



**AMENDED
PUBLIC NOTICE POSTING REQUEST
OFFICE OF THE LEICESTER TOWN CLERK**

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: April 6, 2020

TIME: 6:30pm

LOCATION: Virtual Meeting – See Instructions Below

REQUESTED BY: Kristen L. Forsberg

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

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1. SCHEDULED ITEMS

- a. 6:30pm - Devin Kravitz Memorial 5K Use of Town Roads Request (9/5/20)

2. PUBLIC COMMENT PERIOD

3. REPORTS & ANNOUNCEMENTS

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

4. RESIGNATIONS & APPOINTMENTS

- a. Appointment – Highway Truck Driver/Laborer
- b. Appointment – Board of Fire Engineers

5. OTHER BUSINESS

- a. Discussion and Vote on Closure of Town Fields
- b. Discussion and Vote on Moving Annual Town Meeting to June 2, 2020
- c. Discussion and Vote on Compensation for Non-Essential Personnel
- d. Cease and Desist – Ernie's Cars Vehicle Sales and Motor Vehicle Repairs, 517 Main Street
- e. Swan Tavern Donation (\$1,000) - Leicester Historical Society
- f. Tarentino 5K Use of Town Roads Request (9/20/20)
- g. Ngrid License – Town Common – Complete Streets Agreement
- h. FY21 Classification and Compensation Plan
- i. Church Street Bridge Dedication Discussion
- j. Amendment – Sergeant Assessment Center Delegation Agreement Extension

6. MINUTES

- a. March 23, 2020

EXECUTIVE SESSION, MGL CHAPTER 30A, SECTION 21A

- a. Exception #3 – Discuss strategy with respect to litigation (Michael Shivick Correspondence)

Stuart Kravitz
14 Springbrook Rd
Auburn, MA 01501

March 23, 2020
Town of Leicester
3 Washburn Square
Leicester, MA 01524

Dear Sir or Madam:

This is a request to hold the 14th Annual Devin Kravitz Memorial 5K road race in a similar fashion to the first event held in the Town of Leicester 13 years ago.

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

Date: Saturday, September 5, 2020.

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

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

Again, this year event will have a under 10 Kids run event held behind the senior center starting around 10am. Both events will wrap up by noon.

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

The committee is aware of the interference with the recycling schedule in Town. We ask that the recycling center supports us in our efforts. We will post flyers alerting the public of the event so that drivers can take an alternative route to the center that day.

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

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

The Devin Kravitz Memorial 5K also teams up with the American Heart Association, to participate in their annual fundraising efforts for heart disease. Their event series is usually held on the first Saturday in May in Worcester at DCR's Quinsigamond State Park.

For many years, the Devin race has been one of the top fundraising events for the American Heart Association. Over the years our race has raised more than \$45,000 for Myocarditis research. Hundreds of people from as far away as Germany have come to the race and gathered in Leicester to run or walk at the event.

This race is not only to honor and remember Devin Kravitz; it's also an effort to make sure no other family has to feel the pain of losing a loved one from this rare disease. Devin was taken from us on October 25, 2006 while he was sleeping. The disease usually attacks otherwise healthy people.

Facts show that up to 20% of all cases of sudden death in children and young adults are due to myocarditis.



Thank you for your support.
Sincerely,

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

Janet King
Event Coordinator
508-735-1466

Keri Hoenig
Volunteer Coordinator
508-847-0063



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

April 2, 2020

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 April 2, 2020:

Affordability

I have completed the affordability analysis of Town taxes. The Board may recall that for FY 2020, the average single-family tax bill, at \$3,871, ranks 266 out of the 327 cities and towns that have reported to the DOR, which places Leicester in the bottom 20% in cost of average tax bills. Area towns that have lower tax bills than Leicester are listed below:

Town	Rank	Average Tax Bill
Holland	279	\$3,711
East Brookfield	281	\$3,698
North Brookfield	290	\$3,640
Wales	292	\$3,638
West Brookfield	293	\$3,630
Spencer	299	\$3,530
Dudley	301	\$3,434
Warren	302	\$3,413

A resident asked about how the Town compared regarding income. I have median family income for the same 327 reporting cities and towns, according to 2018 census data that was published in the Boston Globe. Leicester ranks 184 out of 327, with a median family income of \$76,738. The same towns listed above, rank as follows:

Town	Rank	Median Family Income
Holland	176	\$78,348
East Brookfield	165	\$80,234
North Brookfield	215	\$73,133
Wales	308	\$50,625
West Brookfield	247	\$67,121
Spencer	280	\$65,386
Dudley	265	\$64,281
Warren	241	\$68,490

Two of the Towns with lower tax bills than Leicester have higher incomes. The other six are behind us. Interestingly, other area towns that you may not expect come in lower than we do, including Millbury, Auburn, and West Boylston. Leicester's median income ranks in the 46th percentile of all income, according to the census.

The final portion of the analysis calculates the what percentage the average single-family tax bill is of median family income.

Leicester ranks at 296 of 327, with 5.04% of median family income of \$76,738 to pay the average

tax bill of \$3,871. Again, here is the ranking of the same towns factored with percentage of income:

Town	Rank	Tax bill as % of income
Holland	305	4.74%
East Brookfield	308	4.61%
North Brookfield	299	4.98%
Wales	126	7.19%
West Brookfield	272	5.41%
Spencer	280	5.40%
Dudley	279	5.34%
Warren	298	4.98%

Four of the towns with lower tax bills than us are ahead of us, based on income. The other four are higher. Wales is notable with a rank of 126 and 7.19% of income used to pay property tax. Leicester's tax burden as a percent of income is in the bottom 10% statewide, meaning that it is more affordable by the measure than 90% of reporting cities and towns.

The overall point to this analysis is that the Town, like several in this area, is affordable, with above average family income and below average real estate taxes. The back up to these calculations is attached to this report.

School Project:

- ☐ The new local forecast contribution for the school project is \$49,467,340. The new forecast debt schedule is attached to this report. It shows that the year 5 cost will be 3.51 on the rate or about 910.00 to the average home (After four years of temporary debt.)

FY2021 Budget:

- ☐ In light of the likely economic slowdown coming as a result of COVID-19, I have re-examined the budget and made some changes that I believe is necessary. I recommend that we do not fill the third Highway position at this time, and instead hire two 12-week summer help positions. This will allow us to remove \$38,113 in budget monies that is being funded by free cash. The School will not see any loss of service because the fields will remain priority. If there is any slowdown, it will be on municipal duties. It would be prudent to cut down the usage of Free Cash in the operating budget, as we are likely to see that beginning to decline this coming year.
- ☐ I will be recommending using an additional \$25,000 to increase the warrant article for Highway equipment repair to \$50,000. The \$25,000 is to correct a major design flaw in Truck 15, a 2016 International that gets damaged every winter season because of a defect in the way the plow mechanism is attached.
- ☐ I would recommend that the FY 2021 budget remain in place with the exception of this action, and the personnel changes that we will be discussing at the 04/06/20 meeting for the time being. I expect that we will see major budget affects from the pandemic, but it is not possible to quantify that at this time. It is possible that we will be making budget reductions in the fall, or using free cash as a one year budget supplement before making adjustments for FY 2022, but it is just too early to determine, and neither municipal or school budgets can afford to be reduced at this point.

Citizen issues: Topics discussed with various citizens.

- ☐ I was contacted by an individual who recommended that all payments to the Town and the water/sewer districts be suspended for 90 days. He was informed that we have no legal authority for which to do suspend tax payments, and no jurisdiction over the water or sewer districts.
- ☐ Still working with the Bond Street property owner on building remodeling potentially done without permitting.

Meetings:

- ☐ Had many different meetings online due to the COVID-19 pandemic.
- ☐ Met with Recycling Team member and staff to plan for opening the Recycling Center on April 11

Activities:

- ☐ Following the Board's direction, we have closed all Town buildings until further notice. We are doing our best to make things work, and I am pleased to report that everyone has been working together. I am not hearing any complaints at this point.
- ☐ The IFB for the reconstruction of the meeting room exit stairs is complete and has been posted.
- ☐ Submitted an application through the Small Bridge Program for reconstruction of the Auburn Street Bridge.
- ☐ Commenced legal review on a new pending legal action.
- ☐ Completed the updated RFP for the water/sewer district study; shared with district staff for further review
- ☐ It remains to be seen whether any of these requests for bids or proposals will be successful in light of the current pandemic.

Please feel free to contact me with any questions or concerns.

Average Single Family Tax Bill H-L

Rank	Municipality	Single Family Tax Bill*	Median Family Income	Bill % Income
1	Weston	20,922	196,651	10.64%
2	Lincoln	18,097	134,211	13.48%
3	Sherborn	16,259	170,872	9.52%
4	Wellesley	15,760	176,852	8.91%
5	Dover	15,679	204,018	7.69%
6	Lexington	15,547	162,083	9.59%
7	Carlisle	15,423	170,703	9.03%
8	Winchester	14,298	152,196	9.39%
9	Wayland	14,214	166,893	8.52%
10	Belmont	14,130	118,370	11.94%
11	Manchester By The Sea	13,789	105,500	13.07%
12	Cohasset	13,039	140,000	9.31%
13	Newton	12,849	133,853	9.60%
14	Wenham	12,732	96,979	13.13%
15	Needham	12,272	141,690	8.66%
16	Medfield	12,062	153,847	7.84%
17	Acton	11,790	133,713	8.82%
18	Westwood	11,789	145,799	8.09%
19	Bolton	11,192	151,618	7.38%
20	Sharon	11,025	132,734	8.31%
21	Duxbury	10,943	123,613	8.85%
22	Norwell	10,814	128,563	8.41%
23	Boxford	10,808	155,034	6.97%
24	Topsfield	10,614	131,387	8.08%
25	Southborough	10,569	142,426	7.42%
26	Hamilton	10,416	112,250	9.28%
27	Stow	10,218	144,766	7.06%
28	Boxborough	10,179	101,077	10.07%
29	Hingham	9,988	125,144	7.98%
30	Westborough	9,775	107,604	9.08%
31	Bedford	9,769	125,208	7.80%
32	Milton	9,681	126,000	7.68%
33	Essex	9,558	109,327	8.74%
34	North Reading	9,381	124,750	7.52%
35	Westford	9,238	138,006	6.69%
36	Norfolk	9,178	139,137	6.60%
37	Arlington	9,126	103,594	8.81%
38	Marblehead	9,068	110,025	8.24%
39	Lynnfield	9,055	117,706	7.69%
40	Longmeadow	9,052	112,831	8.02%
41	Aquinnah	9,013	80,250	11.23%
42	Swampscott	8,999	105,169	8.56%
43	Holliston	8,870	118,933	7.46%
44	Hanover	8,731	111,311	7.84%
45	Groton	8,658	123,918	6.99%
46	Middleton	8,585	107,727	7.97%
47	Natick	8,410	106,027	7.93%
48	West Newbury	8,351	135,882	6.15%
49	Millis	8,330	100,230	8.31%
50	Littleton	8,270	119,177	6.94%
51	Maynard	8,124	95,833	8.48%
52	Scituate	8,123	111,865	7.26%
53	Amherst	7,990	50,203	15.92%
54	Walpole	7,973	107,956	7.39%
55	Northborough	7,965	111,875	7.12%
56	Newburyport	7,929	89,887	8.82%
57	Dunstable	7,923	138,700	5.71%
58	Ipswich	7,804	80,829	9.65%
59	Nahant	7,692	81,384	9.45%
60	Gloucester	7,627	65,348	11.67%
61	Ashland	7,615	120,309	6.33%
62	Medway	7,608	115,432	6.59%
63	North Andover	7,608	105,661	7.20%
64	Upton	7,541	119,392	6.32%
65	Rowley	7,475	89,338	8.37%
66	Dedham	7,418	89,514	8.29%
67	Marion	7,371	76,576	9.63%
68	Chelmsford	7,362	106,432	6.92%
69	Easton	7,340	105,380	6.97%
70	Mansfield	7,175	111,141	6.46%
71	Lancaster	7,151	104,331	6.85%
72	Georgetown	7,142	113,417	6.30%
73	Wakefield	7,099	92,252	7.70%
74	Mendon	7,097	125,816	5.64%
75	Melrose	7,015	93,434	7.51%
76	Beverly	6,960	77,893	8.94%

Rank	Municipality	Single Family Tax Bill*	Median Family Income	Bill % Income
77	Kingston	6,945	89,796	7.73%
78	Tewksbury	6,921	93,817	7.38%
79	Grafton	6,920	100,605	6.88%
80	Amesbury	6,919	78,638	8.80%
81	Canton	6,912	96,583	7.16%
82	Foxborough	6,892	98,199	7.02%
83	Boylston	6,876	97,074	7.08%
84	Wilmington	6,873	118,549	5.80%
85	Pelham	6,842	92,250	7.42%
86	Berlin	6,792	97,417	6.97%
87	Wrentham	6,743	107,444	6.28%
88	Rockport	6,696	72,015	9.30%
89	West Tisbury	6,688	92,188	7.25%
90	Franklin	6,680	111,935	5.97%
91	Wilbraham	6,677	104,491	6.39%
92	Williamstown	6,665	77,340	8.62%
93	Paxton	6,631	95,595	6.94%
94	Mattapoisett	6,628	85,870	7.72%
95	Framingham	6,586	73,182	9.00%
96	Hudson	6,557	83,765	7.83%
97	Abington	6,543	91,643	7.14%
98	Plympton	6,531	87,438	7.47%
99	Tyngsborough	6,508	101,303	6.42%
100	Leverett	6,483	87,174	7.44%
101	Hopedale	6,463	101,761	6.35%
102	Danvers	6,451	79,795	8.08%
103	Merrimac	6,375	84,417	7.55%
104	Winthrop	6,285	69,628	9.03%
105	Great Barrington	6,280	56,124	11.19%
106	Orleans	6,265	62,386	10.04%
107	Groveland	6,262	95,031	6.59%
108	Sandwich	6,219	88,870	7.00%
109	East Bridgewater	6,214	86,568	7.18%
110	Sutton	6,196	101,315	6.12%
111	Marshfield	6,158	94,737	6.50%
112	Quincy	6,126	71,808	8.53%
113	Plymouth	6,110	83,746	7.30%
114	Sterling	6,108	102,500	5.96%
115	Stoneham	6,098	90,320	6.75%
116	Princeton	6,093	128,006	4.76%
117	Hull	6,063	80,584	7.52%
118	Pepperell	6,055	90,029	6.73%
119	Lunenburg	6,024	97,775	6.16%
120	Halifax	6,007	77,993	7.70%
121	West Boylston	5,986	73,320	8.16%
122	Pembroke	5,979	101,447	5.89%
123	Shutesbury	5,973	76,927	7.76%
124	Holbrook	5,973	68,023	8.78%
125	Shrewsbury	5,968	100,640	5.93%
126	Sturbridge	5,951	84,745	7.02%
127	Westhampton	5,945	86,591	6.87%
128	Salem	5,928	65,528	9.05%
129	Holden	5,891	101,827	5.79%
130	Newbury	5,876	89,433	6.57%
131	West Bridgewater	5,858	85,368	6.86%
132	East Longmeadow	5,856	85,221	6.87%
133	Avon	5,854	69,709	8.40%
134	Bridgewater	5,851	88,640	6.60%
135	Rockland	5,843	77,573	7.53%
136	Raynham	5,788	91,944	6.30%
137	Plainville	5,756	93,889	6.13%
138	North Attleborough	5,728	87,093	6.58%
139	Stoughton	5,722	78,343	7.30%
140	Williamsburg	5,717	75,405	7.58%
141	Chilmark	5,665	79,688	7.11%
142	Carver	5,661	73,904	7.66%
143	Medford	5,646	86,204	6.55%
144	Oak Bluffs	5,629	66,091	8.52%
145	Blackstone	5,608	80,260	6.99%
146	Rochester	5,573	103,472	5.39%
147	Northampton	5,571	62,838	8.87%
148	Douglas	5,523	94,675	5.83%
149	Billerica	5,522	99,453	5.55%
150	Norton	5,507	102,869	5.35%
151	Uxbridge	5,503	94,656	5.81%
152	Berkley	5,499	89,597	6.14%

Average Single Family Tax Bill H-L

Rank	Municipality	Single Family Tax Bill*	Median Family Income	Bill % Income
153	Townsend	5,483	84,630	6.48%
154	Burlington	5,466	99,254	5.51%
155	Milford	5,448	75,854	7.18%
156	Marlborough	5,444	75,418	7.22%
157	Hampden	5,442	81,304	6.69%
158	West Stockbridge	5,434	76,518	7.10%
159	Rehoboth	5,432	96,098	5.65%
160	Hanson	5,411	96,389	5.61%
161	Conway	5,396	100,398	5.37%
162	Stockbridge	5,386	54,438	9.89%
163	Edgartown	5,378	75,404	7.13%
164	Saugus	5,368	82,188	6.53%
165	Norwood	5,367	87,516	6.13%
166	Ashburnham	5,357	85,064	6.30%
167	Middleborough	5,264	79,800	6.60%
168	Rutland	5,257	100,962	5.21%
169	Whitman	5,250	79,705	6.59%
170	Granby	5,228	89,752	5.82%
171	Randolph	5,208	69,969	7.44%
172	Dighton	5,132	93,017	5.52%
173	Southampton	5,130	89,423	5.74%
174	Shirley	5,127	67,541	7.59%
175	Westminster	5,103	100,071	5.10%
176	Lakeville	5,098	98,015	5.20%
177	Braintree	5,088	88,993	5.72%
178	Leominster	5,086	57,610	8.83%
179	Belchertown	5,081	86,165	5.90%
180	Richmond	5,058	97,917	5.17%
181	Lenox	5,010	68,492	7.31%
182	Auburn	5,001	74,174	6.74%
183	Harwich	4,960	73,468	6.75%
184	Bourne	4,943	73,000	6.77%
185	Ayer	4,938	78,762	6.27%
186	Russell	4,897	66,985	7.31%
187	Whately	4,896	73,750	6.64%
188	Ashby	4,881	95,833	5.09%
189	Dracut	4,880	86,697	5.63%
190	Mashpee	4,856	73,841	6.58%
191	Chatham	4,842	74,875	6.47%
192	Southwick	4,802	76,737	6.26%
193	Deerfield	4,799	78,949	6.08%
194	Millville	4,783	90,500	5.29%
195	Methuen	4,775	73,492	6.50%
196	Weymouth	4,773	75,892	6.29%
197	Ludlow	4,766	67,715	7.04%
198	Seekonk	4,763	86,014	5.54%
199	Peabody	4,751	65,085	7.30%
200	Lanesborough	4,738	76,016	6.23%
201	Brewster	4,736	69,479	6.82%
202	Westfield	4,732	62,212	7.61%
203	Chesterfield	4,720	74,412	6.34%
204	Lynn	4,720	53,513	8.82%
205	Easthampton	4,710	61,004	7.72%
206	Salisbury	4,706	72,828	6.46%
207	Haverhill	4,698	65,926	7.13%
208	New Braintree	4,689	84,432	5.55%
209	Revere	4,687	53,794	8.71%
210	Attleboro	4,685	70,136	6.68%
211	Sheffield	4,683	73,953	6.33%
212	Falmouth	4,682	70,918	6.60%
213	Woburn	4,677	83,304	5.61%
214	South Hadley	4,655	66,940	6.95%
215	Millbury	4,651	74,713	6.23%
216	Sunderland	4,618	54,886	8.41%
217	Bellingham	4,612	95,533	4.83%
218	Northbridge	4,554	75,186	6.06%
219	Somerset	4,552	72,790	6.25%
220	Freetown	4,550	85,040	5.35%
223	Eastham	4,462	62,143	7.18%
224	Greenfield	4,459	47,821	9.32%
225	Ashfield	4,455	72,422	6.15%
226	Hatfield	4,445	65,087	6.83%
227	Brimfield	4,414	86,523	5.10%
228	Brockton	4,410	52,393	8.42%
229	Clinton	4,378	68,262	6.41%
230	Dalton	4,364	60,406	7.22%

Rank	Municipality	Single Family Tax Bill*	Median Family Income	Bill % Income
231	Petersham	4,363	65,529	6.66%
232	Barnardston	4,323	64,647	6.69%
233	Acushnet	4,313	69,402	6.21%
234	Swansea	4,300	81,125	5.30%
235	Monson	4,279	78,677	5.44%
236	Brookfield	4,274	64,219	6.66%
237	New Marlborough	4,267	73,750	5.79%
238	Webster	4,239	52,107	8.14%
239	Worthington	4,238	75,000	5.65%
240	Charlton	4,234	93,921	4.51%
241	Worcester	4,228	45,869	9.22%
242	Buckland	4,225	50,899	8.30%
243	Monterey	4,218	58,661	7.19%
244	Dartmouth	4,217	74,742	5.64%
245	Hadley	4,202	58,953	7.13%
246	Fitchburg	4,188	51,412	8.15%
247	Lowell	4,168	48,581	8.58%
248	Hubbardston	4,135	93,387	4.43%
249	Taunton	4,111	56,797	7.24%
250	Agawam	4,109	61,919	6.64%
251	Leyden	4,076	76,771	5.31%
252	Gardner	4,064	48,915	8.31%
253	Plainfield	4,014	56,875	7.06%
254	Shelburne	4,010	61,141	6.56%
255	Charlemont	4,001	53,333	7.50%
256	Alford	3,988	105,525	3.78%
257	Egremont	3,983	61,927	6.43%
258	West Springfield	3,957	51,735	7.65%
259	Ware	3,945	50,116	7.87%
269	Southbridge	3,925	50,202	7.82%
261	Barre	3,919	69,432	5.64%
262	Heath	3,911	57,386	6.82%
263	Blandford	3,904	62,875	6.21%
264	Palmer	3,901	57,022	6.84%
265	New Salem	3,899	71,908	5.42%
266	Leicester	3,871	76,738	5.04%
267	Huntington	3,865	66,713	5.79%
268	Yarmouth	3,856	62,954	6.13%
269	New Bedford	3,855	40,626	9.49%
279	Phillipston	3,838	75,893	5.06%
271	Granville	3,832	86,000	4.46%
272	Pittsfield	3,829	46,871	8.17%
273	Templeton	3,806	67,517	5.64%
274	Hardwick	3,782	57,813	6.54%
275	Holyoke	3,772	37,954	9.94%
276	Gill	3,762	69,226	5.43%
277	Montgomery	3,718	74,000	5.02%
278	Goshen	3,715	79,519	4.67%
279	Holland	3,711	78,348	4.74%
280	Colrain	3,701	53,352	6.94%
281	East Brookfield	3,698	80,234	4.61%
282	Lee	3,695	66,599	5.55%
283	Hawley	3,693	66,250	5.57%
284	Oakham	3,682	85,938	4.28%
285	Washington	3,672	86,389	4.25%
286	Westport	3,670	80,176	4.58%
287	Northfield	3,662	69,028	5.31%
288	Middlefield	3,653	75,313	4.85%
289	Peru	3,649	68,636	5.32%
290	North Brookfield	3,640	73,133	4.98%
291	Tyringham	3,639	86,250	4.22%
292	Wales	3,638	50,625	7.19%
293	West Brookfield	3,630	67,121	5.41%
294	Orange	3,603	43,191	8.34%
295	Warwick	3,594	57,885	6.21%
296	Sandisfield	3,590	68,636	5.23%
297	Montague	3,581	50,933	7.03%
298	Cummington	3,538	52,500	6.74%
299	Spencer	3,530	65,386	5.40%
300	Fairhaven	3,501	62,090	5.64%
301	Dudley	3,434	64,281	5.34%
302	Warren	3,413	68,490	4.98%
303	New Ashford	3,412	84,583	4.03%
304	Chester	3,371	76,250	4.42%
305	Fall River	3,366	39,328	8.56%
306	Winchendon	3,352	64,539	5.19%

Average Single Family Tax Bill H-L

Rank	Municipality	Single Family Tax Bill*	Median Family Income	Bill % Income
307	Chicopee	3,343	48,866	6.84%
308	Lawrence	3,293	39,627	8.31%
309	Adams	3,232	49,777	6.49%
310	Wareham	3,216	65,718	4.89%
311	Hinsdale	3,156	62,250	5.07%
312	Springfield	3,145	37,118	8.47%
313	Dennis	3,038	56,176	5.41%
314	Clarksburg	3,017	61,397	4.91%
315	Athol	2,994	50,417	5.94%
316	Cheshire	2,903	61,512	4.72%
317	Mount Washington	2,839	66,607	4.26%
318	Windsor	2,800	81,875	3.42%
319	North Adams	2,780	38,774	7.17%
320	Becket	2,759	75,000	3.68%
321	Otis	2,678	70,048	3.82%
322	Tolland	2,640	90,417	2.92%
323	Savoy	2,434	55,375	4.40%
324	Monroe	1,653	31,458	5.25%
325	Erving	1,434	70,870	2.02%
326	Rowe	1,162	56,667	2.05%
327	Hancock	712	71,875	0.99%

FY	Outstanding Debt			School			Total		
	Excluded Debt	Tax Rate	Ave Single Family	Debt	Tax Rate	Ave Single Family	Debt Service	Tax Rate	Ave Single Family
2021	1,148,684.63	1.04	270.03	64,222.22	0.06	15.10	1,212,906.85	1.10	285.13
2022	1,131,063.24	1.02	265.89	750,000.00	0.68	176.31	1,881,063.24	1.70	442.20
2023	1,118,567.76	1.01	262.95	1,634,020.20	1.48	384.12	2,752,587.96	2.49	647.07
2024	1,105,116.20	1.00	259.79	2,801,106.90	2.54	658.48	3,906,223.10	3.54	918.27
2025	638,981.25	0.58	150.21	3,874,457.00	3.51	910.80	4,513,438.25	4.09	1,061.01
2026	634,156.25	0.57	149.08	3,874,000.00	3.51	910.69	4,508,156.25	4.08	1,059.77
2027	642,481.25	0.58	151.03	3,872,250.00	3.51	910.28	4,514,731.25	4.09	1,061.32
2028	645,306.25	0.58	151.70	3,866,750.00	3.50	908.99	4,512,056.25	4.09	1,060.69
2029	457,131.25	0.41	107.46	3,867,500.00	3.50	909.17	4,324,631.25	3.92	1,016.63
2030	447,406.25	0.41	105.18	3,869,000.00	3.50	909.52	4,316,406.25	3.91	1,014.69
2031	442,056.25	0.40	103.92	3,876,000.00	3.51	911.16	4,318,056.25	3.91	1,015.08
2032	431,556.25	0.39	101.45	3,873,000.00	3.51	910.46	4,304,556.25	3.90	1,011.91
2033	426,056.25	0.39	100.16	3,870,250.00	3.50	909.81	4,296,306.25	3.89	1,009.97
2034	420,406.25	0.38	98.83	3,872,500.00	3.51	910.34	4,292,906.25	3.89	1,009.17
2035	410,106.25	0.37	96.41	3,869,250.00	3.50	909.58	4,279,356.25	3.88	1,005.99
2036	404,306.25	0.37	95.04	3,870,500.00	3.50	909.87	4,274,806.25	3.87	1,004.92
2037	248,212.50	0.22	58.35	3,870,750.00	3.51	909.93	4,118,962.50	3.73	968.28
2038	241,462.50	0.22	56.76	3,874,750.00	3.51	910.87	4,116,212.50	3.73	967.63
2039	239,562.50	0.22	56.32	3,867,000.00	3.50	909.05	4,106,562.50	3.72	965.37
2040	107,000.00	0.10	25.15	3,872,750.00	3.51	910.40	3,979,750.00	3.60	935.55
2041	103,500.00	0.09	24.33	3,871,000.00	3.51	909.99	3,974,500.00	3.60	934.32
2042				3,871,750.00	3.51	910.17	3,871,750.00	3.51	910.17
2043				3,869,500.00	3.50	909.64	3,869,500.00	3.50	909.64
2044				3,864,000.00	3.50	908.34	3,864,000.00	3.50	908.34

Assumptions: \$48,467,340 financed for 20 years.

Interest rate: 5.00%

Temporary bonding for the first 4 years

Permanent borrowing for 20 years afterwards

Based on average single family home value of \$259,606



CHIEF
ROBERT F. WILSON

TOWN OF LEICESTER FIRE DEPARTMENT
3 Paxton Street
LEICESTER, MASSACHUSETTS 01524



OFFICE (508) 892-7022

To: David Genereux
Town Administrator

From: Board of Fire Engineers

Date: March 19, 2020

Re: Fire Engineer Reappointments

The following members of the Board of Fire Engineers wish to be reappointed by the Board of Selectmen.

Robert Wilson
Michael Dupuis
Matthew Tebo

From: [Cherry, Don Jr. \(moderator\)](#)
To: [Genereux, David](#); [Wilson, Sandra](#); [Forsberg, Kristen](#); [Davis, Debbie](#)
Subject: Annual Town Meeting - June Dates
Date: Wednesday, April 1, 2020 9:28:10 AM

Good morning to you all,

First and foremost, I hope this finds you and yours, as well as all members of the Town of Leicester staff, boards, and volunteer teams safe and well.

I spoke at length yesterday with Debbie Davis and believe that looking at June dates for a rescheduled Annual Town Meeting is a sound plan.

To that end, I am available on June 2nd or June 16th. I am offering those because I assumed we'd be looking at a Tuesday. If, by chance, a different day of the week becomes a better choice, I have also blocked the 3rd and 17th.

Please keep me posted as to your decisions, knowing things will be fluid for some time.

Stay safe,
Don

Donald A. Cherry, Jr.,
Town Moderator

From: [BJ Williams](#)
To: [Forsberg, Kristen](#)
Subject: Tarentino Strong 5k
Date: Wednesday, March 18, 2020 1:43:36 PM

The Officer Ronald Tarentino Jr Charitable Fund would like to respectfully request a permit to hold our fourth annual Tarentino Strong 5k.

The run/walk will be held on Sunday, September 20th starting at the Leicester High School. The event will begin at 10am. The entire event should take place between hours of 7am and 12noon. The venue is covered with an insurance rider and every participant will have signed a waiver.

The Leicester Police department is once again involved with the event. If you would like a representative to come to a meeting please let me know.

Thank you for your time and assistance. Please contact me if any questions or concerns. My cell is 413-441-3639.

Sincerely,

BJ Williams
Tarentino Strong Race Director

LICENSE AGREEMENT

This License is hereby granted by the **TOWN OF LEICESTER a/k/a THE INHABITANTS OF THE TOWN OF LEICESTER**, a municipal corporation having an address at 3 Washburn Square, Leicester, Massachusetts 01524 (hereinafter referred to as Licensors), to **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation with its principal place of business at 40 Sylvan Road, Waltham, MA 02451, Middlesex County, Massachusetts (hereinafter referred to as the Licensee);

Whereas, Licensors is to undertake a project that will result in site improvements to the Town Common, said location described in Section 2 herewith; and

Whereas, Licensors has requested Licensee to install an anchor and guy and pushbraces (which may be erected at different times) and all necessary equipment and appurtenances in order to accommodate the planned improvements; and

Whereas, Licensee has agreed to Licensors's requests, provided certain conditions apply to its acceptance of the new locations;

Now therefore, in consideration of the payment of One Dollar, the receipt and sufficiency of which is duly acknowledged, and in consideration of the mutual promises made herein, Licensors and Licensee agree as follows:

1. Licensors does hereby grant a continuing license and permit to Licensee to install, construct, reconstruct, repair, maintain, operate and patrol, for the transmission of high and low voltage electric current and for the transmission of intelligence and telephone use, one (1) anchor and guy, (which may be erected at different times) and all necessary equipment and appurtenances (hereinafter referred to as the "ANCHOR and GUY") and two (2) pushbraces, and all necessary foundations, braces, fittings, equipment and appurtenances (hereinafter referred to as the "PUSHBRACES") for the transmission of intelligence and the furnishing of electric service to the Town Common and others, all located within the licensed area of the hereinafter described property.

2. The "ANCHOR and GUY" and "PUSHBRACES" are to be located within a parcel of land owned by Licensors known as the Town Common, which is situated on the southerly and westerly sides of Washburn Square, the northerly side of Main Street, and the easterly side of Paxton Street a/k/a State Route 56. Said "ANCHOR and GUY" to originate from Pole P.4, which is located on the southerly side of Washburn Square, then extend in a southerly direction over, across and upon said land of the Licensors. Said "PUSHBRACES" will originate from two Poles P.3; one is located on the southerly side of Washburn Square and the other Pole P.3 is located on the westerly side of Washburn Square, and each Pushbrace #3-89 will extend in their respective southerly and westerly direction from each Pole 3, to become established by and upon the final installation thereof by Licensee.

And further said "ANCHOR and GUY" and "PUSHBRACES" (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Grantor) are approximately shown on a sketch entitled: "EXHIBIT 'A' NOT TO SCALE; WASHBURN SQ LICENSE LEICESTER, MA; Date: 1/22/2020; Designer: J. SILVA; W/R: 29047701; nationalgrid", a reduced copy of said sketch is attached hereto as "Exhibit A" and made a part hereof by this reference, a copy of which is in the possession of both Licensors and Licensee, and the final definitive locations of said "ANCHOR and GUY" and "PUSHBRACES" shall become established by and upon the installation and erection thereof by Licensee, in substantial compliance with the hereinbefore sketch and in coordination with Licensors' site improvement plans.

3. The License granted to Licensee herein also authorizes Licensee the right from time to time to pass and repass over, across and upon the licensed area as is reasonable and necessary in order to renew, replace repair, remove, add to, maintain, operate, patrol and otherwise change said "ANCHOR and GUY" and "PUSHBRACES" and each and every part thereof and to make such other excavation or excavations within the licensed area as may be reasonably necessary in the opinion and judgment of Licensee, its successor and assigns.

4. Licensee may clear and keep cleared any trees, shrubs, bushes, above and below ground structures, objects and surfaces from those portions and areas of the licensed area wherein the "ANCHOR and GUY" and "PUSHBRACES" are located, as may in the opinion and judgment of Licensee, its successors and assigns, interfere with the safe and efficient operation and maintenance of said "ANCHOR and GUY" and "PUSHBRACES" and other related equipment. Provided further, that Licensee, its successors and assigns, shall properly backfill, grade and restore the surface of the land to as good a condition as the surface was in immediately prior to the Licensee's excavation thereof.

5. If the proposed locations as shown on Exhibit "A" are unsuitable for the purposes of the Licensee or Licensors, then the locations may be changed to areas mutually satisfactory to both Licensors and Licensee, and a revised Exhibit "A" shall be substituted for the original attached hereto by amendment to this License Agreement. Any relocation so requested shall be at the sole cost and expense of the requesting party.

6. The "ANCHOR and GUY" and "PUSHBRACES" and all necessary appurtenances thereto, shall remain the property of Licensee, its successors and assigns, and Licensee, its successors and assigns, shall pay all taxes assessed thereon.

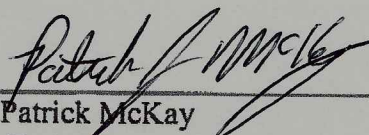
7. Licensors grants no property right or interest in the licensed area other than the licensed rights expressly stated hereunder; this License Agreement shall not be recorded.

8. For Licensors' title see deed dated February 18, 1897, recorded with the Worcester South District Registry of Deeds in Book 1548, Page 128.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed this _____ of _____, 2020.

RECOMMENDED:

Parks and Recreation Committee


Patrick McKay
Chairman

LICENSOR:

Town of Leicester, acting by and through its Board of Selectmen

By: Sandra Wilson

By: Harry Brooks

By: Richard Antanavica

By: Dianna Provencher

By: John Shocik

LICENSEE:

Massachusetts Electric Company

Michael Guerin

Authorized Representative

WR#29047701



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

April 6, 2020

To: Select Board
From: David Genereux, Town Administrator

RE: FY 2021 Class and Compensation Plan

I am writing to further advise the Board on a matter discussed at the March 14th board retreat, which has resulted in reworking the Class and Compensation plan for FY 2021. The Board may recall there was a discussion regarding the Emergency Management Director position, which is currently held by a resident who works full-time for another municipality. The Board favored assigning those duties to a town employee, in order to have a resource that is fully available in times of emergencies.

I spoke with the current Emergency Management Director, and he agreed it would make sense for him to step aside if we had a qualified individual on staff to take over the function. We are all aware the Economic Development Coordinator (EDC) has some experience with these duties from a previous position. I spoke with him and he is very interested in taking on these duties. I recommended Bryan Milward contact the Ethics Commission to see if he could hold both positions simultaneously. Unfortunately, the Ethics Commission determined that holding these two separate paid positions would create a conflict due to potential crossover in duties.

Next, I spoke with Town Counsel, who advised we could eliminate the conflict by redoing the EDC job description to include those EMD duties and eliminate the stipend. With this in mind, I reviewed the Classification and Compensation plan to determine how best to move forward.

For FY2020, the plan had five levels. The Economic Development Coordinator is a Level III position, which is the level for Assistant Departments Heads. All employees on Level III are paid hourly with the exception of the EDC, which is a salaried position. Levels IV and V are for department heads and multi-department heads, who are paid salary. All Level III employees qualify for overtime (except the EDC) whereas Level IV and V department heads do not.

As the Economic Development Coordinator was hired as a salaried, FLSA exempt employee, this position should be on a different level than hourly employees. For FY 2021, I propose expanding the grid from five to six levels. Levels I to III would remain unchanged. The new level IV would have two positions, and the old Levels IV and V would become Levels V and VI.

The two positions on the new Level IV would be those whose job functions are more complex than other positions in Levels I to III. While they would not be at the Department Head level, these positions would be higher than the department assistants. They would not be paid hourly or be eligible for overtime or comp time; they would be salaried and would be expected to do whatever is necessary to perform the functions of the position, including attending night meetings, without further compensation.

The two positions that I see as qualifying for the new Level IV tier is the Economic Development Coordinator and the Assistant to the Town Administrator. These positions are charged with more complex tasks, responsibilities and confidentiality and are therefore deserving of the new level, which is at the midpoint between the assistants and the department heads. I also believe that they should be contract employees like all other salaried positions.

Please note that this is not being done in executive session because we have yet to establish whether the Board supports the new level or the possibility of offering contracts for the individuals that are currently in these positions. If the concept is supported, contracts would be negotiated to be effective July 1, 2020. They will be negotiated, discussed by the Board in Executive Session, and voted in open session, as we do with department head contracts.

I would, however, adjust the FY 2021 budget to reflect the expected cost of the contracts, which I see as netting out at an additional \$6,234.00.

The revised Classification and Compensation Plan, which shows current FY 2020 and proposed FY 2021 rates and steps is attached. Please contact me with any questions.

Compensation Plan Rates - FY 2021

FY 2020 Salary Survey Data (2%)

	FY 2020 Min	FY 2020 Min +1	FY 2020 BenchMark	FY 2020 BM +1	FY 2020 Maximum
Level I	13.10	15.28	17.46	19.21	20.95
Level II	15.54	17.48	19.43	22.15	24.88
Level III	18.46	20.77	23.08	26.32	29.54
Level IV	25.44	28.62	31.80	36.25	40.70
Level V	27.39	30.81	34.23	39.03	43.82

FY 2021 Salary Survey Data (2%)

	FY 2021 Min	FY 2021 Min +1	FY 2021 BenchMark	FY 2021 BM +1	FY 2021 Maximum
Level I	13.36	15.59	17.81	19.59	21.37
Level II	15.86	17.83	19.82	22.60	25.38
Level III	18.83	21.18	23.54	26.84	30.13
Level IV	22.39	25.19	27.99	31.91	35.82
Level V	25.95	29.19	32.44	36.98	41.51
Level VI	27.93	31.43	34.92	39.81	44.70



Private First Class Eugene Joseph Parenteau, this photo was taken at Loring Studio on Main St., Worcester in August 1943. Gene was 18 years old in this photo. At the time he was home on a 30 day furlough before being sent to the Pacific Theater as a combat replacement. He had gone through basic training and combat training with the newly organized 75th Infantry Division at Ft. Leonard Wood, MO. In August 1943 PFC Parenteau was among 3,500 men from the 75th Infantry Division ordered overseas as replacements. He ended up with the Americal Division and saw action at Bougainville Island in the Northern Solomon Islands where he was awarded the Bronze Star for Valor in combat. He was again in combat on Leyte Island in the Philippines and then on Negros Island in the Philippines where he was killed in action, June 7, 1944 age 20, his body was not recovered. PFC Eugene Parenteau is officially listed as Missing In Action by the Defense POW/MIA Accounting Agency, DPAA, and is Leicester's only official MIA.

Private First Class Eugene Joseph Parenteau, 31261697, U.S. Army

2nd Platoon, Company B, 1st Battalion, 164th Infantry Regiment, Americal Division, XI Corps,
Eighth Army

Killed in action, body not recovered, Thursday, June 7, 1945, Negros Island, Philippines, age 20.
Missing in Action

Bronze Star

Purple Heart

Eugene Parenteau was born on August 10, 1924 in Worcester, MA. Gene Parenteau graduated from St. Joseph's Parochial School on Church St., Cherry Valley. He attended St. Peter's High School in Worcester, MA. graduating in the Class of 1942. Prior to being drafted into the Army, Gene Parenteau was working at Reed & Prince Manufacturing Co., Cambridge St. in Worcester, Gene Parenteau stood 5 foot 9 inches tall weighed 145 pounds and had brown hair and brown eyes.

Home Address:

42 Upton St.

Cherry Valley, MA.

Gene's parents and sisters

Emory Parenteau, b. 1899

Dora S. Tatro, b. July 30, 1896, Millbury, MA.

Lillian Parenteau, b. August 1921; d. May 31, 2014

Eugene Joseph Parenteau, b. August 10, 1924

Antoinette D. Parenteau, b. September 1925; d. March 24, 1999

Eugene Parenteau was drafted and reported for duty through the Local Draft Board No. 139, Dufault Building, Spencer, MA., on Wednesday on March 24, 1943. He was sent to Ft. Devens in Ayer, MA. the same day. Gene Parenteau was 18 years old and single with no dependents.

Pvt. Eugene Parenteau was assigned to the newly forming 75th Infantry Division. They received their basic training, weapons training, and basic infantry training at Ft. Leonard Wood, Rolla, MO. Sometime in the early summer of 1943 he was promoted to Private First Class.

In August 1943 at the end of the 75th Infantry Division's advanced training cycle Gene Parenteau and 3,500 others were to be transferred out of the 75th Infantry Division and were given orders to move overseas as replacements for units already in combat. PFC Parenteau was being sent to the Pacific Theater of Operations. PFC Gene Parenteau was given one week emergency leave and came home to Cherry Valley before being shipped out. PFC Eugene Parenteau sailed from San Francisco and arrived in the Fiji Islands in the fall of 1943 where he was assigned to the 164th Infantry Regiment, Americal Division.

The Americal Division was sent to Bougainville Island in the northern Solomon Islands to relieve the 3rd Marine Division, landing on Bougainville from December 25, 1943 until January 12, 1944. In October 1944 while manning a roadblock PFC Eugene Parenteau was involved in a fight which started just before dawn and ended in a suicide "banzi" charge by the Japanese soldiers that were involved. He was in a forward position with PFC Orlando Giallonardo from Medway, MA. during this fight. An article about this action was printed in a local Medway newspaper. It

may have been for this action that he was awarded the Bronze Star. The Americal Division was relieved on Bougainville by the Australian 3rd Division on November 30, 1944.

The Americal Division's next action came in the campaign to liberate the Philippines. On January 8, 1945 the first units of the Americal Division began transferring to the islands of Leyte and Samar in the central Philippines to assist in clearing the remaining Japanese from those islands. The Americal Division was relieved from the Leyte operations on March 13, 1945 to prepare for operations on Cebu Island, Philippines on March 26, 1945. This island was in the central Philippines in the Visaya group which included Bacol, Panay, and Negros Island. However, the 164th Infantry was detached to continue mopping up bands of Japanese on Leyte. The 164th was then placed in Eighth Army reserve. The 164th Infantry rejoined the division on April 10, 1945 at Cebu Island. The 164th Infantry was tasked with clearing a Japanese garrison from the south end of Negros Island. The 164th Infantry went ashore on Negros Island at the village of Looc, five miles north of the town of Dumaguete on April 26, 1945. The 1st Battalion was in the first wave of seven LCI's that landed at around 0815 hours. The beach area was covered by Filipino guerilla units that had been in contact with American forces. The bulk of the 1,300 man Japanese garrison had been moving their supplies and equipment up into the mountains southwest of Dumaguete. Here the Japanese had been building bunkers and pillboxes and had moved a lot of their supplies up into the mountains. Once ashore and organized the 164th Infantry began moving south taking the coastal areas. The Japanese gave scattered resistance but were for the most part retreating up into the hills to the west of Dumaguete. The heavy fighting which lasted until June was all on the steep, rainforest covered terrain of the nearby 6,100 ft. tall dormant volcano Cuernos de Negros.

In April or May Gene Parenteau spent some time in a field hospital or hospital ship with a recurring bout of malaria. Heavy fighting occurred until the main Japanese positions were taken on May 28, 1945. The 164th Infantry along with Filipino guerrillas continued to hunt down and mop up the remaining small groups of Japanese that were still in the area high up in the mountains, including the Japanese headquarters that had been set up northwest of the highest mountain peak of Cuernos de Negros. It was during this mopping up on Negros Island that PFC Eugene J. Parenteau was killed in action on June 7, 1945.

PFC Gene Parenteau's platoon was advancing up a hill towards Japanese positions. Half of the platoon was going up a ridge on the right and Gene was with the other half on the left. Gene was one of the men in front walking scout, (walking point in today's terminology) when he was hit and killed by Japanese rifle fire. The men in his unit had tried to recover his body. Four men under covering fire rushed forward to where Gene lie dead. As they were about to drag him back to where the rest of the squad was positioned a hand grenade thrown by a Japanese soldier landed near them and exploded, seriously wounding PFC Smith. PFC Arthur Ashley then helped Sgt. Monks in evacuating PFC Smith back to safety, leaving Gene's body behind. Due to the heavy Japanese rifle, machine gun, and mortar fire and the fact that Gene was lying in an exposed spot they were unable to recover him without taking more casualties in the process.

Over the next couple of days heavy American mortar and artillery fire was directed against the Japanese positions and on June 10th another assault was unsuccessful in taking the fortified position. During this attempt Pvt. Rudy Jaros and PFC Lloyd Hall made it to the vicinity where Gene was killed but did not see his body anywhere before having to fall back. On June 12th the hill was finally overrun by elements of Company G which had come up to reinforce Company B. At that time an unsuccessful search was made to find Gene Parenteau's body. The fighting in the surrounding area continued until June 17, 1945 when the 164th Infantry was relieved and returned to Cebu Island. The 164th Infantry lost 35 men killed and 180 wounded on Negros Island.

In August 1945 a detail from the 164th Infantry was sent back to Negros Island to search the area where the fighting occurred but did not find any trace of Eugene Parenteau's body. In December 1947 a team went back into the mountains to the area where PFC Eugene Parenteau was lost to talk to locals about any bodies that may have been found but no leads into the whereabouts of Eugene Parenteau's body were discovered. In the years immediately following the war the Graves Registration Service of the Quartermaster Corps searched the records of all the local military cemeteries to see if any of the unknowns were recovered from the area where Eugene Parenteau was lost but none were. On May 13, 1949 the American Graves Registration Service of the Army's Quartermaster Corps recommended that the remains of PFC Eugene J. Parenteau be considered unrecoverable and that all records pertaining to the search and recovery of his remains be closed. It was thought that his body was obliterated by the artillery fire.

On Monday April 16, 2007 the Joint POW/MIA Accounting Command (JPAC) at Hickam AFB, HI., Worldwide Operations Division opened PFC Eugene Parenteau's case file, Internal Case No. 114, and began actively gathering information on where he was lost. PFC Eugene Parenteau is one of 9,991 service men missing in the Philippines. In mid-summer 2007 the U.S. Government went into negotiations with the Philippine government to arrange for the deployment of a research team from the Joint POW/MIA Accounting Command to the Philippines. Unfortunately, Muslim extremists in the southern Philippines prevent the deployment of any teams to the Philippines. In January 2015 several agencies with overlapping functions, including JPAC, were merged under a new command, the Defense POW/MIA Accounting Agency (DPAA).

On October 1, 2017 a volunteer organization, The Philippine-American POW/MIA Research Group, based in Manila on Luzon, sent a team to Negros Island for a week with the sole purpose of beginning research on the case of PFC Eugene J. Parenteau. The team consisted of team leader Robert Lucke and Dan Hardiman. They did research at the Anthropology Museum at Silliman University, comparing Eugene Parenteau's dental records against five sets of remains that are there. They also paid a visit to the Cata-al World War II Museum, a private collection of artifacts, some bought, some donated, most dug up locally and on display at the home of the owner. The visit to the Cata-al World War II Museum confirmed a rumor that one of PFC Eugene Parenteau's dog tags was on display there. The owner, Reuben Cata-al gave one of the dog tags years earlier to a researcher. The team also went up into the mountains to the area where Gene Parenteau was killed and did a short search of the battlefield there in thick jungle growth. A report of their findings was filed with DPAA. This was the first time in 70 years that anyone has physically looked into the case of Eugene Parenteau. The following year, Robert Lucke was taken to the area where Reuben Cata-al recovered Gene Parenteau's dog tags among the remains of several Japanese soldiers. This was a mile and a half away from where he was killed. A couple of days after Gene was killed his platoon sergeant stated that he saw Gene's body in an adjacent ravine. This supports a theory that the Japanese recovered his body the night he was killed to strip him of any food, weapons, tools, etc. and then tossed his body into the ravine. One of those Japanese soldiers probably kept his dog tags.

DELEGATION AGREEMENT
FOR A SOLE ASSESSMENT CENTER
Between the Liecester Police Department and the
Massachusetts Human Resources Division
Requisition #: 6910

The Liecester Police Department has chosen to utilize a delegated Assessment Center for the selection process for Police Sergeant. With the exception of additional points as required by statute or rule, this delegated selection process for Police Sergeant will be used as the sole basis for scoring and ranking candidates on an eligible list.

I. It is agreed that:

- 1) HRD authorizes Regina Caggiano, Director of Civil Service, (617) 878- 9747, and/or her designee to act as its representative in all matters relative to this delegation agreement. Primary responsibility for the administration of all delegated civil service functions, as described herein, for the Liecester Police Department will be assigned to Sandra Wilson, who will serve as Delegation Administrator. They, or their designee, will be responsible for all matters relative to this delegation agreement.
- 2) Periodic or random audits of all examination materials, examination records, and/or delegated personnel transactions may be conducted at any time by representatives from HRD. All examination materials, records, ledgers and correspondence relating to the delegated functions shall be made readily available and accessible to HRD upon request. HRD may also at its option attend the administration of the examination as an observer. HRD retains the rights to review, retain, approve, and/or disapprove any and all examination related materials and/or records, before or after the administration of the examination, at its discretion
- 3) A report on any audit findings regarding delegated personnel transactions will be made available to the Delegation Administrator. Any corrective action as a result of the audit findings, must be taken by the Liecester Police Department within thirty 30 days from receipt of the audit report. A written report of that corrective action shall be submitted to HRD.
- 4) The Human Resources Division will be responsible for notifying the Delegation Administrator on a timely basis of any changes in the law or regulations which may affect the delegated functions.
- 5) HRD reserves the right to take action, up to and including rescinding this agreement if the Liecester Police Department or Assessment Center Vendor violates this delegation agreement.
- 6) HRD will be available to the Delegation Administrator throughout the delegation process and HRD will provide technical assistance to the Delegation Administrator upon request.
- 7) Changes in approved procedures for the administration of the delegated functions as outlined in this agreement may not be made without the review and approval of both parties. No duties may be assumed by the Delegation Administrator which have not been authorized by this agreement or subsequent attachment.
- 8) The cost of all services, forms, and materials provided directly by HRD shall be assumed by HRD unless otherwise agreed to by both parties. All other costs involved in the delegation of the functions set forth herein will be the responsibility of the Liecester Police Department.
- 9) The Liecester Police Department may elect to charge a reasonable fee, as authorized by HRD (currently \$250 per application), to offset the administrative costs of the selection process. Any processing fees collected through the delegation of these functions are the property of the Liecester Police Department. The Liecester Police Department will pay HRD \$500 for its role in the administration of the Assessment Center. Payment must be remitted to HRD prior to the release of the scores.
- 10) In-Title Experience will be added to the Assessment Center score to determine the final score. HRD will score the In-Title Experience credit.

- 11) A department promotional examination has been requested, therefore candidates will need to meet the eligibility criteria of a department promotional examination.
- 12) Individual candidate scores from the Assessment Center shall only be available to the individual candidates and HRD.

II. The Leicester Police Department shall:

- 1) Except as otherwise stated in this agreement, pay all attendant costs associated with the development, administration, and scoring of the Police Sergeant assessment center.
- 2) Ensure proper posting of the examination announcement in all Department stations.
- 3) Be responsible for issuing notice to all candidates of any training materials that will be distributed to, or study sessions conducted for, applicants prior to the administration of the assessment center in order to familiarize them with assessment center procedures.
- 4) Coordinate with HRD, and ensure that the Assessment Center vendor coordinates with HRD, regarding any Requests for Review permitted pursuant to Section 22 of Chapter 31 of the MGL.
- 5) Ensure any "Fair Test Request for Review, Essay Request for Review, or Experience Request for Review", along with the Assessment Center Vendors' summary of facts related to the Request for Review and position, be forwarded to HRD. HRD will issue a determination as to all "Requests for Review".
- 6) In the event that the assessment center is challenged, the Leicester Police Department will ensure that the Assessment Center Vendor will provide evidence of said validation.
- 7) Maintain a record of the examination for three years from the date of the examination.

III. The Leicester Police Department has agreed to hire an Assessment Center Vendor to administer and score a validated assessment center that is based on the results of a job analysis. The Leicester Police Department must choose an Assessment Center Vendor who is willing to assume the following responsibilities in relation to this Delegation Agreement. Notwithstanding Paragraph VI, if the Assessment Center Vendor neglects to follow the requirements listed below, this Delegation Agreement may be revoked by HRD. Assessment Center Vendor responsibilities are as follows:

- 1) Administer and score a validated assessment center that is based on the results of a job analysis.
- 2) Follow any requirements of the Personnel Administration Rules, State and Federal Law.
- 3) Provide HRD with Assessment Center subjects, statement of each Assessment Center exercise and length of each exercise.
- 4) Fully cooperate with HRD regarding all instances of Requests for Review, (i.e., Fair Test Requests for Review, Essay Requests for Review, and Experience Requests for Review) (GL Chapter 31 § 22).
- 5) Will appear and defend the Assessment Center content if an appeal is filed with the Civil Service Commission or any Court.

IV. HRD delegates responsibility in the following areas to the Delegation Administrator Sandra Wilson and the Assessment Center Vendor:

- 1) Determination of the knowledges, skills, abilities, and personal characteristics (KSAP's) that will be evaluated during the assessment center exercises as supported by job analysis data.
- 2) The review and approval of the rating schedules to be used.
- 3) The determination of a passing point for the assessment center.
- 4) Develop the job simulated, content valid, exercises that will be used during the assessment center for which

validation evidence has been gathered in accordance with professionally accepted guidelines.

- 5) Develop a security plan that will be utilized to ensure the integrity of the assessment center.
- 6) Select the assessors for the assessment center exercises, and train them in the administration of exercises, and the use of the relevant rating schedules
- 7) Provide any validation materials which support the assessment center activities.

V. The Delegation Administrator shall be responsible for:

- 1) Notifying all eligible candidates of: security of the administration and scoring of the Assessment Center which results in the establishment of an eligible list for Police Sergeant.
- 2) Maintenance of the eligible list for Police Sergeant for a maximum of two years in accordance with applicable statutory language and HRD policy.
- 3) Certification of the eligible list in accordance with civil service laws, rules, regulations and procedures.
- 4) Notifying HRD of promoted employee(s) employment from the eligible list created.
- 5) Ensuring that the examination referenced herein is administered within 18 months of the issuance of this Delegation Agreement. An extension of a maximum of six additional months may be approved by HRD upon review of a written request from the Delegation Administrator detailing extenuating circumstances necessitating such extension. Such request must be submitted at least 30 days prior to its expiration. A failure to administer this examination within the timeframe approved by HRD, will result in the cancellation of this examination and Delegation Agreement. The Delegation Administrator will be responsible for refunding any examination processing fee(s) paid by applicants.
- 6) Ensuring continued public access to all records determined to be public information.

VI. If at any time after the execution of this agreement either the Leicester Police Department or HRD determines that delegation authority should be discontinued, reversion of the authority for all delegated functions to the Leicester Police Department may be effected through 30 days' written notice, by e-mail, by either the Leicester Police Department or the Personnel Administrator (Chief Human Resources Officer).

VII. The specific functions to be delegated are described and detailed in this Agreement. As further functions are delegated, detailed descriptions shall be reviewed by both parties and appended to this Agreement.

DATE OF ISSUANCE: 4/3/2020

For the Leicester Police Department:

Sandra Wilson
Chair of Select Board

Date

For the Human Resources Division:

Jeff McCue
Chief Human Resources Officer

Date

SELECT BOARD MEETING MINUTES
MARCH 23, 2020 at 6:30pm
TOWN HALL, VIRTUAL MEETING

CALL TO ORDER/OPENING

Chairwoman Wilson called the meeting to order at 6:31pm. Chair Sandra Wilson, Vice-Chair Harry Brooks, 2nd Vice-Chair Rick Antanavica, Selectwoman Dianna Provencher, Selectman John Shocik, Student Liaison Katheryn Stapel, Town Administrator David Genereux and Assistant to the Town Administrator Kristen Forsberg were in attendance.

1. PUBLIC COMMENT PERIOD

No members of the public provided comment.

2. REPORTS & ANNOUNCEMENTS

a. Student Liaison Reports

Schools are closed until April 7th.

b. Select Board Reports

The Select Board members discussed a variety of topics including naming the Church Street bridge after Amy Private 1st Class Eugene Parenteau, the stay-at-home advisory, testing for first responders, how to help home-bound individuals, meals on wheels and the senior center bus are still running, the food pantry in town, the postponement of the Save the Swan event, what constitutes essential businesses and employees and the availability of supplies and hoarding issues.

c. Town Administrator Report

The Town Administrator presented highlights from his written report, noting that the Library and Senior Center are completely closed, and the Town Hall is closed to non-essential workers. Essential employees are working limited hours in Town Hall and remotely wherever possible including the Town Admin office, Town Accountant and Treasurer/Collector.

3. RESIGNATIONS & APPOINTMENTS

a. Resignation – Joanne Rose – Council on Aging

A motion was made by Mr. Shocik and seconded Ms. Provencher to accept the resignation of Joanne Rose from the Council on Aging effective April 3rd. Roll call: 5:0:0

b. Resignation – Alison Nadell – Commission on Disabilities

A motion was made by Ms. Provencher and seconded by Mr. Shocik to accept the resignation of Alison Nadell from the Commission on Disabilities effective March 9th. Roll call: 5:0:0

c. Resignation – Wanda Merced – Department Assistant, Treasurer/Collector's Office

A motion was made by Ms. Provencher and seconded by Mr. Brooks to accept the resignation of Wanda Merced, Department Assistant, Treasurer/Collector's office. Roll call: 5:0:0

d. Appointment – Amy Moulton – Department Assistant, Treasurer/Collector's Office

A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Amy Moulton to the position of Department Assistant for the Treasurer/Collector's office. Roll call: 5:0:0

e. **Appointment – Highway Truck Driver/Laborer**

This item was passed over

4. OTHER BUSINESS

a. **COVID-19 Emergency Procedures**

Mr. Genereux noted all Town building are closed to the public and operating with limited staff on site. The Town has sufficient PPE at this time and is being careful to follow HIPPA guidelines for potentially infected individuals.

A motion was made by Mr. Antanavica and seconded by Mr. Brooks to authorize the Town Administrator to sign the warrants during the COVID-19 emergency. Roll call: 5:0:0.

b. **Senior Center Donation**

A motion was made by Ms. Provencher and seconded by Mr. Shocik to accept a \$100 donation to the Senior Center from the Leicester Special Olympics School Day Games organization. Roll call: 4:0:1 (Mr. Brooks abstained)

c. **Swan Tavern Donation - \$1,000**

A motion was made by Ms. Provencher and seconded by Mr. Shocik to accept a \$1,000 donation to the Swan Tavern Donation Account from the Leicester Historical Society. Roll call: 5:0:0

d. **Annual Town Meeting & School Special Town Meeting Warrant Discussion and/or Vote**

A motion was made by Mr. Brooks and seconded by Ms. Wilson to move the Special Town Meeting for the new school vote to September 26th at 10am at the High School. Roll call: 4:1:0 (Mr. Shocik opposed).

A motion was made by Mr. Brooks and seconded by Mr. Shocik to move the ballot vote on the new school to November 3rd. Roll call: 5:0:0.

The Board took the following votes on the May 5, 2020 Annual Town Meeting warrant:

- Article 1 – A motion was made by Ms. Provencher and seconded by Mr. Shocik to place Article 1 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Ms. Provencher and seconded by Mr. Shocik to recommend approval of Article 1. Roll call: 5:0:0
- Article 2 – A motion was made by Ms. Provencher and seconded by Mr. Brooks to place Article 2 on the Annual Town Meeting warrant. Roll call: 5:0:0. *No recommendations were made on this article.*
- Article 3 – A motion was made by Ms. Provencher and seconded by Mr. Brooks to place Article 3 on the Annual Town meeting warrant. Roll call 5:0:0. A motion was made by Mr. Brooks and seconded by Ms. Provencher to recommend approval of Article 3. Roll call: 5:0:0.
- Article 4 – A motion was made by Mr. Brooks and seconded by Mr. Shocik to place Article 4 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Mr. Shocik and seconded by Ms. Provencher to recommend approval of Article 4. Roll call: 5:0:0.
- Article 5 – A motion was made by Ms. Provencher and seconded by Mr. Brooks to place Article 5 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Ms. Provencher and seconded by Mr. Shocik to recommend approval of Article 5. Roll call: 5:0:0.
- Article 6 – A motion was made by Ms. Provencher and seconded by Mr. Shocik to place Article 6 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Mr. Shocik and seconded by Ms. Provencher to recommend approval of Article 6. Roll call: 5:0:0.
- Article 7 – A motion was made by Mr. Brooks and seconded by Ms. Provencher to place Article 7 on the Annual Town Meeting warrant. Roll call: 5:0:0. *No recommendations were made on this article.*

- Article 8 – A motion was made by Ms. Provencher and seconded by Mr. Brooks to place Article 8 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Mr. Brooks and seconded by Ms. Provencher to recommend approval of Article 8. Roll call: 5:0:0.
- Article 9 – A motion was made by Ms. Provencher and seconded by Mr. Brooks to place Article 9 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Mr. Brooks and seconded by Mr. Shocik to recommend approval of Article 9. Roll call: 5:0:0.
- Article 10 – A motion was made by Mr. Brooks and seconded by Ms. Provencher to place Article 10 on the Annual Town Meeting warrant. Roll call: 3:2:0 (Ms. Provencher and Mr. Antanavica were opposed). *No recommendations were made on this article.*
- Article 11 – A motion was made by Mr. Brooks and seconded by Mr. Shocik to place Article 11 on the Annual Town Meeting warrant. Roll call: 3:2:0 (Ms. Provencher and Mr. Antanavica were opposed). *No recommendations were made on this article.*
- Article 12 – A motion was made by Ms. Provencher and seconded by Mr. Shocik to place Article 12 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Ms. Provencher and seconded by Mr. Brooks to recommend approval of Article 12. Roll call: 5:0:0.
- Article 13 – A motion was made by Ms. Provencher and seconded by Mr. Brooks to place Article 13 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Ms. Provencher and seconded by Mr. Brooks to recommend approval of Article 13. Roll call: 5:0:0.
- Article 14 – A motion was made by Mr. Brooks and seconded by Ms. Provencher to place Article 14 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Mr. Brooks and seconded by Mr. Shocik to recommend approval of Article 14. Roll call: 5:0:0.
- Article 15 – A motion was made by Mr. Brooks and seconded by Ms. Wilson to place Article 15 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Mr. Brooks and seconded by Mr. Shocik to recommend approval of Article 15. Roll call: 4:0:1 (Ms. Provencher abstained).
- Article 16 – A motion was made by Mr. Brooks and seconded by Ms. Provencher to place Article 16 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Mr. Brooks and seconded by Ms. Provencher to recommend approval of Article 16. Roll call: 5:0:0.
- Article 17 – A motion was made by Ms. Provencher and seconded by Mr. Brooks to place Article 17 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Mr. Brooks and seconded by Ms. Provencher to recommend approval of Article 17. Roll call: 5:0:0.
- Article 18 – A motion was made by Ms. Provencher and seconded by Mr. Brooks to place Article 18 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Mr. Shocik and seconded by Ms. Provencher to recommend approval of Article 18. Roll call: 5:0:0.
- Article 19 – A motion was made by Ms. Provencher and seconded by Mr. Shocik to place Article 19 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Ms. Provencher and seconded by Mr. Shocik to recommend approval of Article 19. Roll call: 5:0:0.
- Article 20 – A motion was made by Ms. Provencher and seconded by Mr. Shocik to place Article 20 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Ms. Provencher and seconded by Mr. Shocik to recommend approval of Article 20. Roll call: 5:0:0.
- Article 21 – A motion was made by Ms. Provencher and seconded by Mr. Shocik to place Article 21 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Ms. Provencher and seconded by Mr. Brooks to recommend approval of Article 21. Roll call: 5:0:0.
- Article 22 – A motion was made by Mr. Brooks and seconded by Ms. Provencher to place Article 22 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Ms. Provencher and seconded by Mr. Brooks to recommend approval of Article 22. Roll call: 5:0:0.

- Article 23 – A motion was made by Ms. Provencher and seconded by Mr. Brooks to place Article 23 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Mr. Brooks and seconded by Ms. Provencher to recommend approval of Article 22. Roll call: 5:0:0.
- Article 24 – A motion was made by Ms. Provencher and seconded by Mr. Brooks to place Article 24 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Ms. Provencher and seconded by Mr. Brooks to recommend approval of Article 24. Roll call: 5:0:0.
- Article 25 – A motion was made by Mr. Brooks and seconded by Ms. Provencher to place Article 25 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Ms. Provencher and seconded by Mr. Shocik to recommend approval of Article 25. Roll call: 5:0:0.
- Article 26 – A motion was made by Ms. Provencher and seconded by Mr. Shocik to place Article 26 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Ms. Provencher and seconded by Mr. Shocik to recommend approval of Article 26. Roll call: 5:0:0.
- Article 27 – A motion was made by Mr. Brooks and seconded by Ms. Provencher to place Article 27 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Ms. Provencher and seconded by Mr. Shocik to recommend approval of Article 27. Roll call: 5:0:0.
- Article 28 – A motion was made by Ms. Provencher and seconded by Mr. Shocik to place Article 28 on the Annual Town Meeting warrant. Roll call: 5:0:0. *No recommendations were made on this article.*
- Article 29 – A motion was made by Mr. Shocik and seconded by Mr. Brooks to place Article 29 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Mr. Shocik and seconded by Mr. Brooks to recommend approval of Article 29. Roll call: 5:0:0.
- Article 30 – A motion was made by Ms. Provencher and seconded by Mr. Brooks to place Article 30 on the Annual Town Meeting warrant. Roll call: 5:0:0. A motion was made by Ms. Provencher and seconded by Mr. Shocik to recommend approval of Article 30. Roll call: 5:0:0.
- Article 31 – A motion was made by Ms. Provencher and seconded by Mr. Shocik to place Article 31 on the Annual Town Meeting warrant. Roll call: 5:0:0. *No recommendations were made on this article.*

5. MINUTES

a. March 9, 2020 (regular and executive)

A motion was made by Ms. Provencher and seconded by Mr. Brooks to approve the regular minutes of March 9, 2020. Roll call: 5:0:0. There was no vote on the executive session minutes at this time.

b. March 14, 2020

A motion was made by Ms. Provencher and seconded by Mr. Brooks to approve the minutes of March 14, 2020. Roll call: 5:0:0.

c. March 17, 2020 Emergency Meeting

A motion was made by Mr. Shocik and seconded by Mr. Brooks to approve the minutes of March 17, 2020. Roll call: 4:0:1 (Ms. Provencher abstained).

A motion to adjourn was made by Ms. Provencher and seconded by Mr. Shocik at 9:08pm. Roll call: 5:0:0.

Executive Session Motion

Board Member 1

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

Exception #3 – Discuss strategy with respect to litigation (Michael Shivick Correspondence)

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

Board Member 2

Second

Chairperson

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

VOTE BY ROLL CALL