93/116 in accordance with accreditation of the National Institute of Standards and Technology (NIST). Non-friable, organically-bound (NOB) materials determined by PLM to be non-asbestos-containing or less than $1 \%$ asbestos shall be confirmed with Transmission Electron Microscopy (TEM) NOB Method.

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NESHAP compliance suggests using Asbestos Hazard Emergency Response Act (AHERA) sampling protocols, even for non-school buildings. Using AHERA sampling protocols, the EPA considers a homogeneous material to be non-asbestos-containing upon receipt of 2 to 7 negative sample analytical results by PLM, depending on material type and quantity. Samples of suspect ACM will be collected in accordance with EPA recommendations and AHERA protocols. The protocols include the following:

- Surfacing Materials, such as plaster and spray-applied fireproofing, will be collected in a randomly distributed manner representing each homogenous area based on the overall quantity as follows:
- Three samples will be collected from each homogenous area that is less than or equal to 1,000 square feet.
- Five samples will be collected from each homogenous area that is greater than 1,000 square feet, but less than or equal to 5,000 square feet.
- Seven samples will be collected from each homogenous area that is greater than 5,000 square feet.
- Thermal System Insulation (TSI), such as pipe, tank, and duct insulations, will be collected in a randomly distributed manner representing each homogenous area. Three bulk samples will be collected from each material and submitted for laboratory analysis. Also, we will collect at least one sample of each different patching material (less than 6 square feet) applied to TSI.
- Miscellaneous Materials, such as floor tile, gaskets, ceiling tiles, construction mastics, etc., will include a minimum of two representative samples collected for each different homogenous material type. Sampling will be conducted in a manner sufficient to determine asbestos content of the homogenous material as determined by the Asbestos Inspector(s).

Fuss \& O'Neill will collect a set of samples of each different suspect material type. Analysis will be stopped upon receipt of the first positive asbestos result of each different suspect material type. If a positive result ( $>1 \%$ asbestos) is not identified using the PLM method, confirmatory analysis using the TEM NOB Method will be performed.

We have included an estimated budget of $\mathbf{2 0 0}$ samples for PLM analysis. We will also perform confirmatory sample analysis of NOB materials using TEM NOB method. We have budgeted 10 samples for TEM NOB analysis. Sample analysis will be at unit rates per sample basis.

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## 2. Testing of Surfaces for Lead-Based Paint

It is our understanding that previous LBP testing has not been performed at the Site. Fuss \& O'Neill recommends conducting a LBP screening utilizing X-Ray Fluorescence (XRF) instrumentation to identify lead paint levels on building components that may require Toxicity Characteristic Leaching Procedure (TCLP) analysis to determine waste disposal options.

This work shall be conducted in consultation with the Commonwealth of Massachusetts Lead Poisoning Prevention and Control Regulations, the Occupational Safety and Health Administration (OSHA) Regulations (29 CFR, Part 1926.62), and the EPA Resource Conservation and Recovery Act Hazardous Waste Regulations (Title 40 CFR, Parts 261 - 266). During this process, a representative will test the various suspect painted surfaces and building components for lead content.

It is necessary to ascertain the lead content of the paints so that contractors will know their responsibilities under OSHA Title 29 CFR, Part 1926.62, Lead Exposure in Construction. The lead content of the painted surfaces, substrates and quantities of lead-coated building components involved can determine if TCLP analysis is required to determine waste disposal options.

## 3. Mercury

Fuss \& O’Neill will prepare an inventory of mercury-containing lamps (i.e., fluorescent tubes and high-intensity discharge [HID] "bulbs"), thermostats, devices, and switches observed at the Site.

## 4. Fluorescent Ballasts

Fuss \& O’Neill will examine typical ballasts, in-place, on existing fluorescent light fixtures for evidence of the "No PCBs" label or for manufacturer's information that can be used to determine the PCB content. If neither of the above avenues rules-out possible PCB content, the ballasts will be assumed to contain PCBs.

## 5. Inventory of Presumed PCB-Containing Building Materials

Fuss \& O'Neill will prepare an inventory of presumed PCB-containing source building materials that would be impacted during proposed renovation/demolition activities. These materials will include those recommended by the EPA (i.e., caulking and glazing compounds).

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## 6. Report Preparation

feasibility
Fuss \& O'Neill anticipates performing the building inspection during the project schematic design phase to identify suspect hazardous building materials associated with the proposed demolition project. We will prepare a summary report that presents the inspection results.

We will provide an opinion of abatement costs for the proposed project.

## B. Schematic Design Development

Fuss \& O'Neill will prepare specification Sections using Uniformat formatting (in accordance with current Massachusetts State Building Authority (MSBA) requirements). We will include Sections to address Asbestos Abatement, LBP Awareness, Presumed PCB Removal and Disposal, and Lighting Ballast \& Mercury Management.

## Project Fees

## A. Hazardous Building Materials Inspection

1. Labor for Field Work, Project Management,

Report Preparation, \& Opinion of Abatement Costs

XRF Analyzer
$\$ 100.00$
2. Sample Analysis (Laboratory Unit Rates):

PLM Analysis (1-week turnaround)
\$2,400.00
Estimate 200 samples @ $\$ 12.00 /$ sample
TEM NOB Analysis (72-hour turnaround)
$\$ 750.00$
Estimate 10 samples @ \$75.00/sample
Quantity may be more or less per "Inspection" above
Task A Estimated Subtotal
\$8,350.00
B. Schematic Design Devalanmant

Uniformat Sections NOT INCLUDED IN THIS
Includes Asbestos Abatent, PROPOSAL REQUEST
posal,

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## Additional Optional Services:

Professional Subcontractors
Cost $+15 \%$

## Terms and Conditions

The attached General Terms and Conditions are an integral part of this agreement. This proposal shall be valid for a period of 180 calendar days from the date of issuance.

## Agreement for Services

If you are in agreement with this proposal and the attached General Terms and Conditions, please indicate by signing the Authorization to Proceed and returning it to our office via email, mail or fax.

## Initiation of Services

Services will commence upon receipt of the signed Authorization to Proceed.

If you should have any questions related to this proposal, please contact me at 617-282-4675, extension 4703 . We look forward to working with you on this project.

Sincerely,


Dustin A. Diedricksen
Associate/Department Manager
DAD/gr
Attachments: Authorization to Proceed General Terms and Conditions

# Authorization to Proceed 

Mr. Dustin Diedricksen<br>Associate/Department Manager<br>Fuss \& O’Neill, Inc.<br>108 Myrtle Street, Suite 502<br>Quincy, MA 02171<br>ddiedricksen@fando.com<br>\section*{RE: Hazardous Building Materials Consulting Services<br><br>Leicester Middle School - Feasibility Study \& Schematic Design<br><br>70 Winslow Avenue, Leicester, MA<br><br>Fuss \& O'Neill Reference No. 20181089.A10}

Dear Mr. Diedricksen:

I hereby authorize Fuss \& O'Neill, Inc. to proceed with the above-referenced project in accordance with the General Terms and Conditions and proposal dated December 5, 2018. I understand that billing will be monthly, payable within thirty (30) days of date of invoice with interest accruing at the rate of $1.5 \%$ per month thereafter. A $15 \%$ administration charge will be added to subcontract services that are billed through Fuss \& O'Neill, Inc. I further understand that Finegold Alexander Architects will be responsible for the reasonable cost of collection.


## GENERAL TERMS AND CONDITIONS

Attached to and incorporated into the Proposal that, as executed, shall serve as an agreement between Finegold Alexander Architects (Client) and Fuss \& O'Neill, Inc. (Consultant) dated December 5, 2018, in respect of the Project described therein.

### 1.0 GENERAL

Consultant shall perform for Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable and which express the intention of the original provisions.

Client shall reimburse Consultant for all costs of modifications and any additional services required to comply with laws, rules or regulations first coming into effect after the signing of this Agreement, charges for which will be based on Consultant's fee schedule at the time the additional services are performed. It is understood that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant will exercise its professional skill and care consistent with the generally accepted standard of care applicable to the geographical locale to provide a work product that complies with such regulations and codes. Consultant does not warrant that all documents issued by it shall comply with said regulations and codes.

### 2.0 MEANING OF TERMS

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached and in which they are incorporated as if they were part of one and the same document.

### 3.0 CLIENT'S RESPONSIBILITIES

Client shall:

- Provide all criteria and complete information as to Client's requirements for the Project,
- Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
- Examine and respond promptly to the Consultant's submissions,
- Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any perceived defect in the work,
- Guarantee access to and make all provisions for the Consultant to enter lawfully upon public and private property,
- As appropriate and required by law, bear responsibility for reporting significant and/or material environmental hazards of contaminated property.

Unless otherwise specifically indicated in writing, Consultant shall be entitled to rely unconditionally and without liability on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage shall not be the responsibility of Consultant.

### 4.0 REUSE OF DOCUMENTS

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular Project and Consultant shall retain ownership and property interests therein whether or not the Project is completed. Client may make and retain copies of such documents for information and reference in connection with the Project, However, such documents are not intended or represented to be suitable for reuse by Client, including extensions of the Project or on any other project;, nor are they to be relied upon by anyone other than Client.

Copies of documents that may be relied upon by Client are limited to printed copies that are signed or sealed by Consultant, or PDF files prepared, issued, and digitally signed and encrypted by the Consultant. Other files in electronic media, including but not limited to CAD or other similar electronic drawings, other electronic media, text, data and graphics files will be made available solely as a convenience and any conclusion or information obtained or derived from such other electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this Project.

Any reuse, modification or disbursement by Client of Consultant's documents to third parties without written consent of Consultant including, but not limited to, any corruption or alteration arising out of the transmission of electronic files or occurring to such electronic files once leaving the custody of Consultant will be at Client's sole risk and without any liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent permitted by law, defend, indemnify and hold Consultant harmless from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse, modification or disbursement.

Any request by Client for Project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and Consultant.

Consultant shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy, as amended from time to time. Consultant shall make such records available to Client for inspection and reproduction upon Client's reasonable request, advance notice and at Client's expense.

### 5.0 OPINIONS OF COST

Unless expressly stipulated in the Proposal, Consultant's services do not include any express or implied endorsement or evaluation of, or comment
upon, the relationship of the Project's development, construction, operational, and maintenance costs to the financial value or viability of the Project.
Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, its means, methods and sequencing, or over competitive bidding or market conditions, Consultant's opinions of probable total project costs and construction cost, if any, are made based solely upon the Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional familiar with the construction industry. Consultant cannot, and does not, guarantee or warrant that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Consultant. If
prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, Client shall employ an independent cost estimator.

### 6.0 SUCCESSORS AND ASSIGNS

6.1 Neither Client nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from retaining such independent professional associates and consultants, as the Consultant may deem appropriate to assist in the performance of services hereunder.
6.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

### 7.0 MEDIATION

Prior to the initiation of litigation in a court of competent jurisdiction, the parties to this

Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the Commonwealth of Massachusetts

### 8.0 PURCHASE ORDERS

In the event Client issues a purchase order or other instrument related to Consultant's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, delete or supersede any of the terms and conditions of this Agreement and these Terms and Conditions incorporated therein. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Consultant shall indicate the purchase order number on the invoices sent to Client.

## $9.0 \quad$ SUBCONSULTANTS

Except as expressly agreed, Client will directly retain other consultants whose services are required in connection with the Project. As a service, Consultant may advise Client with respect to selecting other consultants, and may assist Client in coordinating and monitoring the performance of other consultants as an additional service for which Consultant is entitled to an agreed fee. However, in no event will Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether Consultant retains them directly or as subconsultants, or only coordinates and monitors their work. When Consultant does engage a subconsultant on behalf of Client, the expenses incurred, including rental of special equipment necessary for the work will be billed as they are incurred, subject to an administrative markup of 15 percent, or as specified in the rate table or billing terms in effect at the time the services are provided. By engaging Consultant to perform services, Client agrees to hold Consultant, its directors, officers, employees, and other agents
harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant for which Consultant is not legally liable and which Consultant does not control, except claims for personal injury, death, or personal property damage caused solely by the negligence of Consultant's employees.

### 10.0 INDEMNIFICATION

10.1 Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all damages, including reasonable attorneys' fees, to the extent such damages are caused by the indemnifying party's negligent acts, errors, or omissions, as ultimately adjudicated. In the event damages are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence, as ultimately adjudicated.
10.2 Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants or contaminants encountered or handled in the performance of Consultant's services. In the event that the Consultant or any other party encounters asbestos or toxic materials at the job site which was previously unknown or had not been disclosed to Consultant, or should it become known that certain materials may be present at the job site or any adjacent areas that may affect the performance of the Consultant's services, Consultant shall notify Client and may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until Client retains appropriate specialist consultants to identify, abate and/or remove the asbestos or hazardous or toxic material, and Client warrants to Consultant that the job site is in full compliance with applicable laws and regulations with regard to said substances.
10.3 Neither party shall have liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence; and Client agrees to defend,

[^0]indemnify and hold Consultant harmless with respect to any such claims. Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.
10.4 Consultant and Client agree that should Consultant's services not include construction phase services, Client shall be solely responsible for interpreting any contract documents and observing the work of Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If Client authorizes deviations, recorded or unrecorded, from the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents, representatives and employees harmless from and against claims, losses, damages and expenses including, but not limited to, defense costs and the time expended by Consultant, its employees, agents and representatives, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.
10.5 In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of limitations or statute of repose.

### 11.0 LIMITATION OF LIABILITY

Notwithstanding any other provision of these General Terms and Conditions, to the extent Consultant is adjudicated liable, Consultant's liability to Client for any loss or damage arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including Consultant's professional negligent errors or omissions, shall not exceed the greater of $\$ 50,000$ or the total compensation received by Consultant hereunder, and the Client expressly releases the Consultant from any liability above such amount.

### 12.0 STANDARD OF CARE

All services of Consultant and those for whom it is legally liable will be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Consultant expressly
disclaims any and all other warranties, whether express or implied, with respect to the services rendered hereunder.

### 13.0 CHANGES OR DELAYS

Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute Consultant's estimate to perform the services required to complete the Project as Consultant understands it to be defined, and subject to the accuracy of information provided to the Consultant at that time. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope, timeframe or cost. Consultant will inform Client of such situations so that negotiation of change in scope and adjustment to the time of performance and fees may be accomplished as required. If such change, additional services, or delay in commencement of the project, unanticipated delay in construction of the project or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, regardless of the reason or cause, an equitable adjustment shall be made and the Agreement modified accordingly. No work shall commence until the Parties have mutually agreed upon and memorialized any changes in writing signed by both Parties.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this Agreement, or for delays caused by unpredictable occurrences or force majeure including, but not limited to, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the Agreement to which Consultant is entitled to payment.

### 14.0 PAYMENT

Consultant shall typically invoice Client for services performed under this Agreement on a monthly basis, and Client shall pay Consultant's invoices

[^1]within thirty (30) days of receipt. Payment shall be delivered to: Fuss \& O’Neill, Inc. at 146 Hartford Road, Manchester, CT 06040 or by EFT/ACH transfer to Bank of America, Account \# 385016029253, ABA \#011900254. Client agrees to bring to Consultant's attention in writing any questions regarding Consultant's invoice within ten (10) days of receipt. In the event that Client does not provide Consultant with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to Client. If Client fails to make any payment due Consultant for services, expenses or other charges within thirty (30) days after receipt of Consultant's invoice therefor, the amounts due Consultant will be increased at the rate of one and one half ( $1.5 \%$ ) percent per month from the thirtieth day after the invoice was received and, additionally, Consultant may, after giving a minimum of seven (7) days' written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses and any other charges under this Agreement. Client shall be responsible for the reasonable cost of collection including reasonable attorneys' fees and costs.

### 15.0 TERMINATION

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event either party fails to substantially perform in accordance with the terms of this Agreement, and these incorporated Terms and Conditions, through no fault of the terminating party. In the event of any termination, for whatever reason, Client shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses and termination expenses. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payments are not brought current within seven (7) days of notice of termination.

### 16.0 CONTROLLING LAW

This Agreement is to be governed by the law of the Commonwealth of Massachusetts.

### 17.0 SUBSURFACE INVESTIGATIONS

Client recognizes that special risks occur whenever
engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional which functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at the Site or a distance from it, actual conditions may quickly change. Consultant shall not be liable for such alteration or damage or for damage to, or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to Consultant's attention in writing before exploration commences.

### 18.0 LITIGATION AND ADDITIONAL WORK

In the event Consultant is to prepare for or appear in any litigation on behalf of Client, or is to make investigations of reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid to Consultant, charges for which will be based upon Consultant's fee schedule at the time the additional services are performed.

### 19.0 INSURANCE

Consultant will secure and maintain such insurance as will protect Consultant from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage that may arise from the performance of Consultant's services under this Agreement.

Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by negligent errors or omissions for which Consultant is adjudicated liable, and further subject to the indemnification and limitation of liability provisions contained in this Agreement and the incorporated Terms \& Conditions. Consultant shall request that all of its subcontractors/subconsultants carry insurance of similar types and with similar limits of coverage as required for Consultant.

### 20.0 SALES TAX EXEMPTION CERTIFICATE

Client must provide Consultant a sales tax exemption certificate within fifteen (15) days after the effective date of this Agreement for any exemptions claimed by Client from the sales tax for any services performed or for any tangible personal property purchased under this Agreement. In the event that Client fails to provide Consultant with such an exemption certificate within that time period, Client shall be solely responsible for obtaining a refund for any and all sales tax collected or paid by Consultant in connection with the performance of this Agreement before Client provides Consultant with such exemption certificate, including any sales tax paid by Consultant to subcontractors, engineers, suppliers or any other individual entity.

### 21.0 PERIOD OF SERVICE

Consultant shall proceed with the services under this Agreement promptly and will diligently prosecute the work to completion subject to any delays due to strikes, action of the elements, act of any government, civil disturbances or any other cause beyond the reasonable control of Consultant.

### 22.0 NOTICE REQUIREMENTS

If Client alleges that it has discovered a negligent defect, fault, error, non-compliance or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days of the date it identifies any negligent defect, fault, error, noncompliance or omission in Consultant's services. Notice shall include a detailed description of the nature of the alleged negligent defect, fault, error, non- compliance or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim. Additionally, Client agrees that failure to give such notice from the time it reasonably should have discovered any alleged defect, fault, error, non- compliance or omission in Consultant's services, and failed to give proper notice, shall result in Client's waiver of the claim. All claims against Consultant, whether grounded in contract, tort, or otherwise, shall be brought no later than two (2) years from the date of issuance of the invoice relating to the services giving rise to the claim. Client expressly waives any applicable discovery rule or applicable statute of repose for any services provided under this Agreement.

### 23.0 PROPRIETARY RIGHTS OF CONSULTANT

Client acknowledges that Consultant has developed systems, processes, apparatus, analytical tools and methods which are proprietary to Consultant and
which are used in its business. Such systems, processes, apparatus, analytical tools and methods (including software, patents, copyrights and other intellectual property), and all derivations, enhancements or modifications thereof made by Consultant including those as a result of work performed by Consultant hereunder, shall be and remain the property of Consultant.

### 24.0 PHOTOGRAPHIC/ARTISTIC REPRESENTATIONS

Consultant shall have the right to use photographic and artistic representations of the Project for promotional or professional purposes. Consultant shall make its best effort to exclude proprietary or confidential information. Client agrees to notify Consultant in writing of specific proprietary or confidential information to be excluded.

Town of Leicester, Massachusetts

# Annual Town Meeting Warrant 

Annual Town Meeting - May 7th, 2019 - 7:00PM
"In the Hands of the Voters"

Meeting location:
Town Hall Gymnasium
3 Washburn Square
Leicester, MA 01524
Published March 28, 2019

## Town Rules \& Procedures Review

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

The Town Moderator does not vote, except in cases of a tie vote on the floor.
Town Meetings in Leicester are open only to registered voters.
As members of the town meeting, voters have the right, if they so choose, to present opinions and to ask questions through the moderator in relation to the motion under discussion, and only to the motion under discussion. You have a right to be comfortable with the facts at hand in order to make an informed vote.

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

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

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

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

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

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

Respectfully,
Donald A. Cherry, Jr. - Town Moderator

WORCESTER, SS.
To a Constable in the Town of Leicester,

## GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Leicester qualified to vote in Town Elections and Town Affairs to meet at the Town Hall Gymnasium, 3 Washburn Square, Leicester, MA on Tuesday, the Seventh day of May 2019 at 7:00 PM, then and there to act on the following articles, namely:

## ARTICLE 1 ADJUST FY 2019 BUDGET AND WARRANT ARTICLES

To see if the Town will vote to raise and appropriate, transfer from available funds in the Treasury, transfer from other budget accounts, adjust budgets, or borrow under the provisions of Chapter 44, as amended, such sums of monies as may be necessary to defray expenses and fund various and diverse accounts in the Fiscal Year 2019 operating budget of the Town or take any action thereon.

## PROPOSED MOTION

Imove that the Town vote to transfer the following sums, totaling $\$ 336,748$ from and to the accounts
listed in the table below.
From:

| Employee Benefits <br> 01-914-5110-002 | $\$ 200,000$ |
| :--- | :---: |
| Liability Insurance <br> 01-945-5700-009 | $\$ 3,000$ |
| Vocational Tuition ATM 5/18 Art 9 <br> 01-100-5219-910 | $\$ 40,000$ |
| Overlay Surplus | $\$ 91,748$ |
| PD -2 Radar Trailers ATM 5/18 Art 18 <br> 01-101-5819-018 | $\$ 2,000$ |
| Total | $\$ 336,748$ |

To:

| Reserve Fund <br> $01-130-5700-007$ | $\$ 29,515$ |
| :--- | :---: |
| Town Hall Building Maintenance <br> $01-197-5200-006$ | $\$ 4,500$ |
| Other General Government <br> $01-199-5400-005$ | $\$ 1,300$ |
| Other General Government <br> $01-199-5200-004$ | $\$ 2,200$ |
| Police Salaries |  |
| $01-210-5100-000$ | $\$ 37,621$ |
| Police Expenses | $\$ 2,500$ |
| $01-210-5400-001$ | $\$ 4,504$ |
| Fire Salaries |  |
| $01-220-5100-000$ | $\$ 24,000$ |
| Snow and Ice | $\$ 76,000$ |
| $01-423-5130-000$ | $\$ 20,000$ |
| 01-423-5400-006 | Veteran's Benefits |
| $01-543-5700-007$ |  |


| Library Wages <br> $01-610-5100-000$ | $\$ 3,300$ |
| :--- | :---: |
| Unemployment Compensation <br> $01-913-5110-000$ | $\$ 15,000$ |
| Workers Compensation <br> $01-912-5700-009$ | $\$ 3,000$ |
| High School Roof Project <br> 33-101-5816-005 | $\$ 21,308$ |
| Town Hall Accessibility Improvements <br> $30-101-5816-002$ | $\$ 40,000$ |
| Blighted Building Control <br> $01-100-5200-006$ | $\$ 50,000$ |
| PD - Automated License Plate Reader <br> $01-101-5819-007$ | $\$ 2,000$ |
| Total | $\$ 336,748$ |

## FINANCE ADVISORY BOARD RECOMMENDATION

## SELECT BOARD RECOMMENDATION

## DESCRIPTION

This article would amend the Fiscal Year 2019 (current) operating budget and various existing warrant articles by transferring funds from five (5) current fiscal year accounts that have forecast surpluses to the following accounts:

Reserve Fund: $\$ 29,515$ requested to reimburse the Reserve Fund for transfers made to fund the unemployment budget which went into deficit due to a number of claims.

Town Hall Building Maintenance: $\$ 5,000$ requested for payment of potential utility bills that are currently being reviewed.

Other General Government: $\$ 1,300$ requested for postage meter lease
$\$ 2,200$ requested for increase to the Honeywell service contract
Police Salaries: $\$ 37,621$ requested to pay for the retirement payouts of two former employees.
Police Expenses: $\$ 2,500$ requested to pay for updated parking ticket books.
Fire Salaries: $\$ 4,504$ requested for benefits payout on employee who was injured on duty.
Snow/Ice: $\$ 100,000$ requested to fund the FY 2019 snow and ice deficit.
Veterans Benefits: $\$ 20,000$ requested to cover new veterans claims. These claims are reimbursed at the rate of $75 \%$ by the Commonwealth, but that funding is a general fund revenue.

Library Wages: $\$ 3,300$ requested to pay for updated salaries in accordance with the Class and Comp plan approved by the Select Board last summer.

Unemployment Compensation: $\$ 15,000$ requested to cover ongoing claims which began last July and have drained the budget resulting in two reserve fund transfers totaling $\$ 29,515$.

Workers Compensation: $\$ 3,000$ requested to fund a shortfall due to the payout of various deductibles for unforeseen claims.

High School Roof Project: $\$ 21,308$ requested to cover project costs deemed ineligible for reimbursement by the MSBA.

Town Hall Accessibility: $\$ 40,000$ requested to remove the non-compliant handicap ramp on the west side of the building, to be followed by the reconstruction of the parking lot and to install a swipe card system on the front door of the building.

Blighted Building Control: $\$ 50,000$ requested to remove a condemned town-owned building at 325 Pleasant Street.

PD Automated License Plate Reader: $\$ 2,000$ requested to cover costs associated with the purchase of the new PD automated license plate reader as approved in the FY19 Capital Plan.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote, unless funding is sought from the Stabilization Fund. Transfers from the Stabilization Fund require a $9 / 10^{\text {th }}$ 's vote per Town bylaw.

## ARTICLE 2 CIVIL SERVICE ASSESSMENT FUNDING

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of monies to fund costs associated with administering police civil service promotional activities or take any action thereon.

## PROPOSED MOTION

I move the Town transfer $\$ 20,000$ from Overlay Surplus to fund costs associated with funding police civil service promotional activities.

## FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

## DESCRIPTION

This article seeks funding for the police command position assessments as required by Civil Service.
VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote, unless funding is sought from the Stabilization Fund. Transfers from the Stabilization Fund require a $9 / 10^{\text {th }}$ 's vote per Town bylaw.

## ARTICLE 3 FUNDING IMPROVEMENTS AT TOWN PARKS

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

## PROPOSED MOTION

I move the Town raise and appropriate $\$ 25,000$ to fund improvements at town parks, the application of said funding to be prioritized by the Leicester Highway Department.

FINANCE ADVISORY BOARD RECOMMENDATION
SELECT BOARD RECOMMENDATION

## DESCRIPTION

This article seeks funding for the maintenance of town parks, several of which have fallen into disrepair. It is anticipated that these funds will be used to restore lighting, revitalize fields and repair or replace equipment. The source of this $\$ 25,000$ in funding is the Cultivate Host Community Agreement.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote, unless funding is sought from the Stabilization Fund. Transfers from the Stabilization Fund require a $9 / 10^{\text {th }}$ 's vote per Town bylaw.

## ARTICLE 4 FUNDING ONE HIGHWAY POSITION

To see if the Town will vote to raise and appropriate a sum of monies to fund a Highway Department position, commencing on July 1, 2019, or take any action thereon.

## PROPOSED MOTION

I move the Town vote to raise and appropriate $\$ 50,000$ to fund a Highway Department position. FINANCE ADVISORY BOARD RECOMMENDATION

## SELECT BOARD RECOMMENDATION

## DESCRIPTION

This original purpose of this position was to hire an employee to serve as a point position for existing and new businesses, write grants and undertake community outreach. At this time, it is recommended that the funding be used to add a Highway Department position due to significant understaffing in this department. The source of this $\$ 50,000$ in funding is the Cultivate Host Community Agreement. Funding for the economic development/grant writer position be attempting to fund the economic development on at least a part time basis at the Fall Special Town Meeting.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote, unless funding is sought from the Stabilization Fund. Transfers from the Stabilization Fund require a $9 / 10^{\text {th }}$ 's vote per Town bylaw.

## ARTICLE 5 ELECTED OFFICIALS SALARIES

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

## PROPOSED MOTION

I move the Town vote to set the rate of compensation to pay elected officials for Fiscal Year 2020 as detailed in the May 7, 2019 Spring Annual Town Meeting Warrant.

| FISCAL YEAR 2020 ELECTED OFFICIALS PAY RATES |  |
| :--- | :---: |
| POSITION | PAY RATE |
| TOWN CLERK | $\$ 65,389$ |
| SELECT BOARD - CHAIR | $\$ 882$ |
| SELECT BOARD - MEMBERS (4) each | $\$ 724$ |
| SCHOOL COMMITTEE - CHAIRMAN | $\$ 447$ |
| SCHOOL COMMITTEE - MEMBERS (4) each | $\$ 197$ |
| PLANNING BOARD - CHAIRMAN | $\$ 320$ |
| PLANNING BOARD - MEMBERS (4) each | $\$ 276$ |


| MODERATOR | $\$ 81$ |
| :--- | :---: |
| BOARD OF HEALTH - CHAIRMAN | $\$ 320$ |
| BOARD OF HEALTH - MEMBERS (2) each | $\$ 276$ |
| ASSESSOR - MEMBERS (3) each | $\$ 577$ |
| TOTAL ELECTED SALARIES | $\$ 73,786$ |

## FINANCE ADVISORY BOARD RECOMMENDATION

## SELECTBOARD RECOMMENDATION

## DESCRIPTION

Compensation for elected officials is set by Town Meeting. The proposed FY2020 elected officials pay rate is the same as approved by the voters for FY2019 with the exception of the Town Clerk, whose salary contains a $2 \%$ COLA.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote per M.G.L. Chapter 41, Section 108, unless funding is sought from the Stabilization Fund. Transfers from the Stabilization Fund require a $9 / 10^{\text {th's }}$ s vote per Town bylaw.

## ARTICLE 6 FY 2020 OPERATING BUDGET

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of monies as may be necessary to defray the expenses of Town departments and Town accounts for the Fiscal Year beginning July 1, 2019 and ending on June 30, 2020, as listed in the May 7, 2019 Spring Annual Town Meeting Warrant or take any action thereon.

## PROPOSED MOTION

$I$ move the Town vote to approve the budgets of the Town departments and Town Accounts as printed in the 2019 Annual Town Meeting Warrant for the Fiscal Year beginning July 1, 2019, in the aggregate amount of $\$ 29,343,868$, and to fund this amount from the following sources:

| Transfer from Ambulance Receipts Reserved Account: | $\$ 371,192$ |
| :--- | :---: |
| Transfer from Board of Health Title V Reserve Account Principal: | $\$ 19,944$ |
| Transfer from Conservation Commission NOI Account: | $\$ 3,882$ |
| Transfer from Free Cash: | $\$ 150,000$ |

And the balance of the funds in the remaining sum of $\$ 28,778,850$ shall be raised and appropriated by taxation.

| $\begin{gathered} \text { DEPT } \\ \# \end{gathered}$ | DEPARTMENT NAME | $\begin{gathered} \text { FY2018 } \\ \text { BUDGET } \end{gathered}$ | $\begin{gathered} \text { FY2019 } \\ \text { BUDGET } \end{gathered}$ | FY2020 <br> TOWN <br> ADMIN | \$ CHANGE | $\begin{gathered} \text { \% } \\ \text { CHANGE } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 111 | LEGAL |  |  |  |  |  |
|  | TOTAL | 59,000 | 209,000 | 209,000 | 0 | 0.00\% |
| 114 | MODERATOR |  |  |  |  |  |
|  | TOTAL | 151 | 151 | 151 | 0 | 0.00\% |
| 122 | SELECT BOARD |  |  |  |  |  |
|  | TOTAL | 249,228 | 239,780 | 246,361 | 6,581 | 2.74\% |


| $\begin{gathered} \text { DEPT } \\ \# \\ \hline \end{gathered}$ | DEPARTMENT <br> NAME | $\begin{gathered} \text { FY2018 } \\ \text { BUDGET } \end{gathered}$ | $\begin{gathered} \text { FY2019 } \\ \text { BUDGET } \\ \hline \end{gathered}$ | FY2020 <br> TOWN <br> ADMIN | \$ CHANGE | $\begin{gathered} \% \\ \text { CHANGE } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 130 | RESERVE FUND |  |  |  |  |  |
|  | TOTAL | 50,000 | 50,000 | 50,000 | 0 | 0.00\% |
| 131 | ADVISORY BOARD |  |  |  |  |  |
|  | TOTAL | 1,325 | 1,325 | 1,325 | 0 | 0.00\% |
| 135 | ACCOUNTANT |  |  |  |  |  |
|  | TOTAL | 114,955 | 118,153 | 122,611 | 4,458 | 3.77\% |
| 141 | ASSESSORS |  |  |  |  |  |
|  | TOTAL | 113,136 | 116,964 | 121,745 | 4,781 | 4.09\% |
| 145 | TREASURER/COL LECTOR |  |  |  |  |  |
|  | TOTAL | 160,514 | 165,867 | 163,615 | -2,252 | -1.36\% |
| 147 | TAX TITLE |  |  |  |  |  |
|  | TOTAL | 16,000 | 16,000 | 16,000 | 0 | 0\% |
| 152 | PERSONNEL BD |  |  |  |  |  |
|  | TOTAL | 250 | 250 | 250 | 0 | 0.\% |
| 155 | IT DEPARTMENT |  |  |  |  |  |
|  | TOTAL | 141,620 | 138,560 | 144,560 | 6,000 | 4.33\% |
| 161 | TOWN CLERK |  |  |  |  |  |
|  | TOTAL | 99,955 | 104,699 | 110,491 | 5,822 | 5.56\% |
| 162 | ELECTIONS \& REGISTRATIONS |  |  |  |  |  |
|  | TOTAL | 21,500 | 35,600 | 35,100 | -500 | -1.40\% |
| 180 | DEVELOPMENT \& INSPECT. SVCS |  |  |  |  |  |
|  | TOTAL | 224,640 | 234,787 | 241,930 | 7,143 | 3.04\% |
| 192 | TOWN OWNED BLDG MAINT |  |  |  |  |  |
|  | TOTAL | 15,250 | 8,000 | 38,281 | 30,281 | 378.51\% |
| 197 | TOWN HALL BLDG MAINTENANCE |  |  |  |  |  |
|  | TOTAL | 55,155 | 63,909 | 63,909 | 0 | 0.00\% |
| 198 | TOWN HALL TELEPHONES |  |  |  |  |  |
|  | TOTAL | 6,400 | 6,400 | 6,400 | 0 | 0.00\% |
| 199 | OTHER GENERAL GOV |  |  |  |  |  |
|  | TOTAL | 79,170 | 49,355 | 54,155 | 4,800 | 9.73\% |
| 210 | POLICE DEPT |  |  |  |  |  |
|  | TOTAL | 1,881,427 | 1,963,857 | 1,964,796 | 939 | 0.05\% |
| 220 | FIRE DEPT |  |  |  |  |  |
|  | TOTAL | 305,313 | 305,307 | 305,307 | 0 | 0.00\% |
| 231 | AMBULANCE |  |  |  |  |  |
|  | TOTAL | 424,850 | 440,418 | 440,372 | -46 | -0.01\% |
| 232 | EMERGENCY MANAGEMENT |  |  |  |  |  |
|  | TOTAL | 4,813 | 4,813 | 4,813 | 0.00 | 0.00\% |


| $\begin{gathered} \text { DEPT } \\ \# \\ \hline \end{gathered}$ | DEPARTMENT <br> NAME | FY2018 BUDGET | FY2019 BUDGET | FY2020 <br> TOWN <br> ADMIN | \$ CHANGE | $\begin{gathered} \% \\ \text { CHANGE } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 241 | CODE DEPT |  |  |  |  |  |
|  | TOTAL | 67,267 | 68,879 | 63,690 | -5,189 | -7.53\% |
| 292 | $\begin{gathered} \text { ANIMAL } \\ \text { CONTROL } \end{gathered}$ |  |  |  |  |  |
|  | TOTAL | 33,129 | 33,552 | 33,552 | 0 | 0.00\% |
| 296 | $\begin{gathered} \text { INSECT PEST } \\ \text { CONTROL } \end{gathered}$ |  |  |  |  |  |
|  | TOTAL | 9,770 | 7,850 | 7,850 | 0 | 0.00\% |
| 310 | SCHOOL |  |  |  |  |  |
|  | TOTAL | 16,264,094 | 16,667,839 | 16,881,790 | 213,951 | 1.28\% |
| 420 | HIGHWAY DEPT |  |  |  |  |  |
|  | TOTAL | 697,060 | 743,282 | 751,680 | 8,398 | 1.13\% |
| 423 | SNOW \& ICE |  |  |  |  |  |
|  | TOTAL | 121,000 | 121,000.00 | 121,000.00 | 0 | 0.00\% |
| 424 | STREET LIGHTS |  |  |  |  |  |
|  | TOTAL | 70,000 | 75,000 | 50,335 | -24,665 | -32.89\% |
| 541 | COUNCIL ON <br> AGING |  |  |  |  |  |
|  | TOTAL | 84,418 | 94,122 | 108,280 | 14,158 | 15.04\% |
| 543 | VETERANS SERVICES |  |  |  |  |  |
|  | TOTAL | 97,925 | 92,980 | 92,980 | 0 | 0.00\% |
| 545 | VETERANS GRAVES REG |  |  |  |  |  |
|  | TOTAL | 2,400 | 2,400 | 2,400 | 0 | 0.00\% |
| 610 | PUBLIC LIBRARY |  |  |  |  |  |
|  | TOTAL | 189,000 | 204,306 | 216,629 | 12,323 | 6.03\% |
| 630 | PARKS \& RECREATION |  |  |  |  |  |
|  | TOTAL | 6,450 | 6,450 | 6,450 | 0 | 0.00\% |
| 691 | HISTORICAL COMM |  |  |  |  |  |
|  | TOTAL | 950 | 950 | 950 | 0 | 0.00\% |
| 692 | MEMORIAL DAY COMM |  |  |  |  |  |
|  | TOTAL | 3,000 | 3,000 | 3,000 | 0 | 0.00\% |
| 710 | MATURING DEBT PRINCIPAL |  |  |  |  |  |
|  | TOTAL | 919,485 | 894,532 | 1,139,797 | 245,265 | 27.42\% |
| 751 | MATURING DEBT INTEREST |  |  |  |  |  |
|  | TOTAL | 306,027 | 325,635 | 406,144 | 80,509 | 24.72\% |
| 752753 | TEMPORARY LOAN INTEREST |  |  |  |  |  |
|  | TOTAL | 18,993 | 94,647 | 33,255 | -61,392 | -64.86\% |
|  | BOND ISSUE |  |  |  |  |  |
|  | TOTAL | 0 | 0 | 0 | 0 | 0.00\% |


| $\begin{gathered} \text { DEPT } \\ \# \\ \hline \end{gathered}$ | DEPARTMENT <br> NAME | $\begin{gathered} \text { FY2018 } \\ \text { BUDGET } \end{gathered}$ | $\begin{gathered} \text { FY2019 } \\ \text { BUDGET } \end{gathered}$ | $\begin{gathered} \text { FY2020 } \\ \text { TOWN } \\ \text { ADMIN } \end{gathered}$ | \$ CHANGE | $\begin{gathered} \% \\ \text { CHANGE } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 911 | WORC REG RETIREMENT |  |  |  |  |  |
|  | TOTAL | 1,055,412 | 1,161,643 | 1,314,800 | 153,157 | 13.18\% |
| 912 | WORKER COMPENSATION |  |  |  |  |  |
|  | TOTAL | 197,000 | 216,700 | 227,535 | 10,835 | 5.00\% |
| 913 | UNEMPLOYMENT COMP |  |  |  |  |  |
|  | TOTAL | 66,510 | 66,650 | 141,650 | 75,000 | 112.53\% |
| 914 | EMPLOYEE BENEFITS |  |  |  |  |  |
|  | TOTAL | 3,052,161 | 3,266,089 | 3,288,285 | 22,196 | 0.68\% |
| 945 | BONDING \& INSURANCE |  |  |  |  |  |
|  | TOTAL | 146,200 | 100,586 | 110,645 | 10,059 | 10.00\% |
| Grand Total - All Budgets |  | 27,435,843 | 28,521,258 | 29,343,868 | 822,610 | 2.88\% |

## FINANCE ADVISORY BOARD RECOMMENDATION

## SELECTBOARD RECOMMENDATION

## DESCRIPTION

This is the fiscal year 2020 annual operating budget for municipal and school services. Property tax proposed to be levied is within the allowances of Proposition $2 \frac{1}{2}$. Although the State FY 2020 budget is not set, the Governor's proposed revenue estimates for local aid has been used. This financial plan meets at least the minimum needs of every department and continues to move the Town forward in a sustainable direction. The FY 2020 budget is $2.88 \%$ greater than the FY 2019 budget. Please note the budget allocation below:

| Department | FY 19 Budget | FY 20 Budget | $\$$ Change | $\%$ <br> Change |
| :--- | :---: | :---: | :---: | :---: |
| Municipal Budgets | $\$ 5,726,937$ | $\$ 5,799,968$ | $\$ 73,061$ | $1.28 \%$ |
| School Budget | $\$ 16,667,839$ | $\$ 16,881,790$ | $\$ 213,951$ | $1.28 \%$ |
| Unclassified Budget | $\$ 6,126,482$ | $\$ 6,662,110$ | $\$ 535,628$ | $8.74 \%$ |
| Totals | $\$ 28,521,258$ | $\$ 29,343,868$ | $\$ 822,610$ | $2.88 \%$ |

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote, unless funding is sought from the Stabilization Fund. Transfers from the Stabilization Fund require a $9 / 10^{\text {th }}$ 's vote per Town bylaws.

## ARTICLE 7 VOCATIONAL TUITION

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money as may be necessary to fund the Vocational Tuition expenses for Leicester students for the fiscal year beginning July 1, 2019 or take any action thereon.

## PROPOSED MOTION

I move the Town vote to raise and appropriate $\$ 1,078,000$ for Vocational Tuition expenses for the Fiscal Year beginning July 1, 2019.

FINANCE ADVISORY COMMITTEE RECOMMENDATION

## SELECT BOARD RECOMMENDATION

## DESCRIPTION

Chapter 74 of the Mass General Laws governs vocational technical education programs in public school districts. This article was moved out of the line item budget and into a separate warrant article starting in FY'16. Tracking these costs independently allows for more accurate accounting of the costs associated with Leicester students attending other schools for vocational education.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote, unless funding is sought from the Stabilization Fund. Transfers from the Stabilization Fund require a $9 / 10^{\text {th }}$ 's vote per Town bylaws.

## ARTICLE 8 CENTRAL MASS REGIONAL PLANNING COMMISSION ANNUAL ASSESSMENT

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of monies to fund the FY 2020 assessment from the Central Mass Regional Planning Commission, said assessment to be based on a per capita rate or take any other action thereon.

## PROPOSED MOTION

I move the Town vote to raise and appropriate the sum of $\$ 3,142$ to fund the $F Y 2020$ assessment from the Central Mass Regional Planning Commission, said assessment to be based on a per capita rate of $\$ 0.28637$.

## FINANCE ADVISORY BOARD RECOMMENDATION

## SELECT BOARD RECOMMENDATION

## DESCRIPTION

In accordance with Chapter 40B, Section 7 of the Mass General Laws, the Central Mass Regional Planning Commission requires member municipalities to pay the costs and expenses of the Central Massachusetts Regional Planning District each fiscal year. Leicester is a part of this District. The assessment is based on the population of the Town as it appears in the most recent national census (2010). The payment of this assessment will maintain the Town's services provided by the District.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote

## ARTICLE 9 FY 2020 CABLE PEG ACCESS ENTERPRISE ACCOUNT APPROPRIATION

To see if the Town will vote to appropriate a sum of monies to fund the FY 2020 expenses of the Cable Access Enterprise Fund, as established by the vote under Article 5 of the May 1, 2018 Annual Town Meeting, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F 3/4, said appropriation to be funded by fees received pursuant to the Town's cable licensing agreement, or act on anything relating thereon.

## PROPOSED MOTION

I move that the Town vote to appropriate $\$ 100,000$ to fund the FY 2020 expenses of the Cable Access Enterprise Fund, as established by the vote under Article 5 of the May 1, 2018 Annual Town Meeting, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F 3/4, said appropriation to be funded by funds available in the Cable PEG Access Enterprise Fund pursuant to the Town's cable licensing agreement.

FINANCE ADVISORY BOARD RECOMMENDATION
SELECT BOARD RECOMMENDATION

## DESCRIPTION

The Department of Revenue requires the Town to budget for the funds received through Charter for Cable PEG Access operations. While these funds are exclusively for Cable Access operations, it must be approved by the voters annually at Town Meeting.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote, unless funding is sought from the General Stabilization Fund. Transfers from the General Stabilization Fund requires a $9 / 10^{\text {th's }}$ vote per Town bylaws.

## ARTICLE 10 OTHER POST-EMPLOYMENT BENEFITS TRUST

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of monies to deposit into the Other Post-Employment Benefit (OPEB) Trust or take any action thereon.

## PROPOSED MOTION <br> I move the Town vote to transfer $\$ 35,000$ from Free Cash to deposit into the Other Post Employment Benefit (OPEB) Trust Fund.

## FINANCE ADVISORY BOARD RECOMMENDATION

## SELECT BOARD RECOMMENDATION

## DESCRIPTION

Other Post-Employment Benefits are benefits that an employer pays to an employee once they retire. Like most public-sector employers, the Town of Leicester provides matching funds towards the health insurance premiums of eligible retirees. In recent years, financial oversight entities including bond rating agencies and the Governmental Account Standards Board have required municipalities to perform an actuarial analysis to project the future cost of the benefits that are being offered. Further they have encouraged municipalities to begin setting funding aside to ensure they are able to make these payments in the future.

The most recent actuarial analysis performed for the Town estimates that the Town's current OPEB liability is $\$ 23.8$ million when projected 18 years into the future. By starting to fund this projected obligation now, the Town will be reducing its projected funding requirement. The funds that are being set aside in the trust will only be able to be used to pay for retiree health insurance contributions. These funds will be reflected on the Town's financial balance sheet as an asset that will help offset the liability. The current balance in this fund is $\$ 70,000$.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote, unless funding is sought from the Stabilization Fund. Transfers from the Stabilization Fund require a $9 / 10^{\text {th }}$ 's vote per Town bylaws.

## ARTICLE 11 GROUNDWATER STUDIES AT LANDFILL

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of monies to fund groundwater and other studies at the former landfill site, said funds to be expended by the Select Board, or take any action thereon.

## PROPOSED MOTION

I move the Town vote to transfer $\$ 18,000$ from Free Cash to fund groundwater and other studies at the former landfill site, said funds to be expended by the Highway Department.

FINANCE ADVISORY BOARD RECOMMENDATION

## SELECT BOARD RECOMMENDATION

## DESCRIPTION

The Town is obligated to comply with the Massachusetts Department of Environmental Protection's annual monitoring and testing requirements for the closed landfill. These tasks require routine sampling of groundwater from a series of wells, any required follow up or additional testing based upon the findings and routine readings of landfill gases being produced. The $\$ 18,000$ requested will fund these required activities in Fiscal Year 2020.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote, unless funding is sought from the Stabilization Fund. Transfers from the Stabilization Fund require a $9 / 10^{\text {th }}$ 's vote per Town bylaws.

## ARTICLE 12 POLICE CRUISERS

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

## PROPOSED MOTION

I move the Town vote to transfer $\$ 84,223.00$ from Free Cash to purchase and equip two (2) police vehicles.

## FINANCE ADVISORY BOARD RECOMMENDATION

## SELECT BOARD RECOMMENDATION

## DESCRIPTION

The Police Department utilizes a fleet of ten (10) vehicles to meet the law enforcement needs of the residents of Leicester. This fleet of vehicles includes five (5) frontline marked police cruisers that are used on a daily basis. Funding is being requested to replace the two oldest marked frontline cruisers which will have over 100,000 miles when replaced. The Town has been following a fleet replacement schedule that includes the replacement of one to two cruisers annually to ensure the full use and reliability of the fleet.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote, unless funding is sought from the Stabilization Fund. Transfers from the Stabilization Fund require a $9 / 10{ }^{\text {th's }}$ s vote per Town bylaws.

## ARTICLE 13 FY 2020 CAPITAL IMPROVEMENT PLAN

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of monies to fund the Capital Improvement Plan budget beginning July 1, 2019 and authorize the Select Board to enter into lease purchase agreement(s) for a term of years and to transfer from available funds a sum of money to pay for the initial installments of the lease/purchase agreement(s), or take any action thereon.

## PROPOSED MOTION

I move the Town vote to transfer $\$ 156,081$ from Free Cash to fund the Fiscal Year 2020 Capital Improvement Plan budget to pay for ongoing installments of the two lease/purchase agreements.

| DEPARTMENT | ITEM | AMOUNT |
| :--- | :--- | ---: |
| Fire | Aerial scope Tower Truck Lease/Purchase Payment - Year 3 of 5 | $\$ 115,081$ |
| Highway | Backhoe Lease/Purchase Payment - Year 2 of 3 | $\$ 41,000$ |
|  | Total FY 2020 Capital Lease Payments | $\mathbf{\$ 1 5 6 , 0 8 1}$ |

FINANCE ADVISORY BOARD RECOMMENDATION

## SELECT BOARD RECOMMENDATION

## DESCRIPTION

This article seeks funding from Free Cash to fund two continuing lease/purchase agreements.
VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote, unless funding is sought from the Stabilization Fund. Transfers from the Stabilization Fund require a $9 / 10^{\text {th's }}$ s vote per Town bylaws.

## ARTICLE 14 EXPANSION OF ARTICLE 7 OF THE MAY 2, 2017 SPECIAL TOWN MEETING, ENTITLED "GREENVILLE POND DAM" TO "INSPECTIONS, REPORTING AND/OR GRANT APPLICATION FUNDING FOR TOWN-OWNED DAMS" WITH ADDITIONAL FUNDING

To see if the Town will vote to expand the purpose Article 7 of the May 7, 2017 Special Town Meeting entitled Greenville Pond Dam" from that purpose to "Inspections, Reporting, and/or Grant Application Funding for Town-owned Dams" and raise and appropriate and/or transfer from available funds a sum of monies for this purpose or take any action thereon.

## PROPOSED MOTION

I move to expand the purpose Article 7 of the May 7, 2017 Special Town Meeting entitled Greenville Pond Dam" from that purpose to "Inspections, Reporting, and/or Grant Application Funding for town-owned dams" and transfer from Free Cash the sum of $\$ 6,675$ for this purpose.

## FINANCE ADVISORY COMMITTEE RECOMMENDATION

## DESCRIPTION

The Town owns two dams that require annual inspections and reporting to DCR. Funds are being sought to broaden the purpose of the 2017 article to pay for some these costs, as well as move additional funds from Free Cash to the article. The Greenville Dam article has a balance of $\$ 8,325$. Coupled with the transfer request of $\$ 6,675$ from Free Cash, the end result is a general dam inspection and/or grant application article with funding of $\$ 15,000$.

## FINANCE ADVISORY BOARD RECOMMENDATION

## SELECT BOARD RECOMMENDATION

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote, unless funding is sought from the Stabilization Fund. Transfers from the Stabilization Fund require a $9 / 10^{\text {th }}$ 's vote per Town bylaws.

## ARTICLE 15 TRANSFER FUNDS INTO STABILIZATION

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of monies to the Town Stabilization Fund or take any action thereon.

## PROPOSED MOTION

Move that the Town appropriate and transfer $\$ 88,824$ from Free Cash to the Town Stabilization Fund.

## FINANCE ADVISORY COMMITTEE RECOMMENDATION

## SELECT BOARD RECOMMENDATION

## DESCRIPTION

The Town has a financial policy that calls for $25 \%$ of annual free cash to place into the Stabilization Fund until the fund achieves a balance of $5 \%$ of total revenues. The amount requested for transfer is less than the
$25 \%$ of free cash as stated in the policy but represents a good faith effort to increase the balance in the stabilization fund.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote, unless funding is sought from the Stabilization Fund. Transfers from the Stabilization Fund require a $9 / 10^{\text {th }}$ 's vote per Town bylaws.

## ARTICLE 16 AMENDMENT TO THE DEPARTMENTAL REVOLVING FUNDS BYLAW

To see if the Town will vote amend the Departmental Revolving Funds Bylaw by adding the following proposed new revolving funds to the table listed after paragraph 5 of said bylaw.

| A <br> Revolving <br> Fund | B <br> Department, <br> Board, <br> Committee, <br> Agency or <br> Officer <br> Authorized to <br> Spend from <br> Fund | C <br> Fees, Charges or Other Receipts Credited to Fund | D <br> Program or Activity <br> Expenses Payable <br> from Fund | E <br> Restrictions or <br> Conditions on <br> Expenses <br> Payable from <br> Fund | FOtherRequirements <br> / Reports | G <br> Fiscal Years |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Library Copier | Library | Library fines and fees | Copier lease payments and misc. operating fees | None | None | Fiscal Year 2020 and subsequent years |
| Tree Lighting | Tree Lighting Committee | Donations and other miscellaneous receipts | Activities associated with the annual Leicester tree lighting event | None | None | Fiscal Year 2020 and subsequent years |
| $300^{\text {th }}$ <br> Anniversary | $300^{\text {th }}$ <br> Anniversary | Donations and other miscellaneous receipts | Activities associated with Leicester $300^{\text {th }}$ anniversary events | None | None | Fiscal Year 2020 and subsequent years |
| Agricultural <br> Land <br> Acquisition | Agricultural Commission | Donations and other miscellaneous receipts | Agricultural land acquisitions | None | None | Fiscal Year 2020 and subsequent years |

Or take any other action thereon.

## ARTICLE 17 ESTABLISH REVOLVING FUND ANNUAL SPENDING LIMITS

To see if the Town will vote to set annual spending limits for revolving accounts as detailed in the hands of the voters and as defined by Massachusetts General Laws, Chapter 44, §53E½, for Fiscal Year 2020, or take any action thereon.

## PROPOSED MOTION

I move the Town vote to set annual spending limits for revolving accounts as detailed in the warrant and as defined by Mass General Laws, Chapter 44, § 53E½, for Fiscal Year 2020.

| Revolving Fund | $\underline{S p e n d i n g}$ |
| :--- | :--- |
| Inspectional Services | $\$ 50,000$ |
| Health Clinics | $\$ 5,000$ |
| Senior Center Programs | $\$ 10,000$ |
| Fuel Usage | $\$ 35,000$ |
| Town Hall | $\$ 15,000$ |
| Recycling | $\$ 30,000$ |
| Police Training | $\$ 5,000$ |
| Recreation | $\$ 20,000$ |
| One-to-one Technology | $\$ 25,000$ |
| DIS Fees | $\$ 5,000$ |
| Library Copier | $\$ 5,000$ |
| Tree Lighting | $\$ 20,000$ |
| $300^{\text {th }}$ Anniversary | $\$ 100,000$ |
| Agricultural Land Acquisition | $\$ 100,000$ |

## FINANCE ADVISORY BOARD RECOMMENDATION

## SELECT BOARD RECOMMENDATION

DESCRIPTION
Under MGL Chapter 44, Section $53 \mathrm{E}^{1} / 2$ as amended through the Municipal Modernization Act of 2016, Town Meeting is required to vote on the amount that may be spent from each revolving fund established through the Town's General Bylaws during the upcoming fiscal year prior to July 1st.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote

## ARTICLE 18 BORROWING RESCISSION - HIGHWAY EQUIPMENT

To see if the Town will vote to rescind an outstanding borrowing authorization, in the amount of $\$ 40,000$, which was authorized as part of the $\$ 950,000$ borrowing authorization voted as Article 3 of the October 30, 2018 town meeting; or take any action thereon.

PROPOSED MOTION: Move that the article be voted as written
FINANCE ADVISORY BOARD RECOMMENDATION
SELECT BOARD RECOMMENDATION
DESCRIPTION
An authorization for a debt exclusion of $\$ 950,000$ for 7 pieces of Highway Department equipment was approved by the voters last fall. The equipment has been ordered, at a total cost of $\$ 910,000$. This article requests the leftover authorization be rescinded.

VOTE REQUIRED FOR PASSAGE: Requires a majority vote

## ARTICLE 19 ACCEPTANCE OF MASSACHUSETTS GENERAL LAWS CHAPTER 90, SECTION 20A 1/2

To see if the Town will vote to accept M.G.L. Chapter 90, Section 20A $1 / 2$ in regard to the assessment and collection of parking tickets and fees; or take any action thereon.

PROPOSED MOTION: Move that the article be voted as written
FINANCE ADVISORY BOARD RECOMMENDATION
SELECT BOARD RECOMMENDATION
DESCRIPTION
VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote

## ARTICLE 20 DISPOSITION OF 11 MEMORIAL DRIVE (MEMORIAL SCHOOL), MAP 39, BLOCK A7

To see if the Town will vote to dispose of the fee or any lesser interest in the real property and the improvements thereon used by the Memorial School, located at 11 Memorial Drive, Leicester as shown on Assessor's Map 39, Block A7, containing about 28 acres of land, more or less, with building thereon by auction or solicitation of proposals in accordance with M.G.L. c. 30B, any such disposition to be on such terms and conditions that the Select Board shall deem appropriate, which may include the reservation of easements and restrictions and the grant of rights of access or easements appurtenant to the property; and to authorize the Select Board to take all related actions necessary or appropriate to carry out the purposes of this article; or take any action thereon.

PROPOSED MOTION: Move that the article be voted as written
FINANCE ADVISORY BOARD RECOMMENDATION
SELECTBOARD RECOMMENDATION
DESCRIPTION
VOTE REQUIRED FOR PASSAGE: Requires a two-thirds majority per M.G.L. c. 40, § 15.

## ARTICLE 21 GENERAL BYLAW - PLACEMENT OF SIGNS ON TOWN PROPERTY

To see if the Town will vote to enact the following Town General Bylaw:

## PLACEMENT OF SIGNS ON TOWN PROPERTY

Section 1: Prohibition - No person, group, organization, or company shall post or affix in any manner, any bill, placard, advertisement, or notice, either written or printed, upon any building, sidewalk, curbstone, traffic control signal, litter receptacle, tree, tree belt, fence, or post owned by the Town. In addition, no free standing or mounted bill, placard, advertisement or notice shall be placed upon any real property owned or leased by the Town, or on Town-owned property within or abutting a public way.

Section 2: Removal - Any bill, placard, advertisement, or notice placed upon Town-owned property shall be removed and discarded by the Town.
or take any action thereon.
PROPOSED MOTION: Move that the article be voted as written
FINANCE ADVISORY BOARD RECOMMENDATION
SELECT BOARD RECOMMENDATION

## DESCRIPTION

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote

## ARTICLE 22 <br> GROUND MOUNTED SOLAR ENERGY SYSTEMS BYLAW AMENDMENT

To see if the Town will vote to amend the Leicester Zoning Bylaw Sections 5.14, Ground-Mounted Solar Energy Systems and Section 3.2, Subsection 3.2.05 (Transportation, Communication, Utility) as follows:
A. Amend Section 5.14, Ground-Mounted Solar Energy Systems, subsection 6.8. (Land Clearing, Habitat Protection, and Screening Requirements), by amending subsections A and C as follows:

## A. Land Clearing

Clearing of natural vegetation shall be limited to what is necessary for the construction, operation and maintenance of the solar energy systems or otherwise prescribed by applicable laws, regulations, and bylaws. Vegetation includes all types of vegetation, including trees. Solar energy systems, to the maximum extent feasible, shall be located on previously-disturbed sites that do not require tree clearing. Existing vegetation shall remain in required setback areas, exeept where sueh vegetation would shade the solar energy system. However, in no event shall clearing of existing regetation in setbacks exceed half the required setback width. In the SA district, land clearing shall not exceed sixty $(60 \%)$ of the total lot area. Adequate erosion control measures shall be provided for all proposed land clearing. The Planning Board may require phasing of tree clearing to minimize potential erosion control problems.

## C. Screening/Buffering:

Medium-scale and large-scale ground-mounted solar energy systems shall be screened year_round from all adioning abutting properties in residential use in all zoning districts and from public and private ways in residential districts (SA, R1, and R2). For purposes of this section, abutting properties shall include adjacent properties and properties directly opposite on any public or private street or way. Such screening shall be provided in the required setback areas and where existing vegetation in setbacks is insufficient for year-round screening purposes shall consist of dense vegetative screening, fencing, berms, or other methods to adequately screen the facility, depending on site specific conditions. Landscaping shall be maintained and replaced as necessary by the owner/operator of the solar energy system.
B. Amend the Zoning Bylaw, Section 3.2, Schedule of Use, Subsection 3.2.05 (Transportation, Communication, Utility), as shown below:

| 3.2.05TRANSPORTATION, <br> COMMUNICATION, UTILITY | SA | R1 | R2 | B | CB | I | BI- <br> A | HB-1 <br> $\mathbf{\&}$ <br> HB-2 |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Large-Scale Ground-Mounted Solar Energy <br> Svstem | SP | SP <br> $\mathbf{N}$ | SP <br> $\mathbf{N}$ | SP | N | Y | Y | Y |
| Medium-Scale Ground-Mounted Solar Energy <br> Svstem | SP | N <br> SP | N <br> SP | Y | N | Y | Y | Y |

C. Amend Section 5.14, Ground-Mounted Solar Energy Systems, by inserting a new subsection 6.13:
6.13. The total number of medium and large-scale ground-mounted solar energy systems in Leicester shall be limited to twenty (20). Facilities constructed prior to this bylaw are counted in this total. For the purposes of this bylaw, projects on separate parcels are considered separate projects, even if such parcels are under common ownership.

PROPOSED MOTION: Move that the article be voted as written

## FINANCE ADVISORY BOARD RECOMMENDATION

## SELECT BOARD RECOMMENDATION

## DESCRIPTION

The purpose of this amendment is to make corrective amendments to the Leicester Zoning Bylaw related to Ground-Mounted Solar Energy Systems, and to improve the bylaw to better protect natural resources and abutting property owners.

VOTE REQUIRED FOR PASSAGE: Requires a two-thirds majority per M.G.L. c. 40A, §5.

## ARTICLE: 23 EARTH FILL AND REMOVAL

To see if the T own will amend the Leicester Zoning Bylaw by inserting a new Section 5.16, Earth Filling and Removal, and amending Section 3.2, Subsection 3.2.04 (Industrial), Section 3.30 (BR-1 Zone) and Section 5.3 (Uses Prohibited in all Districts) as follows:

## A. Insert a new Section 5.16, Earth Filling \& Removal, as follows:

## Section 5.16 Earth Filling \& Removal

## A. Purpose

The purpose of this bylaw is to regulate filling of land and earth removal operations to protect of public health, safety and welfare, and to protect the integrity of natural resources in the Town of Leicester.

## B. Definitions:

1. EARTH: This term shall include soil, loam, sand, gravel, clay, peat, rock, or other earth material in solid form.
2. EARTH FILLING OPERATION: the permanent filling of land that involves greater than 1,000 cubic yards of or more of earth and/or fill material per calendar year (January through December)
3. EARTH REMOVAL OPERATION: Any commercial mining, stripping, quarrying, filling, digging or blasting of earth originating from the Town of Leicester and its transportation into or out of the Town of Leicester.
4. FILL MATERIAL: Any geologic, man-made, recycled or processed material including in its entirety or as a proportion containing clay, rock, sand, gravel, peat and sediment. Material meeting the Federal and/or State definition of solid or hazardous waste or as toxic, infectious, radioactive, corrosive, or reactive material is specifically excluded.
5. FILLING OF LAND: The importation, use, redistribution, alteration or movement of earth and or fill material on or within any land area or water body within the Town of Leicester.
6. GRAVEL: Loose fragments of rock or course aggregate resulting from natural disintegration and abrasion of rock or processing of weakly bound conglomerate.
7. LOAM OR TOPSOIL: A soil consisting of a friable mixture of varying proportions of clay, sand, silt, and organic matter.
8. PROCESSING: The sorting or separation of earth into distinct categories based on particle size or type usually through the use of a screening process, not including stone crushing.
9. SILT: Loose sedimentary material with rock particles usually less than $1 / 16 \mathrm{~mm}$ or less in diameter based on the Wentworth scale of measurement.
10. SITE: A distinct portion of contiguous lots, under the same or different ownerships, on which an earth removal and/or fill operation is conducted, or is proposed to be conducted, under the Permit.
11. STONE CRUSHING: The mechanical operation which creates smaller sized stones or stone products from larger sized stones, boulders or particles typically using a crushing plant or similar machinery.
12. SIGNIFICANTLY GREATER CONCENTRATION: The concentration of a substance in earth or fill materials as measured by Federal or State-approved analytical methods, which is one order of magnitude or greater in concentration than the same substance measured in existing, pre-fill earth materials.

## C. Applicability

1. A Special Permit from the Planning Board shall be required for:
a. The filling of land that involves greater than 1,000 cubic yards of or more of earth and/or fill material per calendar year (January through December).
b. Earth removal operation that that involves excavation of more than 1,000 cubic yards of earth material per calendar year (January through December).
2. Contiguous parcels under the same ownership or right of operation shall be considered one location for the purpose of this bylaw.

## D. Exemptions from Special Permit Requirements

1. Earth removal or placement of fill associated with the installation of septic systems, which shall be governed by the Commonwealth of Massachusetts Environmental Code (Title 5, 310 CMR 15.00).
2. Earth removal or the placement of fill associated with the installation of foundations for new buildings and/or building additions, which shall be governed by M.G.L. c. 143 and the Commonwealth of Massachusetts Building Code (780 CMR).
3. Earth removal or the placement of fill associated with grading and/or landscaping in connection with the otherwise lawful construction of new driveways, structures, buildings and/or building additions.
4. Earth removal or the placement of fill associated with the normal use of a cemetery.
5. Earth removal or the placement of fill associated with grading in the course of normal and customary use of land in connection with a bona fide commercial agriculture, aquaculture, silviculture, horticulture, floriculture or viticulture operation that is exempt under MGL c. $40 \mathrm{~A}, \S 3$.
6. Earth removal or the placement of fill, where the operation occurs entirely within an individual parcel or between contiguous parcels under common ownership and where a town-accepted public way is not used
for the transportation of the material.
7. Earth removal or the placement of fill related to a new subdivision road that has been approved by the Planning Board, or by the Zoning Board of Appeals pursuant to M.G.L. c. 40B, where there is already a bond in place with the Town to ensure performance.
8. Earth removal or the placement of fill for the construction, maintenance and repair of fire ponds, existing public roadways or the installation of public utilities and appurtenances.
9. Operations lawfully in existence at the time of adoption of this bylaw to the extent that such operations are protected by MGL c. $40 \mathrm{~A}, \$ 6$.

## E. Prohibited Activities and Uses:

The following activities and uses are prohibited in the Town of Leicester:

1. Use or importation of earth or fill materials whose quality would either meet Federal or State criteria for definition as being toxic, reactive, radioactive, corrosive, explosive, hazardous, infectious, oil-impacted, or as a hazardous or solid waste.
2. Use or importation of earth or fill containing toxic, reactive, corrosive, hazardous, infectious, or solid waste at individual concentrations, or presence by weight or volume, which would render such material a regulated substance or material subject to M.G.L. c 21E or as a Solid Waste as defined in the regulations promulgated by the Massachusetts Department of Environmental Protection as 310 Code of Massachusetts Regulations (CMR) 19.00.
3. Use or importation of earth or fill at any location not otherwise regulated or permitted for acceptance of earth materials containing toxic, reactive, radioactive, corrosive, hazardous, infectious, oil, solid waste, or metals when such fill materials contain concentrations of these substances less than regulatory criteria established for reporting or special handling purposes but with one or more significantly greater concentrations by weight or volume than existing, pre-fill concentrations.
4. Transport of earth or fill materials in a manner which is prone to release the same during transport.
5. Use of earth or fill materials in a manner which renders the fill area structurally unstable, produces uncontrolled leachate or off-gases, creates nuisance conditions, creates uncontrolled storm water run-off, siltation, or visually apparent erosion of fill materials, or where finished fill grading slopes are not properly stabilized.
6. Construction of permanent structures over or adjacent to areas of fill unless the fill material is structurally stable and free of emissions or other hazardous criteria relative to permanent building construction and use.
7. Use of fill material which may cause chemical or physical impact to off- site ground water, surface water, or wetland resource areas without specific Soil Management Plan and field procedures designed to prevent degradation of these natural resources. This prohibited use specifically includes, but is not limited to, fill materials containing nutrient or salt concentrations at significantly greater concentrations than pre-existing soil conditions on the site.

## F. General Standards

1. Earth Filling Operations:
a. Throughout the length of the project, the applicant must identify the point of earth material origin and receiving location for fill material and must document that 1) that the earth material is not otherwise prohibited from use as fill material in accordance with Leicester's Zoning Bylaw and Regulations or other applicable Federal and State standards, regulations, and guidelines; and, 2.) that a Massachusetts Licensed Site Professional (LSP) has compared analytical results of earth materials to existing, pre-fill conditions specific to the location and determined that the concentrations of substances in the earth materials intended for use as fill do not contain significantly greater concentrations than existing, pre-fill conditions for that location. The applicant will facilitate off-site inspections at points of origin for earth materials if requested by the Planning Board or its agents.
b. The LSP shall perform site inspections during the course of the project as specified by the Planning Board to ensure compliance with Leicester's Bylaws and Regulations and shall upon completion of work provide written certification signed and stamped stating that all earth materials used for fill comply with Leicester's Bylaws and Regulations and applicable Federal and State Regulations.
c. Should an applicant or Special Permit holder seek an Administrative Consent Order (ACO) from the Massachusetts Department of Environmental Protection to use or deposit earth or fill materials in the Town, the Town reserves all rights to impose additional requirements upon the applicant or Special Permit holder to assure mitigation of all impacts or effects of the activities undertaken pursuant to such ACO.

## 2. Earth Removal Operations

a. All topsoil and subsoil stripped from operation areas shall be stockpiled, seeded with an erosion control seed mixture, and used in restoring the area.
b. If erosion control structures are utilized, these devices shall be in place and stabilized before excavation can begin in the affected area. These structures shall be inspected and maintained in accordance with the approved plan and the capacity of the structural device.
c. Except for fire ponds, no area shall be excavated so as to cause the accumulation of free-standing water. Drainage shall be provided as needed in accordance with accepted engineering and conservation practices. Measures shall be taken to ensure that silting and sedimentation of nearby streams is not caused by a temporary or permanent drainage systems on site. Drainage shall not lead directly into streams, ponds, abutting properties nor shall drainage from access roads drain directly onto public ways.
d. The active excavation area shall not exceed a total of three (3) acres at any one time. Natural vegetation shall be left and maintained on undisturbed land for screening and noise reduction purposes.
e. Restoration shall be carried on simultaneously with excavation, so that when any three (3) acre operation area has been excavated, at least two (2) acres shall be restored before work commences on the next contiguous three (3) acres.

## G. Financial Security; Inspection of Conditions

1. The applicant shall provide financial surety in the form of a cash deposit or bond, or similar financial surety acceptable to the Planning Board, to insure faithful performance of the work to be undertaken pursuant to the conditions of approval or approval with modifications, and conditioned upon completion of the regulated activity in accordance with the conditions established by the Planning Board at the time of granting of the Special Permit or any subsequent changes of such conditions.
2. The Planning Board may waive or reduce the financial surety requirements, but no such financial surety shall be released, until the applicant has complied with the conditions of approval and this bylaw. The Planning Board shall act on a requested release of the financial surety within sixty-five (65) days of submission of the applicant for such release.

## H. Special Permit Procedures

1. The Planning Board may adopt and periodically amend its Special Permit Regulations for the implementation of this Bylaw. Such Regulations may set forth performance standards for earth removal and fill operations, impose filing and consultant fees, define additional terms not inconsistent with the Bylaw, and establish administrative procedures. Failure by the Planning Board to adopt such rules and regulations or a legal declaration of their invalidity by a court of law shall not act to suspend or invalidate the effect of this Bylaw.
2. Any person wishing to obtain a Special Permit under this Section shall file a completed application for a Special Permit together with any required supporting data, maps, and the filing fee in accordance with the Planning Board's Special Permit Regulations and Fee Regulations.
3. Any Permit issued is non-transferable and shall automatically expire upon completion of the earth removal
or fill project for which it was issued or at such time as may be specified in said Special Permit. In no case shall a Special Permit be issued initially for a period longer than three years. A Special Permit may be renewed for up to two years or lesser time as determined by the Planning Board after evidence is presented that all conditions of the expiring Special Permit have been complied with and the work has been performed in good faith. There is no limit on the number of Permit renewals an Applicant can apply for. A public hearing may be required by the Planning Board, at its discretion, for renewal of Special Permits.
4. The applicant shall pay reasonable fees for independent inspection to assess adherence to the Planning Board's special permit conditions in accordance with the Planning Board's Special Permit Regulations and Fee Regulations. Said fee shall be deposited into a Revolving Fund Account pursuant to M.G.L. c. 40, §53G.

## I. Special Permit Criteria for Earth Removal \& Fill Operations

1. The Planning Board shall use the general standards for Special Permit Approval contained in the Planning Board Special Permit Regulations, any district-specific special permit requirements, and the additional standards contained herein
2. Permits for earth removal and/or fill operations shall be granted by the Planning Board only upon its written determination that the proposed use shall not cause substantial detriment to the neighborhood, or the Town, considering the characteristics of the site and the proposal in relation to the site and surrounding environment. In addition to any specific factors that may be set forth elsewhere in this Bylaw and its associated Regulations, such determination shall include consideration of each of the following:
a. Impacts on the natural environment
b. Traffic flow and safety, including loading and unloading; and
c. Management of stormwater
3. No Special Permit shall be issued for the removal of earth or the placement of fill in any location if such an operation will:
a. endanger the public safety, public health or constitute a nuisance; or
b. produce noise, dust, or other noxious effects observable at the lot lines of the property in amounts objectionable or detrimental to the normal use of adjacent properties; or
c. result in the transportation of materials in such manner as to cause traffic congestion, dust, spillage, noise, or other nuisances or hazards, particularly on residential streets; or
d. result in the transportation over ways which will be unduly injured thereby; or
e. cause irreparable harm to or loss of important wildlife, wildlife habitat or rare plant species indigenous to the area; or
f. result in stormwater damage to abutting properties.

## J. Conditions of Special Permit

The Planning Board may impose reasonable conditions on any special permit granted under this bylaw for earth filling or earth removal operations, including but not limited to the following:

1. Limitations on the size, number, and maximum weight of trucks that may access the property in any 24hour period as well as routes of travel
2. Requirements for site security procedures
3. Limitations on hours of operation
4. Requirements for regular access to the Town of Leicester or its agents for the purpose of inspection of records or field conditions, and enforcement of this Bylaw
5. Implementation of erosion and sedimentation control measures to prevent material from moving offsite or into wetland or water resource areas
6. Limitations on slope
7. Requirements for ongoing monitoring by licensed professionals at the Applicant's expense to document full conformance with this bylaw and any conditions of approval.
8. Requirements for site stabilization and restoration

## K. Violations and Enforcement

1. The Planning Board or its authorized agent shall enforce this Bylaw, its regulations, and the requirements and conditions of Permits issued thereunder, and may pursue civil and criminal remedies for violations of the same including but not limited to fines per Zoning Bylaw 6.5 (Penalty).
2. The Building Inspector or other authorized agent of the Planning Board is authorized to conduct inspections on behalf of the Planning Board. To the extent permitted by law, or if authorized by the owner, operator, or other person in control of the site, the Building Inspector or other agent of the Planning Board may enter on the site to conduct inspections.
3. The Building Inspector or other authorized agent of the Planning Board may issue such orders as are deemed necessary to stop violations and ensure compliance with this Bylaw, its regulations, and Permits, including an order to cease and desist operations.
4. If the violator holds a Special Permit issued under this Bylaw, the Planning Board may without prior hearing order that the violator cease and desist from violations of this bylaw and/or conditions of the Special Permit, or may suspend or revoke the Special Permit after a public hearing, at which point all operations shall cease until such time as the necessary measures are taken to assure compliance with this Bylaw and a new Permit is issued.

## L. Change of Conditions

1. Any change in the activities not included in, or contemplated by, the Special Permit application or approved pursuant to a modification to a Special Permit shall be brought to the attention of the Planning Board or its agents prior to, or immediately following, such change in activities.
2. This notice shall be in writing and include specific actions recommended by the applicant to correct or to demonstrate compliance with the Special Permit and this bylaw. All operations shall be suspended within one operation day following such occurrence and remain suspended until the Planning Board or its agents have reviewed and amended the Special Permit with the applicants recommended change(s). Nothing herewith shall be interpreted to require acceptance of changed conditions or recommended corrective actions by the Planning Board.
B. Amend the Zoning Bylaw, Section 3.2, Schedule of Use, Subsection 3.2.04 (Industrial), as shown below:

| 3.2.04 | INDUSTRIAL | SA | R1 | R2 | B | CB | I | BI-A | $\begin{gathered} \hline \text { HB-1 } \\ \& \\ \text { HB-2 } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 4. | Earth Removal Operation (See Section 5.16) Gravel, sand or stone removal for commercial venture. | SP | SP | SP | SP | N | SP | SP | N |
| 5. | Earth Filling Operation (See Section 5.16) | SP | SP | SP | SP | SP | SP | SP | SP |

[^2]nnoo. Brewery, Distillery, Winery by special permit
pp. Earth Removal Operation or Earth Filling Operation by special permit from the Planning Board (See Section 5.16)

## D. Amend Section 5.3, Uses Prohibited in All Districts, subsection 5.3.01, as follow:

5.3.01 Dumping of other than clean fill. Dumping of refuse, contaminated or combustible materials except as a municipal function. See definition of Clean Fill (Section 1.3) and Section 5.16 (Earth Filling \& Removal).
5.3.04 The stripping and removal of topsoil for use outside of the Town of Leicester boundaries. See Section 5.16 (Earth Filling \& Removal)

PROPOSED MOTION: Move that the article be voted as written.
FINANCE ADVISORY BOARD RECOMMENDATION
SELECT BOARD RECOMMENDATION

## DESCRIPTION

Currently, there are no standards or procedural requirements for importation of fill or commercial earth removal operations. These amendments establish permitting requirements and reasonable regulations for earth fill and removal operations.

VOTE REQUIRED FOR PASSAGE: Requires a two-thirds majority per M.G.L. c. 40A, §5.

## ARTICLE 24: MARIJUANA CULTIVATION (Clarification of the greenhouse issue)

To see if the Town will vote to amend the Leicester Zoning Bylaw Section 5.15, Medical Marijuana Treatment Center and Marijuana Establishments, Subsection 5.15 .02 (Standards) by amending paragraph A and inserting new paragraph J as follows:

### 5.15.02 STANDARDS:

A. General

All aspects of a Medical Marijuana Treatment Center or Marijuana Establishment must take place at a fixed location within a fully enclosed building with opaque walls and shall not be visible from the exterior of the busines building. (Greenhouses with transparent or translucent walls are prohibited; glass or other transparent roofs are allowed. See related subsection J., Lighting). No outside storage of marijuana, related supplies, or educational materials is permitted. Medical Marijuana Treatment Centers and Marijuana Establishments are not permitted as a home occupation. Site Plan Review is required for all Medical Marijuana Treatment Centers and Marijuana Establishments, including when the facility will reuse an existing structure.

## J. Lighting

Lighting shall not extend beyond property lines. Artificial lighting from within the building(s) shall not create light pollution.
PROPOSED MOTION: Move that the article be voted as written
FINANCE ADVISORY BOARD RECOMMENDATION
SELECT BOARD RECOMMENDATION

## DESCRIPTION

The purpose of this amendment is to clarify that marijuana establishments, including cultivation, are allowed only in fully enclosed buildings with opaque sides.

VOTE REQUIRED FOR PASSAGE: Requires a two-thirds majority per M.G.L. c. 40A, §5.

TOWN OF LEICESTER<br>ANNUAL TOWN MEETING<br>May 7 ${ }^{\text {th }}, 2019$

And you are hereby directed to serve this Annual Town Meeting Warrant by posting an attested copy in at least one public place in each precinct of the Town, on the Town Clerk's bulletin board, and on the bulletin board in the front entry of the Town Hall, and also by serving a copy of said Warrant to the Moderator and the Town Clerk, not less than fourteen (14) days before the $7^{\text {th }}$ day of May 2019

## Given under our hand and seal of the Town on this $1^{\text {st }}$ day of April 2019

Respectfully submitted, Leicester Select Board

## Chair

Date: $\qquad$

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

Precinct 1. Leicester Post Office,
Precinct 2. Redemption Center/Jan's Beer Mart,
Precinct 3. Post Office in Rochdale,
Precinct 4. Leicester Country Bank for Savings;
and on the Town Clerk's bulletin board, in the front entry of the Town Hall, with the Moderator, and with the Town Clerk, not less than fourteen days before the $7^{\text {th }}$ day of May 2019

# Town of Leicester <br> OFFICE OF THE TOWN ADMINISTRATOR 

Town Hall, 3 Washburn Square
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7000 Fax: (508) 892-7070

March 06, 2019

| TO: | Department Heads <br> Board/Committee Chairpersons |
| :--- | :--- |
| CC: | Dr. Marilyn Tencza <br> Superintendent of Schools |
| FROM: | David Genereux <br> Town Administrator |
| Re: | Fiscal Year 2020 Budget Updated |

The final version of the FY 2020 budget is attached. Please advised that there are four changes overall:

1) To the FY 2020 budget: $\$ 75,000$ moved from the Employee Benefits budget (\#914) to the Unemployment budget (\#913)
2) From Free Cash: $\$ 97,134$ to Snow and Ice (\#423). This is the remaining available FY 2018 Free Cash. Please see Attachment \#4 in the budget document for all proposed uses of the FY 2018 Free Cash

## Areas of Concern:

- Legal - Despite the addition of $\$ 150,000$ in Free Cash, attorney's fees and other costs relative to the BSI lawsuit could result in budget overages.
- Street Lights - A significant reduction to this budget was made based on projected savings from switching to LED streetlights this spring. This will require monitoring throughout the year. Additional funding may be required.
- Veterans Agent - Veteran’s Benefits were level funded in FY 2020; however, the FY 2019 veteran's budget is trending higher than forecasted. This budget will likely require an increase at the Fall Town Meeting.
- Schools - The recommended budget appropriation will result in the closure of Memorial School and a reduction in staff.

Please contact me with any questions.

TOWN OF LEICESTER, MASSACHUSETTS OPERATING BUDGET ANALYSIS \& FORECAST


[^3]| DEPT \# | DEPARTMENT NAME | FY2018 Budget | FY 2019 Budget | FY 2020 Initial | FY 2020 Supplemental | FY 2020 Town Administrator | \$ Change | \% Change |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 111 | LEGAL |  |  |  |  |  |  |  |
|  | EXPENSES | 59,000 | 209,000 | 209,000 | 0 | 209,000 | 0 | 0.00\% |
|  | TOTAL | 59,000 | 209,000 | 209,000 | 0 | 209,000 | 0 | 0.00\% |
| 114 | MODERATOR |  |  |  |  |  |  |  |
|  | PERSONNEL | 81 | 81 | 81 | 0 | 81 | 0 | 0.00\% |
|  | EXPENSES | 70 | 70 | 70 | 0 | 70 | 0 | 0.00\% |
|  | TOTAL | 151 | 151 | 151 | 0 | 151 | 0 | 0.00\% |
| 122 | SELECTMEN |  |  |  |  |  |  |  |
|  | PERSONNEL | 206,978 | 195,381 | 198,956 | 0 | 205,562 | 10,181 | 5.21\% |
|  | EXPENSES | 42,250 | 44,399 | 44,399 | 0 | 40,799 | -3,600 | -8.11\% |
|  | TOTAL | 249,228 | 239,780 | 243,355 | 0 | 246,361 | 6,581 | 2.74\% |
| 130 | RESERVE FUND |  |  |  |  |  |  |  |
|  | EXPENSES | 50,000 | 50,000 | 50,000 | 0 | 50,000 | 0 | 0.00\% |
|  | TOTAL | 50,000 | 50,000 | 50,000 | 0 | 50,000 | 0 | 0.00\% |
| 131 | ADVISORY BOARD |  |  |  |  |  |  |  |
|  | EXPENSES | 1,325 | 1,325 | 1,325 | 0 | 1,325 | 0 | 0.00\% |
|  | TOTAL | 1,325 | 1,325 | 1,325 | 0 | 1,325 | 0 | 0.00\% |
| 135 | TOWN ACCOUNTANT |  |  |  |  |  |  |  |
|  | PERSONNEL | 87,380 | 90,578 | 93,565 | 8,485 | 94,036 | 3,458 | 3.82\% |
|  | EXPENSES | 27,575 | 27,575 | 27,575 | 0 | 28,575 | 1,000 | 3.63\% |
|  | TOTAL | 114,955 | 118,153 | 121,140 | 8,485 | 122,611 | 4,458 | 3.77\% |
| 141 | ASSESSORS |  |  |  |  |  |  |  |
|  | PERSONNEL | 105,896 | 109,724 | 113,226 | 0 | 114,505 | 4,781 | 4.36\% |
|  | EXPENSES | 7,240 | 7,240 | 7,240 | 0 | 7,240 | 0 | 0.00\% |
|  | TOTAL | 113,136.12 | 116,964 | 120,466 | 0 | 121,745 | 4,781 | 4.09\% |
| 145 | TREASURER/COLLECTOR |  |  |  |  |  |  |  |
|  | PERSONNEL | 136,719 | 142,072 | 135,955 | 0 | 139,820 | -2,252 | -1.59\% |
|  | EXPENSES | 23,795 | 23,795 | 22,421 | 0 | 23,795 | 0 | 0.00\% |
|  | TOTAL | 160,514 | 165,867 | 158,376 | 0 | 163,615 | -2,252 | -1.36\% |
| 147 | TAX TITLE |  |  |  |  |  |  |  |
|  | EXPENSES | 16,000 | 16,000 | 16,000 | 0 | 16,000 | 0 | 0.00\% |
|  | TOTAL | 16,000 | 16,000 | 16,000 | 0 | 16,000 | 0 | 0.00\% |
| 152 | PERSONNEL BOARD |  |  |  |  |  |  |  |
|  | EXPENSES | 250 | 250 | 250 | 0 | 250 | 0 | 0.00\% |
|  | TOTAL | 250 | 250 | 250 | 0 | 250 | 0 | 0.00\% |
| 155 | IT DEPARTMENT |  |  |  |  |  |  |  |
|  | EXPENSES | 141,620 | 138,560 | 138,560 | 6,000 | 144,560 | 6,000 | 4.33\% |
|  | TOTAL | 141,620 | 138,560 | 138,560 | 6,000 | 144,560 | 6,000 | 4.33\% |
| 161 | TOWN CLERK |  |  |  |  |  |  |  |
|  | PERSONNEL | 96,305 | 101,024 | 106,603 | 0 | 106,846 | 5,822 | 5.76\% |
|  | EXPENSES | 3,650 | 3,645 | 3,645 | 0 | 3,645 | 0 | 0.00\% |
|  | TOTAL | 99,955 | 104,669 | 110,248 | 0 | 110,491 | 5,822 | 5.56\% |
| 162 | ELECTIONS \& REGISTRATIONS |  |  |  |  |  |  |  |
|  | PERSONNEL | 10,000 | 22,000 | 10,000 | 11,000 | 22,000 | 0 | 0.00\% |
|  | EXPENSES | 11,500 | 13,600 | 11,500 | 5,500 | 13,100 | -500 | -3.68\% |
|  | TOTAL | 21,500 | 35,600 | 21,500 | 16,500 | 35,100 | -500 | -1.40\% |
| 180 | DEVELOPMENT \& INSPECT. SV |  |  |  |  |  |  |  |
|  | PERSONNEL | 148,790 | 155,937 | 160,171 | 0 | 167,326 | 11,389 | 7.30\% |
|  | EXPENSES | 78,850 | 78,850 | 78,850 | 33,000 | 74,604 | -4,246 | -5.38\% |
|  | TOTAL | 227,640.42 | 234,787 | 239,021 | 33,000 | 241,930 | 7,143 | 3.04\% |
| 192 | TOWN OWNED BLDG MAINT |  |  |  |  |  |  |  |
|  | EXPENSES | 15,250 | 8,000 | 38,281 | 0 | 38,281 | 30,281 | 378.51\% |
|  | TOTAL | 15,250 | 8,000 | 38,281 | 0 | 38,281 | 30,281 | 378.51\% |
| 197 | TOWN HALL BLDG MAINT |  |  |  |  |  |  |  |
|  | EXPENSES | 55,155 | 63,909 | 63,909 | 0 | 63,909 | 0 | 0.00\% |
|  | TOTAL | 55,155 | 63,909 | 63,909 | 0 | 63,909 | 0 | 0.00\% |
| 198 | TOWN HALL TELEPHONES |  |  |  |  |  |  |  |
|  | EXPENSES | 6,400 | 6,400 | 6,400 | 0 | 6,400 | 0 | 0.00\% |
|  | TOTAL | 6,400 | 6,400 | 6,400 | 0 | 6,400 | 0 | 0.00\% |
| 199 | OTHER - GENERAL GOV |  |  |  |  |  |  |  |
|  | PERSONNEL | 39,232 | 0 | 0 | 0 | 0 | 0 | 0.00\% |
|  | EXPENSES | 39,938 | 49,355 | 49,355 | 4,800 | 54,155 | 4,800 | 9.73\% |
|  | TOTAL | 79,169.94 | 49,355 | 49,355 | 4,800 | 54,155 | 4,800 | 9.73\% |
| 210 | POLICE DEPT |  |  |  |  |  |  |  |
|  | PERSONNEL | 1,593,362 | 1,701,652 | 1,701,652 | 131,735 | 1,702,591 | 939 | 0.06\% |
|  | EXPENSES | 288,065 | 262,205 | 262,205 | 6,065 | 262,205 | 0 | 0.00\% |
|  | TOTAL | 1,881,427 | 1,963,857 | 1,963,857 | 137,800 | 1,964,796 | 939 | 0.05\% |
| 220 | FIRE DEPT |  |  |  |  |  |  |  |
|  | PERSONNEL | 170,293 | 170,287 | 170,287 | 0 | 170,287 | 0 | 0.00\% |
|  | EXPENSES | 135,020 | 135,020 | 135,020 | 3,600 | 135,020 | 0 | 0.00\% |
|  | TOTAL | 305,313 | 305,307 | 305,307 | 3,600 | 305,307 | 0 | 0.00\% |


| DEPT \# | DEPARTMENT NAME | FY2018 Budget | FY 2019 Budget | FY 2020 Initial | FY 2020 Supplemental | FY 2020 Town Administrator | \$ Change | \% Change |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 231 | AMBULANCE DEPT |  |  |  |  |  |  |  |
|  | PERSONNEL | 348,000 | 351,568 | 351,568 | 0 | 352,738 | 1,170 | 0.33\% |
|  | EXPENSES | 76,850 | 88,850 | 88,850 | 0 | 87,634 | -1,216 | -1.37\% |
|  | TOTAL | 424,850 | 440,418 | 440,418 | 0 | 440,372 | -46 | -0.01\% |
| 232 | EMERGENCY MANAGEMENT |  |  |  |  |  |  |  |
|  | PERSONNEL | 3,813 | 3,813 | 3,813 | 0 | 3,813 | 0 | 0.00\% |
|  | EXPENSES | 1,000 | 1,000 | 1,000 | 0 | 1,000 | 0 | 0.00\% |
|  | TOTAL | 4,813 | 4,813 | 4,813 | 0 | 4,813 | 0 | 0.00\% |
| 241 | CODE DEPT |  |  |  |  |  |  |  |
|  | PERSONNEL | 57,589 | 60,241 | 60,241 | 0 | 55,052 | -5,189 | -8.61\% |
|  | EXPENSES | 9,678 | 8,638 | 8,638 | 0 | 8,638 | 0 | 0.00\% |
|  | TOTAL | 67,267 | 68,879 | 68,879 | 0 | 63,690 | -5,189 | -7.53\% |
| 292 | ANIMAL CONTROL |  |  |  |  |  |  |  |
|  | PERSONNEL | 24,179 | 24,602 | 24,602 | 0 | 25,094 | 492 | 2.00\% |
|  | EXPENSES | 8,950 | 8,950 | 8,950 | 0 | 8,458 | -492 | -5.50\% |
|  | TOTAL | 33,129 | 33,552 | 33,552 | 0 | 33,552 | 0 | 0.00\% |
| 296 | INSECT PEST CONTROL |  |  |  |  |  |  |  |
|  | PERSONNEL | 1,920 | 0 | 0 | 0 | 0 | 0 | 0.00\% |
|  | EXPENSES | 7,850 | 7,850 | 7,850 | 0 | 7,850 | 0 | 0.00\% |
|  | TOTAL | 9,770 | 7,850 | 7,850 | 0 | 7,850 | 0 | 0.00\% |
| 310 | SCHOOL |  |  |  |  |  |  |  |
|  | EXPENSES | 16,264,094 | 16,667,839 | 16,750,385 | 150,000 | 16,881,790 | 213,951 | 1.28\% |
|  | TOTAL | 16,264,094 | 16,667,839 | 16,750,385 | 150,000 | 16,881,790 | 213,951 | 1.28\% |
| 420 | HIGHWAY DEPT |  |  |  |  |  |  |  |
|  | PERSONNEL | 439,103 | 495,732 | 502,027 | 0 | 519,015 | 23,283 | 4.70\% |
|  | EXPENSES | 257,957 | 247,550 | 247,550 | 0 | 232,665 | -14,885 | -6.01\% |
|  | TOTAL | 697,060 | 743,282 | 749,577 | 0 | 751,680 | 8,398 | 1.13\% |
| 423 | SNOW \& ICE |  |  |  |  |  |  |  |
|  | PERSONNEL | 25,000 | 25,000 | 25,000 | 0 | 25,000 | 0 | 0.00\% |
|  | EXPENSES | 96,000 | 96,000 | 96,000 | 0 | 96,000 | 0 | 0.00\% |
|  | TOTAL | 121,000 | 121,000 | 121,000 | 0 | 121,000 | 0 | 0.00\% |
| 424 | STREET LIGHTS |  |  |  |  |  |  |  |
|  | EXPENSES | 70,000 | 75,000 | 75,000 | 0 | 50,335 | -24,665 | -32.89\% |
|  | TOTAL | 70,000 | 75,000 | 75,000 | 0 | 50,335 | -24,665 | -32.89\% |
| 541 | COUNCIL ON AGING |  |  |  |  |  |  |  |
|  | PERSONNEL | 53,273 | 62,977 | 80,253 | 0 | 77,135 | 14,158 | 22.48\% |
|  | EXPENSES | 31,145 | 31,145 | 31,145 | 0 | 31,145 | 0 | 0.00\% |
|  | TOTAL | 84,417.54 | 94,122 | 111,398 | 0 | 108,280 | 14,158 | 15.04\% |
| 543 | VETERANS SERVICES |  |  |  |  |  |  |  |
|  | PERSONNEL | 6,500 | 6,630 | 6,630 | 0 | 6,630 | 0 | 0.00\% |
|  | EXPENSES | 91,425 | 86,350 | 86,350 | 0 | 86,350 | 0 | 0.00\% |
|  | TOTAL | 97,925 | 92,980 | 92,980 | 0 | 92,980 | 0 | 0.00\% |
| 545 | VETERANS GRAVES REG |  |  |  |  |  |  |  |
|  | PERSONNEL | 400 | 400 | 400 | 0 | 400 | 0 | 0.00\% |
|  | EXPENSES | 2,000 | 2,000 | 2,000 | 0 | 2,000 | 0 | 0.00\% |
|  | TOTAL | 2,400 | 2,400 | 2,400 | 0 | 2,400 | 0 | 0.00\% |
| 610 | PUBLIC LIBRARY |  |  |  |  |  |  |  |
|  | PERSONNEL | 143,000 | 155,700 | 177,257 | 338 | 184,204 | 28,504 | 18.31\% |
|  | EXPENSES | 46,000 | 48,606 | 32,425 | 10,625 | 32,425 | -16,181 | -33.29\% |
|  | TOTAL | 189,000 | 204,306 | 209,682 | 10,963 | 216,629 | 12,323 | 6.03\% |
| 630 | PARKS \& RECREATION |  |  |  |  |  |  |  |
|  | PERSONNEL | 0 | 0 | 0 | 0 | 0 | 0 | 0.00\% |
|  | EXPENSES | 6,450 | 6,450 | 6,450 | 0 | 6,450 | 0 | 0.00\% |
|  | TOTAL | 6,450 | 6,450 | 6,450 | 0 | 6,450 | 0 | 0.00\% |
| 691 | HISTORICAL COMM |  |  |  |  |  |  |  |
|  | EXPENSES | 950 | 950 | 950 | 0 | 950 | 0 | 0.00\% |
|  | TOTAL | 950 | 950 | 950 | 0 | 950 | 0 | 0.00\% |
| 692 | MEMORIAL DAY COMM |  |  |  |  |  |  |  |
|  | EXPENSES | 3,000 | 3,000 | 3,000 | 0 | 3,000 | 0 | 0.00\% |
|  | TOTAL | 3,000 | 3,000 | 3,000 | 0 | 3,000 | 0 | 0.00\% |
| 710 | MATURING DEBT PRINCIPAL |  |  |  |  |  |  |  |
|  | EXPENSES | 919,485 | 894,532 | 904,795 | 0 | 1,139,797 | 245,265 | 27.42\% |
|  | TOTAL | 919,485 | 894,532 | 904,795 | 0 | 1,139,797 | 245,265 | 27.42\% |
| 751 | MATURING DEBT INTEREST |  |  |  |  |  |  |  |
|  | EXPENSES | 306,027 | 325,635 | 297,602 | 0 | 406,144 | 80,509 | 24.72\% |
|  | TOTAL | 306,027 | 325,635 | 297,602 | 0 | 406,144 | 80,509 | 24.72\% |


| DEPT \# | DEPARTMENT NAME | FY2018 <br> Budget | FY 2019 Budget | FY 2020 Initial | FY 2020 Supplemental | FY 2020 Town Administrator | \$ Change | \% Change |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 752 | TEMPORARY LOAN INTEREST |  |  |  |  |  |  |  |
|  | EXPENSES | 18,933 | 94,647 | 64,000 | 0 | 33,255 | -61,392 | -64.86\% |
|  | TOTAL | 18,933 | 94,647 | 64,000 | 0 | 33,255 | -61,392 | -64.86\% |
| 911 | WORC REG RETIREMENT |  |  |  |  |  |  |  |
|  | EXPENSES | 1,055,412 | 1,161,643 | 1,278,504 | 0 | 1,314,800 | 153,157 | 13.18\% |
|  | TOTAL | 1,055,412 | 1,161,643 | 1,278,504 | 0 | 1,314,800 | 153,157 | 13.18\% |
| 912 | WORKER COMPENSATION |  |  |  |  |  |  |  |
|  | EXPENSES | 197,000 | 216,700 | 249,205 | 0 | 227,535 | 10,835 | 5.00\% |
|  | TOTAL | 197,000 | 216,700 | 249,205 | 0 | 227,535 | 10,835 | 5.00\% |
| 913 | UNEMPLOYMENT COMP |  |  |  |  |  |  |  |
|  | EXPENSES | 66,510 | 66,650 | 66,650 | 0 | 141,650 | 75,000 | 112.53\% |
|  | TOTAL | 66,510 | 66,650 | 66,650 | 0 | 141,650 | 75,000 | 112.53\% |
| 914 | EMPLOYEE BENEFITS |  |  |  |  |  |  |  |
|  | PERSONNEL | 3,052,161 | 3,266,089 | 3,446,139 | 0 | 3,288,285 | 22,196 | 0.68\% |
|  | TOTAL | 3,052,161 | 3,266,089 | 3,446,139 | 0 | 3,288,285 | 22,196 | 0.68\% |
| 945 | BONDING \& INSURANCE |  |  |  |  |  |  |  |
|  | EXPENSES | 146,200 | 100,586 | 110,645 | 0 | 110,645 | 10,059 | 10.00\% |
|  | TOTAL | 146,200 | 100,586 | 110,645 | 0 | 110,645 | 10,059 | 10.00\% |
| TOTAL BUDGET |  |  |  |  |  |  |  |  |
|  | PERSONNEL | 6,749,974 | 7,141,489 | 7,368,427 | 151,558 | 7,260,420 | 118,931 | 1.67\% |
|  | EXPENSES | 20,685,869 | 21,379,769 | 21,583,949 | 219,590 | 22,083,449 | 703,679 | 3.29\% |
|  | TOTAL | 27,435,843 | 28,521,258 | 28,952,376 | 371,148 | 29,343,868 | 822,610 | 2.88\% |

Revenue allocation

| Gross Revenue | $29,844,137$ | $31,032,468$ | $31,270,303$ |  | $31,570,836$ |
| :--- | ---: | ---: | ---: | ---: | ---: |
| Less: Vocational | $-1,078,000$ | $-1,078,000$ | $-1,078,000$ | $-1,078,000$ |  |
| Less: TM Articles | $-2,991$ | $-39,365$ | $-3,065$ | $-3,142$ |  |
| Less: Cherry Cheet Charges | $-1,323,189.00$ | $-1,389,066.00$ | $-1,232,083.00$ | $-1,141,047.00$ |  |
| Less: Excess Capacity | $-4,113$ | $-4,779$ | $-4,779$ | $-4,779$ |  |
| Total | $27,435,843$ | $28,521,258$ | $28,952,376$ | $29,343,868$ |  |
| Difference | 0 | 0 | 0 | 0 |  |


| FY19/20 - FREE CASH - WORKING PLAN |  |
| :--- | ---: |
|  |  |
| CERTIFIED FREE CASH - June 30, 2018 | $805,670.00$ |
|  |  |
|  | $169,391.00$ |
| Free Cash Policy/Stabilization Fund Transfer | $636,279.00$ |
| Subtotal - Available Free Cash |  |
|  | $150,000.00$ |
| October 30 Special Town Meeting | $20,000.00$ |
| Legal - Article 2 | 1663000 |
| Reserve Fund replenishment - Article 2 | 186,3000 |
| Capital Improvements - Article 4 |  |
| Subtotal: Free Cash appropriated at STM |  |
|  | $115,081.00$ |
|  | $41,000.00$ |
| Annual Town Meeting - May 2019 | $150,000.00$ |
| Aerialscope Tower Truck - Payment 3/5 - Article 13 | $84,223.00$ |
| Backhoe Payment 3/3 - Article 13 | $18,000.00$ |
| Legal FY 2020 - Article 6 | $35,000.00$ |
| Fund Two Police Cruisers - Article 12 | $6,675.00$ |
| Fund Closed Landfill - Article 11 | $449,979.00$ |
| Fund OPEB Trust - Article 10 |  |
| Town-owned dam inspection, and/or grant application funding - Article 14 |  |
| Subtotal: Free Cash to be appropriated at ATM |  |
|  |  |
|  |  |
|  |  |
|  |  |
| Subtotal: All Appropriated Free Cash |  |
| Balance Remaining |  |


| FREE CASH POLICY CALCULATION |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| CERTIFIED FREE CASH - June 30, 2018 | \$ | 805,670.00 |  |  |
| At Least... |  |  | Rev. Balance |  |
|  |  |  |  |  |
| 10\% shall be reserved and not appropriated | \$ | 80,567.00 | \$ | 725,103.00 |
| $25 \%$ of the remaining free cash will be placed into the Stabilization Fund or... | \$ | 88,824.00 | \$ | 636,279.00 |
| $50 \%$ of the remaining free cash will be used to fund the capital budget | \$ | 318,139.50 | \$ | 318,139.50 |
| projects and items or shall remain not appropriated | \$ | - |  |  |


\$

73,036.50

5,000.00

## Operating Sumary

## Summary of Changes

| EXPENSES |  | FYı 8 BUDGET | FY19 BUDGET | FY 20 INITIAL | FY 20 | FY 20 TOWN |  | \% CHANGE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | SUPPLEMENTAL | ADMINISTRATOR | \$ CHANGE |  |
| Muncipal Departments |  | 5,410,021 | 5,726,937 | 5,784,451 | 221,148 | 5,799,968 | 73,031 | 1.28\% |
| School Department |  | 16,264,094 | 16,667,839 | 16,750,385 | 150,000 | 16,881,790 | 213,951 | 1.28\% |
| Intergovernmental Budgets |  | 5,761,728 | 6,126,482 | 6,417,540 | 0 | 6,662,110 | 535,628 | 8.74\% |
|  | SUBTOTAL | 27,435,843 | 28,521,258 | 28,952,376 | 371,148 | 29,343,868 | 822,610 | 2.88\% |
| Vocational Schools |  | 1,078,000 | 1,078,000 | 1,078,000 | 0 | 1,078,000 | 0 | 0.00\% |
| Other Articles |  | 2,991 | 39,365 | 2,991 | 0 | 3,142 | -36,223 | -92.02\% |
| Cherry Sheet Charges/Overlay |  | 1,323,189 | 1,389,066 | 1,226,328 | 0 | 1,141,047 | -248,019 | -17.86\% |
| Excess levy Capacity |  | 4,113 | 4,779 | 4,113 | 0 | 4,779 | 0 | 0.00\% |
|  | SUBTOTAL | 2,408,293 | 2,511,210 | 2,311,432 | 0 | 2,226,968 | -284,242 | $-11.32 \%$ |
| DEPARTMENTAL TOTAL |  | 29,844,136 | 31,032,468 | 31,263,808 | 371,148 | 31,570,836 | 538,368 | 1.73\% |
| FORECAST REVENUE |  | 29,844,137 | 31,032,468 | 31,270,303 | 0 | 31,570,836 | 538,368 | 1.73\% |
| DIFFERENCE |  | -1 | 0 | -6,495 | 371,148 | 0 | 0 |  |

## 111 LEGAL

The Town contracts with private firms for legal services. These services fall under the two categories of general legal services and labor matters. These firms represent the Town in legal proceedings, provide advice and assistance on various matters to all departments and committees as requested and assist in the preparation documents.

Summary of Changes
Budget relies on infusion of $\$ 150,000$ of Free Cash for continued legal expenses in the ongoing BSI Construction case.


## 114 MODERATOR

The moderator is an elected official that serves a term of three years. The chief responsibility of the moderator is to manage and oversee the proceedings of Town Meetings.

## Summary of Changes

No Changes

| PERSONNEL |  |  | FYı18 BUDGET | FY 20 |  |  | FY 20 TOWN |  | \$ CHANGE | \% CHANGE |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | FY19 BUDGET | FY 20 INITIAL | SUPPLEMENTAL |  | ADMINISTRATOR |  |  |  |
| 01-114-5100-000 | SALARY-MODERATOR |  | 81 | 81 | 81 |  | $\bigcirc$ | 81 |  | 0 | 0.00\% |
|  |  | TOTAL | 81 | 81 | 81 |  | - | 81 |  | - | 0.00\% |
| EXPENSES |  |  |  |  |  | FY 20 |  | FY 20 TOWN |  |  |  |
|  |  |  | FYı 8 BUDGET | FY19 BUDGET | FY 20 INITIAL | SUPPLEMENTAL |  | ADMINISTRATOR | \$ CHANGE |  | \% CHANGE |
| 01-114-5700-002 | DUES/MEMBERSHIP |  | 70 | 70 | 70 |  | 0 | 70 |  | 0 | 0.00\% |
|  |  | TOTAL | 70 | 70 | 70 |  | - | 70 |  | 0 | 0.00\% |
| DEPARTMENTAL | OTAL |  | 151 | 151 | 151 |  | 0 | 151 |  | 0 | 0.00\% |

## 122 SELECT BOARD

Mission Statement
The Select Board is responsible for setting the strategic direction for the Town of Leicester.
The mission of the Office of the Town Administrator is to provide exceptional professional leadership for all aspects of the municipal government to sustain and enhance the quality of life in the Town of Leicester consistent with the policies and vision of the Board of Selectmen.

## Vision Statement

Select Board: The Town of Leicester will be an evolving and sustainable community of engaged residents enjoying a high quality of life that celebrates and preserves our rich history.
Town Administrator: The Office of the Town Administrator will create an environment that fosters innovative ideas, practices and strategies for delivering exceptional public services which make Leicester a great place to live, work and play.

## Summary of Changes

No significant changes aside of full year implementation of the Class/Comp plan for non-union employees



## 130 RESERVE FUND

The Reserve Fund is a sum of money appropriated at Town Meeting to be used at the discretion of the Finance Advisory Board in conjunction with the Board of Selectmen to cover extraordinary or unforeseen expenses that arise during the fiscal year. The creation and use of the Reserve Fund is specified in Chapter $40 \$ 6$ of the Massachusetts General Laws.

Summary of Changes
No Change


## 131 ADVISORY BOARD

The Finance Advisory Board is a seven member body that is responsible for advising Town Meeting on all expenditures of the Town. The authority of the Board is found in chapter four of the Town's General Bylaws.

Summary of Changes
No Change


135 TOWN ACCOUNTANT
Mission
To further and support the goals and to protect and preserve the legal, ethical and financial integrity of all Town departments by providing sound advice and assistance on matters of law

Vision
To provide innovative specialized local government financial support

## Summary of Changes

No significant changes aside of full year implementation of the Class/Comp plan for non-union employees and $\$ 1,000$ increase for new annual audit contract

| PERSONNEL |  |  | FY18 BUDGET | FY 20 |  |  | FY 20 TOWN |  | \% CHANGE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | FYı9 BUDGET | FY 20 INITIAL | SUPPLEMENTAL | ADMINISTRATOR | \$ CHANGE |  |
| 01-135-5100-000 | WAGES-ACCOUNTING |  | 22,100 | 23,994 | 23,994 | 8,485 | 25,613 | 1,619 | 6.75\% |
| 01-135-5101-000 | SALARY-TOWN ACCOUNTANT |  | 65,280 | 66,584 | 69,571 | 0 | 68,423 | 1,839 | 2.76\% |
|  |  | TOTAL | 87,380 | 90,578 | 93,565 | 8,485 | 94,036 | 3,458 | 3.82\% |
| EXPENSES |  |  |  |  |  | FY 20 | FY 20 TOWN |  |  |
|  |  |  | FYı 8 BUDGET | FY19 BUDGET | FY 20 INITIAL | SUPPLEMENTAL | ADMINISTRATOR | \$ CHANGE | \% CHANGE |
| 01-135-5200-004 | CONSULTANTS/PROF SERVICES |  | 25,500 | 25,500 | 25,500 | 1,000 | 26,500 | 1,000 | 3.92\% |
| 01-135-5200-009 | PRINTING |  | 150 | 150 | 150 | - | 150 | - | 0.00\% |
| 01-135-5400-001 | OFFICE SUPPLIES |  | 500 | 500 | 500 | 0 | 500 | $\bigcirc$ | 0.00\% |
| 01-135-5700-001 | TRAVEL/LICENSES |  | 300 | 300 | 300 | - | 300 | $\bigcirc$ | 0.00\% |
| 01-135-5700-002 | DUES/MEMBERSHIPS |  | 125 | 125 | 125 | - | 125 | - | 0.00\% |
| 01-135-5700-003 | TRAINING/SEMINARS/MEETINGS |  | 1,000 | 1,000 | 1,000 | 0 | 1,000 | $\bigcirc$ | 0.00\% |
| DEPARTMENTAL TOTAL |  | TOTAL | 27,575 | 27,575 | 27,575 | $\bigcirc$ | 28,575 | 1,000 | 3.63\% |
|  |  |  | 114,955 | 118,153 | 121,140 | 8,485 | 122,611 | 4,458 | 3.77\% |

## 141 ASSESSORS

Mission

The Town of Leicester Assessing Department is committed to a philosophy of service and accountability to the public, whose interest is best served through the sound administration of the Massachusetts General Laws and regulations pursuant to providing fair and equitable assessments on all real and personal property within the municipal boundaries.

Vision

Our vision is to be a model in the assessment administration field with a reputation for the delivery of impartial, accurate, equitable assessments that meet or exceed the statutory requirements of the State of Massachusetts. We will strive to satisfy not only our taxpayers, but other departments, local government and other taxing districts with courteous, prompt and professional service second to none.

## Summary of Changes

No significant changes aside of full year implementation of the Class/Comp plan for non-union employees


## 145 TREASURER/COLLECTOR

## Mission

The Treasurer Collector's office is committed to providing taxpayers \& town employees with professional and courteous service in the administration of all revenues and expenses for the Town of Leicester, as well as satisfy the legal requirements set forth in Massachusetts General Laws and the Town's bylaws.

## Vision

The Treasurer Collector's office adheres to a philosophy of timely and accurate services in a manner that is fair, legal, and courteous to both the Town's residents as well as our fellow co-workers

## Summary of Changes

No significant changes aside of full year implementation of the Class/Comp plan for non-union employees; and a repositioning of the new Treasurer/Collector's salary


147 TAX TITLE
The Tax Title budget provides the Treasurer/Collector with the resources to pursue all applicable legal proceedings to recover taxes that are past due on properties within the Town. The vast majority of these
expenditures cover attorney's fees.
Summary of Changes
No change; will be moved to the recap next year as a common expense


## 152 PERSONNEL BOARD

This budget funds the membership fees associated with the Town's personnel system.

Summary of Changes
No Change

| EXPENSES |  | FY18 BUDGET | FY19 BUDGET | FY 20 INITIAL | FY 20 |  | FY 20 TOWN | \$ CHANGE | \% CHANGE |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | SUPPLEMENTAL |  | ADMINISTRATOR |  |  |  |
| 01-152-5700-002 DUES/MEMBERSHIPS |  | 250 | 250 | 250 |  | 0 | 250 |  | 0 | 0.00\% |
|  | TOTAL | 250 | 250 | 250 |  | 0 | 250 |  | - | 0.00\% |
| DEPARTMENTAL TOTAL |  | 250 | 250 | 250 |  | 0 | 250 |  | 0 | 0.00\% |

## 155 IT DEPARTMENT

This budget provides for broad range of expenditures related to the Town's information technology (IT) system. The Town utilized a private company to oversee and administer the IT network at all Town Buildings. That company is responsible for network security, email, storage, devices, software and applications support. Additionally, this budget covers the cost of software licensing and maintenance, internet connectivity, and hardware costs for all Town departments.

## Summary of Changes:

Budget increase required due to Charter interest upgrade costs to Police/Fire at $\$ 2,400$ per $\mathbf{y r}$, Vadar software by $\$ 450$ per year, and Akiuity software at $\$ 1,700$ per year. There is also a charge of $\$ 1,040$ for two two additional MEI Licences for the Police Department, and \$3,500 for emergency recovery funds.

| EXPENSES |  |  | FYı8 BUDGET |  |  | FY 20 FY 20 TOWN |  | \$ CHANGE | \% CHANGE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | FYı9 BUDGET | FY 20 INITIAL | SUPPLEMENTAL | ADMINISTRATOR |  |  |
| 01-155-5200-003 | MAINT CONTRACTS/REPAIRS |  | 126,000 | 120,000 | 120,000 | 6,000 | 126,000 | 6,000 | 5.00\% |
| 01-155-5400-005 | SMALLEQUIPMENT |  | 15,620 | 18,560 | 18,560 | $\bigcirc$ | 18,560 | $\bigcirc$ | 0.00\% |
|  |  | TOTAL | 141,620 | 138,560 | 138,560 | 6,000 | 144,560 | 6,000 | 4.33\% |
| DEPA | TMENTAL TOTAL |  | 141,620 | 138,560 | 138,560 | 6,000 | 144,560 | 6,000 | 4.33\% |

## 161 TOWN CLERK

Mission

Often considered the core of local government, the Town Clerk's Office serves as the central information point for local residents and citizens at large. It is the mission of the Office of the Town Clerk to be a primary provider of information and quality services to the community and to work cooperatively and in coordination with the varied departments and groups while performing a myriad of tasks to achieve established goals and comply with State and Local Statues. The Leicester Town Clerk serves the residents of Leicester through its function as official record keeper for the Town Meeting and Vital Records and the Administration of Elections and voter related activities. Records found in this office are: Birth, Marriage and Death Certificates; Zoning Decisions; Town Meeting Records; Annual Town Reports and Special Reports to Town Meeting; records of elections and lists of those who have served the Town of Leicester in elective or appointive office. The Town Clerk's office welcomes inquiries from all citizens seeking assistance/information in relation to services provided by the Town of Leicester. The staff will assist in redirecting your questions to the appropriate department.

Vision
The Vision of the Town Clerk's Office is to enhance services while serving as the nucleus of the Town of Leicester.To be a municipal government that works collaboratively with citizens and other governments to plan for and respond to citizen needs and provide timely, efficient, effective, and customer friendly services.

## Summary of Changes:

No significant changes aside of full year implementation of the Class/Comp plan for non-union employees


## ${ }_{162}$ ELECTIONS \& REGISTRATIONS

Overseen by the Town Clerk, the Elections and Registrations Department is responsible for the fair and efficient management of all Federal, State and local elections.
Summary of Changes:
The budget has increased because there is a Federal Election (Presidential Primary) and the Annual Town Election

| PERSONNEL |  |  | FY18 BUDGET | FY 19 gUDGET | FY 20 INITIAL | FY 20 FY 20 TOWN |  | \$ CHANGE | \% CHANGE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  | SUPPLEMENTAL | ADMINISTRATOR |  |  |
| 01-162-5100-000 | SALARY/WAGES-ELECTIONS \& REG |  | 10,000 | 22,000 | 10,000 | 11,000 | 22,000 | 0 | 0.00\% |
|  |  | TOTAL | 10,000 | 22,000 | 10,000 | 11,000 | 22,000 | - | 0.00\% |
| EXPENSES |  |  |  |  |  | FY 20 | FY 20 TOWN |  |  |
|  |  |  | FY18 BUDGET | FY19 BUDGET | FY 20 INITIAL | SUPPLEMENTAL | ADMINISTRATOR | \$ CHANGE | \% CHANGE |
| CONSULTANTS/PR | CONSULTANTS/PROF SERVICES |  | 6,000 | 8,100 | 6,000 | 5,500 | 7,600 | -500 | -6.17\% |
| 01-162-5200-009 | PRINTING |  | 3,500 | 3,500 | 3,500 | - | 3,500 | - | 0.00\% |
| 01-162-5400-001 | OFFICE SUPPLIES |  | 1,000 | 1,000 | 1,000 | $\bigcirc$ | 1,000 | - | 0.00\% |
| 01-162-5700-003 | TRAINING/MEETINGS |  | 1,000 | 1,000 | 1,000 | $\bigcirc$ | 1,000 | 0 | 0.00\% |
|  |  | TOTAL | 11,500 | 13,600 | 11,500 | 5,500 | 13,100 | $-500$ | -3.68\% |
| DEPAR | TMENTAL TOTAL |  | 21,500 | 35,600 | 21,500 | 16,500 | 35,100 | $-500$ | -1.40\% |

## 180 DEVELOPMENT \& INSPECTIONAL SERVICES

## Mission

The Office of Development \& Inspectional Services serves the Town of Leicester through the administration of all functions related to land-use development, public health, and long-range planning

## Vision

The Office of Development \& Inspectional Services plans for and permits development in an efficient and customer friendly way that encourages development while ensuring public health and safety and protecting Leicester's unique environmental, historical, and cultural resources.

## Summary of Changes

No significant changes aside of full year implementation of the Class/Comp plan for non-union employees


## 192 TOWN-OWNED BLDG MAINT

Summary of Changes
Budget increase reflects the addition of the remodeled Library utilities outside of the Library budget to reduce state-mandated expenditures on material

| EXPENSES |  | FYı 8 BUDGET | FY19 BUDGET | FY 20 INITIAL | FY 20 |  | FY 20 TOWN | \$ CHANGE | \% CHANGE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | SUPPLEMENTAL |  |  |  | ADMINISTRATOR |  |  |
| 01-192-5200-002 | ELECTRIC |  | - | $\bigcirc$ | 9,181 |  | $\bigcirc$ | 9,181 | 9,181 | 0.00\% |
| 01-192-5400-003 | HEATING FUEL | $\bigcirc$ | $\bigcirc$ | 21,100 |  | - | 21,100 | 21,100 | 0.00\% |
| 01-192-5200-003 | EXPENSES | 15,250 | 8,000 | 8,000 |  | $\bigcirc$ | 8,000 | $\bigcirc$ | 0.00\% |
| -1-192-5200-003 EXPENSES |  | 15,250 | 8,000 | 38,281 |  | $\bigcirc$ | 38,281 | 30,281 | 378.51\% |
| DEPARTMENTAL TOTAL |  | 15,250 | 8,000 | 38,281 |  | 0 | 38,281 | 30,281 | 378.51\% |

## 197 TOWN HALL BLDG MAINT

The Town Hall functions as the main office building for Town administrative operations. This budget funds the general operation of the building including maintenance and utilities.

## Summary of Changes

No Change

| EXPENSES |  |  | FYı18 BUDGET |  |  | FY20 FY 20 TOWN |  |  | \$ CHANGE | \% CHANGE |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | FY19 BUDGET | FY 20 INITIAL | SUPPLEMENTAL |  | ADMINISTRATOR |  |  |  |
| 01-197-5200-002 | ELECTRIC |  | 13,000 | 13,000 | 13,000 |  | $\bigcirc$ | 13,000 |  | $\bigcirc$ | 0.00\% |
| 01-197-5200-003 | MAINT CONTRACTS/REPAIRS |  | 19,650 | 28,254 | 28,254 |  | $\bigcirc$ | 28,254 |  | - | 0.00\% |
| 01-197-5200-006 | WATER/SEWER |  | 800 | 950 | 950 |  | - | 950 |  | - | 0.00\% |
| 01-197-5400-003 | HEATING FUEL |  | 16,400 | 16,400 | 16,400 |  | - | 16,400 |  | - | 0.00\% |
| 01-197-5400-005 | TOOLS/SMALL EQUIP |  | 300 | 300 | 300 |  | - | 300 |  | - | 0.00\% |
| 01-197-5400-006 | PARTS/MATERIALS |  | 1,750 | 1,750 | 1,750 |  | $\bigcirc$ | 1,750 |  | - | 0.00\% |
| 01-197-5400-007 | MAINTENANCE SUPPLIES |  | 3,000 | 3,000 | 3,000 |  | $\bigcirc$ | 3,000 |  | - | 0.00\% |
| 01-197-5700-007 | BANDSTAND |  | 255 | 255 | 255 |  | 0 | 255 |  | - | 0.00\% |
|  |  | TOTAL | 55,155 | 63,909 | 63,909 |  | $\bigcirc$ | 63,909 |  | - | 0.00\% |
| DEPA | tmental total |  | 55,155 | 63,909 | 63,909 |  | 0 | 63,909 |  | 0 | 0.00\% |

198 TOWN HALL TELEPHONES
This budget covers the telephone expenses of the Town Hall.

Summary of Changes
No Change


199 OTHER - GENERAL GOVERNMENT
This budget covers the general expenses shared by all departments
Summary of Changes
Budget increase reflects the an increase in the Honeywell measures and values contract on the energy upgrade borrowing, as well as increeases for postage and paper.

| PERSONNEL |  |  | FY19 BUDGET |  | FY 20 |  | FY 20 TOWN |  | \% CHANGE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | FY 20 INITIAL | SUPPLEMENTAL | ADMINISTRATOR | \$ CHANGE |  |
| 01-199-5100-000 | WAGES-CUSTODIANS |  | 39,232 | - | o | $\bigcirc$ | $\bigcirc$ | - | 0.00\% |
| EXPENSES |  |  |  |  | FY 20 INITIAL | FY 20 FY 20 TOWN |  | \$ CHANGE | \% CHANGE |
|  |  |  |  |  | SUPPLEMENTAL | ADMINISTRATOR |  |  |
| 01-199-5200-004 | CONSULTANTS/PROF SERVICES |  | 8,583 | 18,000 |  | 21,188 | $\bigcirc$ | 21,188 | 3,188 | 17.71\% |
| 01-199-5200-008 | POSTAGE |  | 23,150 | 23,150 | 19,534 | 3,600 | 23,134 | -16 | -0.07\% |
| 01-199-5200-009 | PRINTING |  | 1,000 | 1,000 | 1,000 | 200 | 1,200 | 200 | 20.00\% |
| 01-199-5400-001 | OFFICE SUPPLIES |  | 1,800 | 1,800 | 1,500 | 1,000 | 2,500 | 700 | 38.89\% |
| 01-199-5400-005 | LEASE EQUIPMENT |  | 5,405 | 5,405 | 6,133 | ○ | 6,133 | 728 | 13.47\% |
| 01-199-5700-001 | MILEAGE |  | $\bigcirc$ | - | - | $\bigcirc$ | ○ | 0 | 0.00\% |
|  |  | TOTAL | 39,938 | 49,355 | 49,355 | 4,800 | 54,155 | 4,800 | 9.73\% |
| DEPARTMENTAL TOTAL |  |  | 79,170 | 49,355 | 49,355 | 4,800 | 54,155 | 4,800 | 9.73\% |

## 210 POLICE DEPT

Mission

## "Proudly working with the Leicester Community"

The members of the Leicester Police Department are committed to upholding the law fairly, preventing crime and reducing the fire of crime within our community. Dutiful in maintaining order, protecting life and property along with improving the quality of life within the Leicester community.

## Vision

The Leicester Police Department, working in an atmosphere of transparency, will advance in today's society staying on the cutting edge of the everchanging advances in police work. We cannot do this alone, but with strong community partnerships as well as strong bonds with other agencies, we can all work toward the common goal of keeping Leicester a great place to live and work.

## Summary of Changes

## Budget level funded; no significant changes aside of full year implementation of the Class/Comp plan for non-union employees and union contract increases

| PERSONNEL |  |  | FY18 BUDGET | FY 20 |  |  | FY 20 TOWN |  | \% CHANGE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | FYı19 BUDGET | FY 20 INITIAL | SUPPLEMENTAL | ADMINISTRATOR | \$ CHANGE |  |
| 01-210-5100-000 | WAGES-POLICE |  | 1,223,200 | 1,383,045 | 1,383,045 | ○ | 1,376,750 | -6,295 | -0.46\% |
| 01-210-5130-000 | WAGES-OVERTIME |  | 100,000 | 26,206 | 26,206 | 113,000 | 43,708 | 17,502 | 66.79\% |
| 01-210-5104-000 | WAGES-OTHER |  | 131,700 | 145,507 | 145,507 | 18,735 | 158,678 | 13,171 | 9.05\% |
| 01-210-5101-000 | SALARY-POLICE CHIEF |  | 138,462 | 146,894 | 146,894 |  | 123,455 | -23,439 | -15.96\% |
|  |  | TOTAL | 1,593,362 | 1,701,652 | 1,701,652 | 131,735 | 1,702,591 | 939 | 0.06\% |
| EXPENSES |  |  |  |  |  | FY 20 | FY 20 TOWN |  |  |
|  |  |  | FY18 BUDGET | FY19 BUDGET | FY 20 INITIAL | SUPPLEMENTAL | ADMINISTRATOR | \$ CHANGE | \% CHANGE |
| 01-210-5200-001 | TELEPHONES |  | 9,000 | 13,020 | 13,020 | - | 13,020 | O | 0.00\% |
| 01-210-5200-002 | ELECTRIC |  | 21,000 | 21,000 | 21,000 | $\bigcirc$ | 21,000 | $\bigcirc$ | 0.00\% |
| 01-210-5200-003 | MAINT CONTRACTS/REPAIRS |  | 22,000 | 24,400 | 24,400 | $\bigcirc$ | 24,400 | 0 | 0.00\% |
| 01-210-5200-004 | CONSULTANTS/PROF SERVICES |  | 38,000 | 16,000 | 16,000 | - | 16,000 | - | 0.00\% |
| 01-210-5200-006 | WATER/SEWER |  | 1,350 | 1,500 | 1,500 | $\bigcirc$ | 1,500 | - | 0.00\% |
| 01-210-5200-009 | PRINTING |  | 2,000 | 1,500 | 1,500 | $\bigcirc$ | 1,500 | 0 | 0.00\% |
| 01-210-5400-001 | OFFICE SUPPLIES |  | 6,000 | 6,000 | 6,000 | $\bigcirc$ | 6,000 | - | 0.00\% |
| 01-210-5400-002 | BOOKS/PERIODICALS |  | 1,500 | - | - | $\bigcirc$ | - | - | 0.00\% |
| 01-210-5400-003 | HEATING FUEL |  | 8,000 | 8,000 | 8,000 | $\bigcirc$ | 8,000 | $\bigcirc$ | 0.00\% |
| 01-210-5400-005 | TOOLS/SMALL EQUIP |  | 17,000 | 12,000 | 12,000 | - | 12,000 | - | 0.00\% |
| 01-210-5400-006 | PARTS/MATERIALS |  | 13,000 | 10,000 | 10,000 | - | 10,000 | - | 0.00\% |
| 01-210-5400-007 | MAINTENANCE SUPPLIES |  | 7,000 | 7,000 | 7,000 | $\bigcirc$ | 7,000 | 0 | 0.00\% |
| 01-210-5700-002 | DUES/MEMBERSHIPS |  | 2,500 | 1,500 | 1,500 | - | 1,500 | - | 0.00\% |
| 01-210-5700-003 | TRAINING/SEMINARS/MEETINGS |  | 11,000 | 4,000 | 4,000 | 0 | 4,000 | - | 0.00\% |
| 01-210-5700-004 | CLOTHING ALLOWANCE |  | 31,775 | 35,725 | 35,725 | - | 35,725 | - | 0.00\% |
| 01-210-5700-005 | RECOGNITIONS/AWARDS |  | 500 | $\bigcirc$ | - | $\bigcirc$ | - | - | 0.00\% |
| 01-210-5700-006 | EMPLOYEE BENEFITS |  | 96,440 | 100,560 | 100,560 | 6,065 | 100,560 | - | 0.00\% |
|  |  | TOTAL | 288,065 | 262,205 | 262,205 | 6,065 | 262,205 | - | 0.00\% |
| DEPA | TMENTAL TOTAL |  | 1,881,427 | 1,963,857 | 1,963,857 | 137,800 | 1,964,796 | 939 | 0.05\% |

## 220 FIRE DEPT

Mission
The Town of Leicester Fire Department does hereby respectfully declare its honored mission to protect the lives and property of Leicester's citizens and visitors, and to protect its infrastructure, resources, and natural beauty. We vow to prepare ourselves physically, professionally, and mentally through continued education, advanced training, and physical fitness. Additionally, we pledge to maintain and utilize all the equipment and tools at our disposal to ensure the highest level of readiness, responsiveness, and effectiveness. Be it for fires, accidents, medical emergencies, natural disasters, terrorism or the unknown, we will answer your call for aid no matter the danger. In your darkest hour you will find us at our finest. As a whole or individually, these duties will be faithfully discharged to the best of our ability and in the finest traditions of the fire service. We hope you never need us, but if that moment comes, trust that we will be there within a minutes' notice.

## Vision

It is the vision of Leicester Fire/Rescue to be recognized as an all-hazards, all-risk service provider by developing and maintaining strategic community partnerships, hiring and training exceptional people, developing efficiencies in service provision to ensure fiscal sustainability for the entire organization and maintaining our core infrastructure.

## Summary of Changes

Budget level funded

| PERSONNEL |  |  | FYı 8 BUDGET |  |  | FY 20 FY 20 TOWN |  | \$ CHANGE | \% CHANGE |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | FYı9 BUDGET | FY 20 INITIAL | SUPPLEMENTAL | ADMINISTRATOR |  |  |  |
| 01-220-5100-000 | SALARY/WAGES-FIRE DEPARTMENT |  | 158,563 | 158,557 | 158,557 | $\bigcirc$ | 158,557 |  | $\bigcirc$ | 0.00\% |
| 01-220-5101-000 | SALARY-FIRE CHIEF |  | 11,730 | 11,730 | 11,730 | - | 11,730 |  | - | 0.00\% |
|  |  | TOTAL | 170,293 | 170,287 | 170,287 | $\bigcirc$ | 170,287 |  | o | 0.00\% |
| EXPENSES |  |  |  |  |  | FY 20 | FY 20 TOWN |  |  |  |
|  |  |  | FYı 8 BUDGET | FY19 BUDGET | FY 20 INITIAL | SUPPLEMENTAL | ADMINISTRATOR | \$ CHANGE |  | \% CHANGE |
| 01-220-5200-001 | TELEPHONES |  | 3,800 | 3,800 | 3,800 | $\bigcirc$ | 3,800 |  | 0 | 0.00\% |
| 01-220-5200-002 | ELECTRIC |  | 19,800 | 19,800 | 19,800 | - | 19,800 |  | - | 0.00\% |
| 01-220-5200-003 | MAINT CONTRACTS/REPAIRS |  | 38,000 | 38,000 | 38,000 | - | 38,000 |  | - | 0.00\% |
| 01-220-5200-004 | CONSULTANTS/PROF SERVICES |  | 1,800 | 1,800 | 1,800 | 3,600 | 1,800 |  | - | 0.00\% |
| 01-220-5200-006 | WATER/SEWER |  | 5,000 | 5,000 | 5,000 | - | 5,000 |  | - | 0.00\% |
| 01-220-5400-001 | OFFICE SUPPLIES |  | 1,000 | 1,000 | 1,000 | - | 1,000 |  | - | 0.00\% |
| 01-220-5400-002 | BOOKS/PERIODICALS |  | 1,000 | 1,000 | 1,000 | - | 1,000 |  | - | 0.00\% |
| 01-220-5400-003 | HEATING FUEL |  | 34,620 | 34,620 | 34,620 | $\bigcirc$ | 34,620 |  | - | 0.00\% |
| 01-220-5400-005 | TOOLS/SMALL EQUIP |  | 16,000 | 16,000 | 16,000 | - | 16,000 |  | - | 0.00\% |
| 01-220-5400-006 | PARTS/MATERIALS |  | 2,000 | 2,000 | 2,000 | $\bigcirc$ | 2,000 |  | - | 0.00\% |
| 01-220-5400-007 | BUILDING MAINT SUPPLIES |  | 1,500 | 1,500 | 1,500 | - | 1,500 |  | - | 0.00\% |
| 01-220-5700-002 | DUES/MEMBERSHIPS |  | 2,500 | 2,500 | 2,500 | - | 2,500 |  | - | 0.00\% |
| 01-220-5700-003 | TRAINING/SEMINARS/MEETINGS |  | 2,500 | 2,500 | 2,500 | $\bigcirc$ | 2,500 |  | - | 0.00\% |
| 01-220-5800-001 | EQUIPMENT $\$ 500$ |  | 5,500 | 5,500 | 5,500 | $\bigcirc$ | 5,500 |  | 0 | 0.00\% |
|  |  | TOTAL | 135,020 | 135,020 | 135,020 | 3,600 | 135,020 |  | - | 0.00\% |
|  |  |  |  |  |  |  |  |  | - |  |
| DEPARTMENTAL TOTAL |  |  | 305,313 | 305,307 | 305,307 | 3,600 | 305,307 |  | - | 0.00\% |

231 AMBULANCE DEPT
Mission

Leicester EMS is committed to providing the highest quality emergency medical services available to the community we serve. At the same time, we will facilitate the education, training, and understanding of injury and illness prevention as well as our role in the response, treatment, and transportation of the sick and injured. The professionals of this organization will strive to meet the ever-changing nature of healthcare, emergency services, and public safety arenas through continuous training, incorporation of new technologies, and interagency cooperation.

## Vision

Leicester EMS is continuously working to improve its operations through training and member preparation. We want to provide the best possible total patient care and community service. Through increased involvement with other organizations and resources in the community, we will be an excellent provider of emergency services.

## Summary of Changes

Level service budget

| PERSONNEL |  |  | FYı8 BUDGET | FY19 BUDGET | FY 20 |  | FY 20 TOWN |  | \$ CHANGE | \% CHANGE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | FY 20 INITIAL | SUPPLEMENTAL |  | ADMINISTRATOR |  |  |
| 01-231-5100-000 | WAGES/STIPENDS-AMBULANCE DEPT |  | 348,000 | 351,568 | 351,568 |  | $\bigcirc$ | 352,738 | 1,170 | 0.33\% |
|  |  | TOTAL | 348,000 | 351,568 | 351,568 |  | - | 352,738 | 1,170 | 0.33\% |
| EXPENSES |  |  |  |  |  | FY 20 |  | FY 20 TOWN |  |  |
|  |  |  | FY18 BUDGET | FYı19 BUDGET | FY 20 INITIAL | SUPPLEMENTAL |  | ADMINISTRATOR | \$ CHANGE | \% CHANGE |
| 01-231-5200-001 | TELEPHONES |  | 1,500 | 1,500 | 1,500 |  | $\bigcirc$ | 1,500 | O | 0.00\% |
| 01-231-5200-002 | ELECTRIC |  | 7,500 | 7,500 | 7,500 |  | - | 7,500 | - | 0.00\% |
| 01-231-5200-003 | MAINT CONTRACTS/REPAIRS |  | 12,500 | 24,500 | 24,500 |  | $\bigcirc$ | 23,284 | -1,216 | -4.96\% |
| 01-231-5200-004 | CONSULTANTS/PROF SERVICES |  | 13,900 | 13,900 | 13,900 |  | $\bigcirc$ | 13,900 | - | 0.00\% |
| 01-231-5400-001 | OFFICE SUPPLIES |  | 1,000 | 1,000 | 1,000 |  | $\bigcirc$ | 1,000 | - | 0.00\% |
| 01-231-5400-002 | BOOKS/PERIODICALS |  | 150 | 150 | 150 |  | $\bigcirc$ | 150 | - | 0.00\% |
| 01-220-5400-003 | HEATING FUEL |  | 8,300 | 8,300 | 8,300 |  | - | 8,300 | $\bigcirc$ | 0.00\% |
| 01-231-5400-005 | TOOLS/SMALL EQUIP |  | 4,000 | 4,000 | 4,000 |  | $\bigcirc$ | 4,000 | - | 0.00\% |
| 01-231-5400-006 | PARTS/MATERIALS |  | 16,000 | 16,000 | 16,000 |  | - | 16,000 | - | 0.00\% |
| 01-231-5400-007 | MAINTENANCE SUPPLIES |  | 500 | 500 | 500 |  | $\bigcirc$ | 500 | $\bigcirc$ | 0.00\% |
| 01-231-5700-001 | MILEAGE/LICENSES |  | 7,500 | 7,500 | 7,500 |  | - | 7,500 | - | 0.00\% |
| 01-231-5700-002 | DUES/MEMBERSHIPS |  | 2,000 | 2,000 | 2,000 |  | $\bigcirc$ | 2,000 | $\bigcirc$ | 0.00\% |
| 01-231-5700-003 | TRAINING/SEMINARS/MEETINGS |  | 2,000 | 2,000 | 2,000 |  | $\bigcirc$ | 2,000 | - | 0.00\% |
|  |  | TOTAL | 76,850 | 88,850 | 88,850 |  | - | 87,634 | -1,216 | $-1.37 \%$ |
| DEPA | tMental total |  | 424,850 | 440,418 | 440,418 |  | 0 | 440,372 | $-46$ | -0.01\% |

## 290 EMERGENCY MANAGEMENT

The Emergency Management Department is responsible for emergency management planning and mitigation activities. In the event of a large scale emergency, the Emergency Management Director will play a primary role in coordinating the response of the Town and interacting with other government entities.

## Summary of Changes

No change


## 241 CODE DEPT

Mission
The Building Department is charged with enforcing the State Building Codes to ensure the residents, businesses and visitors of Leicester are afforded safe and reliable structures in which to live and work. The department is also responsible for the enforcement of the Town zoning bylaws and Massachusetts MAABB (Massachusetts Architectural Access Barrier Board) CMR 521 rules and regulations. This is done to ensure the continued harmony between the residents and businesses in Leicester as our community grows to meet the requirements and desires of our citizens. We are able to provide these services through openly communicating with homeowners, business owners and contractors. We continually look for ways to make navigating through permitting process easier to understand.

## Vision

Code Enforcement plays an important role in the community, not only with regard to new construction, but also with the repair and alteration of existing buildings. Because the building industry is ever changing, Code Enforcement personnel must stay informed regarding new materials, processes and practices. By keeping up with the industry, the department exerts a positive influence on the environment and contributes to the economic health and wellbeing of the community. As both an educator and valuable resource, a professional department provides many services to ensure a healthy and safe environment, from which the public benefits. The department only can be successful and provide needed services if there is recognition that code enforcement services are necessary and if there is a commitment to providing them.

## Summary of Changes

Level service budget


## 292 ANIMAL CONTROL

## Mission

The Animal Control Department is responsible for enforcing the Town's Animal Control Bylaw.

## Vision

To work with residents to provide safe, effective, and HuOur mission is to provide responsive, efficient animal control services, to provide a high quality of animal care, and to promote responsible pet ownership.

## Summary of Changes

Level service budget

| PERSONNEL |  |  | FY18 BUDGET | FY 20 |  |  |  | FY 20 TOWN | \$ CHANGE | \% CHANGE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | FY19 BUDGET | FY 20 INITIAL | SUPPLEMENTAL |  | ADMINISTRATOR |  |  |
| 01-292-5100-000 | WAGES-ANIMAL CONTROL |  | $\bigcirc$ | $\bigcirc$ | $\bigcirc$ | - |  | $\bigcirc$ | $\bigcirc$ | 0.00\% |
| 01-292-5101-000 | SALARY-ANIMAL CONTROL OFFICER |  | 24,179 | 24,602 | 24,602 | 0 |  | 25,094 | 492 | 2.00\% |
|  |  | TOTAL | 24,179 | 24,602 | 24,602 | o |  | 25,094 | 492 | 2.00\% |
| EXPENSES |  |  |  |  |  | FY 20 |  | FY 20 TOWN |  |  |
|  |  |  | FYı 8 BUDGET | FY19 BUDGET | FY 20 INITIAL | SUPPLEMENTAL |  | ADMINISTRATOR | \$ CHANGE | \% CHANGE |
| 01-292-5200-003 | MAINT CONTR/REPAIRS |  | 500 | 500 | 500 | 0 |  | 500 | $\bigcirc$ | 0.00\% |
| 01-292-5200-004 | CONSULTANTS /PROF SERVICES |  | 5,000 | 5,000 | 5,000 | 0 |  | 4,508 | -492 | -9.84\% |
| 01-292-5200-009 | PRINTING |  | ○ | ○ | ○ | o |  | ○ | - | 0.00\% |
| 01-292-5400-001 | OFFICE SUPPLIES |  | 1,400 | 1,400 | 1,400 | 0 |  | 1,400 | - | 0.00\% |
| 01-292-5400-005 | TOOLS/SMALL EQUIPMENT |  | 100 | 100 | 100 | 0 |  | 100 | - | 0.00\% |
| 01-292-5400-007 | ANIMAL DISPOSAL SUPPLIES |  | 675 | 675 | 675 |  |  | 675 | $\bigcirc$ | 0.00\% |
| 01-292-5700-002 | DUES/MEMBERSHIPS |  | 100 | 100 | 100 |  |  | 100 | $\bigcirc$ | 0.00\% |
| 01-292-5700-003 | TRAINING/SEMINARS/MEETINGS |  | 300 | 300 | 300 |  |  | 300 | $\bigcirc$ | 0.00\% |
| 01-292-5700-004 | CLOTHING ALLOWANCE |  | 325 | 325 | 325 |  |  | 325 | - | 0.00\% |
| 01-292-5800-001 | EQUIPMENT. $\$ 500$ ea. |  | 550 | 550 | 550 | 0 |  | 550 | $\bigcirc$ | 0.00\% |
|  |  | TOTAL | 8,950 | 8,950 | 8,950 |  |  | 8,458 | -492 | -5.50\% |
| DEPA | TMENTAL TOTAL |  | 33,129 | 33,552 | 33,552 |  | 。 | 33,552 | 0 | 0.00\% |

296 INSECT PEST CONTROL
This Department is responsible for the management of all the Town's street trees. The salary line item funds the stipend of the Tree Warden and the expenses line items are used for management and removal of diseased and dead trees.

Summary of Changes
No Change

| PERSONNEL |  |  | FY18 BUDGET | FY 20 |  |  |  | FY 20 TOWN | \$ CHANGE | \% CHANGE |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | FYı9 BUDGET | FY 20 INITIAL | SUPPLEMENTAL |  | ADMINISTRATOR |  |  |  |
| 01-296-5100-000 | SALARY-INSECT PEST CONTROL |  | 1,920 | 0 | 0 |  | 0 | 0 |  | 0 | 100.00\% |
|  |  | TOTAL | 1,920 | o | o |  | 0 | - |  | - | 100.00\% |
| EXPENSES |  |  |  |  |  | FY 20 |  | FY 20 TOWN |  |  |  |
|  |  |  | FY18 BUDGET | FY19 BUDGET | FY 20 INITIAL | SUPPLEMENTAL |  | ADMINISTRATOR | \$ CHANGE |  | \% CHANGE |
| 01-296-5200-004 | CONSULTANTS/PROF SERVICES |  | 6,850 | 6,850 | 6,850 |  | $\bigcirc$ | 6,850 |  | $\bigcirc$ | 0.00\% |
| 01-296-5400-005 | TOOLS/SMALL EQUIP |  | 1,000 | 1,000 | 1,000 |  | - | 1,000 |  | $\bigcirc$ | 0.00\% |
|  |  | TOTAL | 7,850 | 7,850 | 7,850 |  | $\bigcirc$ | 7,850 |  | ${ }^{\circ}$ | 0.00\% |
| DEPA | TMENTAL TOTAL |  | 9,770 | 7,850 | 7,850 |  | 0 | 7,850 |  | $\bigcirc$ | 0.00\% |


| 300 SCHOOL DEPARTMENT |  | FYı8 BUDGET | FYı9 BUDGET | FY 20 INITIAL | SUPPLEMENTAL |  | NISTRATOR | s CHANGE | \% CHANGE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| departmental total | ALL SCHOOLS | 16,264,094 | 16,667,839 | 16,750,385 |  | \$ | 16,881,790 | 213,9 | 1.28\% |

## 420 HIGHWAY DEPT

## Mission

The Leicester Highway Department provides professional public works and public safety services to manage the infrastructure, parks and fields with which we have been entrusted.

## Vision

To create a safe and healthy environment by satisfying the infrastructure management needs of the Town of Leicester, as well as to maintain clean town parks and fields

## Summary of Changes

No significant changes aside of full year implementation of the Class/Comp plan for non-union employees

| PERSONNEL |  |  | FY18 BUDGET | FY19 BUDGET | FY 20 INITIAL | FY 20 |  | FY 20 TOWN | \$ CHANGE | \% CHANGE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  | SUPPLEMENTAL |  | ADMINISTRATOR |  |  |
| 01-420-5100-000 | WAGES-HIGHWAY |  | 362,100 | 413,152 | 419,447 |  | $\bigcirc$ | 434,332 | 21,180 | 5.13\% |
| 01-420-5101-000 | SALARY-HIGHWAY SUPERINTENDENT |  | 75,003 | 80,580 | 80,580 |  | $\bigcirc$ | 82,683 | 2,103 | 2.61\% |
| 01-420-5130-000 | SALARY/WAGES-OVERTIME |  | 2,000 | 2,000 | 2,000 |  | o | 2,000 | $\bigcirc$ | 0.00\% |
|  |  | TOTAL | 439,103 | 495,732 | 502,027 |  | $\bigcirc$ | 519,015 | 23,283 | 4.70\% |
| EXPENSES |  |  |  |  |  | FY 20 |  | FY 20 TOWN |  |  |
|  |  |  | FY18 BUDGET | FYı19 BUDGET | FY 20 INITIAL | SUPPLEMENTAL |  | ADMINISTRATOR | \$ CHANGE | \% CHANGE |
| 01-420-5200-001 | TELEPHONES |  | 700 | 700 | 700 |  | - | 700 | - | 0.00\% |
| 01-420-5200-002 | ELECTRIC |  | 6,650 | 5,800 | 5,800 |  | $\bigcirc$ | 4,800 | -1,000 | -17.24\% |
| 01-420-5200-003 | MAINT CONTRACTS/REPAIRS |  | 1,000 | 1,000 | 1,000 |  | - | 800 | -200 | -20.00\% |
| 01-420-5200-004 | CONSULTANTS/PROF SERVICES |  | 57,000 | 55,000 | 55,000 |  | - | 50,000 | -5,000 | -9.09\% |
| 01-420-5200-006 | WATER/SEWER |  | 1,235 | 1,085 | 1,085 |  | $\bigcirc$ | 660 | -425 | -39.17\% |
| 01-420-5200-007 | ADVERTISING |  | 500 | 500 | 500 |  | - | 500 | - | 0.00\% |
| 01-420-5200-008 | POSTAGE COSTS |  | 100 | 100 | 100 |  | $\bigcirc$ | 100 | $\bigcirc$ | 0.00\% |
| 01-420-5200-009 | PRINTING |  | $\bigcirc$ | $\bigcirc$ | $\bigcirc$ |  | $\bigcirc$ | 0 | 0 | 0.00\% |
| 01-420-5400-001 | OFFICE SUPPLIES |  | 800 | 800 | 800 |  | $\bigcirc$ | 725 | -75 | -9.38\% |
| 01-420-5400-003 | HEATING FUEL |  | 5,572 | 4,410 | 4,410 |  | - | 3,410 | -1,000 | -22.68\% |
| 01-420-5400-004 | GASOLINE |  | 108,500 | 101,500 | 101,500 |  | $\bigcirc$ | 96,500 | -5,000 | -4.93\% |
| 01-420-5400-006 | PARTS/MATERIALS |  | 65,000 | 64,615 | 64,615 |  | $\bigcirc$ | 63,865 | -750 | -1.16\% |
| 01-420-5700-001 | MILEAGE/LICENSES |  | 900 | 1,940 | 1,940 |  | $\bigcirc$ | 1,940 | - | 0.00\% |
| 01-420-5700-002 | DUES/MEMBERSHIPS |  | 200 | 200 | 200 |  | - | 200 | - | 0.00\% |
| 01-420-5700-003 | TRAINING/SEMINARS/MEETINGS |  | 500 | 500 | 500 |  | $\bigcirc$ | 500 | $\bigcirc$ | 0.00\% |
| 01-420-5700-004 | CLOTHING ALLOWANCE |  | 4,300 | 4,785 | 4,785 |  | $\bigcirc$ | 4,200 | -585 | -12.23\% |
| 01-420-5700-007 | OTHER-GAS TAXES |  | 5,000 | 4,615 | 4,615 |  | $\bigcirc$ | 3,765 | -850 | -18.42\% |
|  |  | TOTAL | 257,957 | 247,550 | 247,550 |  | - | 232,665 | -14,885 | -6.01\% |
| DEPARTMENTAL TOTAL |  |  | 697,060 | 743,282 | 749,577 |  | - | 751,680 | 8,398 | 1.13\% |

## 423 SNOW \& ICE

Misson
The Snow and Ice accounts are managed by the Highway Superintendent and fund expenditures related to the winter maintenance of the roadways. This covers the related overtime costs of Town Employees, roadway salt and sand, contractors that augment staffing levels, and equipment repairs.

## Vision

The Highway Department will strive to keep town roads clean and passable at all times during the winter storm season.

Summary of Changes
No Change

| PERSONNEL |  |  | FYı 8 BUDGET | FYı9 BUDGET | FY 20 INITIAL | $\begin{gathered} \text { FY } 20 \\ \text { SUPPLEMENTAL } \end{gathered}$ | FY 20 TOWN |  | \$ CHANGE | \% CHANGE |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  | ADMINISTRATOR |  |  |  |
| 01-423-5130-000 | WAGES OVERTIME-SNOW \& ICE |  | 25,000 | 25,000 | 25,000 |  | $\bigcirc$ | 25,000 |  | 0 | 0.00\% |
|  |  | TOTAL | 25,000 | 25,000 | 25,000 |  | o | 25,000 |  | - | 0.00\% |
| EXPENSES |  |  |  |  |  | FY 20 |  | FY 20 TOWN |  |  |  |
|  |  |  | FY18 BUDGET | FY19 BUDGET | FY 20 INITIAL | SUPPLEMENTAL |  | ADMINISTRATOR | \$ CHANGE |  | \% CHANGE |
| 01-423-5200-004 | CONSULTANTS/PROF SERVICES |  | 8,000 | 8,000 | 8,000 |  | $\bigcirc$ | 8,000 |  | 0 | 0.00\% |
| 01-423-5400-006 | PARTS/MATERIALS |  | 88,000 | 88,000 | 88,000 |  | - | 88,000 |  | - | 0.00\% |
| DEPARTMENTAL TOTAL |  | TOTAL | 96,000 | 96,000 | 96,000 |  | - | 96,000 |  | 0 | 0.00\% |
|  |  |  | 121,000 | 121,000 | 121,000 |  | - | 121,000 |  | 0 | 0.00\% |

424 STREET LIGHTS
This department funds the cost of electricity for all the Town-owned street lights.

## Summary of Changes

Budget reduced due to LED light conversion; budget will bear watching

| EXPENSES |  |  | FY18 BUDGET | FY 20 FY 20 TOWN |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | FY19 BUDGET | FY 20 INITIAL | SUPPLEMENTAL |  | ADMINISTRATOR | \$ CHANGE | \% CHANGE |
| 01-424-5200-002 | ELECTRIC | TOTAL | 70,000 | 75,000 | 75,000 |  | 0 | 50,335 | -24,665 | -32.89\% |
| DEPARTMENTAL TOTAL |  |  | 70,000 | 75,000 | 75,000 |  | - | 50,335 | -24,665 | -32.89\% |
|  |  | 70,000 | 75,000 | 75,000 |  | - | 50,335 | $-24,665$ | -32.89\% |

## 541 COUNCIL ON AGING

Mission
The mission of the Leicester Council on Aging is to support and advocate for older adults and their families by providing programs, services, and resources that promote independent living and quality of life.

Vision
To provide services and assistance to the Senior community
Summary of Changes
No significant changes aside of full year implementation of the Class/Comp plan for non-union employees


## 543 VETERANS SERVICES

Mission

The mission of Veterans Service Officer is to be the advocate for the military veterans that are residents of the Town of Leicester whom are in financial need and are deemed eligible for M.G. L. Chapter 115 Veterans Benefits. As the Veteran's Agent Assist Veterans, Veterans spouses, and Veteran's Family members in filing appropriate documentation for Massachusetts and Federal Veterans Benefit Programs. Foremost, treat each Veteran with dignity and respect while courteously providing accurate and timely service.

Vision
The Veterans Service Office of Leicester will noted as the best informed and efficient in the state for obtaining information and processing veterans through the tedious application process

## Summary of Changes

The budget is leveled funded. This line item is influenced by macro economic conditions. The budget will have to be monitored throughout the year for variances


## 545 VETERANS GRAVES REGISTRATION

The Selectmen of every Town must appoint a resident who is a veteran to serve as a veterans' graves officer. The veterans' graves officer is responsible for ensuring every veteran's grave in the Town is suitably kept and cared for and the Town is responsible for paying for the care and maintenance of graves when not paid for by private citizens or cemetary trustees.

## Summary of Changes

No Changes


## 610 PUBLIC LIBRARY

## Mission

The Leicester Public Library strives to provide the materials, resources, instruction and programs that best meet the educational, information, enrichment and entertainment needs of our community.

## Vision

The Leicester Public Library is a vibrant institution that enriches life in the community by providing books and other materials for recreation and self-education, free access to technology, and cultural and informational programs that enable people to come together, share ideas and information and pursue lifelong learning. The library also acts as custodian and repository for items and ephemera regarding Leicester's history.

## Summary of Changes

Salary increases reflect the increased staffing necessary at the renovated/expanded library. Increases in utilities, office and maintenance supplies are anticipated as well. To be eligible for State Aid, the book budget needs to be at $16 \%$ of the Library's municipal budget. Some saved grant money will cover this, so while the total difference is 12,100 , there is $\$ 6$,ooo in the supplemental budget line. Actual CWMARS dues are $\$ 12,000$ per year. In the past, the difference has been paid through grant funding. There are sumes remaining, but not enough to fund the difference indefinately. Director's contract calls for $3-5 \%$ annual raises. $\$ 3 \%$ is $\$ 72,337.92$. This budget does not include lines that will be neccesary in the renovated building, such as yearly building maintenance items (Filters, yearly service calls, etc), landscaping, increased cleaning/janitoria service, dumpster or trash removal. It also assumes a revolving fund will pay for the copier lease


## 630 PARKS \& RECREATION

Mission
The Leicester Parks and Recreation Committee consists of 7 members. We provide an opportunity for all of the Town's residents to participate in a variety of enjoyable activities during their leisure. Committee sponsored programs are selected, organized and staffed with the objective of providing appealing programs to satisfy the diverse interest of Leicester residents.

## Vision

To provide the Town of Leicester residents with fun and affordable recreational sports, leisure activities, trips and events.

## Summary of Changes

No Changes

| PERSONNEL |  |  | FY18 BUDGET | FY19 BUDGET | FY 20 |  | FY 20 TOWN |  | \$ CHANGE | \% CHANGE |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | FY 20 INITIAL | SUPPLEMENTAL |  | ADMINISTRATOR |  |  |  |
|  | WAGES |  | 0 | 0 | - |  | - | 0 |  | 0 | 0.00\% |
|  |  | TOTAL | o | o | o |  | - | o |  | 0 | 0.00\% |
| EXPENSES |  |  |  |  |  | FY 20 |  | FY 20 TOWN |  |  |  |
|  |  |  | FY18 BUDGET | FY19 BUDGET | FY 20 INITIAL | SUPPLEMENTAL |  | ADMINISTRATOR | \$ CHANGE |  | \% CHANGE |
| 01-630-5200-002 | ELECTRIC |  | 1,250 | 1,250 | 1,250 |  | $\bigcirc$ | 1,250 |  | $\bigcirc$ | 0.00\% |
| 01-630-5200-004 | CONSULTANTS/PROF SERVICES |  | 1,200 | 1,200 | 1,200 |  | $\bigcirc$ | 1,200 |  | $\bigcirc$ | 0.00\% |
| 01-630-5200-006 | PARTS/MATERIALS |  | $\bigcirc$ | $\bigcirc$ | $\bigcirc$ |  | $\bigcirc$ | $\bigcirc$ |  | $\bigcirc$ | 0.00\% |
| 01-630-5400-007 | MAINTENANCE SUPPLIES |  | 4,000 | 4,000 | 4,000 |  | 0 | 4,000 |  | $\bigcirc$ | 0.00\% |
| DEPARTMENTAL TOTAL |  | TOTAL | 6,450 | 6,450 | 6,450 |  | $\bigcirc$ | 6,450 |  | - | 0.00\% |
|  |  |  | 6,450 | 6,450 | 6,450 |  | - | 6,450 |  | 0 | 0.00\% |

## 691 HISTORICAL COMM

The Commission is appointed by the Board of Selectmen and is responsible for local advocacy on and documentation of historically significant items and structures within the Community. Additionally, the Commission is responsible for the administration and enforcement of the bylaw for The Preservation of Historically Significant Buildings

## Summary of Changes

No Changes

| EXPENSES |  |  | FYı8 BUDGET | FYı9 BUDGET | FY 20 |  |  | FY 20 TOWN | \$ CHANGE |  | \% CHANGE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | FY 20 INITIAL | SUPPLEMENTAL |  | ADMINISTRATOR |  |  |  |
| 01-691-5200-004 | CONSULTANTS/PROF SERVICES |  | 800 | 800 | 800 |  | 0 | 800 |  | $\bigcirc$ | 0.00\% |
| 01-691-5400-001 | OFFICE SUPPLIES |  | 150 | 150 | 150 |  | - | 150 |  | - | 0.00\% |
| 01-691-5700-002 | DUES/MEMBERSHIP |  | - | - | . |  | - | - |  | - | 0.00\% |
| 01-691-5700-003 | TRAINING/SEMINARS/MEETINGS |  | 0 | 0 | $\bigcirc$ |  | 0 | $\bigcirc$ |  | 0 | 0.00\% |
|  |  | TOTAL | 950 | 950 | 950 |  | - | 950 |  | $\bigcirc$ | 0.00\% |
| DEPA | tmental total |  | 950 | 950 | 950 |  | $\bigcirc$ | 950 |  | 0 | 0.00\% |

692 MEMORIAL DAY COMM The Committee manages, plans, and oversee the Town's official Memorial Day activities annually in May.

Summary of Changes
No Changes


The funding allocated to this department covers the principal portion of the Town's annual debt service obligations.

## Summary of Changes

Reflects addition of Library debt (1.9 Million), Hillcrest house debt (100K), and Highway equipment debt (\$910k)

| EXPENSES |  | FY18 BUDGET | FY 20 |  |  |  | FY 20 TOWN | \$ CHANGE | \% CHANGE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | FY19 BUDGET | FY 20 INITIAL | SUPPLEMENTAL |  | ADMINISTRATOR |  |  |
| 01-710-5900-020 | WATER POLL ABATE-LOAN 1 | 9,953 | 9,953 | 9,953 |  | $\bigcirc$ | 9,953 | O | 0.00\% |
| 01-710-5900-021 | POLICE LAND PURCHASE-PRINCIPAL | 20,000 | 19,722 | 19,437 |  | - | 19,437 | -285 | -1.45\% |
| 01-710-5900-022 | RTE 9 WATER PROJECT-PRINCIPAL | 100,000 | 95,000 | 95,000 |  | - | 95,000 | - | 0.00\% |
| 01-710-5900-023 | POLICE STATION-PRINCIPAL | 175,000 | 172,569 | 165,212 |  | - | 165,212 | -7,357 | -4.26\% |
| 01-710-5900-024 | RTE 9 PUMP STATION-PRINCIPAL | 10,000 | 9,861 | 9,719 |  | - | 9,719 | -142 | -1.44\% |
| 01-710-5900-025 | HILLCREST CC PURCHASE-PRINCIPAL | 160,000 | 152,847 | 150,634 |  | - | 150,634 | -2,213 | -1.45\% |
| 01-710-5900-027 | WATER POLL ABATE-LOAN 2 | 3,380 | 3,380 | 3,380 |  | - | 3,380 |  | 0.00\% |
| 01-710-5900-028 | SCHOOL BLDG RENOV-PRINCIPAL | - | $\bigcirc$ | - |  | - | - | - | 0.00\% |
| 01-710-5900-029 | O6 ROOF REPLACEMENTS-PRINCIPAL | 40,000 | 35,000 | 35,000 |  | - | 35,000 | - | 0.00\% |
| 01-710-5900-031 | WATER POLL ABATE-LOAN 3 | 6,611 | 6,611 | 6,611 |  | - | 6,611 | $\bigcirc$ | 0.00\% |
| 01-710-5900-032 | USDA SCH. ROOF \& BOILER-PRINCIPAL | 9,693 | 10,019 | 10,357 |  | - | 10,358 | 339 | 3.38\% |
| 01-710-5900-034 | ENERGY INFRASTRUCTURE PROJECT | 69,848 | 74,569 | 79,492 |  | - | 79,493 | 4,924 | 6.60\% |
| 01-710-5900-035 | FIRE AND EMS HEADOUARTERS | 315,000 | 140,000 | 145,000 |  | $\bigcirc$ | 145,000 | 5,000 | $3.57 \%$ |
| 01-710-5900-036 | FIRE AND EMS HEADOUARTERS | - | 130,000 | 140,000 |  | - | 140,000 | 10,000 | 7.69\% |
| 01-710-5900-037 | TOWN HALL ELEVATOR | $\bigcirc$ | 25,000 | 25,000 |  | - | 25,000 | - | 0.00\% |
| 01-710-5900-038 | TOWN HALL REMODELING | - | 10,000 | 10,000 |  | - | 10,000 | $\bigcirc$ | 0.00\% |
| 01-710-5900-039 | LIBRARY | - | - | - |  | - | 65,000 | 65,000 | n/a |
| 01-710-5900-040 | HILLCREST BUILDING | 0 | - | - |  | - | 15,000 | 15,000 | n/a |
| 01-710-5900-041 | HIGHWAY EQUIPMENT | - | $\bigcirc$ | $\bigcirc$ |  | - | 155,000 | 155,000 | n/a |
|  | TOTAL | 919,485 | 894,532 | 904,795 |  | 0 | 1,139,797 | 245,265 | 27.42\% |
| DEPA | TMENTAL TOTAL | 919,485 | 894,532 | 904,795 |  | 0 | 1,139,797 | 245,265 | 27.42\% |

## Summary of Changes

Reflects addition of Library debt (1.9 Million), Hillcrest house debt (100K), and Highway equipment debt (\$910k)

| EXPENSES |  | FYı 8 BUDGET |  |  | FY 20 FY 20 TOWN |  |  | \% CHANGE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | FY19 BUDGET | FY 20 INITIAL | SUPPLEMENTAL | ADMINISTRATOR | \$ CHANGE |  |
| 01-751-5900-021 | POLICE-LAND PURCHASE-INTEREST | 2,050 | 1,453.58 | 867 | $\bigcirc$ | 867 | -587 | -40.35\% |
| 01-751-5900-022 | RTE 9 WEST WATER PROJECT-INT | 10,050 | 7,125.00 | 4,275 | - | 4,275 | -2,850 | -40.00\% |
| 01-751-5900-023 | POLICE STATION-INTEREST | 31,802 | 26,587.60 | 21,521 | - | 21,521 | $-5,067$ | -19.06\% |
| 01-751-5900-024 | RTE 9 PUMP STATION-INTEREST | 1,858 | 1,559.62 | 1,266 | - | 1,266 | -294 | -18.83\% |
| 01-751-5900-025 | HILLCREST CC PURCHASE-INTEREST | 28,867 | 24,174.20 | 19,622 | - | 19,622 | $-4,552$ | -18.83\% |
| 01-751-5900-028 | SCHOOL BLDG RENOV-INTEREST | - | 0.00 | - | - | - | - | 0.00\% |
| 01-751-5900-029 | O6 ROOF REPLACEMENTS-INTEREST | 5,250 | 3,675.00 | 2,205 | - | 2,205 | -1,470 | -40.00\% |
| 01-751-5900-032 | USDA SCH. ROOF \& BOILER-INTEREST | 12,525 | 12,197.02 | 11,859 | $\bigcirc$ | 11,859 | -338 | -2.77\% |
| 01-751-5900-034 | ENERGY INFRASTRUCTURE PROJECT | 59,384 | 57,438.26 | 55,362 | $\bigcirc$ | 55,362 | -2,076 | -3.61\% |
| 01-751-5900-035 | FIRE AND EMS HEADQUARTERS | 154,242 | 126,825.00 | 122,625 | - | 122,625 | $-4,200$ | -3.31\% |
| 01-710-5900-036 | FIRE AND EMS HEADOUARTERS | - | 52,700.00 | 47,500 | - | 47,500 | -5,200 | -9.87\% |
| 01-710-5900-037 | TOWN HALL ELEVATOR | - | 8,500.00 | 7,500 | - | 7,500 | -1,000 | -11.76\% |
| 01-710-5900-038 | TOWN HALL REMODELING | - | 3,400.00 | 3,000 | $\bigcirc$ | 3,000 | -400 | -11.76\% |
| 01-710-5900-039 | LIBRARY | - | - | - | - | 62,756 | 62,756 | n/a |
| 01-710-5900-040 | HILLCREST BUILDING | 0 | $\bigcirc$ | $\bigcirc$ | $\bigcirc$ | 4,579 | 4,579 | n/a |
| 01-710-5900-041 | HIGHWAY EQUIPMENT | $\bigcirc$ | 0 | $\bigcirc$ | - | 41,207 | 41,207 | n/a |
|  | TOTAL | 306,027 | 325,635 | 297,602 | - | 406,144 | 80,509 | 24.72\% |
| DEPA | TMENTAL TOTAL | 306,027 | 325,635 | 297,602 | o | 406,144 | 80,509 | 24.72\% |

## 752 TEMPORARY LOAN INTEREST

The Town has the option to enter into temporary short term borrowing agreements to phase the borrowing on a project to reduce the overall impact on the budget or for small projects that could be paid off in the near term. Temporary borrowings are normally for a term of one year and only obligate the Town to pay interest. Short term borrowings can be reissued two times for any single project.

Summary of Changes
Reduction of temporary debt; BAN for library grant funds


Bond issuance costs primarily include legal and financial advisory services related to accessing various financial markets.

## Summary of Changes

Budget not funded


911 WORCESTER REGIONAL RETIREMENT
Although employees fund the vast majority of the pension through contributions while they are active employees, the Town does contribute an annual amount to the pension system as well. This is based on an actuarial analysis of both retired and active employees.

## Summary of Changes

Reflects change in annual assessment


## 912 WORKER COMPENSATION

Like all employers the Town is required to carry workers compensation insurance. The funding in this department covers the cost of the annual premium for our conventional workers compensation policy and our Injured on Duty coverage for Police Officers and Fire Fighters.

## Summary of Changes

Reflects modest forecast increase in policy charges


913 UNEMPLOYMENT COMP
The Town self funds any unemployment obligations for former employees in accordance with State regulations.

## Summary of Changes

Budget level funded


## 914 EMPLOYEE BENEFITS

The accounts in the employee benefits department fund the Town's portion of fringe benefits offered to all eligible employees.

## Summary of Changes

Slight increase based on a $0 \%$ health insurance premium change

| PERSONNEL |  | FY18 BUDGET | FYı19 BUDGET | FY 20 |  | FY 20 TOWN | \$ CHANGE | \% CHANGE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | FY 20 INITIAL | SUPPLEMENTAL | ADMINISTRATOR |  |  |
| 01-914-5110-001 | EMPLOYEE LIFE INSURANCE | 15,795 | 16,500 | 16,500 |  | 17,000 | 500 | 3.03\% |
| 01-914-5110-002 | EMPLOYEE HEALTH INSURANCE | 2,361,156 | 2,500,713 | 2,675,763 |  | 2,502,350 | 1,637 | 0.07\% |
| 01-914-5110-003 | EMPLOYEE MEDICARE | 215,000 | 220,000 | 225,000 |  | 225,000 | 5,000 | 2.27\% |
| 01-914-5110-004 | RETIREE LIFE INSURANCE | 4,050 | 4,100 | 4,100 |  | 4,105 | 5 | 0.12\% |
| 01-914-5110-005 | RETIREE HEALTH INSURANCE | 456,160 | 501,776 | 501,776 |  | 516,829 | 15,053 | 3.00\% |
| 01-914-5110-006 | HRA | 0 | 23,000 | 23,000 |  | 23,000 | 0 | 0.00\% |
|  |  | 3,052,161 | 3,266,089 | 3,446,139 |  | 3,288,285 | 22,196 | 0.68\% |
| DEPA | TMENTAL TOTAL | 3,052,161 | 3,266,089 | 3,446,139 |  | 3,288,285 | 22,196 | 0.68\% |

945 BONDING \& INSURANCE
The Bonding and insurance account covers the Town and Schools general liability, automobile, professional liability and law enforcement liability insurance premiums and deductibles. In addition, this account covers the Public Officials Bonds held by staff in the Treasurer Collector's Office.

## Summary of Changes

Budget reflects modest increase in Property/Casualty insurance policy


#  Tnnum Thall  <br>  

"Jo Ge zeady to mazch upon the múnute."
Col. Wm. Henshaw of Leicesier

March 22, 2019
Board of Selectmen
1 Washburn Sq
Leicester, MA 01524

At a meeting of the Leicester Historical Commission held on Wednesday, January 20, 2019, the commission voted to make the following recommendation to the Board of Selectmen:

That the town of Leicester retain ownership of the property at 1 Paxton Street, Leicester, commonly known as the "Swan Tavern," for a period of one year. In this period, the Leicester Historical Commission will engage in partnership with the Leicester Historical Society and allow for the creation of a "friends" organization, with the express purpose of the creation of a historical museum at the Swan Tavern.

By August of 2019, or prior to that time, if it is found that due to lack of fundraising endeavors or lack of other support, the Historical Commission will notify the board that this endeavor is no longer in the best interests of the town and will further engage with the Board of Selectmen for future plans of the property to ensure the future preservation of this historically significant property.


## SELECT BOARD MEETING MINUTES <br> MARCH 18, 2019 at 6:30pm TOWN HALL, SELECT BOARD CONFERENCE ROOM

## CALL TO ORDER/OPENING

Chairwoman Provencher called the meeting to order at 6:31pm. Chair Dianna Provencher, Vice Chair Sandra Wilson, $2^{\text {nd }}$ Vice Chair Brian Green, Selectman Harry Brooks, Selectman Rick Antanavica, Town Administrator David Genereux, Assistant to the Town Administrator Kristen Forsberg and Student Liaisons Alyssa Pupillo and Katheryn Stapel were in attendance.

## 1. SCHEDULED ITEMS

## a. 6:30pm - Resignations/Appointments

- Resignation - Kara Miller - Assistant Treasurer

A motion was made by Ms. Wilson and seconded by Mr. Green to accept the resignation of Kara Miller, Assistant Treasurer and to send a letter of thanks for service. The motion carried 5:0:0.

- Appointment - Barbara Paszuk - Council on Aging

A motion was made by Ms. Wilson and seconded by Mr. Brooks to appoint Barbara Paszuk to the Council on Aging. The motion carried 5:0:0.

- Appointment - Inspector of Animals - Janet King

A motion was made by Mr. Brooks and seconded by Ms. Wilson to appoint Janet King as the Inspector of Animals from May 1, 2019 through April 30, 2020. The motion carried 5:0:0.
b. $\mathbf{6 : 3 5 p m}$ - Library Expansion \& Renovation Update

This item was passed over

## 2. PUBLIC COMMENT PERIOD

Residents discussed water and sewer issues in Cherry Valley and Rochdale including the bills being \$300-\$500 per month, putting many families in danger of foreclosure and forcing them to limit showers, laundry and flushing, concerns about shutoff notices sent, the Cherry Valley Sewer District's impending bankruptcy, consolidation of districts, increases to all residents taxes if foreclosures start happening in Town, the impact of the high water costs on businesses, plummeting property values, difficulty selling homes in Cherry Valley, the non-viability of Moose Hill, residents not being able to sell their homes, homes being rendered inhabitable if the water is shut off, using barrels to recycle water and water plants, rates being lower in other towns, holding district meetings at Town Hall, ongoing working group meetings between local, state and federal officials and the water and sewer districts, recognition that this is a Town wide problem, issues of jurisdiction and special legislation that created the water districts and DLS refusing to get involved as the districts are non-taxing entities.

## 3. REPORTS \& ANNOUNCEMENTS

## a. Student Liaison Reports

The student liaisons provided updates from the Leicester Public Schools including spring pictures, community reading, dodgeball night, the freshman/sophomore semi and science fair winners.

## b. Select Board Reports

The Select Board discussed various topics including renewing dog licenses, the rabies clinic on April $13^{\text {th }}$ at which dog licenses can be renewed, the fundraiser for Eddie Besse that resulted in the purchase of an accessible van,
the Little League kick off meeting on April $20^{\text {th }}$, cherry valley sewer increasing their rates by $20 \%$ and sale of donated shoes for \$5-\$10 at Deja Nu.

## c. Town Administrator Report

The Town Administrator presented highlights from his written report including phone issues at Town Hall, solar panels on the rooftops of town buildings/schools and an update on the Church Street Bridge project which should begin May $6^{\text {th }}$ and be completed by August $14^{\text {th }}$.

## 4. OTHER BUSINESS

a. Vote to Authorize Transfer of $\$ \mathbf{1 2 2 , 0 0 0}$ from the School Special Education Stabilization Account

A motion was made by Ms. Wilson and seconded by Mr. Brooks to authorize the expenditure of $\$ 122,000$ from the school special education stabilization account. The motion carried 5:0:0.
b. Review Draft Annual Town Meeting Warrant Including:

- Proposed Prop $21 / 2$ Override Article
- 1 Paxton Street Reuse Discussion
- Memorial School Disposition Discussion

After lengthy discussion and input from residents, a motion was made by Mr. Antanavica and seconded by Mr. Brooks to not put the proposed proposition $21 / 2$ override for the highway department on the ballot. The motion carried 4:1:0 with Mr. Green casting the opposing vote

The Board discussed the condition of 1 Paxton Street based on a report from the building inspector. The Leicester Historical Society asked to be given the opportunity to run the building as a historical museum. The Board wanted a written recommendation on the reuse of the building from the Historical Commission.

The Board discussed the reuse of Memorial School including possible early termination fees for removal of the solar panels on the roof, outstanding debt on the property, the $\$ 40,000$ playground and fields and potential reuse options.

Mr. Genereux discussed the draft Annual Town Meeting warrant with the Board. Annual Town Meeting is May $7^{\text {th }}$ at 7pm in the Town Hall Gym.

A motion was made by Mr. Brooks and seconded by Ms. Wilson to continue the meeting past 10pm. The motion carried unanimously.

## c. Execute Delegation Agreement for a Police Lieutenant Sole Assessment Center

A motion was made by Ms. Wilson and seconded by Mr. Green to execute the delegation agreement for a police lieutenant sole assessment center. The motion carried 3:2 with Mr. Brooks and Mr. Antanavica casting the opposing votes.

## d. Execute Delegation Agreement for a Police Chief Sole Assessment Center

A motion was made by Ms. Wilson and seconded by Mr. Green to execute the delegation agreement for a police chief sole assessment center. The motion carried 3:1:1 with Mr. Brooks casting the opposing vote and Mr. Antanavica abstaining.

## e. Flying Flags at Half Staff for Town Officials and Employees

A motion was made by Ms. Wilson and seconded by Mr. Antanavica to approve the flag policy as presented. The motion carried 5:0:0.

## 5. MINUTES

a. February 25, 2019

A motion was made by Ms. Wilson and seconded by Mr. Green to approve the minutes of February 25, 2019. The motion carried 5:0:0.
b. March 4, 2019

A motion was made by Ms. Wilson and seconded by Mr. Green to approve the minutes of March 4, 2019. The motion carried 5:0:0.

A motion to adjourn was made by Mr. Brooks and seconded by Mr. Antanavica at 10:13pm. The motion carried 5:0:0.

# SELECT BOARD RETREAT MINUTES <br> MARCH 25, 2019 at 6:00 pm BECKER COLLEGE, BORGER ROOM 112 

## CALL TO ORDER/OPENING

The meeting had to be moved from Room 100 to Room 112 because that classroom was occupied. Chairwoman Provencher called the meeting to order at 6:09 pm. Chair Dianna Provencher, Vice Chair Sandra Wilson, $2^{\text {nd }}$ Vice Chair Brian Green, Selectman Harry Brooks, Selectman Rick Antanavica, and Town Administrator David Genereux were in attendance. , $2^{\text {nd }}$ Vice Chair Brian Green arrived approximately fifteen minutes after the start of the meeting.

## 1. Discuss 3-5 Year Goals

Discussion began with a review of the notes from the last workshop which took place on March 21, 2015. Discussion on the "Best Services" bullet from those notes centered upon having Town Hall open for a half day on Friday. Mr. Antanavica noted that he gets many complaints about the Town Hall be closed on Fridays. Ms. Wilson stated that it was done originally to save energy costs, which no longer applies since the School Department is now in the building. She added that most employees would likely oppose the change.

Discussion moved to the perception that the Town is not business-friendly. Mr. Genereux stated that that is a common misconception because of the regulatory process required to permit new business. The consensus of the Board was that the Town needs to do whatever necessary to attract more business to the Town.

The Board then discussed the need for affordable housing. Mr. Antanavica stated that there is a lack of available housing for lower income seniors or young people. Discussion then centered on the options for the Memorial School. Mr. Genereux stated that the RFP will be open ended.

Discussion then moved toward the lack of available utilities. Mr. Brooks stated that we should be working with our representatives, as well as contacting the DPU to see if it is possible to extend natural gas service in the Town. Ms. Provencher suggested that we may benefit by contacting Spencer, as they are having similar issues on the eastern portion of Route 9.

The Board then discussed employee morale and social media policy. Mr. Genereux stated that he believed the discussion regarding the Highway override that was not supported by the Board was overtly long and negative in nature. Other recent examples of issues at other board and committee meetings was discussed, including Conservation, Parks, and Historical. Discussion revolved around the presentation, and whether the commentary was overtly negative.

Mr. Brooks asked whether objectionable or false comments made by employees, board \& committee members, or other individuals can be addressed legally. Mr. Genereux said that as Board members and employees are "public figures", it would be difficult to address comments by private citizens. However, members of boards or committees could be addressed through a social media policy. Mr. Genereux agreed to provide the board with a copies of social media policies at a future meeting.

Mr. Genereux then discussed the economic development position that was funded through the Host Community Agreement with Cultivate. Mr. Genereux stated that he intended to bring it before the Board has a Highway position. Mr. Genereux explained that he felt that it was more important currently to have someone in the field rather than working a desk. Ms. Wilson stated that the position was supposed to help out
the town planner, write grants and update the Town website regularly. Mr. Genereux stated that economic development was limited because of the town's infrastructure issues and that the Town had applied for and received grants from the major grant categories: Green Communities, Complete Streets, and the Community Compact program. Mr. Genereux said that most grants do not help fund operating budgets. Mr. Brooks spook of the possibility of funding at least a part time position. Mr. Genereux stated that he would try to do it at Fall Town Meeting.

Mr. Brooks spoke to Ms. Provencher, regarding an individual who worked part time for two different times, who may now be available. Ms. Provencher stated that she would check into the matter further. Mr. Genereux stated that he would be bring the warrant article to the Board at the next meeting.

The meeting then centered on the Vision Statement. The Board discussed some minor changes, such as removing the Fire Station from near term goals and adding the Middle School project. Ms. Wilson stated that she would update the Vision Statement and get it back to the Board for review.

## 2. Review Comprehensive Policy Manual

The Board did not elect to review the comprehensive Police Manuel due to the lateness of the hour. It was agreed that another retreat would be scheduled to further discuss the Board Goals and the Policy Manual.

A motion to adjourn was made by Mr. Brooks, seconded by Mr. Antanavica at 9:20 pm. The motion carried unanimously.

## Executive Session Motion

## Board Member 1

I move to go into Executive Session under MGL Chapter 30A, Section 21(a) under

Exceptions 3 \& 7 - Discuss strategy with respect to pending litigation in the case of BSI v. Town of Leicester, Civil Action No. 1885 CV00985 pursuant to G.L. c. 30A, §21(a)(3) and (7) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007).

The Board will reconvene in open session only for the purpose of adjournment.

## Board Member 2

Second

## Chairperson

To discuss these matters in open session would compromise the position of the Town, the Chair so declares.

## VOTE BY ROLL CALL


[^0]:    $\mathrm{Q}: \backslash$ Enviroscience $\backslash$ Marketing $\backslash$ Geryl $\backslash$ Administrative Docs $\backslash \mathrm{F}$ O-01A - Standard General Terms And Conditions Rev 9-2018- Inc.DocxRevised September 2018
    Contract

[^1]:    Q: \Enviroscience $\backslash$ Marketing $\backslash$ Geryl $\backslash$ Administrative Docs $\backslash$ F O-01A - Standard General Terms And Conditions Rev 9-2018- Inc.DocxRevised September 2018
    Contract

[^2]:    C. Amend Section 3.30, Business Residential-1 (BR-1) Zone, by re-numbering use nn. as oo. and inserting use pp. as follows:

[^3]:    Cherry Sheet Offsets: School Choice, Public Libraries

