



# PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: October 7, 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](http://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 - Dog Hearing – Noncompliance with Board Order - Bella (Sheard), 39 Craig Street
- b. 6:45pm – Executive Session, MGL Chapter 30A, Section 21A, Exception 6 - To consider the purchase, exchange, lease or value of real property (Hillcrest Country Club)

### 2. PUBLIC COMMENT PERIOD

### 3. REPORTS & ANNOUNCEMENTS

- a. Student Liaison Reports
- b. Select Board Reports
- c. [Town Administrator Report](#)

### 4. RESIGNATIONS & APPOINTMENTS

- a. [Appointments - Tree Lighting Committee](#)
- b. [Appointments - 300<sup>th</sup> Anniversary Committee](#)

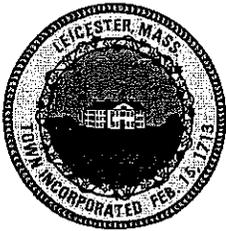
### 5. OTHER BUSINESS

- a. [Senior Center Donations](#)
- b. [EEE Discussion](#)
- c. [VHB Proposal Acceptance and Authorization to Sign Contract - Water Issues at 3 Paxton Street](#)
- d. [Vote and Update Fall Special Town Meeting Warrant Articles, Sign Warrant and Assign Motions](#)

### 6. MINUTES

- a. [September 23, 2019](#)
- b. [October 1, 2019](#)
- c. [Executive Session Minutes](#)

ADJOURN



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

September 24, 2019

Colleen Sheard  
39 Craig Street  
Rochdale, MA 01542

**Re: NOTICE OF NONCOMPLIANCE DOG HEARING – BELLA**

Dear Ms. Sheard:

In accordance with the requirements set forth by the Board of Selectmen at the hearing regarding your dog Bella on July 13, 2015, you are required to obtain and keep insurance as detailed below.

**100,000 insurance policy** – The owner or keeper of the dog shall provide proof of insurance in an amount not less than \$100,000 insuring the owner or keeper against any claim, loss, damage or injury to persons, domestic animals or property resulting from the acts, whether intentional or unintentional, of the dog or proof that reasonable efforts were made to obtain such insurance if a policy has not been issued. If a policy of insurance has been issued, the owner or keep shall produce such policy upon request of the hearing authority or a justice of the district court. If a policy has not been issued, the owner or keeper shall produce proof of efforts to obtain such insurance.

The Town has since received your proof of insurance, and the initial hearing was cancelled. However, I have since learned that, while you have paid for it, a license has not issued by the Town Clerk's Office due to failure to pay statutory late fees. Your current balance due is \$135.00.

Page 2 of the policy issued by Prime Insurance Company states, under the heading "EXCLUSIONS" bars coverage for any claim arising at the time of an Accident during a period for which "...the Insured Animal is not currently and validly registered with the county or state where the insured resides and where the Insured Animal is housed or kept..."

Based on this exclusion, your policy does not currently meet the criteria as valid proof of insurance, as the animal does not currently have a Town dog license.

**You are required to license the dog by paying your outstanding balance to the Town Clerk by Wednesday, October 2nd, 2019 at 5pm or appear before the Board at their meeting on October 7<sup>th</sup>, 2019 at 6:30pm.**

Please remember that failure to comply with an order issued by the Select Board for a dog deemed to be dangerous can result in seizure and impoundment of the dog by law enforcement or the animal control officer under MGL Chapter 140, Section 157.

Thank you for your prompt attention to this matter. Please contact our office at 508-892-7077 with any questions.

Regards,

  
David Genereux  
Town Administrator

Attachments: Town Clerk letter dated 07/03/2019  
Prime Insurance Company Policy Page 2

CC: Leicester Town Clerk



# OFFICE OF THE TOWN CLERK TOWN OF LEICESTER

3 WASHBURN SQUARE • LEICESTER, MASSACHUSETTS 01524-1333  
TELEPHONE: (508) 892-7011 • FAX: (508) 892-7070

**DEBORAH K. DAVIS**  
TOWN CLERK  
E-mail: [davidd@leicesterma.org](mailto:davidd@leicesterma.org)

**Susan M. Zuscak**  
ASSISTANT TOWN CLERK  
E-mail: [zuscaks@leicesterma.org](mailto:zuscaks@leicesterma.org)

July 03, 2019

Brian & Colleen Sheard  
39 Craig Street  
Rochdale, MA 01542

Dear Mr. and Mrs. Sheard,

We have been trying to reach you by phone and mail several times but have been unsuccessful.

We are in receipt of your online payment for Bella but are unable to process for several reasons:

- Bella's rabies certificate has expired 03/17/2019.
- Bella was not licensed in 2017.
- Late fees in the amount of \$75.00 have accumulated for 2017.
- Letter of November 14, 2018 we removed the September 2017 late fee of \$50.
- Initial payment was received for 2018 but with 2017 outstanding fees we could not license for 2018.
- Late fees in the amount of \$75.00 have accumulated for 2018.

We will need to resolve these issues prior to licensing Bella for 2019. A reminder as well, the Animal Liability insurance policy, # XC18070078, expires 07/02/2019 and we will need a new certificate as soon as possible.

Please call our office with any questions or concerns you might have. Your immediate attention to this matter is greatly appreciated.

Sincerely,

Deborah K. Davis  
Leicester Town Clerk

cc: Leicester Animal Control  
Leicester Select Board  
Leicester Town Administrator

Certified Mail – Return Receipt Requested

RECEIVED JUL 03 2019

manifest or reported. Claims arising from Accidents occurring prior to the Policy Period are not covered regardless of when Damages are first manifest or discovered.

2. We have both the right and the duty to provide for your defense with respect to a Claim covered by the Policy. We have the exclusive right to designate and appoint legal counsel to represent you and to otherwise control such defense. Notwithstanding anything to the contrary, our duty to provide for such defense will immediately terminate:
  - a. When the applicable Limits of Liability of the Policy are exhausted by payment of Damages and/or Claim Expenses;
  - b. If the Insured fails to fulfill any Self-Insured Retention obligation imposed by this Policy in a timely manner;
  - c. If the Application, including any supplemental information related thereto, is discovered by us to contain any material misrepresentation of fact; or
  - d. If you violate any of the conditions set forth in this Policy.
3. We have the sole right, but not the duty, under this Policy to settle those otherwise covered Claims for which the proposed amount to be paid as Damages does not exceed the applicable Limits of Liability. Any such settlement will be binding upon the Insured and will not require the Insured's prior consent or ratification. Payment of settlement funds or expenses by us shall not relieve you of your duty to make timely payment of any applicable Self-Insured Retention.
4. We will pay with respect to any Claim we defend:
  - a. All Claim Expenses we incur; or
  - b. All costs of Suit pursuant to statute or order of court after a verdict is entered against the Insured in the Suit; and
  - c. All interest on any judgment that accrues after entry of the judgment and before we pay, tender, or deposit with the court that part of the judgment that does not exceed our Limits of Liability.

Any of the above payments are part of and will reduce the Limits of Liability provided by this Policy.

5. Our duty to defend or indemnify is limited to Damages arising from Claims or Suits brought in the United States of America or its territories.

#### B. Exclusions

No coverage is afforded nor shall any duty to defend exist under this Policy for:

1. Any Claim that occurs if at the time of Accident:
  - a. The animal involved, whether owned by the Insured or not, is not specifically scheduled on the Declarations or any Endorsement as an Insured Animal; or
  - b. The Insured Animal is not currently and validly registered with the county or state where the Insured resides and where the Insured Animal is housed or kept; or
  - c. The Insured Animal is not fully compliant with any and all governmental regulations as prescribed by the municipality, county, or state; or
  - d. The Insured Animal is being harbored, kept, maintained, or boarded by any boarding kennel or other facility unless the facility is fully disclosed in writing on the application for insurance and accepted by the Company by being listed on the Declarations or any Endorsement; or

Colleen Sheard  
39 Craig ST  
ROCKDALE MA 01542

19-918-OF

**RETURN OF SERVICE**

Served in hand at last and usual known address

To: Colleen Sheard  
(print name)

By: Sgt. Alexander Samia  
(print name)

On: 25 day of 9 at 1:08 pm

Alexander L. Samia  
(signature)

Sgt.  
(rank or title)

## **Proposed Executive Session Motion**

### **Board Member 1**

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

Exception #6 To consider the purchase, exchange, lease or value of real property  
(Hillcrest Country Club)

The Board will reconvene in open session at the conclusion of executive session.

### **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**

## **Hillcrest Country Club Building Report**

### **Background**

David Genereux asked if I would assess the current conditions of the clubhouse at Hillcrest Country Club. This inspection is not all inclusive but an overview of a 2 hour walk through of the exterior and interior spaces that are easily accessible. A more comprehensive inspection will undoubtedly reveal other deficiencies throughout the building.

1. Parking lot is in poor condition and has exceeded its serviceable life
2. Due to failing condition of the parking lot it does not meet ADA requirements.
3. Aluminum siding is incomplete in areas and does not provide a weather tight envelope on all elevations.
4. Brick veneer columns at eastern elevation second story deck needs a cap
5. Brick veneer need tuck pointing throughout
6. Exposed electrical under eastern elevation second story deck needs to be removed
7. Aluminum siding at easterly second story deck needs infill at old railing location
8. Patio doors at function room below second story deck have exceeded serviceable life
9. Patio doors are not ADA compliant
10. Missing siding at southerly elevation
11. Picture windows at southerly elevation are newer vinyl replacement windows but the original frames need replacement
12. Windows from line #11 are not caulked
13. Fascia metal wrap is missing-needs replaced
14. T-111 siding at southerly elevation needs to be replaced-failed
15. Brickwork at all elevations needs tuck-pointing throughout
16. Infilled door locations at patio area have archaic/inefficient glazing
17. Asbestos containing material probable in glazing
18. Structural steel for future deck at southerly elevation was never capped allowing water to accumulate in the structural posts. As that water freezes it has split the structural posts potentially causing catastrophic failure. Engineer review required for a corrective action plan
19. Glass block at infilled areas has failed and multiple blocks are broken
20. Archaic and unserviceable door in glass block infilled location
21. Garage door jamb metal needs to be repaired/replaced
22. Scalloped fascia needs scape/sand repainted if is even salvageable
23. Archaic and unserviceable windows throughout need to be replaced with new efficient windows.
24. There is bow in the westerly wall that could signify a structural deficiency or failure. This should be investigated further.
25. Old vent hole in aluminum siding should be repaired
26. Metal fascia missing at westerly elevation
27. Foundation repairs needed adjacent to glass block infilled areas on westerly elevation
28. Vegetative growth on side of building should be removed
29. Siding on westerly elevation be power washed and prepped and painted.

## **Hillcrest Country Club Building Report**

30. Missing gutter at northerly elevation
31. FDC connection signage missing
32. Missing siding at northerly elevation adjacent to garage
33. Foundation crack at northerly elevation adjacent to structural glass block infill
34. Block foundation needs to be tuck pointed
35. Fascia at exterior kitchen entrance needs fascia wrapped
36. Stair rail at exterior kitchen entrance is not to code and needs repair
37. Newer replacement windows were installed but not caulked
38. Missing siding at northerly elevation
39. Function room is not ADA compliant-see 2011 ADA transition plan attached
40. Women's bathroom is not ADA compliant-(see 2011 transition plan attached
41. Function room entry door not ADA compliant and need replacement
42. Significant dip in dance floor could indicate structural deficiency or failure
43. Floor, walls and ceiling in scullery does meet health code requirements
44. Floor, wall and ceiling in kitchen does not meet health code requirements
45. No non-combustible surface on wall behind stove
46. Hood is archaic and exceeded its serviceable life-probable that there is no make-up air
47. Plywood under stove is flammable and does not meet health code requirements.
48. French doors from patio to function room are not ADA compliant or sufficient thermal barriers
49. OSB "finished" walls in multiple locations do not meet flame-spread requirements.
50. Door at southerly function room entrance is not ADA compliant and has exceeded its serviceable life
51. Transition from patio floor to bar area does not meet ADA requirements
52. Door from bar area to patio does not meet ADA requirements
53. Men's room does not meet ADA requirements
54. Illegal wiring in men's room
55. No exhaust fan in men's room
56. Multiple open junction boxes in attic
57. Improper flashing around chimney
58. Wiring in apartment is archaic
59. Exterior door at apartment needs replacement

Respectfully Submitted,

Jim Reinke

Quality Contracting Inc.

MA Unrestricted Construction Supervisor # 106568

# HILLCREST GOLF COURSE AND CLUBHOUSE

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Hillcrest Golf Course and Clubhouse, located at 325 Pleasant Street, is a golfing facility including a golf course, pro shop and clubhouse. The golf course has holes on either side of Pleasant Street.

1. **Issue:** Accessible parking spaces do not have signage at the head of each space.

**Recommendation:** Provide post-mounted signage.

**Est. Cost:** \$250



2. **Issue:** Path from parking to the Pro Shop is cracked and uneven. Cross-slope is >2%.

**Recommendation:** Resurface area of parking lot.

**Est. Cost:** \$5,000



3. **Issue:** Gravel path to the Pro Shop is not firm, stable or slip-resistant.

**Recommendation:** Provide a paved path from parking to pro-shop.

**Est. Cost:** \$1,000



4. **Issue:** There is no accessible route to entrance of pro shop. There is a 4" step to entrance landing. Entrance threshold is 5".

**Recommendation:** Install a ramp to entrance.

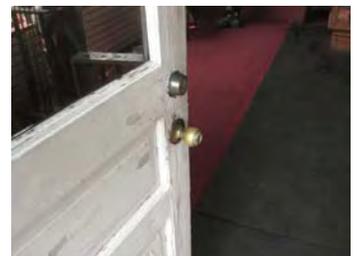
**Est. Cost:** \$12,000



5. **Issue:** Door hardware at entrance to pro shop requires pinching, tight grasping and twisting.

**Recommendation:** replace with lever hardware.

**Est. Cost:** \$100



6. **Issue:** Transaction counter in the Pro Shop does not have a portion of the counter 36" high & 36" wide.

**Recommendation:** Provide an auxiliary counter or folding shelf.

**Est. Cost:** \$1,500



7. **Issue:** Path from the Pro Shop to the golf cart area is not firm, stable or slip-resistant.

**Recommendation:** Provide a paved path from parking to pro-shop.

**Est. Cost:** \$1,000



8. **Issue:** Curb transition at club house is >8.3%. Transition at top and bottom is abrupt and uneven.

**Recommendation:** Install a new curb ramp.

**Est. Cost:** \$2,000



9. **Issue:** There is no accessible route to performance area in clubhouse

**Recommendation:** Install a ramp.

**Est. Cost:** \$8,000



10. **Issue:** There is accessible route to patio area.

**Recommendation:** Install a ramp

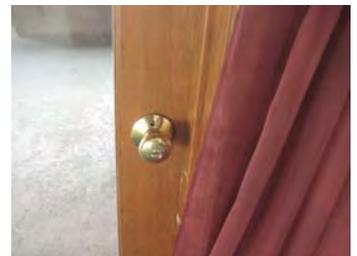
**Est. Cost:** \$4,000



11. **Issue:** Door hardware requires twisting, tight grasping and twisting to operate.

**Recommendation:** Replace knobs with lever hardware.

**Est. Cost:** 5 x \$100 = \$500



12. **Issue:** There is no portion of the bar 34" high and 60" wide.

**Recommendation:** Lower portion of bar.

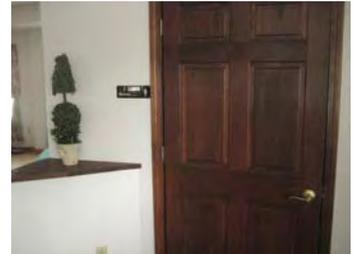
**Est. Cost:** \$3,000



13. **Issue:** Toilet room signage does not have tactile and Braille lettering. Signage is not mounted on the latch side of the door.

**Recommendation:** Install tactile and Braille signage

**Est. Cost:** 2 x \$50 = \$100



14. **Issue:** Stall in women's toilet room is not accessible. Toilet clearance is <59" deep (@53".) There is no rear grab bar, side grab bar is <42". Flush valve is on the wrong side of the toilet. Stall door requires pinching, tight grasping and twisting. Coat hook is mounted >54" high.

**Recommendation:** Provide an accessible stall.

**Est. Cost:** \$10,000



15. **Issue:** Women's room lavatory does not provide 27" high knee clearance. Faucets require pinching tight grasping and twisting. Lavatory pipes are not insulated or recessed. Mirror is mounted >40" high.

**Recommendation:** Remove lavatory apron. Insulate lavatory pipes. Replace twist faucets with lever faucets. Relocate mirror.

**Est. Cost:** \$7,500



16. **Issue:** Side grab bar in men's toilet room extends <54" out from back wall. Toilet paper dispenser interferes with the use of the side grab bar.

**Recommendation:** Reposition grab bar and dispenser.

**Est. Cost:** \$500



17. **Issue:** Lavatory pipes in men's toilet room are not recessed or insulated. Paper towel dispenser is mounted >54" high.

**Recommendation:** Insulate pipes and relocate dispenser.

**Est. Cost:** \$500



18. **Issue:** There is no lowered urinal, 17" high.

**Recommendation:** Lower urinal.

**Est. Cost:** \$1,500



19. **Issue:** There are no detectable warnings where golf course route crosses pleasant street.

**Recommendation:** Provide detectable warnings.

**Est. Cost:** 2 x \$500 = \$1,000



**TOTAL ESTIMATED COST: \$59,450**



Town of Leicester  
**OFFICE OF THE TOWN ADMINISTRATOR**

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

October 3, 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 October 3, 2019.

**Citizen issues:** Topics discussed with various citizens.

- Met a resident having questions on the School project and Town Meeting
- Dealt with an insurance issue regarding a broken residential door.

**Meetings:**

- Attended the Senior Breakfast – Participated in a discussion regarding the School project
- Attended COA meeting – discussed Town meeting
- Attended Library Building Committee meeting
- Attended Finance Advisory Board meeting
- Met with representatives from Hilltop Management regarding the Hillcrest property lease
- Met with Cherry Valley Water and Sewer representatives to discuss betterment histories.

**Activities:**

- Fulfilled two public records requests (Ransomware attack history/Police Union contracts)
- Completed the Fall Town Meeting warrant
- Redid Library Financials Report
- Worked on a Town Hall ADA accessibility grant that is due for submission on October 8.
- The Tarantino Memorial Court is complete, with the exception of court paint, which will likely be done in the spring.

Please feel free to contact me with any questions or concerns



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**Tree Lighting Committee**

*Approved September 9, 2019*

The Tree Lighting Committee shall be responsible for the planning, coordination and execution of Leicester's annual Tree Lighting event through the following avenues:

- Partner with local businesses, community organizations, non-profits, the Public Safety Committee, and Town departments to develop an event that appeal to all ages and encourage the greatest participation of all Leicester residents and friends;
- Develop effective methods to notify the public of the event, and any other activity designed to assist with the funding of the event including the use of print, internet, and social media;
- Plan and run activities throughout the year that raises funds via donation for the Tree Lighting event;
- Develop effective methods to notify the public of the event, and any other activity designed to assist with the funding including the use of print, internet, and social media;

The Committee shall be comprised of five (5) at-large members appointed by the Select Board.

\_\_\_\_\_  
Sandra Wilson, Chair

\_\_\_\_\_  
Dianna Provencher, Member

\_\_\_\_\_  
Harry Brooks, Vice Chair

\_\_\_\_\_  
John Shocik, Member

\_\_\_\_\_  
Richard Antanavica, 2<sup>nd</sup> Vice Chair



## TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

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

NAME Gabrielle Danforth HOME TEL. \_\_\_\_\_  
ADDRESS: . Rochdale, MA WORK TEL. \_\_\_\_\_  
01542

EMAIL ADDRESS: \_\_\_\_\_

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

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

### AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

Four  Two  One  Less than one

Are you available for evening meetings?

Monday  Tuesday  Wednesday  Thursday

Are you available throughout the year for committee meetings?

Yes  No

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

Winter  Spring  Summer  Autumn

EDUCATION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Please complete reverse side)

**EMPLOYMENT EXPERIENCE:**

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

If yes, state position(s) and date(s): \_\_\_\_\_

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

Girl scout troop leader  
\_\_\_\_\_  
Medical Assistant  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMENTS:** Please tell us why you are interested in serving on the committees noted and any additional comments you may have: \_\_\_\_\_  
Assist girl scout with elf hunt and kids activities  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**I possess the following training or experience:**

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

Other Skills & Interests: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Government or Community Volunteer Experience (Leicester or Elsewhere)**

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

eSigned via SignlessDocs.com  
*Gabrielle Danforth*  
Key: cb5a1d93bd06a9db6e2b633b6e28ca

**Signature of Applicant**

09/25/2019

**Date**

*Thank you for your interest in serving the Town of Leicester*



## TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

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

NAME HARRY BROOKS HOME TEL. \_\_\_\_\_

ADDRESS: \_\_\_\_\_ WORK TEL. \_\_\_\_\_

LEICESTER \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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

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

### AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

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Are you available for evening meetings?

Monday  Tuesday  Wednesday  Thursday

Are you available throughout the year for committee meetings?

Yes  No

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

Winter  Spring  Summer  Autumn

EDUCATION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Please complete reverse side)

**EMPLOYMENT EXPERIENCE:**

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

If yes, state position(s) and date(s): \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMENTS:** Please tell us why you are interested in serving on the committees noted and any additional comments you may have: \_\_\_\_\_  
We did tree lighting for 3 years under Parks

\_\_\_\_\_

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

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

**I possess the following training or experience:**

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

Other Skills & Interests: \_\_\_\_\_

\_\_\_\_\_

**Government or Community Volunteer Experience (Leicester or Elsewhere)**

Position/Activity	Date(s)	City or Town
Selectman	_____	_____
COD	_____	_____
parks and Rec	_____	_____
		09/23/2019
<b>Signature of Applicant</b>		<b>Date</b>

Thank you for your interest in serving the Town of Leicester



## TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

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

NAME Kim Bachant HOME TEL. \_\_\_\_\_

ADDRESS: \_\_\_\_\_ WORK TEL. \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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

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

### AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

Four  Two  One  Less than one

Are you available for evening meetings?

Monday  Tuesday  Wednesday  Thursday

Are you available throughout the year for committee meetings?

Yes  No

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

Winter  Spring  Summer  Autumn

EDUCATION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Please complete reverse side)

**EMPLOYMENT EXPERIENCE:**

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

If yes, state position(s) and date(s): \_\_\_\_\_

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

Leicester Harvest Fair

Warren Conservation Commission Sec

Helped in creating & assisting in varies events throughout Leicester

**COMMENTS:** Please tell us why you are interested in serving on the committees noted and any additional comments you may have: \_\_\_\_\_  
I truly enjoy being part of this

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

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

**I possess the following training or experience:**

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

Other Skills & Interests: \_\_\_\_\_

**Government or Community Volunteer Experience (Leicester or Elsewhere)**

Position/Activity	Date(s)	City or Town
_____	_____	_____
_____	_____	_____
_____	_____	_____
 <small>Key: cb5a1d93bd06a9db6e2b633bf6e28ca</small>		09/24/2019
<b>Signature of Applicant</b>		<b>Date</b>

Thank you for your interest in serving the Town of Leicester



## TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

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

NAME Megan Bouchard HOME TEL. \_\_\_\_\_

ADDRESS: \_\_\_\_\_ WORK TEL. \_\_\_\_\_

Rochdale

EMAIL ADDRESS: \_\_\_\_\_

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

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

### AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

Four  Two  One  Less than one

Are you available for evening meetings?

Monday  Tuesday  Wednesday  Thursday

Are you available throughout the year for committee meetings?

Yes  No

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

Winter  Spring  Summer  Autumn

EDUCATION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Please complete reverse side)

**EMPLOYMENT EXPERIENCE:**

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

If yes, state position(s) and date(s): \_\_\_\_\_

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

Leicester tree lighting committee

COMMENTS: Please tell us why you are interested in serving on the committees noted and any additional comments you may have: I would like to resume my voluntary services on the Leicester tree lighting committee.

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

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

**I possess the following training or experience:**

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

Other Skills & Interests: \_\_\_\_\_

**Government or Community Volunteer Experience (Leicester or Elsewhere)**

Position/Activity	Date(s)	City or Town
		09/23/2019
Signature of Applicant		Date

Thank you for your interest in serving the Town of Leicester



## TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

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

NAME Sarah Connly HOME TEL. \_\_\_\_\_

ADDRESS: \_\_\_\_\_ WORK TEL. \_\_\_\_\_

Leicester Ma 01524

EMAIL ADDRESS: \_\_\_\_\_

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

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

### AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

Four  Two  One  Less than one

Are you available for evening meetings?

Monday  Tuesday  Wednesday  Thursday

Are you available throughout the year for committee meetings?

Yes  No

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

Winter  Spring  Summer  Autumn

EDUCATION: \_\_\_\_\_

Masters in Reading, 2003 Worcester State University

(Please complete reverse side)

**EMPLOYMENT EXPERIENCE:**

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

If yes, state position(s) and date(s): Substitute Teacher, 1994

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

Teacher in the Sutton Public Schools, 1997- present  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

This is my way of giving back to Leicester. I enjoyed being on the Trew Lighting Committee this past year. I hope to be able to help out once again.  
\_\_\_\_\_

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

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

**I possess the following training or experience:**

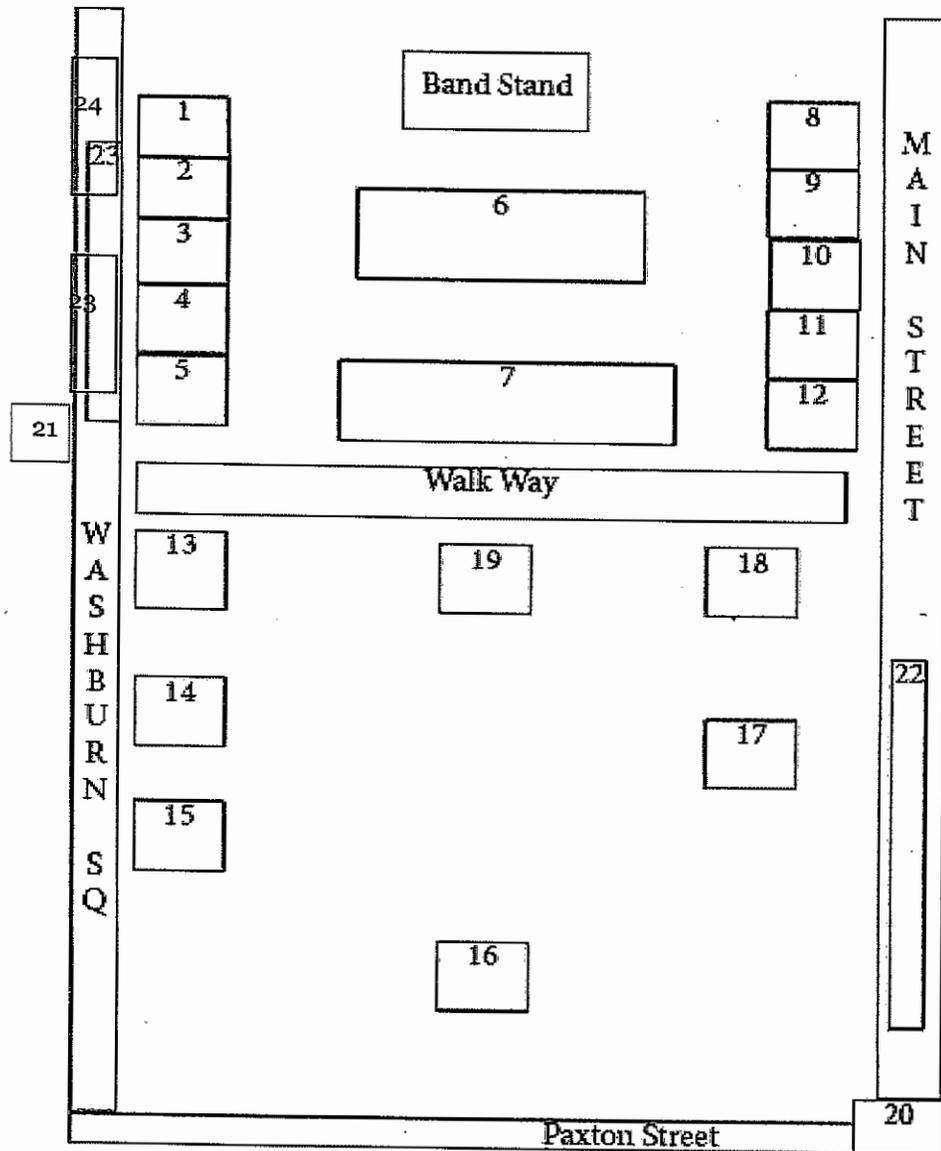
- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Architecture             | <input checked="" type="checkbox"/> Communications | <input type="checkbox"/> Computer Technology      |
| <input type="checkbox"/> Construction             | <input type="checkbox"/> Economics                 | <input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

Other Skills & Interests: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Government or Community Volunteer Experience (Leicester or Elsewhere)**

Position/Activity	Date(s)	City or Town
<u>Tree Lighting Committee</u>	<u>Nov. 2019- present</u>	<u>Leicester</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
		<u>09/29/2019</u>
<b>Signature of Applicant</b>		<b>Date</b>

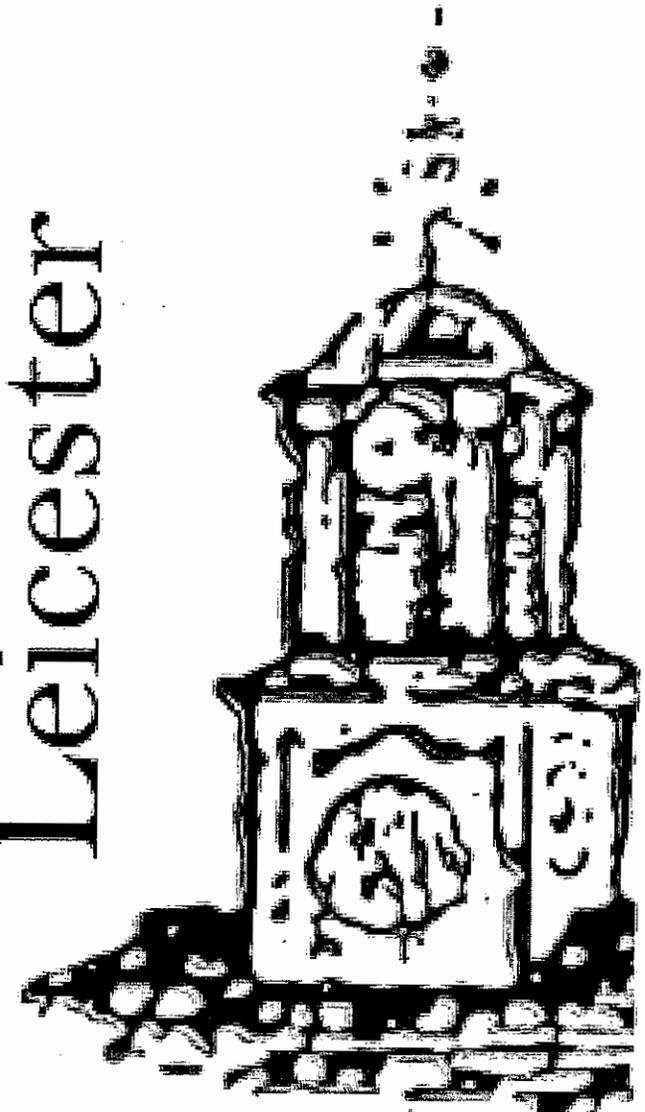
*Thank you for your interest in serving the Town of Leicester*



- |                       |                                |                             |
|-----------------------|--------------------------------|-----------------------------|
| 1. Wild Life Control  | 9. Worcester Regional Health   | 17. Christ Episcopal Church |
| 2. Leicester Dental   | 10. 12th Georgia               | 18. Little Bit Farm         |
| 3. 15th Massachusetts | 11. Life Source Church         | 19. Founders Day Committ    |
| 4. Library            | 12. Dunk Tank                  | 20. Central Mass Crane      |
| 5. Historical Society | 13. Mike's Donut Shoppe        | 21. Bathrooms               |
| 6. Games              | 14. Leicester Foundation       | 22. Muster                  |
| 7. Lions Club         | 15. Mothers Club               | 23. Eye-mobile              |
| 8. Face Painting      | 16. Leicester Men's Basketball | 24. Fire Dept Safe Truck    |

Subject to change

# Leicester



## 300<sup>th</sup> Founder's Day

### 2013

### June 15, 2013

# Castle Restaurant

1230 MAIN STREET  
LEICESTER, MA



Spencer - Leicester - Rutland - Warren - Worcester

800-547-2885

Spencerbankonline.com



## Morin Funeral Homes

*Family Owned and Operated Since 1900*

Morrison-Morin Funeral Home  
1131 Main Street, Leicester, MA 01524

## Founder's Day Committee

- Sandy Wilson (Co-Chair)
- Barbra Knox (Co-Chair)
- Dan Benoit
- Joanne Bernier
- Harry Brooks
- Lisa Johnson
- Mike Knox
- Kristina Looney
- Alyssa Mullins
- Dianna Provencher
- Kathleen Wilson

## Timeline of Events

10:00 a.m.— 12:00 p.m. : Parade

Leicester Memorial School to Town Common

12:00 p.m.—6:00 p.m.: Activities on the Common

1:00 p.m.—2:30 p.m.: Muster — “Old Main Street”

9:00 p.m.—9:30 p.m. : Fire Works

Leicester High School

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## History of Leicester

In 1686 a group of businessmen from Roxbury purchased what is now Leicester from the Nipmucs. The land included Leicester, Spencer and parts of Paxton. The area was first known as Towtaid, a term the Nipmucs used. The name was later changed to Strawberry Hill in reference to the vast amount of Strawberries which grew in the town. The town was then officially named Leicester, after Leicester, England.

Leicester was officially settled in February 1713 which makes this year the 300<sup>th</sup> anniversary of the settling of Leicester.

Over the past 300 years Leicester has experience and played a leading role in many historical events and movements.

The first notable event is the Revolutionary War. Leicester's Militia marched to Lexington and Concord to aid the Patriots. During this time that Col. Henshaw coined the term "Minute Men".

It was also during this time that many Jewish people who were living in Newport, Rhode Island started coming to town to seek a safe place to live without prejudice like they had in Newport before the British took the city.

After the Revolutionary War, Leicester began moving toward becoming an industrial community. As early as the 1780's mills were being built in town. Many of the mills created hand cards.

By the mid 1800's Leicester was a thriving Mill town with mill villages in Leicester, Cherry Valley, Greenville, Lakeside, Mannville and Rochdale. Leicester continued to thrive during the Industrial Revolution, in fact one third of all the hand cards that were made in North America were produced in Leicester's mills. After 1945 mills began to close all over the country and this was true with Leicester.



Come in as a stranger...

Leave as a friend!

Eller's Restaurant

is thankful and proud

to be a sponsor of

Leicester's 2013

Founders Day Celebration!

**Country  
Bank**

1084 Main Street  
Leicester, MA 01524

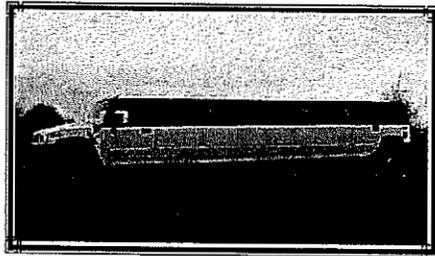
**CONGRATULATIONS LEICESTER ON 300 YEARS**



**AA Transportation Co., Inc.**

605 Hartford Turnpike (Rt. 20)  
Shrewsbury, MA 01545  
508-791-9100  
Fax: 508-845-7215

**AA Limousine Service, Inc.**



THANK YOU  
RON ERNENWEIN & AA TRANSPORTATION  
FOR DONATING THE BUSES.

THANK YOU  
CAROLYN WOOD AND DAVID CARLSON  
FOR VOLUNTEERING THEIR TIME TO DRIVE THE BUSES.

## Parade Line-up

Veteran Color Guard  
Grand Marshall— Ann Cutting  
Selectmen  
State Representatives  
and Senators  
Leicester Town Band  
American Legion Post 443  
Lady's Auxiliary  
Legion Post 443 Float  
Leicester Fire Truck and  
Ambulance  
15th Massachusetts Infantry  
Spencer and Paxton  
Representatives  
David Prouty Marching Band  
Boy Scout Troop 123  
National Junior Honor Society  
Leicester Parks and Recreation  
1952 Ford Truck—Paul Fontaine  
1952 Mercedes 220— Leon  
Schlemminger  
Fire trucks from Spencer  
Veterans of Foreign Wars  
Leicester Fire Department  
Melha Temple Drum Corp  
Melha Temple Trikes  
Fraternal Order of Eagles

1975 Corvette— Phil  
Yeskevicz  
1959 T-Bird—Ron Yeskevicz  
Breezy Bend RV  
Leicester Fire Engine  
12th Georgia Volunteer  
Infantry  
Country Bank  
Representatives  
Leicester High Pep Band  
The Lions Club  
Leicester Public Library  
Harvest Fair Committee  
Antique Car—Peter Daige  
Millbury Fire Engine  
Shannon— Davis Post 215  
Middle School Art Group  
Auburn High Marching  
Band  
Wiff-ALS  
New England All Breed  
Rescue  
Rod n' Gun Club  
1930 Ford Model A—Mike  
Repeka  
Leicester Fire Truck  
Subject to change

## **Food Vendors**

Leicester Men's Basketball: Sandwiches- (Shaved Steak, Sausage & Onions, Swordfish); Pretzels

Christ Episcopal Church: Fried Dough

Leicester Foundation: Baked Potatoes, Candy

Lions Club: Hot Dogs, Hamburgers, French Fries

Mike's Donuts Shoppe: Egg Sandwiches, donuts, Hot & Iced Coffee

Little Bit Farm: Carmel Apples

Leicester Mother's Club: Strawberry Shortcake

## **Other Booths**

Founder's Day Comm. : T-shirts, Cats Meows, Info

Fire Dept : Dunk Tank

Leicester Dental : Mouth Guards

Wildlife Control : Demos & Info

Historical Society : Cats Meows, Magnets, Info

15th Massachusetts Infantry : Demos & Info

12th Georgia Volunteer Infantry : Demos & Info

Board of Health : Demos & Info

Central Mass. Crane: Touch the Truck

Life Source Church: Info

Leicester Library: Info

Leicester High School: Face Painting

Eye-Mobile: BP checks & eye health info

Fire Dept: Safe Truck

Lee Lee: Balloon Animals

Veterans of Foreign Wars: Info

**SPECIAL THANKS  
TO THE  
CHILDREN OF  
MEMORIAL SCHOOL  
AND  
PRIMARY SCHOOL  
FOR SUPPORTING OUR  
FUNDRAISERS FOR A  
COMBINED TOTAL OF OVER  
\$5,000**



## **Sponsors**

### Nipmunk

Antanavica Constructions  
Coopers' Hilltop Farm  
J&S Excavating  
L.R.R. Auto Sales  
Liberty Movers  
Performance Food Service  
Big Daddy's DJ/ Karaoke  
D&G Sports Shop  
Leicester Town Band  
Pepin Waste Services  
Shiloh Band

### **Special thanks to our other supporters:**

Paramount Services  
The Hair Force  
Pleasant View Restaurant  
Brooks Family  
John Grenier  
Whitco  
Leicester Senior Citizens Club  
Little Bit Farm  
LHS Alumni  
Hillcrest Country Club  
Leicester Fire Dept

## **Activates on Common**

12:00 p.m. Opening Ceremonies  
12:15 p.m. Chris Allen Band  
1:00 p.m. Firefighter's Muster  
1:30 p.m. Games  
2:00 p.m. Dennis the Magician  
2:45 p.m. Games  
3:00 p.m. "Touch the Truck"  
3:15 p.m. Leicester Town Band  
4:30 p.m. Shiloh Band

Food, Games and activities throughout the day  
including face-paining, bag hole toss and hula hoops

## **Information on Muster**

The firefighters' muster will start at 1:00 p.m. The muster will take place on Main Street ("Old Main Street") next to the common. The muster will be an inter-department muster.

Events include: Straight roll lay, Reverse roll lay, Water polo and a Mystery race.

2:00 p.m. Bucket Brigade competition open to the public.

## **Information on Fire Works**

The fireworks will take place at Leicester High School.

The show will last approximately 23 minutes.

Seating will be allowed in the fields behind the Middle and Primary School, and parts of the Baseball field.

### **Parking Information:**

Parking allowed at all the schools, Senior Center, the Town Hall and Becker College lots.

At the end of the show Traffic will be directed as follows:

**High School** - will only be able to turn **Right** - North on Rt 56/Paxton St. You will be able to turn onto Whittemore St. or Mannville St. Highland Ave will be closed at Paxton St.

**Primary School** - will only be able to turn **Left** - South on Rt 56/Paxton St. Harberton Dr will be closed.

**Middle School & Senior Center** - will only be able to turn **Left** on Winslow Ave to Main St.

**Town Hall & 1st Becker College Lot** - will only be able to turn **Right** on Main St back to the Center

**Other Becker College Lots** - will only be able to turn **Left** east down Main St.

Please respect private property, park only where allowed

## **Sponsors**

### **Founding Father**

Students of Memorial School  
Eller's Restaurant  
Leicester Savings Bank Fund

### **Minute Man**

Students of Primary School  
Spencer Savings Bank  
Country Bank

### **Settler**

J. Henri Morin & Sons Funeral Homes  
Castle Restaurant  
Leicester Arts Council  
AA Transportation  
Leicester Business Association  
Leicester Foundation  
Becker College



## TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

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

NAME Kim Myles-Hedgepeth HOME TEL. \_\_\_\_\_

ADDRESS: Vibra Hospital - 111Huntoon Memorial Hwy. WORK TEL. \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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

- |   |  |
|---|--|
| <input type="checkbox"/> Advisory/Finance Committee         | <input type="checkbox"/> Economic Development Committee                    |
| <input type="checkbox"/> Agricultural Commission            | <input type="checkbox"/> Historical Commission                             |
| <input type="checkbox"/> Arts Council                       | <input type="checkbox"/> Memorial Day Committee                            |
| <input type="checkbox"/> Bandstand Committee                | <input type="checkbox"/> Parks and Recreation Committee                    |
| <input type="checkbox"/> Burncoat Park Planning Committee   | <input type="checkbox"/> Recycling Committee                               |
| <input type="checkbox"/> Bylaw Committee                    | <input type="checkbox"/> Road Conversion Committee                         |
| <input type="checkbox"/> Capital Improvement Planning Comm. | <input type="checkbox"/> Stormwater Committee                              |
| <input type="checkbox"/> Commission on Disabilities         | <input type="checkbox"/> Zoning Board of Appeals                           |
| <input type="checkbox"/> Conservation Commission            | <input checked="" type="checkbox"/> Other <u>300 Anniversary Committee</u> |

### AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

Four  Two  One  Less than one

Are you available for evening meetings?

Monday  Tuesday  Wednesday  Thursday

Are you available throughout the year for committee meetings?

Yes  No

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

Winter  Spring  Summer  Autumn

EDUCATION: \_\_\_\_\_

BA Sociology Umass Amherst

(Please complete reverse side)

**EMPLOYMENT EXPERIENCE:**

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

If yes, state position(s) and date(s): \_\_\_\_\_

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

I am currently the Director of Community Awareness for Vibra Hospital  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMENTS:** Please tell us why you are interested in serving on the committees noted and any additional comments you may have: \_\_\_\_\_  
I am very interested in Vibra Hospital becoming an active member of this community and feel that this committee might be a great place to start  
\_\_\_\_\_

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

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

**I possess the following training or experience:**

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

Other Skills & Interests: \_\_\_\_\_  
I have worked in the Senior Market since 1987. My work history includes advocacy, admissions and marketing in a healthcare setting; community marketing  
\_\_\_\_\_

**Government or Community Volunteer Experience (Leicester or Elsewhere)**

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

eSigned via SaaslessDocs.com  
*Kem Myles-Hedgcock*  
Key: cb5a1d93b8d06a9db6e2b633bfe28ca

**Signature of Applicant**

08/13/2019

**Date**

Thank you for your interest in serving the Town of Leicester



## TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

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

NAME Allen Phillips HOME TEL. \_\_\_\_\_

ADDRESS: \_\_\_\_\_ WORK TEL. \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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

- |   |  |
|---|--|
| <input type="checkbox"/> Advisory/Finance Committee         | <input type="checkbox"/> Economic Development Committee                      |
| <input type="checkbox"/> Agricultural Commission            | <input type="checkbox"/> Historical Commission                               |
| <input type="checkbox"/> Arts Council                       | <input type="checkbox"/> Memorial Day Committee                              |
| <input type="checkbox"/> Bandstand Committee                | <input type="checkbox"/> Parks and Recreation Committee                      |
| <input type="checkbox"/> Burncoat Park Planning Committee   | <input type="checkbox"/> Recycling Committee                                 |
| <input type="checkbox"/> Bylaw Committee                    | <input type="checkbox"/> Road Conversion Committee                           |
| <input type="checkbox"/> Capital Improvement Planning Comm. | <input type="checkbox"/> Stormwater Committee                                |
| <input type="checkbox"/> Commission on Disabilities         | <input type="checkbox"/> Zoning Board of Appeals                             |
| <input type="checkbox"/> Conservation Commission            | <input checked="" type="checkbox"/> Other <u>300th anniversary committee</u> |

### AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

Four  Two  One  Less than one

Are you available for evening meetings?

Monday  Tuesday  Wednesday  Thursday

Are you available throughout the year for committee meetings?

Yes  No

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

Winter  Spring  Summer  Autumn

EDUCATION: \_\_\_\_\_

Bachelors Degree

(Please complete reverse side)

**EMPLOYMENT EXPERIENCE:**

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

If yes, state position(s) and date(s): \_\_\_\_\_

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

Vice Chairman of West Boylston Bicentennial Committee

Vice Chairman of WB parade committee

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

Both myself and my wife were members of the West Boylston Bicentennial Committee and was responsible for the year long celebration. The committee ran from 2004-2009

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

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

**I possess the following training or experience:**

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

Other Skills & Interests: \_\_\_\_\_

**Government or Community Volunteer Experience (Leicester or Elsewhere)**

Position/Activity	Date(s)	City or Town
_____	_____	_____
_____	_____	_____
_____	_____	_____
 <small>Key: cb5a1d93bd06a9db6e2b633bf6e28ca</small>		08/12/2019
<b>Signature of Applicant</b>		<b>Date</b>

Thank you for your interest in serving the Town of Leicester



## TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

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

NAME Mychelle Phillips HOME TEL. \_\_\_\_\_

ADDRESS: Leicester, MA WORK TEL. \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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

- |   |   |
|---|---|
| <input type="checkbox"/> Advisory/Finance Committee         | <input type="checkbox"/> Economic Development Committee           |
| <input type="checkbox"/> Agricultural Commission            | <input type="checkbox"/> Historical Commission                    |
| <input type="checkbox"/> Arts Council                       | <input type="checkbox"/> Memorial Day Committee                   |
| <input type="checkbox"/> Bandstand Committee                | <input type="checkbox"/> Parks and Recreation Committee           |
| <input type="checkbox"/> Burncoat Park Planning Committee   | <input type="checkbox"/> Recycling Committee                      |
| <input type="checkbox"/> Bylaw Committee                    | <input type="checkbox"/> Road Conversion Committee                |
| <input type="checkbox"/> Capital Improvement Planning Comm. | <input type="checkbox"/> Stormwater Committee                     |
| <input type="checkbox"/> Commission on Disabilities         | <input type="checkbox"/> Zoning Board of Appeals                  |
| <input type="checkbox"/> Conservation Commission            | <input type="checkbox"/> Other <u>300th Anniversary Committee</u> |

### AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

Four  Two  One  Less than one

Are you available for evening meetings?

Monday  Tuesday  Wednesday  Thursday

Are you available throughout the year for committee meetings?

Yes  No

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

Winter  Spring  Summer  Autumn

EDUCATION: \_\_\_\_\_

BSBA Mangement/New England College of Business

(Please complete reverse side)

**EMPLOYMENT EXPERIENCE:**

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

If yes, state position(s) and date(s): \_\_\_\_\_

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

Leominster Credit Union, Vice President Operations, April 2003-Present  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMENTS:** Please tell us why you are interested in serving on the committees noted and any additional comments you may have:  
My husband and I served on the West Boylston Bicentennial Committee back in 2008; I was the secretary. We planned a full year of events for our Bicentennial Year. I really enjoyed it.

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

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

**I possess the following training or experience:**

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

Other Skills & Interests: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Government or Community Volunteer Experience (Leicester or Elsewhere)**

Position/Activity	Date(s)	City or Town
Secretary/ Bicentennial Committee	2004-2008	West Boylston
Member/Finance Committee	202-2012	West Boylston
Treasurer/Athletic Association	2012-2017	West Boylston

eSigned via SaasntessDocs.com  
*Michelle M. Phillips*  
Key: cb5a1d93bd06a9db6e2b633bf6e28ca

**Signature of Applicant**

09/19/2019

**Date**

Thank you for your interest in serving the Town of Leicester



## TOWN OF LEICESTER

### Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

TELEPHONE: (508) 892-7016 • FAX: (508) 892-7506

[www.leicesterma.org](http://www.leicesterma.org)

**Rachelle S. Cloutier, M.Ed.**

*Director of Elder Affairs*

*E-mail: [cloutierr@leicesterma.org](mailto:cloutierr@leicesterma.org)*

**September 30, 2019**

**Cornerstone Bank  
253-257 Main Street  
P.O. Box 370  
Southbridge, MA 01550-0370**

**Attention: Scott M. Dungey  
Vice President, Controller  
Charitable Donations Committee**

**Thank you so very much for your generous donation of \$100 in support of our Annual Veterans' breakfast. Every year this event brings together veterans, family members, schoolchildren, staff and others to thank those who served to keep us free.**

**Your financial assistance makes for us an immeasurable difference in our abilities to provide this special breakfast at no charge to veterans and immediate family members.**

**Sincerely,**

**Rachelle S. Cloutier, M.Ed.  
Director of Elder Affairs**

**Cc: David Genereux, Town Administrator  
Board of Selectmen**

**You or a representative from your bank is cordially invited to attend this beautiful, heartwarming event.**



# TOWN OF LEICESTER

## Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

TELEPHONE: (508) 892-7016 • FAX: (508) 892-7506

[www.leicesterma.org](http://www.leicesterma.org)

**Rachelle S. Cloutier, M.Ed.**

*Director of Elder Affairs*

*E-mail: [cloutierr@leicesterma.org](mailto:cloutierr@leicesterma.org)*

**October 2, 2019**

**George McKenna Ins. Agency  
4 Pleasant Street  
Leicester, MA 01524**

**Dear Mr. Corley:**

**Thank you so very much for your generous donation of \$150 in support of our Annual Veterans' breakfast. Every year this event brings together veterans, family members, schoolchildren, staff and others to thank those who served to keep us free.**

**Your financial support will make an immeasurable difference in our abilities to provide this special breakfast at no charge to veterans and immediate family members.**

**Sincerely,**

**Rachelle S. Cloutier, M.Ed.  
Director of Elder Affairs**

**Cc: David Genereux, Town Administrator  
Board of Selectmen**



## TOWN OF LEICESTER

### Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

TELEPHONE: (508) 892-7016 • FAX: (508) 892-7506

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**Rachelle S. Cloutier, M.Ed.**

*Director of Elder Affairs*

*E-mail: [cloutierr@leicesterma.org](mailto:cloutierr@leicesterma.org)*

**October 2, 2019**

**Senior Citizens Club of Leicester  
c/o Marguerite Soojian, President**

**Dear Marguerite and senior group members:**

**Thank you so very much for your generous donation of \$100 in support of our Annual Veterans' breakfast. Every year this event brings together veterans, family members, schoolchildren, staff and others to thank those who served to keep us free.**

**Your financial support will make an immeasurable difference in our abilities to provide this special breakfast at no charge to veterans and immediate family members.**

**Sincerely,**

**Rachelle S. Cloutier, M.Ed.  
Director of Elder Affairs**

**Cc: David Genereux, Town Administrator  
Board of Selectmen**

**All members of the senior group may wish to sign up for this special event. For veterans and family members the breakfast is free of charge and for nonveterans and family there is a \$3 fee.**

From:  
To: [Genereux, David](#)  
Cc: [Forsberg, Kristen](#)  
Subject: EEE and Town Meeting  
Date: Thursday, September 26, 2019 8:45:36 AM  
Attachments: [image.png](#)

---

Dear David,

I'm changing library hours temporarily to close at 6pm on our late nights instead of 8pm, to not attract people out at night during this EEE situation. We'll expand some of our other hours to compensate for that.

I think there should be an agenda item for the next Selectmen meeting to discuss whether to move the Town Meeting into November, to avoid people being out at night during the EEE high risk status for our town.

Our next door neighbor Charlton should be listed as Critical Risk, not just high risk.... there was a case of EEE in Charlton, as reported on Charlton's website:

<https://www.townofcharlton.net/CivicAlerts.aspx?AID=43>

- **[Confirmed Case of EEE in Charlton](#)**

There has been a confirmed case of EEE in Charlton. Please follow all the precautions for EEE found on the Board of Health web page. The 6PM to 6AM outdoor activity ban is still in effect. For more information contact the state at 617-983-6800

According to the state's map key, that makes Charlton a Critical Risk area, because "a person with EEE infection has been identified in your area". However, they still have Charlton shown as high risk. Here's a link to the state EEE risk map:

<https://www.mass.gov/info-details/massachusetts-arbovirus-daily-update#eee-risk-map->

Here's a link to the map key:

[https://www.mass.gov/files/documents/2019/09/12/EEE\\_Map\\_Key.png](https://www.mass.gov/files/documents/2019/09/12/EEE_Map_Key.png)

and here is the map key:

Key to Color Coding on EEE Risk Map		
Risk	What it Means	What You Can Do
<b>Remote</b>  <b>Low</b> 	EEE is not usually found in your area	<b>TO Prepare</b> <ul style="list-style-type: none"> <li>• Know your risk – check regularly at <a href="http://www.mass.gov/dph/wmv">www.mass.gov/dph/wmv</a></li> <li>• Repair screens</li> </ul>
 <b>Moderate</b> 	EEE occurred in your area within the last year AND/OR there is EEE in mosquitoes in your area now	<b>TO Prevent – add this</b> <ul style="list-style-type: none"> <li>• Wear mosquito repellent when outdoors, especially between dusk and dawn</li> <li>• Avoid outside areas with obvious mosquito activity</li> </ul>
 <b>High</b> 	Conditions likely to lead to infection of a person with EEE are occurring in your area	<b>TO Prevent – add this</b> <ul style="list-style-type: none"> <li>• Adjust outdoor activity to avoid peak mosquito hours (from dusk to dawn)</li> <li>• Avoid overnight camping, particularly near freshwater swamps where EEE activity is most likely</li> </ul>
<b>Critical</b>	<b>Excessive risk from EEE virus exists, a person with EEE infection has been identified in your area</b>	<b>TO Prevent – add this</b> <ul style="list-style-type: none"> <li>• Cancel or reschedule outdoor gatherings, organized sporting events, etc. to avoid peak mosquito hours (dusk to dawn)</li> </ul>

I hope everyone takes this very seriously. Personally I will not come to the Town Meeting unless we have gone past the first hard frost that reduces the risk level.

Best regards,  
Paul Ravina





Town of Leicester  
**OFFICE OF THE TOWN ADMINISTRATOR**

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

**LEICESTER RETENTION PONDS  
ENGINEERING REVIEW  
SCOPE OF WORK  
REQUEST FOR COST**

The Town of Leicester (“Town”) is seeking a third party geotechnical engineer to review the design and construction of three retention ponds adjacent to the Town of Leicester Fire Station & EMS Project, 3 Paxton Street, Leicester (“the Project”). Currently the ponds, which were installed to slowly transition stormwater runoff from the Project to the water table are not draining. Abutters claim that the Project has increased the amount of water being transitioned to their properties. The selected firm should be able to identify design or construction issues with the retention ponds, determine responsibility, and recommend at least one course of action.

- 1) Engineers shall review all relevant project documents and plans and specifications associated with site work affecting the retention ponds on the Project, including contract documents, plans and specifically geotechnical reports, engineering reports, job meeting minutes and relevant correspondence;
- 2) Engineer shall conduct needed site visit(s) and appropriate performance testing and evaluation on site to identify the reason(s) and cause(s) for the failure of the retention ponds on site to drain and perform properly;
- 3) Engineer to provide a written opinion regarding whether the Project Engineer, Context Architecture, Inc. (f/k/a Donham & Sweeney, Inc.) breached its duty of reasonable care owed to Leicester in designing the project and specifically in preparing the project documents regarding the site work and drainage of the retention ponds, and in securing a hydrological report for the Project;
- 4) Engineer to provide a written opinion to Leicester regarding whether BSI breached its contract and its means and methods of construction in implementing the required design associated with the retention ponds and drainage of the same;
- 5) Engineer to provide at least two (2) remedial repair options to remedy the performance problems and drainage issues with the retention ponds, with associated detailed cost estimates to achieve the aforesaid repairs;
- 6) Engineer to provide a design, scope of work and needed drawings to implement the proposed remediation options; and
- 7) Engineer to provide any additional work needed to achieve the above listed scope of work.
- 8) Engineer may be required to provide litigation support regarding the Engineer’s work product generated as a result of this Scope of Work. Such support will be subject to a separate agreement between the Engineer and the Town.

This work is exempt from public bidding according to MGL Chapter 30B Section 1 (b) (32A). However, the Town believes that it is in its best interest to get quotes, a timetable for the work, as well as references in order to ensure that this work is town in a timely, cost-efficient manner by a firm that is experienced in this field. If interested, please submit attached quote sheet by September 30, 2019

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Fire Station Retention Ponds – Town of Leicester

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Office of the Town  
Administrator Town of  
Leicester  
3 Washburn Square  
Leicester, MA 01524

*The undersigned proposes to provide engineering services as requested in the attached scope of services regarding engineering services for the Leicester Fire Station Project Retention Ponds.*

Engineering Services contract (Based on scope of services):	\$ <u>22,200</u>
Other Costs (Subcontractors)	\$ <u>0</u>
Travel, supplies, etc.	\$ <u>300</u>
Total	\$ <u>22,500</u>

Estimated time of completion from date of contract signature 60 Days

Please attach listing of suitable references and other documentation that shows experience in this type of work.



Phone 508.752.1001  
 Fax 508.459.0877  
 www.vhb.com  
 Engineers | Scientists | Planners | Designers

120 Front Street  
 Suite 500  
 Worcester, MA 01608

## Client Authorization

**New Contract:** Date: September 27, 2019  
 **Amendment No.:** Project No.: 83365.19

**Project Name:** Engineering Review - Leicester Stormwater Basin Engineering Review

		Cost Estimate	
		Amendment	Contract Total
<b>To:</b>	David A. Genereux Town Administrator Town of Leicester 3 Washburn Square Leicester, MA 01524	Labor:	\$22,200
		Expenses:	\$300
		<b>TOTAL:</b>	<b>\$22,500</b>
<b>E-mail:</b>	<a href="mailto:genereuxd@leicesterma.org">genereuxd@leicesterma.org</a>	<input checked="" type="checkbox"/> Lump Sum	<input type="checkbox"/> Time & Expenses
		<input type="checkbox"/> Lump Sum + Expenses	
		<input type="checkbox"/> Cost + Fixed Fee	<input type="checkbox"/> Labor Multiplier
<b>Phone No:</b>	508.892.7000	<b>Estimated Date of Completion:</b>	60 Days Following Notice to Proceed

### Scope of Services:

Below is a scope for engineering consulting services that VHB will render for the Town of Leicester (the Client) related to engineering review of the design and construction of the previously installed stormwater basins (the Project) at the Town of Leicester Fire Station & EMS Headquarters located at 3 Paxton Road in Leicester, MA (the Site). VHB will review filing documents and plans related to the Project, which proposed to install stormwater basins to infiltrate on-site runoff associated with the site development. A fee sheet is included with this proposal scope.

### Task 1 – Initial Desktop Review

**Fee: \$5,500**

VHB engineers will perform an engineering review of the materials submitted to the Planning Board to date for the Project, including approved site plans, stormwater report, geotechnical information/report, engineering reports, correspondence, meeting minutes, and relevant correspondence.

VHB will review the stormwater basin design for compliance with the Massachusetts DEP Stormwater Handbook<sup>1</sup> (the Handbook), which is considered standard design practice for stormwater basin design in Massachusetts. VHB will review the discussion of existing conditions, including soil mapping and test pit logs, as well as the stormwater report's presentation of pre- and post-development hydrology as it relates to the stormwater basins. As part of this task, VHB will perform a desktop review of the Site, using available information such as GIS data-layers and aerial photographs, to confirm existing conditions as described in the submittal materials.

<sup>1</sup> Massachusetts Department of Environmental Protection, February 2008.  
 \\vhb\gb\prop\Worcester\83365.19 Leicester-SW Basin Eng\Draft Contracts\20190927\_Leicester Engineering Review Client Authorization.docx



## **Task 2 – Field Review**

**Fee: \$3,740**

VHB will conduct a field review of the construction of the existing stormwater basins. As part of the field review, VHB will observe a test pit at the bottom of each stormwater basin (assumed a maximum of 3 test pits). The test pit observations will be performed by an approved Licensed Soil Evaluator and will include a field textural analysis of the soils underlying the basin, as well as an estimation of seasonal high groundwater. It is assumed that the Town of Leicester DPW will excavate the test pit using an excavator or rubber-tire backhoe. It is assumed that no traffic control will be required.

VHB will also perform a falling head permeability test to determine actual in-situ infiltration rates within each of the test pits. VHB will use the results of the soil textural analysis and in-situ infiltration rates measured in the field to determine the suitability of the infiltration rates used in the Project's stormwater design.

## **Tasks 3 & 4 – Summary of Findings**

**Fee: \$3,540**

VHB will produce a letter report summarizing the findings of its engineering review discussed in Task 1 and 2 and will submit it to the Client. As requested in the Request for Cost prepared by the Town of Leicester Office of the Town Administrator, the letter report will identify aspects of the stormwater design that, in VHB's professional opinion, fail to meet the professional standard of care. The letter report will also provide a professional opinion regarding any observable discrepancies between the stormwater design and the implementation of the design that could be contributing to the failure of the stormwater basins. One VHB staff will attend one (1) meeting/hearing to present or discuss its engineering review of the Project and its report of findings.

### **Deliverables:**

- Report of findings
- Attendance, presentation of findings, and discussion at one (1) meeting/hearing

## **Task 5 – Remedial Repair Options**

**Fee: \$3,640**

VHB will provide a memorandum describing at minimum of two (2) options to remediate the basins, including construction cost estimates for each option.

It should be noted that if the field investigation reveals that on-site soils are unsuitable for infiltration or that the bottom of the existing basins is not above seasonal high groundwater elevation, the existing stormwater basins cannot be remediated to restore infiltration capacity. As a result, this portion of the stormwater system would need to be redesigned as a different type of stormwater best management practice (BMP) (e.g. extended dry detention, subsurface chambers, etc.).

### **Deliverables:**

- Memorandum of repair options and cost estimates for each option



Ref: 83365.19  
September 27, 2019  
Page 3

### **Tasks 6 & 7 – Remedial Repair Design**

**Fee: \$5,780**

Assuming that on-site soils and seasonal high groundwater elevation are suitable for infiltration, VHB will prepare design sketches suitable for construction for a contractor to perform remedial action to restore infiltration capacity to the existing stormwater basins.

If on-site soils are unsuitable for infiltration or the bottom of the existing basins is above seasonal high groundwater elevation, the existing stormwater basins would need to be redesigned as a different type of stormwater BMP. This design would require preparation of separate stormwater calculations, details, grading, etc. As a result, this scope and fee would need to be amended to account for the increased complexity of the design.

#### **Deliverables:**

- Design sketches and specifications for the selected remediation option selected by the Client

### **Task 8 – Litigation Support**

**Fee: TBD**

VHB will provide litigation support as necessary under a separate agreement.

### **Compensation**

VHB will perform the Scope of Services contained in this Agreement on a fixed fee basis for a fee of \$22,500. We will invoice monthly on based on estimated percent complete.

### **Services Not Included**

This proposal does not include:

- Excavation subcontractor to perform test pits. It is assumed that the Leicester DPW will use an excavator or rubber-tire backhoe to perform any excavation associated with field testing.
- Additional engineering review, reporting, or public hearing requirements beyond those identified in this scope.
- Review of the design or construction for conformance with portions of the local, state or federal requirements unrelated to stormwater management and site drainage.
- Stormwater calculations for the design of stormwater BMPs (extended dry detention, subsurface chambers, etc.) in the event that the field investigation determines that on-site soils are unsuitable for infiltration or that the bottom of the existing basins is below seasonal high groundwater elevation. In this event, this scope and fee would need to be amended to account for the increased complexity of the design.

It is understood that in the event that the Town retains VHB to perform a review of plans and specifications prepared by others, it is understood that because VHB did not perform the underlying work to generate such plans and specifications, such review services are not an exhaustive review of accuracy and completeness of all calculations, quantities and details, and the designer who prepared the plans and specifications bears all liability associated with such documents.



Ref: 83365.19  
September 27, 2019  
Page 4

Prepared By: **Luke Boucher, PE**

Department Approval: **Jacob San Antonio**

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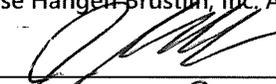
Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

Subject to attached terms & conditions.

Subject to terms & conditions in our original agreement dated

**Vanasse Hangen-Brustlin, Inc. Authorization**

**Client Authorization (Please sign original and return)**

By: 

By: \_\_\_\_\_

Print: Jake San Antonio

Print: \_\_\_\_\_

Title: Managing Director

Title: \_\_\_\_\_

Date: 9/27/19

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



**Vanasse Hangen Brustlin, Inc.**  
**HOURLY BILLING RATES**

*Effective August 11, 2019*

<u>BILLING CODE</u>	<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
260	Technical/Professional 26	\$350
250	Technical/Professional 25	\$325
240	Technical/Professional 24	\$300
230	Technical/Professional 23	\$280
220	Technical/Professional 22	\$255
210	Technical/Professional 21	\$245
200	Technical/Professional 20	\$235
190	Technical/Professional 19	\$225
180	Technical/Professional 18	\$215
170	Technical/Professional 17	\$205
160	Technical/Professional 16	\$195
150	Technical/Professional 15	\$185
140	Technical/Professional 14	\$175
130	Technical/Professional 13	\$165
120	Technical/Professional 12	\$155
110	Technical/Professional 11	\$145
100	Technical/Professional 10	\$135
090	Technical/Professional 09	\$125
080	Technical/Professional 08	\$115
070	Technical/Professional 07	\$105
060	Technical/Professional 06	\$95
050	Technical/Professional 05	\$85
040	Technical/Professional 04	\$75
030	Technical/Professional 03	\$65
020	Technical/Professional 02	\$55
010	Technical/Professional 01	\$45
350	Technical/Support 5	\$85
340	Technical/Support 4	\$75
330	Technical/Support 3	\$65
320	Technical/Support 2	\$55
310	Technical/Support 1	\$45
500	Court Testimony Starts at	\$350

**Reimbursable and sub-consultant expenses are billed at cost plus 10%.**



**PART II STANDARD TERMS AND CONDITIONS.** The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

**SCOPE OF SERVICES.** VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

**PERFORMANCE STANDARDS.** VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

**SCHEDULE.** VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

**PAYMENT.** The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[ ] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

**OWNERSHIP OF WORK PRODUCT.** All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license

may be revoked for any failure of Client to perform under this Agreement.

**CERTIFICATIONS.** VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

**INSURANCE.** VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

**INDEMNITY.** Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

**LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE**

**SAFETY.** VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

**ALLOCATION OF RISK.** In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

**DISPUTE RESOLUTION.** All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

**LEGAL SUPPORT.** To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent

acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

**DESCRIPTIVE HEADINGS AND COUNTERPARTS.** The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

**EXCLUSIVE REMEDIES.** In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

**NO THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

**SEVERABILITY.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**TAXES.** Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

**PROJECT SPECIFIC PROVISIONS.** To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

**AMERICANS WITH DISABILITIES ACT (ADA).** Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

**CLIMATE CHANGE/FLOOD ANALYSIS.** Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

#### **CONSTRUCTION PHASE SERVICES**

**SITE VISITS.** VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for



the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

**SHOP DRAWINGS.** VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

**GEOTECHNICAL SERVICES.** Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

**TANK INSPECTION.** Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

**LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS.** In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some

instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

**PROJECTS LOCATED IN FLORIDA.  
FLORIDA STATUTES SECTION  
558.0035 (2013), AN INDIVIDUAL  
EMPLOYEE OR AGENT MAY NOT BE  
HELD INDIVIDUALLY LIABLE FOR  
ECONOMIC DAMAGES RESULTING  
FROM NEGLIGENCE OCCURRING  
WITHIN THE COURSE AND SCOPE  
OF THIS AGREEMENT.**

## Luke Boucher, PE, LEED AP BD+C, ENV SP

Water Resources Project Manager



Luke is a Professional Engineer with extensive experience in water resources, specializing in stormwater management design. He provides civil engineering design, permitting, and project management for diverse site development and transportation projects. His experience includes complete site design for commercial and institutional projects, as well as stormwater management and utility infrastructure design for large and small transportation projects. He has project management experience for large clients, such as MassDOT in the implementation of the Impaired Waters Program, and small clients, such as municipal and private clients in the form of peer reviews and stormwater design and permitting. He has performed over twenty-five peer reviews for local municipal boards in Littleton, Natick, Winchester, Bellingham and Ayer.

### Education

BS, Civil and Environmental  
Engineering, Worcester  
Polytechnic Institute, 2004

### Registrations/Certifications

Envision™ Sustainability  
Professional, 2015

LEED Accredited Professional  
for Building Design and  
Construction, 2015

Professional Engineer (Civil)  
MA, 2008

OSHA 10-Hour Construction  
Safety and Health Certificate,  
2018

### Affiliations/Memberships

Conservation Commission,  
Holden, MA

*15 years of professional experience*



Town of Leicester, Massachusetts

# Special Town Meeting Draft

Fall Town Meeting – October 22, 2019 – 7:00PM

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

Fifth Version - Published October 7, 2019

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## **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 twenty-second day of October 2019 at 7:00 PM, then and there to act on the following articles, to wit:

**NOTE: On September 25, 2019, the Department of Revenue certified FY 2019 Free Cash for the Town of Leicester in the amount of \$1,398,550, and FY 2019 Cable PEG Access retained earnings of \$100,001. If Free Cash used to fund Articles 1,2,3,10,11 which total \$145,840.50, the balance remaining in Free Cash at the end of this Town Meeting will be \$1,252,709.50.**

**ARTICLE 1 PRIOR YEAR BILLS**

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

PROPOSED MOTION

*Move that the Town appropriate \$36.00 from Free Cash to fund the payment of a June 30, 2018 bill to Kelly and Ryan Associates, Inc.*

FINANCE ADVISORY BOARD RECOMMENDATION

Favorable Action (5-0-0) Monies to replace funds into the account that already paid the expense. Recommend approval.

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

This article is required for the payment of bills prior to July 1, 2019 that were not submitted on time or were carried over by a department. There was a \$36.00 bill that was inadvertently paid out of the Deputy Collector account but should have been paid out of the general fund budget. As a result, the payment has created a deficit in that account, requiring approval of Town Meeting to pay the bill and transfer \$36.00 from Free Cash into that account.

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

**ARTICLE 2 TRANSFER OF FREE CASH TO THE TRANSPORTATION  
INFRASTRUCTURE FUND**

To see if the Town will vote to appropriate the amount of \$599.50 from Free Cash to the Transportation Infrastructure Fund or take any action thereon.

PROPOSED MOTION

*Move that the article be voted as written*

FINANCE ADVISORY BOARD RECOMMENDATION

Favorable Action (6-0-0) Required use of the funds. Recommend approval.

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

The Town received \$599.50 from the Department of Public Utilities on June 12, 2018 under the Transportation Network Surcharge program. These funds are required to be placed in a regional transportation receipts reserved for appropriation account. We closed the receipt out to Free Cash before receiving information as to how the receipts were supposed to be treated. This transfer brings us in line with state requirements.

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

**ARTICLE 3 FUNDING THE TOWN'S MATCH OF THE REGIONAL FIRE TRAINING FACILITY**

To see if the Town will vote to appropriate the amount of \$4,338 from free cash to pay for the Town's portion of a regional training facility or take any action thereon.

PROPOSED MOTION

*Move that the article be voted as written*

FINANCE ADVISORY BOARD RECOMMENDATION

Favorable Action (6-0-0) This is our Town's required match for grant. Recommend approval.

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

The Auburn Fire Department received a grant in the amount of \$477,273 to build a regional fire training facility. This grant required a 10% local match from participating communities. The match amount of \$47,727, when split among the 11 participating communities, totals \$4,338.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

**ARTICLE 4 AUTHORIZATION OF LEASE PERIOD GREATER THAN THREE YEARS – TOWN HALL POSTAGE MACHINE**

To see if the Town will vote to authorize a five-year lease purchase agreement with Pitney-Bowes Inc. for a new postage machine at Town Hall or take any action thereon.

PROPOSED MOTION

*Move that the article be accepted as written*

FINANCE ADVISORY BOARD RECOMMENDATION

Favorable Action (5-0-0) No additional cost to the Town. Recommend approval.

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

Towns are required to seek Town Meeting authorization for lease agreements that exceed three years. The Town is reviewing five-year lease agreement options for a new postage machine. The useful life of the machine exceeds five years and this longer lease will allow the Town to receive a new machine without having to request additional funds.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

**ARTICLE 5 COMBINATION OF THREE FOUNDERS DAY/300<sup>th</sup> ANNIVERSARY ACCOUNTS INTO A 300<sup>TH</sup> ANNIVERSARY REVOLVING ACCOUNT**

To see if the Town will vote to close Article 16 of the May 6, 2014 Town Meeting, which appropriated funds for the Founder's Day celebration; close the Founder's Day Donation Account; close the 300<sup>th</sup> Anniversary Donation Account; and transfer balances in the three closed accounts to the 300<sup>TH</sup> Anniversary Revolving Fund. or take any action thereon.

PROPOSED MOTION

*Move that the Town close Article 16 of the May 6, 2014 Town Meeting, which appropriated funds for the Founder's Day celebration; close the Founder's Day Donation Account; close the 300<sup>th</sup> Anniversary Donation Account; and transfer balances in the three closed accounts, totaling \$3,900.25 to the 300<sup>th</sup> Anniversary Revolving Fund.*

FINANCE ADVISORY BOARD RECOMMENDATION

Favorable Action (5-1-0) No cost to the Town. Recommend approval.

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

This article seeks to transfer the balances from three separate funds established to celebrate Founders Day and the 300<sup>th</sup> Anniversary to one source, the 300<sup>th</sup> Anniversary Revolving Fund. All future gifts or donations will go through this account.

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

**ARTICLE 6 FUNDING POLICE DETAIL ACCOUNT**

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the Police Detail Account or take any action thereon.

PROPOSED MOTION

*Move that the Town appropriate and transfer the amount of \$1,527.00 from Free Cash to the Police Detail account.*

**FINANCE ADVISORY BOARD RECOMMENDATION**

Favorable Action (6-0-0) This article funds a 2020 budget shortfall to fund contract appropriations. Recommend approval.

**SELECT BOARD RECOMMENDATION**

Favorable Action (4-1-0)

**DESCRIPTION**

This amount is sought to reimburse the Police detail account for a revenue deficit caused by a bill that will not be paid because the contractor is in Chapter 7 bankruptcy.

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

**ARTICLE 7 ADJUST FY 2020 OPERATING BUDGET**

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

**ACTION #1 - RAISE AND APPROPRIATE**

**PROPOSED MOTION**

*Move that the Town raise and appropriate \$234,990 to defray the expenses of Town departments and Town accounts for the Fiscal Year beginning July 1, 2019, as listed in the May 7, 2019 Annual Town Meeting Warrant and as amended below:*

<b>Sources</b>	<b>Reason</b>	<b>Amount</b>
Raise and Appropriate	Increased overall receipts	\$234,990
<b>Total</b>		<b>\$234,990</b>

<b>Department</b>	<b>Reason</b>	<b>Amount</b>
IT	Additional appropriation required for Charter service fee increases and computer replacement/upgrades to Windows 10 on all municipal computers, which must be implemented by the end of 2019.	\$11,000
Other Town Buildings	Funds needed to maintain the former Memorial School Building through the end of FY20, including mothballing the heating system and paying for the minimum electricity needed.	\$30,000
Police Department Personnel	Funds required to replenish the Police Overtime budget, which was depleted due to negotiated increases in the Police Department union contract. The Department acknowledged this potential shortfall at last year's budget meeting but there were insufficient funds available at the time.	\$70,000
School Department	Additional funding per agreement implemented to apportion receipts, which will be used to fund a deficit in special education transportation funds. Please note that we have not yet managed to attain the goal of granting the same percentage increase for municipal and school budgets for the entire fiscal year as of yet, but will continue to move in that direction.	\$103,990
Streetlights	Additional appropriation sought due to delays in implementing the LED Streetlights funded through the Green Communities Act grant.	\$10,000

Property Liability Insurance	Additional appropriation sought to cover policy deductibles.	\$10,000
<b>Total</b>		<b>\$234,990</b>

DESCRIPTION

See descriptions in the above table for individual line item explanations. Generally speaking, this article adjusts the FY20 budget after all final revenues are received and accounted for. The revenues which make up the annual budget come from four categories: new growth, state aid, local receipts, and excess levy capacity. These revenues are not finalized until July or August of each year. However, the budget is assembled in February using conservative forecasted revenue assumptions. When final revenue numbers come in, funds are either apportioned to or removed from departments at the following town meeting, which typically occurs every fall.

Towns that are up against the levy limit like Leicester are often unable to fully fund all department budget needs at the May Town Meeting and must make adjustments at the Fall Special Town Meeting. The Town assembles a conservative balanced budget in the spring and adds additional funds in the fall once final revenue numbers are in.

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

Revenue	ATM Projected	STM Final	Additional Revenue
New Growth (Taxation)	\$150,000	\$250,000	\$100,000
State Aid	\$11,210,482	\$11,223,613	\$23,131
Local Receipts	\$2,495,557	\$2,602,637	\$107,080
Excess Levy Capacity	-\$4,779	\$0	\$4,779
<b>Total</b>			<b>\$234,990</b>

**This change will increase the FY20 budget by 0.74%, or, less than 1%.**

FINANCE ADVISORY BOARD RECOMMENDATION

Motion to approve failed (2/3/0). This article includes funding for routine expenses to town departments and for the school department on a percentage allocation formula and for no specified necessary expenses. Recommendation failed.

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

**ACTION #2 - TRANSFER FROM AVAILABLE FUNDS**

PROPOSED MOTION

*Move that the Town vote to transfer the amount of \$40,037 from FY 2020 Workers Compensation insurance account to FY 2020 Property/Casualty insurance account:*

DESCRIPTION

This transfer is requested to fix an error that occurred in setting up the FY 2020 budget.

FINANCE ADVISORY BOARD RECOMMENDATION

Favorable Action (5-0-0) Line item transfer. No new money required. Recommend approval.

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

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

**ARTICLE 8 FIRE STATION PROJECT BORROWING**

To see if the Town will vote to raise and appropriate, transfer from available funds and/or authorize the Select Board to borrow a sum of money under the provisions M.G.L. c. 44 as amended, for the purpose of engineering, site work, and all other costs relevant to addressing and correcting stormwater runoff and infiltration affecting properties in the general vicinity of the Leicester Fire Station, located at 3 Paxton Street, Leicester; as well as additional equipment and site improvements requested, such funds to be supplemented by the remaining original project budget, and for the payment of any other costs incidental and related thereto, which funds shall be expended under the direction of the Select Board and the Office of the Town Administrator, or to take any action thereon.

PROPOSED MOTION

*Move that the Town appropriate \$500,000 to pay costs of engineering, site work, and all other costs relevant to addressing and correcting stormwater runoff and infiltration affecting properties in the general vicinity of the Leicester Fire Station, located at 3 Paxton Street, Leicester; as well as additional equipment and site improvements requested, such funds to be supplemented by the remaining original project budget, and for the payment of any other costs incidental and related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Select Board, is authorized to borrow the sum of up to \$500,000 under the provisions M.G.L. c.44 §§7 and 8, or any other enabling authority, and to issue bonds or notes of the Town therefor. The amounts appropriated by this vote shall be expended under the direction of the Select Board and the Office of the Town Administrator. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.*

FINANCE ADVISORY BOARD RECOMMENDATION

No Recommendation – The lack of specificity regarding articles in this article and spending limits were of concern to the Finance Advisory Board Members.

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

The retention ponds at the new Fire Station do not appear to have been performing in the manner for which they were designed. This is creating stormwater runoffs and ground water seepage to adjacent properties, leaving resident abutters' properties saturated with water. The funding request represents the estimated amounts needed to address this issue for both engineering and implementing the proposed solution.

Additionally, the station needs radios and the Select Board has voted to install fencing on the southern side of the property, from the western edge to the driveway parallel to the Headquarters

property. Any remaining balances in the Fire & EMS Headquarters building account will be used to offset these expenses.

Cost estimates are as follows:

- Engagement of a third-party engineering firm to identify the water problem, determine why it occurred and offer solutions to mitigate it: \$50,000.
- Estimated funding for potential resolution of the retention pond issue: \$400,000
- Radios and Fencing: \$50,000

At this time, these costs are conservative estimates. Should the final costs be lower than anticipated, the borrowing will be reduced, and the remaining authorization will be rescinded at a future town meeting. The Town is currently seeking an engineer to cost out the project and identify potential solutions.

It is anticipated that the Town will pay the debt service for this article and for Article 7 through an annual appropriation of Free Cash. It will have no impact on residents' annual tax bills.

VOTE REQUIRED FOR PASSAGE Requires a 2/3<sup>rd</sup>s majority vote under M.G.L. c. 44 §20

#### **ARTICLE 9 FIRE STATION CONSTRUCTION SETTLEMENT**

To see if the Town will approve pursuant to General By-law Chapter 7, Section 1 settlement of a construction suit and vote to raise and appropriate, transfer from available funds and/or authorize the Select Board to borrow a sum of money under the provisions of M.G.L. c. 44 as amended, for the purpose of settling a suit filed in the Worcester Superior Court as C.A. No. 1885CV00985, captioned as Builders Systems, Inc. v. Town of Leicester et al, paying all other costs incidental and related thereto; and further to authorize the Select Board to enter into any and all contracts necessary to settle such suit or take any action thereon.

#### **PROPOSED MOTION**

*Move that the Town will approve pursuant to General By-law Chapter 7, Section 1, settlement of a construction suit filed in the Worcester Superior Court as C.A. No. 1885CV00985, captioned as Builders Systems, Inc. v. Town of Leicester et al, to authorize the Select Board to enter into any and all contracts necessary to settle such suit; that the Town appropriates \$700,000 to pay costs of such settlement, and that to meet this appropriation, the Treasurer, with the approval of the Select Board is authorized to borrow said amount under and pursuant to M.G.L. c. 44 §7(1), or any other enabling authority, and to issue bonds or notes of the Town therefor. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.*

#### **FINANCE ADVISORY BOARD RECOMMENDATION**

Favorable Action (5-0-0) Drawn out legal proceedings will continue to cost more to the taxpayers. Funds to come from free cash/not borrowing. Recommend approval.

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

This warrant article proposes a potential settlement of litigation pending in Worcester Superior Court filed by Builders Systems, Inc. (“BSI”) against the Town arising from the construction of the new Leicester Fire & EMS Head Quarters (“the Project”). BSI was the general contractor for the Project, which was constructed between 2016 and 2018. BSI alleges that it is owed additional compensation for work performed during the Project, and alleges claims valued between \$1.1-1.4 million, excluding interest which is typically awarded at 12% per year from the date of the breach in a breach of contract action like this one. Assuming the litigation proceeds and BSI recovers judgment against the Town on all of its claims, BSI could recover in excess of \$1.75 million against the Town.

The specific counts alleged by BSI in its Complaint are breach of contracts, quantum meruit, and breach of implied warranty. In its complaint, BSI alleges an overly burdensome change order process was administered by the Town, its architect and its project manager that delayed BSI’s completion of the work. BSI further alleged differing site conditions from the civil drawings for the Project’s retention ponds which caused them to drain improperly, resulting in additional costs to BSI. BSI alleged further errors and omissions in the design of the building and its components which BSI claims caused it further delay and expense. The Town denies BSI’s claims and has asserted counterclaims, including claims for liquidated damages in the amount of \$202,000 and other damages incurred by the Town as a result of BSI’s delays in completing the Project on time. The specific claims alleged by the Town in its counterclaims are breach of contract and liquidated/non-liquidated damages.

Following the commencement of the litigation, BSI and the Town engaged in substantial settlement discussions over the course of many months. The discussions resulted in a tentative settlement agreement between BSI and the Town whereby the Town will pay \$700,000 to settle all of BSI’s claims. Pursuant to Chapter 7, Section 1 of the Town’s General Bylaws, Town Meeting approval of the settlement is required. The settlement agreement is set forth in the background materials for this article.

The Select Board and Town Administrator recommend approval of this settlement by Town Meeting. In addition to potential significant exposure for damages outlined above, the Town would incur legal costs and expert fees to defend and prosecute the case in the absence of a settlement, which given the complexities of this large construction project, could be substantial.

VOTE REQUIRED FOR PASSAGE Requires a 2/3rds majority vote under M.G.L. c. 44 §20

**ARTICLE 10 FUNDING AN ECONOMIC DEVELOPMENT POSITION**

To see if the Town will vote to raise and appropriate, and/or transfer from available funds a sum of monies to fund an Economic Development position, effective December 1, 2019 or take any action thereon.

PROPOSED MOTION

*Move to transfer the sum of \$29,167 from Free Cash to the Town Administrator’s budget to fund an Economic Development position for the remainder of FY 2020.*

**FINANCE ADVISORY BOARD RECOMMENDATION**

Unfavorable Action (6-0-0) New positions belong in the Annual Meeting not in a Special Warrant meant for emergency or unforeseen expenses.

**SELECT BOARD RECOMMENDATION**

Favorable Action (5-0-0)

**DESCRIPTION**

This position, funded via a Free Cash transfer, will be used to fund the an Economic Development Specialist position. The individual hired for this position will be responsible for business outreach, new business recruitment, licensing, and grant writing. The amount requested is based on a partial year's salary. We will determine through our advertising and interview process if the position will be full time or part time.

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

**ARTICLE 11 CAPITAL IMPROVEMENTS**

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

**PROPOSED MOTION:**

*Move that the Town appropriate the sum of \$111,700 from Free Cash for the purposes listed in the table and in the hands of the voters for the benefit of the EMS Department.*

<b><u>Item</u></b>	<b><u>Amount</u></b>	<b><u>Purpose</u></b>
3 Replacement Cardiac Monitors and Defibrillators	\$101,700	Replace existing Cardiac Monitors and Defibrillators which are at the end of their useful life and are no longer supported by the manufacturer. This amount includes a four-year service plan.
Installation of repeater on new water tower	\$10,000	Estimated cost of labor and equipment to move the repeater on the old water Tower by the Memorial School to a new one being constructed in the same vicinity.
<b>Total</b>	<b>\$111,700</b>	

**FINANCE ADVISORY BOARD RECOMMENDATION**

Favorable Action (6-0-0) Equipment required to keep our ambulances ALS certified and update our communication for emergency personnel. Recommend approval.

**SELECT BOARD RECOMMENDATION**

Favorable Action (5-0-0)

DESCRIPTION

See table above

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

**ARTICLE 12 CAPITAL IMPROVEMENTS – CABLE PEG ACCESS**

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

PROPOSED MOTION

*Move that the Town vote to appropriate from cable access retained earnings the sum of \$100,000 to fund capital improvements, at the direction of the Leicester Cable Access Corporation (LCAC).*

FINANCE ADVISORY BOARD RECOMMENDATION

Favorable Action (5-0-0) These funds are already collected on our cable bills and is a transfer of funds. Recommend approval.

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

LCAC received \$100,000 in FY 2019 per its contract with Charter Communications to receive funding for capital improvements every five years. Passage of this warrant article transfers funds to LCAC's enterprise account to be used for capital purposes.

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

**ARTICLE 13 BORROWING RESCISSION – MUNICIPAL/SCHOOL FACILITIES UPGRADES**

To see if the Town will vote to rescind an outstanding borrowing authorization, in the amount of \$19,165, which was authorized as part of the \$3,145,000 borrowing authorization voted as Article 8 of the May 5, 2015 special town meeting; or take any action thereon.

PROPOSED MOTION

*Move that the article be voted as written*

FINANCE ADVISORY BOARD RECOMMENDATION

Favorable Action (6-0-0) This was money that was approved and not used for the renovation.

SELECT BOARD RECOMMENDATION Favorable Action (5-0-0)

DESCRIPTION

This amount represents the remaining sum that was not borrowed on the Municipal/School Facilities energy upgrades project that was authorized at the May 5, 2015 Special Town Meeting, but not borrowed. This is a housekeeping article which removes this outstanding debt authorization from the Town's Statement of Indebtedness.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote under M.G.L. c. 44, §2

**ARTICLE 14 TRANSFER OF TOWN-OWNED PROPERTY ON RIVER STREET (MAP 43 BLOCK A11 0) TO COMMON GROUND LAND TRUST**

To see if the Town will vote to dispose of the fee or any lesser interest in the real property and the improvements thereon, located on River Street, Leicester as shown on Assessor's Map 43, Block A11 0, containing about .42 acres of land, and to transfer said property to the Common Ground Land Trust, under such terms and conditions that the Select Board may deem appropriate, which 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 to pass over this article*

FINANCE ADVISORY BOARD RECOMMENDATION

Favorable Action (5-0-0) This property to become open land for the Town of Leicester. Recommend approval.

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

Common Ground Land Trust has requested transfer of a tax title property in order to preserve public access to Greenville Pond. This property is 0.42 acres of land located on River Street. The Common Ground Land Trust has since respectfully requested this article to be passed over at this Town Meeting. They anticipate being ready to request this transfer at the Spring Annual Town Meeting.

VOTE REQUIRED FOR PASSAGE Requires a 2/3rds majority per M.G.L. c. 40, § 15.

**ARTICLE 15 DISPOSITION OF 11 MEMORIAL DRIVE (FORMER 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 23, Block B21B 0, 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:

Favorable Action (5-0-0) This allows the committee regarding the school disposition and the Board of Selectmen to dispose of the property. Recommend approval.

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

The Memorial School was decommissioned on August 31<sup>st</sup>. It is now a surplus Town building. The Select Board has assembled a seven-member subcommittee to recommend strategies for finding a new use for property with as little burden on residents as possible. There are challenges to be addressed including an outstanding USDA loan on the property and leased solar panels on the roof of the building.

The Committee is requesting authorization from Town Meeting to allow the Select Board to dispose of the building so that it may consider and act on all available options. The Committee is willing to work with residents and abutters to ensure that the repurposing process is open and transparent.

VOTE REQUIRED FOR PASSAGE Requires a 2/3rds majority per M.G.L. c. 40, § 15.

**ARTICLE 16 AMENDMENT TO THE GENERAL BYLAWS – SELECT BOARD**

To see if the Town will vote to amend the Town By-laws to substitute the term “Board of Selectmen” throughout with the term “Select Board” and the words “selectman, selectmen, selectwoman, or selectwomen” with the words “select board member(s)” or “member(s) of the select board” in each and every place they appear in the Town By-laws, and, further, to insert the following in before Article 1, Section 1 of the Town By-laws the following:

For purposes of these bylaws, and for all official business of the Town, the board previously referred to as the Board of Selectmen shall hereinafter be referred to as the Select Board, with individual members to be referred to as “select board members” or “members of the select board”, and said Select Board shall have all the powers and duties of a board of selectmen as set forth in the General Laws or any special act applicable to the Town. Or take any action thereon.

PROPOSED MOTION

*Move that the article be voted as written.*

FINANCE ADVISORY BOARD RECOMMENDATION

Motion for Favorable Action failed (3-2-1)

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

Passage of this article would change the name of the Board of Selectmen to a gender-neutral term. The Board of Selectmen is the only Town Board/Committee with a gender-specific title. This change, which was voted on by the Board in 2017, would change the title of the Board in all bylaws and other Town records going forward.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote pursuant to the Town's General Bylaws, Chapter 1, §5

**ARTICLE 17 AMENDMENT TO THE ZONING BYLAWS – DELETION OF SECTION 5.14.7 OF THE ZONING BY-LAW, TEMPORARY MORATORIUM – MEDIUM AND LARGE-SCALE GROUND-MOUNTED SOLAR ENERGY SYSTEMS**

To see if the Town will vote to delete Section 5.14.7 of the Zoning Bylaw, Temporary Moratorium on the Construction of Medium and Large-Scale Ground-Mounted Solar Energy Systems in its entirety or take any action thereon.

PROPOSED MOTION

*Move that the article be voted as written.*

FINANCE ADVISORY BOARD RECOMMENDATION

Favorable Action (6/0/0) This moratorium was enacted upon as a temporary request by the Planning Board at the Fall 2018 Special Town Meeting. Recommend Approval.

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION:

Passage of this article eliminates the temporary moratorium on medium and large-scale ground mounted solar energy systems that the Planning Board put in place last fall [10/30/2018 Town Meeting (Article 13)]. The purpose of the temporary moratorium was to provide time to improve zoning for ground-mounted solar energy systems (Section 5.14 of the Zoning Bylaw). A revised Section 5.14 was approved at the 5/7/2019 Town Meeting (Article 23). The temporary moratorium already expired on May 7, 2019; this article simply removes the text of the moratorium from the Zoning Bylaw.

VOTE REQUIRED FOR PASSAGE Requires a 2/3rds majority per M.G.L. c. 40A, § 5.

**ARTICLE 18 AMENDMENT TO THE ZONING BYLAWS – DELETION OF SECTION 6.2.01, OF THE ZONING BYLAW, PHASED GROWTH ZONING**

To see if the Town will vote to delete Section 6.2.01 of the Zoning Bylaw, Phased Growth Zoning Bylaw, in its entirety, delete 5.7.04.1 General Standards (D), a cross reference to the Phased Growth Zoning Bylaw, and re-letter the subsections of Section 5.7.04.1 following said deletion, or take any action thereon.

PROPOSED MOTION

*Move that the article be voted as written.*

FINANCE ADVISORY BOARD RECOMMENDATION

Favorable Action (5-0-0)

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

Passage of this article eliminates Leicester's Phased Growth Bylaw, which requires phasing of residential development over time. This bylaw is no longer enforceable due to case law which disallows permanent phased growth bylaws.

VOTE REQUIRED FOR PASSAGE Requires a 2/3rds majority per M.G.L. c. 40A, § 5.

**ARTICLE 19 CITIZEN'S PETITION**

To see if the Town will vote to authorize the Board of Selectmen to petition the General Court to adopt a special act, as set forth below, to allow Paul S. Doray to continue to serve in the Position of Police Sergeant or a higher rank until August 31, 2025, provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Board of Selectmen approves amendments thereto before enactment by the General Court, which amendment shall be within the public purpose of said petition;

Be it enacted by the Senate and House of Representatives in General Court assembled, and by authority of the same as follows;

Section 1. Notwithstanding any general or special law to the contrary, Paul S. Doray, currently Interim Police Lieutenant of the Town of Leicester, may continue to serve in the position of Police Sergeant or a higher rank until August 31, 2025, until the date of his retirement; provided, however, that he is mentally and physically capable of performing the duties of his office. No further deductions shall be made from the regular compensation of Paul S. Doray under Chapter 32 of the General Laws for any service subsequent to August 31, 2020, and upon retirement, he shall receive a superannuation retirement allowance equal to that which he would have been entitled had he retired on that date.

Section 2. This act shall take effect upon its passage.

PROPOSED MOTION

*Motion, if any, to be provided by the petitioner*

FINANCE ADVISORY BOARD RECOMMENDATION

Favorable Action (3-0-1)

SELECT BOARD RECOMMENDATION

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per MGL

**TOWN OF LEICESTER**  
**ANNUAL TOWN MEETING**  
**October 22<sup>nd</sup>, 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 22<sup>nd</sup> day of October 2019.

*Given under our hand and seal of the Town on this \_\_\_\_\_ day of \_\_\_\_\_ 2019*

Respectfully submitted, Leicester Select Board

\_\_\_\_\_  
Chair

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

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

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

and on the Town Clerk's bulletin board, in the front entry of the Town Hall, with the Moderator, and with the Town Clerk, not less than fourteen days before the 22<sup>nd</sup> day of October, 2019.

\_\_\_\_\_  
*Printed Name of Constable*

\_\_\_\_\_  
*Signature of Constable*

**SELECT BOARD MEETING MINUTES  
SEPTEMBER 23, 2019 at 6:30pm  
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

**CALL TO ORDER/OPENING**

Chairwoman Wilson called the meeting to order at 6:30pm. Chair Sandra Wilson, Vice-Chair Harry Brooks, 2<sup>nd</sup> Vice-Chair Rick Antanavica, Selectwoman Dianna Provencher, Selectman John Shocik, Student Liaisons Katheryn Stapel and Jacob Stolberg, Town Administrator David Genereux and Assistant to the Town Administrator Kristen Forsberg were in attendance.

**1. EXECUTIVE SESSION, MGL CHAPTER 30A, SECTION 21A**

- a. **Exception 3 – To discuss strategy with respect to pending litigation pursuant to G.L. c. 30A, §21(a)(3) and (7) and Suffolk Construction v. DCAMM, 449 Mass. 444 (2007) (Worker’s Compensation case)**

A motion was made by Mr. Brooks and seconded by Ms. Provencher to enter into executive session at 6:31pm under Mass General Law Chapter 30A, Section 21A, Exception 3, to discuss strategy with respect to pending litigation pursuant to G.L. c. 30A, §21(a)(3) and (7) and Suffolk Construction v. DCAMM, 449 Mass. 444 (2007) (Worker’s Compensation case); Exception 1, to discuss the dismissal of an employee (Highway Laborer); and Exception 3, to discuss strategy with respect to collective bargaining (restoration of employee vacation time – Government Employees Union Local 1). The Chair declared that to discuss these matters in open session would compromise the position of the Town. Roll call: 5:0:0.

**2. SCHEDULED ITEMS**

- a. **7:00pm – Middle School Project Presentation & Sign Middle School Design Enrollment Certification**

Finegold Alexander, architects for the Middle School Feasibility Study, gave a presentation regarding the proposed new Prek-8 facility, noting that MSBA approved the preferred schematic design on August 28<sup>th</sup>. The proposed building will hold 930 students with opportunities for expansion as necessary. The design includes playing fields in a ring around the building including a turf playing field with a track, outdoor learning spaces, improved drainage, a cafetorium, a gym that could be used after hours, a shared media center and two separate wings, one for the lower and one for the upper grades. The estimated cost for the new school is \$87M but this will be further refined over the upcoming months. In February, MSBA will take a final vote on the schematic design submission then the proposed building will come before the town for a vote.

A motion was made by Ms. Provencher and seconded by Mr. Brooks to authorize the chair to sign the Middle School Design Enrollment Certification. The motion carried 5:0:0.

- b. **7:15pm – Common Victualler License – London’s Ice Cream & Sandwich Shoppe – 724 Main St**

A motion was made by Mr. Brooks and seconded by Ms. Provencher to approve a common victualler license for London’s Ice Cream & Sandwich Shoppe at 724 Main Street. The motion carried 5:0:0.

**3. PUBLIC COMMENT PERIOD**

Joe Hart, 30 Warren Ave, asked the Select Board to hold off on disposing of the recently decommissioned Memorial School in case the new school does not get approved. Mr. Hart recommended looking into renovating the Memorial School as he believes it is structurally sound and floors could be added.

**4. REPORTS & ANNOUNCEMENTS**

- a. **Student Liaison Reports**

The Student Liaisons provided updates from the Leicester Public Schools.

**b. Select Board Reports**

The Select Board discussed various topics including thanking the highway department for work done by Lion's Park, thanking the middle school students who helped out at the Harvest Fair, recapping the Leicester Business Association meeting last week at the Castle where the future of Swan Tavern was discussed, recapping the Worcester County Selectmen's meeting on housing, the successful harvest fair, thanking Chief Antanavica and Superintendent Griffin for repainting the stop lines at Pleasant and Main Streets that were removed as part of the Route 9 paving project, recapping the first EDC meeting of the fiscal year, the upcoming Town Wide Yard Sale to support the annual Tree Lighting on the Common, no Apple Festival being held this year, no bulky recycling such as couches will be taken at Recycling, the soft opening of Swan Tavern during the Harvest Fair which saw over 100 visitors, Swan Tavern opening on Halloween, the upcoming cleanup and 3K at Burncoat Park and the upcoming semi-annual drug takeback day.

A motion was made by Mr. Antanavica and seconded by Ms. Provencher to send letters of thanks for service to retiring firefighters from the Board. The motion carried 5:0:0.

**c. Town Administrator Report**

The Town Administrator presented highlights from his written report which is included in the agenda packet.

**5. RESIGNATIONS & APPOINTMENTS**

None

**6. OTHER BUSINESS**

**a. Senior Center Donation**

A motion was made by Ms. Provencher and seconded by Mr. Brooks to accept a \$150 donation to the Senior Center from the Central Massachusetts Striders. The motion carried 5:0:0.

**b. Police Civil Service List Request**

A motion was made by Ms. Provencher and seconded by Mr. Antanavica to authorize the Town Administrator to request the latest certified civil service list of police officers to backfill a position open due to a retirement. Under discussion, Mr. Genereux noted this vacant position is currently funded in the budget and the plan is to promote another patrolman to sergeant. The motion carried 5:0:0.

**c. Reopen the Fall Special Town Meeting Warrant**

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to reopen the Fall Special Town Meeting warrant. The motion carried 5:0:0.

**d. Vote on Fall Special Town Meeting Warrant Articles**

- A motion was made by Ms. Provencher and seconded by Mr. Brooks to support the article to fund prior year bills. The motion carried 5:0:0.
- A motion was made by Mr. Antanavica and seconded by Mr. Shocik to support the article for a five-year postage machine lease. The motion carried 5:0:0.
- A motion was made by Mr. Shocik and seconded by Mr. Brooks to support the article consolidating various Founders Day/300<sup>th</sup> Anniversary accounts into one 300<sup>th</sup> Anniversary Revolving Fund. The motion carried 5:0:0.
- A motion was made by Ms. Provencher and seconded by Mr. Brooks to support the article funding the police detail account. The motion carried 4:1:0 (Ms. Wilson was opposed).
- A motion was made by Ms. Provencher and seconded by Mr. Brooks to place the article adjusting the FY20 operating budget on the warrant. The motion carried 5:0:0. A motion was made by Ms. Provencher and

seconded by Mr. Antanavica to support the article adjusting the FY20 operating budget. The motion carried 5:0:0.

- A motion was made by Mr. Antanavica and seconded by Mr. Shocik to place the article to borrow funds for equipment, landscaping and addressing water issues at the new Fire & EMS Headquarters on the warrant. The motion carried 5:0:0. A motion was made by Mr. Brooks and seconded by Ms. Provencher to support the article to borrow funds for equipment, landscaping and addressing water issues at the new Fire & EMS Headquarters. The motion carried 5:0:0.
- A motion was made by Mr. Antanavica and seconded by Ms. Provencher to support the article authorizing the Fire & EMS Headquarters lawsuit settlement. The motion carried 5:0:0.
- A motion was made by Ms. Provencher and seconded by Mr. Brooks to support the article to fund an Economic Development position. The motion carried 5:0:0.
- A motion was made by Mr. Antanavica and seconded by Ms. Provencher to support the capital improvements article. The motion carried 5:0:0.
- A motion was made by Ms. Provencher and seconded by Mr. Shocik to support the article transferring Cable PEG Access Capital Funds to LCAC. The motion carried 5:0:0.
- A motion was made by Mr. Brooks and seconded by Ms. Provencher to support the article transferring town owned property on River Street to the Common Ground Land Trust. The motion carried 5:0:0.
- A motion was made by Mr. Brooks and seconded by Ms. Provencher to support the select board bylaw amendment article. The motion carried 5:0:0.
- A motion was made by Mr. Brooks and seconded by Ms. Provencher to remove the article changing the date of the annual town election from the warrant. The motion carried 5:0:0.
- A motion was made by Ms. Provencher and seconded by Mr. Brooks to support the solar zoning amendment article. The motion carried 5:0:0.
- A motion was made by Ms. Provencher and seconded by Mr. Antanavica to support the phased growth zoning amendment. The motion carried 5:0:0.
- The Board did not vote on the citizen petition from Lieutenant Paul Doray allowing him to work until age 70 and asked that the Town Administrator invite Lt. Doray to the next Select Board meeting to discuss his request.
- A motion was made by Mr. Antanavica and seconded by Mr. Brooks to add the article authorizing the disposition of the Memorial School to the warrant. The motion carried 5:0:0. A motion was made by Mr. Brooks and seconded by Mr. Antanavica to support the article authorizing the disposition of the Memorial School. The motion carried 5:0:0.
- A motion was made by Ms. Provencher and seconded by Mr. Brooks to add the article rescinding the remaining borrowing authorization for the High School Roof Project to the warrant. The motion carried 5:0:0. A motion was made by Mr. Brooks and seconded by Mr. Antanavica to support the article rescinding the remaining borrowing authorization for the High School Roof Project. The motion carried 5:0:0.
- A motion was made by Ms. Provencher and seconded by Mr. Brooks to add the article funding Leicester's share of the Regional Fire Training Facility to the warrant. The motion carried 5:0:0. A motion was made by Mr. Brooks and seconded by Mr. Antanavica to support the article funding Leicester's share of the Regional Fire Training Facility to the warrant. The motion carried 5:0:0.
- A motion was made by Ms. Provencher and seconded by Mr. Brooks to add the article transferring funds to the Transportation Infrastructure Fund. The motion carried 5:0:0. A motion was made by Mr. Brooks and seconded by Mr. Antanavica to support the article transferring funds to the Transportation Infrastructure Fund.

e. **Close the Fall Special Town Meeting Warrant**

A motion was made by Ms. Provencher and seconded by Mr. Shocik to close the Fall Special Town Meeting warrant. The motion carried 5:0:0.

**7. MINUTES**

a. **August 22, 2019**

A motion was made by Mr. Antanavica and seconded by Ms. Provencher to approve the minutes of August 22, 2019. The motion carried 5:0:0.

b. **September 9, 2019**

A motion was made by Mr. Antanavica and seconded by Ms. Provencher to approve the minutes of September 9, 2019. The motion carried 5:0:0.

c. **Executive Session Minutes**

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to approve the executive session minutes of July 15, 2019 and September 9, 2019 with corrections to the participant names. The motion carried 5:0:0.

A motion to adjourn was made by Mr. Antanavica and seconded by Ms. Provencher at 9:52pm. The motion carried 5:0:0.

**SELECT BOARD MEETING MINUTES  
OCTOBER 1, 2019 at 6:30pm  
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

**CALL TO ORDER/OPENING**

Chairwoman Wilson called the meeting to order at 6:31pm. Chair Sandra Wilson, 2<sup>nd</sup> Vice-Chair Rick Antanavica, Selectman John Shocik and Assistant to the Town Administrator Kristen Forsberg were in attendance.

**1. NEW BUSINESS**

**a. One Day Beer/Wine Permit Request – Becker College – October 5, 2019**

Bob Wilder with Chartwell Dining at Becker presented a request for a one-day beer/wine license for the sideline barbeque at Becker on October 5, 2019. This is an annual event and 30-60 alumni are expected to attend. The event will be held behind the bleaches above the field at Becker and the area will be segregated with poles and fencing. Chief Antanavica has signed off on this event, citing no issues with the request. The request arrived late due to a change in staff at Becker.

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to issue a one-day beer/wine permit to Becker College for October 5, 2019. The motion carried 3:0:0.

A motion to adjourn was made by Mr. Antanavica and seconded by Mr. Shocik at 6:33pm. The motion carried 3:0:0.