



# PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

**ORGANIZATION:** Select Board

**MEETING:** X

**PUBLIC HEARING:**

**DATE:** July 20, 2020

**TIME:** 6:00pm

**LOCATION:** Virtual Meeting – See Instructions Below

**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***

Join by computer, tablet or smartphone:

<https://global.gotomeeting.com/join/375693509>

Dial in by phone:

(408) 650-3123; Access Code: 375-693-509

## CALL TO ORDER/OPENING

### 1. SCHEDULED ITEMS

### 2. PUBLIC COMMENT PERIOD

### 3. RESIGNATIONS & APPOINTMENTS

- a. Resignation – Building Inspector – David McRae
- b. Appointment – Conservation Commission – Steve Paretti
- c. Appointment – Highway Seasonal Laborer – Nick Miller
- d. Appointment – Highway Seasonal Laborer – Conor Higgins
- e. FY21 Appointments to Boards and Committees

### 4. OTHER BUSINESS

- a. Contract – BSC – Community Compact Culvert Assessment
- b. Discuss Contractor Use of Compost Area at the Recycling Center
- c. Request to Purchase Radios for the Fire & EMS Headquarters
- d. FY21 Town Administrator Goals

### 5. REPORTS & ANNOUNCEMENTS

- a. Town Administrator Report
- b. Select Board Reports

### 6. MINUTES

- a. June 29, 2020
- b. July 7, 2020

### 7. EXECUTIVE SESSION, MGL CHAPTER 30A, SECTION 21A

**ADJOURN**

# Town of Leicester

## Application for Employment

**Instructions:** Print clearly in black or blue ink. Complete all sections. Sign and date the form.

### APPLICANT INFORMATION

Name: Nicholas Miller

City, State, Zip Code Leicester, MA 01524

Mailing Address (if different): —

Email Address: —

How were you referred to the Town of Leicester? Previously employed  
by town

### EMPLOYMENT POSITIONS

Position(s) for which you are applying: Summer Worker

Are you applying for: ☒ Regular full-time work ☐ Regular part-time work  
☒ Temporary work ☐ Shift work

If hired, on what date would you be available for work? 7/6/2020

Are you on a lay-off and subject to recall? ☐ Yes ☒ No

Can you travel, if the job requires it? ☒ Yes ☐ No

### PERSONAL INFORMATION

Have you ever applied to/worked for the Town of Leicester? ☒ Yes ☐ No  
If yes, please explain (include date[s]): Leicester Highway (7/19),  
Leicester High School (9/19)

Are you over the age of 18? (If under 18, hire is subject to verification of minimum legal age.)  
☒ Yes ☐ No

If hired, would you be able to present evidence that you can legally work in the United States?  
☒ Yes ☐ No

Are you able to perform the essential functions of the job for which you are applying, either with/without reasonable accommodation? (See job description.) ☒ Yes ☐ No

Provide any additional job-related information you would like to have considered.

## EDUCATION

Name and Address of School(s) – Did you Graduate? – Diploma/Degree

Westfield State – Bachelor's Degree, 577 Western Ave, Westfield, MA  
Leicester High – Diploma

Skills and Qualifications: Licenses, Training, Apprenticeships, Awards

Secondary Education License  
Driver's License

Job related training in the United States Military

## EMPLOYMENT HISTORY

### Present or Last Position

Employer: TOWN OF Leicester, Leicester High  
Address: 3 Washburn Sq., Leicester MA  
Supervisor: Tracy ~~Hebert~~ Kenny  
Phone: \_\_\_\_\_ Email: Kennyt@lpsma.net  
Position Title: Para Professional Dates Employed: 9/19—  
Responsibilities: classroom management, student  
specific assignment.  
Salary: \$15.65/hr Reason for Leaving: School closed for summer

\*\*\*\*\*

### Previous Position(s):

Employer: Leicester Highway Department  
Address: \_\_\_\_\_  
Supervisor: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Position Title: \_\_\_\_\_ Dates Employed: \_\_\_\_\_  
Responsibilities: \_\_\_\_\_  
Salary: \_\_\_\_\_ Reason for Leaving: Fulltime School position  
Acquired

\*\*\*\*\*

Employer: Hillcrest Country Club  
Address: \_\_\_\_\_  
Supervisor: Bruce Smith, Gerry Polaskous  
Phone: 508-222-3402 Email: \_\_\_\_\_  
Position Title: Cashier, Kitchen Ground Dates Employed: \_\_\_\_\_  
Responsibilities: cashier for golf, dishwasher,  
grounds keeping  
Salary: \$12.76/hr Reason for Leaving: Still employed

\*\*\*\*\*

***Include resume for additional work history.***

May we contact your present employer? Yes ☐ No ☐

## REFERENCES

Please provide the names, addresses, telephone numbers, email addresses (if available) of three references who are neither related to you nor previous employers.

1. Mary Brazean, \_\_\_\_\_  
\_\_\_\_\_
2. Sophia Sarigianides, ssarigianides@westfield.  
mq.edu \_\_\_\_\_  
\_\_\_\_\_

The Town of Leicester does not discriminate in hiring or employment on the basis of race, color, religious creed, national origin, sex, ancestry, sexual orientation, or on the basis of age or disability, as defined by law. No question on this application is intended to secure information to be used for such discrimination. This application will be given every consideration, but its receipt does not imply that the applicant will be employed.

It is unlawful in Massachusetts to require or administer a lie detector test as a condition of employment or continued employment. An employer who violates this law shall be subject to criminal penalties and civil liabilities.

**Applicant's Statement** *(Please read carefully before signing.)*

I certify that answers given herein are true and complete to the best of my knowledge and I understand that any false or misleading answers or any omission or concealment of facts will disqualify me from consideration for employment or may result in my immediate discharge.

I hereby understand and acknowledge that unless otherwise defined by applicable law or collective bargaining agreement, any employee relationship with the Town of Leicester is of an "at will" nature and that no employment contract rights have been created. I understand and agree that this means the employee may resign at any time, for any reason, with or without advance notice and the employer may discharge the employee at any time, with or without cause and with or without advance notice. It is further understood that this "at will" employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by an authorized executive of the Town of Leicester.

My purpose in filling out this application is to obtain the job for which I am applying, and I am available and willing to accept the position if it is offered to me.

I understand also, that I am required to abide by all rules and regulations of the employer, which may be changed without notice at the discretion of the Town.

MC Miller

Signature of Applicant

6/30/2020

Date

For Personnel Department Use Only

Arrange Interview: ☐ Yes ☐ No

Remarks: \_\_\_\_\_

\_\_\_\_\_

Employed: ☐ Yes ☐ No Date of Employment: \_\_\_\_\_

Job Title: \_\_\_\_\_ Department: \_\_\_\_\_

Hourly Rate/Salary: \_\_\_\_\_

# Town of Leicester

## Application for Employment

**Instructions:** Print clearly in black or blue ink. Complete all sections. Sign and date the form.

### APPLICANT INFORMATION

Name: Conor Higgins

Street Address: \_\_\_\_\_

City, State, Zip Code 01540 Oxford MA

Mailing Address (if different): \_\_\_\_\_

Home Phone: \_\_\_\_\_ Other: \_\_\_\_\_

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

How were you referred to the Town of Leicester? Friend

### EMPLOYMENT POSITIONS

Position(s) for which you are applying: Seasonal Help

Are you applying for: ☐ Regular full-time work ☐ Regular part-time work  
☒ Temporary work ☐ Shift work

If hired, on what date would you be available for work? 7/8/20

Are you on a lay-off and subject to recall? ☒ Yes ☐ No

Can you travel, if the job requires it? ☒ Yes ☐ No

### PERSONAL INFORMATION

Have you ever applied to/worked for the Town of Leicester? ☐ Yes ☒ No  
If yes, please explain (include date[s]): \_\_\_\_\_

Are you over the age of 18? (If under 18, hire is subject to verification of minimum legal age.)  
☒ Yes ☐ No

If hired, would you be able to present evidence that you can legally work in the United States?  
☒ Yes ☐ No

Are you able to perform the essential functions of the job for which you are applying, either with/without reasonable accommodation? (See job description.) ☒ Yes ☐ No

Provide any additional job-related information you would like to have considered.

## EDUCATION

Name and Address of School(s) – Did you Graduate? – Diploma/Degree

Oxford High School - Graduated - Highschool Diploma

Skills and Qualifications: Licenses, Training, Apprenticeships, Awards

Job related training in the United States Military

## EMPLOYMENT HISTORY

### *Present or Last Position*

Employer: Town of Oxford

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

Supervisor: \_\_\_\_\_

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

Position Title: Councilor Aide Dates Employed: 4/17/18 - 4/27/20

Responsibilities: \_\_\_\_\_

Reason for Leaving: Layoff

\*\*\*\*\*

### *Previous Position(s):*

Employer: \_\_\_\_\_

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

Supervisor: \_\_\_\_\_

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

Position Title: \_\_\_\_\_ Dates Employed: \_\_\_\_\_

Responsibilities: \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

\*\*\*\*\*

Employer: \_\_\_\_\_

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

Supervisor: \_\_\_\_\_

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

Position Title: \_\_\_\_\_ Dates Employed: \_\_\_\_\_

Responsibilities: \_\_\_\_\_

\_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

\*\*\*\*\*

***Include resume for additional work history.***

May we contact your present employer?

☐ Yes

☐ No

## REFERENCES

Please provide the names, addresses, telephone numbers, email addresses (if available) of three references who are neither related to you nor previous employers.

1. Lindsay Castonguay (508) 873-4749

2. Jeff Clarkson (508) 612-9533

3. \_\_\_\_\_

The Town of Leicester does not discriminate in hiring or employment on the basis of race, color, religious creed, national origin, sex, ancestry, sexual orientation, or on the basis of age or disability, as defined by law. No question on this application is intended to secure information to be used for such discrimination. This application will be given every consideration, but its receipt does not imply that the applicant will be employed.

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**Applicant's Statement** *(Please read carefully before signing.)*

I certify that answers given herein are true and complete to the best of my knowledge and I understand that any false or misleading answers or any omission or concealment of facts will disqualify me from consideration for employment or may result in my immediate discharge.

I hereby understand and acknowledge that unless otherwise defined by applicable law or collective bargaining agreement, any employee relationship with the Town of Leicester is of an "at will" nature and that no employment contract rights have been created. I understand and agree that this means the employee may resign at any time, for any reason, with or without advance notice and the employer may discharge the employee at any time, with or without cause and with or without advance notice. It is further understood that this "at will" employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by an authorized executive of the Town of Leicester.

My purpose in filling out this application is to obtain the job for which I am applying, and I am available and willing to accept the position if it is offered to me.

I understand also, that I am required to abide by all rules and regulations of the employer, which may be changed without notice at the discretion of the Town.

Canon Higgins

Signature of Applicant

7/7/20

Date

For Personnel Department Use Only

Arrange Interview: ☐ Yes ☐ No

Remarks: \_\_\_\_\_

Employed: ☐ Yes ☐ No Date of Employment: \_\_\_\_\_

Job Title: \_\_\_\_\_ Department: \_\_\_\_\_

Hourly Rate/Salary: \_\_\_\_\_

**FY21 APPOINTMENT & REAPPOINTMENTS – SB Mtg 7/20/20**

<b><u>RE-APPOINTMENTS</u></b>	<b><u>NEW APPOINTMENT</u></b>
<p data-bbox="203 268 410 294"><b><u>ANIMAL CONTROL</u></b></p> <p data-bbox="203 300 310 325">Pat Dykas</p> <p data-bbox="203 367 459 392"><b><u>KEEP LEICESTER GREEN</u></b></p> <p data-bbox="203 399 407 424">Glenda Williamson</p> <p data-bbox="203 466 394 491"><b><u>RECYCLING (1 Yr)</u></b></p> <p data-bbox="203 497 401 522">Marybeth Nadeau</p> <p data-bbox="203 529 358 554">Brian Whitney</p>	<p data-bbox="826 268 1148 294"><b><u>CONSERVATION COMMITTEE</u></b></p> <p data-bbox="826 300 1008 325">Stephen Parretti</p>

**AGREEMENT  
BETWEEN  
THE TOWN OF LEICESTER, MASSACHUSETTS  
AND  
BSC GROUP, INC.  
FOR  
PROFESSIONAL SERVICES  
BRIDGE/CULVERT ASSESSMENT AND RANKING**

THIS AGREEMENT made this 6th day of July 2020 between BSC Group, Inc., a Massachusetts corporation with a usual place of business at 803 Summer Street, hereinafter called the “ENGINEER,” and the Town of Leicester, MA, acting by its Board of Selectmen, hereinafter called the TOWN.

The ENGINEER and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The ENGINEER shall perform the work set forth in the Scope of Services for Town of Leicester Bridge/Culvert Assessment and Ranking attached as EXHIBIT A.

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement, subject to any additions and deductions provided for herein, at the hourly rates set forth in EXHIBIT B. The amount to be paid to the ENGINEER shall not exceed Twenty-Seven Thousand dollars (\$27,000.00) without the prior written consent of the TOWN.

3. Commencement and Completion of Work

- A. This Agreement shall commence on the date of authorization located below the Town of Leicester’s Board of Selectmen’s signature and shall expire on April 30, 2021, unless terminated sooner in accordance with this Agreement.
- B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The ENGINEER shall supervise and direct the Work, using his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

- (1) The ENGINEER shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced in paragraph A. above, the ENGINEER shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The ENGINEER shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The ENGINEER shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the Town. Such written consent shall not in any way relieve the ENGINEER from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The ENGINEER shall not be relieved from his obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

B. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements

or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

- C. Compliance with Laws: In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed;

The TOWN shall furnish to the ENGINEER available data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the ENGINEER and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the ENGINEER must satisfy himself as to the correctness of such information. If, in the opinion of the ENGINEER, such information is inadequate, the ENGINEER may request the Town's approval to verify such information through the use of consultants or additional exploration. In no case shall the ENGINEER commence such work without the Town's prior written consent. Such work shall be compensated as agreed upon by TOWN and ENGINEER.

6. Payments to the ENGINEER

- A. Cost incurred on this project shall be billed monthly on an hourly basis as outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the Town.
- B. If there is a material change in the scope of work, the TOWN and the ENGINEER shall mutually agree to an adjustment in the Contract Price.
- C. If the TOWN authorizes the ENGINEER to perform additional services, the ENGINEER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ENGINEER shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the ENGINEER shall be reimbursed by the Town: (a) at 1.1 times the actual cost to the ENGINEER or consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the Town; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the Town.

8. Final Payment, Effect

The acceptance of final payment by the ENGINEER shall constitute a waiver of all claims by the ENGINEER arising under the Agreement, as respects to matters of payment.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

A. The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent caused by the negligent or wrongful acts, errors or omissions of the ENGINEER or his employees, agents, subcontractors or representatives in the performance of this agreement.

11. Insurance

A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.

B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the Town. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the ENGINEER shall notify the TOWN should coverage become unavailable.

C. The ENGINEER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.

D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the Town.

E. The ENGINEER shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.

- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ENGINEER. In the event that the Agreement is terminated pursuant to this subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Town.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

TOWN OF LEICESTER  
BOARD OF SELECTMEN:

By:

A handwritten signature in dark ink, appearing to read "James E. Fasser", is written over a horizontal line.

Name: James E. Fasser  
Vice President

Date:

7/6/2020

Date:

**EXHIBIT “A”**  
**TOWN OF LEICESTER**  
**BRIDGE/CULVERT**  
**ASSESSMENT AND RANKING**  
**July 6, 2020**

**Scope of Services**

BSC Group has prepared a comprehensive scope of work based on our experience assisting municipalities with similar assessments and rankings, communicating with town staff and our understanding of Leicester’s extensive inventory of bridges and culverts. This scope considers the current conditions, the goals of the project and grant programs, establishes basic project assumptions, and forms the basis for our fee estimate.

**Scope of Work:**

Based on BSC Group’s review of current available MassDOT information there are 6 National Bridge Inspection Standard (NBIS) bridges in town (greater than 20-feet in span), 7 bridges Non-NBIS (less than 20-feet but greater than 10-feet in span), and 24 culverts (under 10-feet in span) and 1 pedestrian bridge. There is a total of 38 documented structures in town, 34 are owned by Leicester and 4 are owned by MassDOT.

All bridges have been inspected. Only one culvert (L-06-006), River Street over Clarks Pond Outlet, has been inspected. There are no listed inspection reports associated with the other 23 culverts contained in MassDOT’s database. Due to the number of uninspected culverts and limited available information for each crossing, BSC would request the town to send any available information about each culvert to prioritize field time. BSC Group will not include any bridges that are currently under design by MassDOT or other engineering consultants. BSC Group will review and access 28 town owned small bridges and culverts. The bridges owned by MassDOT will not be included, and bridges greater than 20 feet will not be included. Typically, MassDOT will fund the design and construction of spans greater than 20 feet when replacement is required.

Five of the most critical bridges and culverts will be ranked and preliminary construction cost estimates developed. A ranking system based on the bridges/culverts structural condition, public safety and ecological significance of the site will be used. The ranking system will also be based on local knowledge provided by Leicester officials, condition of each structure, school bus routes, the importance each bridge has on providing emergency services and how a potential closure of each bridge would affect local businesses and residents. The goal of the project is to provide Leicester with a greater understanding of their small bridges and culverts. The bridge and culvert assessments will assist the town in prioritizing, planning, budgeting and provide information for grant opportunities

BSC Group will obtain available MassDOT Inspection Reports. The inspection reports will be reviewed for pertinent information and to assess the overall condition of the bridges/culverts. BSC will also accompany Leicester’s DPW personnel to the locations of the culverts the 23 culverts that are listed in the MassDOT database but have not been inspected. BSC has reserved 16 hours of field visits and 24 hours to prepare documentation related to the respective to the culverts. Due to the uncertainty related to the complexity and condition of the undocumented

structures, additional time and effort may be required. Upon visiting the undocumented structures BSC will estimate the number of hours required to document them. If the estimated 24 hours of preparation effort is insufficient, BSC will notify the Town of Leicester and additional hours and fee will be agreed to before proceeding. It should be noted that BSC is proposing to do a site assessment of the 23 uninspected culverts in order to obtain the culverts' general condition and perform a ranking assessment. BSC is not proposing to perform a comprehensive structural inspection and documentation of all structural defects in accordance with National Bridge Inspection Standard.

BSC Group will review the data and perform a preliminary ranking of the structures. This preliminary ranking will provide a starting point for discussions with Leicester to incorporate the Town's needs and objectives.

Based on the input from Leicester, BSC Group will re-rank the bridges and culverts and provide a report of the findings. The report will also contain a map of the location of the bridges and culverts. Within the report BSC Group will provide enhanced detail on the top five (5) ranked bridges/culverts. The report will also discuss options for repairs/replacement of the bridges/culverts and provide preliminary construction cost estimates for each structure.

### **Project Assumptions:**

Following is a list of assumptions made to prepare this scope of work:

1. BSC Group assumes a total of two (2) field days will be required.
2. BSC Group assumes that no drawings or calculations will be required.
3. BSC Group assumes no assessment and ranking of MassDOT owned bridges and culverts.
4. BSC Group will attend one (1) meeting with Leicester officials to discuss findings and ranking.
5. BSC Group will make two (2) submissions to Leicester, (Preliminary and Final).
6. BSC Group will incorporate Leicester's review comments if necessary.
7. BSC Group assumes that no survey, drawings or permitting will be required at this stage of the project.

### **MEETINGS, SITE VISITS AND COORDINATION**

BSC Group shall perform a total of two (2) field visits and attend one (1) meeting with town officials to discuss findings and the preliminary rankings. This meeting will occur after BSC Group conducts field visits.

BSC Group will request existing bridge/culvert drawings from MassDOT and the Town of Leicester for all documented bridges and culverts to assist in preparing the preliminary and final report.

**Project Deliverables:**

- Preliminary bridge and culvert ranking
- Associated construction estimates for the five (5) bridges/culverts.
- Final bridge and culvert assessment report and priority ranking

## **EXHIBIT B**

### **Scoping Workbook – Fee Estimate**

## SCOPING WORKBOOK Form 1.4 Summary Table

**1**

## **EXHIBIT C**

### **BSC Group's Prequalification**



Charles D. Baker, Governor  
Karyn E. Polito, Lieutenant Governor  
Stephanie Pollack, Secretary & CEO  
Jonathan L. Gulliver, Highway Administrator



## Architects and Engineers Review Board - Prequalification

**Effective: May 3, 2019**

**Expires: May 2, 2021**

BSC Group  
803 Summer Street  
Boston

MA 02127

### Your firm is Prequalified in the following Disciplines:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Major Environmental Documentation                    | <input checked="" type="checkbox"/> Transportation Planning                             |
| <input checked="" type="checkbox"/> Basic Roadway Design                                 | <input type="checkbox"/> Intelligent Transportation Systems                             |
| <input checked="" type="checkbox"/> Intermediate Roadway Design                          | <input type="checkbox"/> Transit and Rail Systems Design                                |
| <input type="checkbox"/> Complex Roadway Design  | <input type="checkbox"/> Subsurface Utility Engineering                                 |
| <input checked="" type="checkbox"/> Basic Bridge Design/Rating                           | <input type="checkbox"/> Value Engineering  |
| <input checked="" type="checkbox"/> Intermediate Bridge Design/Rating                    | <input type="checkbox"/> Cultural Resources   |
| <input type="checkbox"/> Complex Bridge Design/Rating                                    | <input checked="" type="checkbox"/> Hazardous Waste - Site Investigation and Assessment |
| <input checked="" type="checkbox"/> NBIS Bridge Inspection                               | <input checked="" type="checkbox"/> Hazardous Waste - Remediation                       |
| <input type="checkbox"/> Moveable Bridge Design/Rating                                   | <input checked="" type="checkbox"/> Wetlands - Delineation and Assessment               |
| <input type="checkbox"/> Moveable Bridge Inspection                                      | <input checked="" type="checkbox"/> Wetlands - Mitigation                               |
| <input checked="" type="checkbox"/> Traffic Operations Studies and Design                | <input checked="" type="checkbox"/> Water Quality - Assessment                          |
| <input type="checkbox"/> Geotechnical Engineering Including Soils and Foundation Studies | <input checked="" type="checkbox"/> Water Quality - Mitigation                          |
| <input checked="" type="checkbox"/> Construction Oversight                               | <input type="checkbox"/> Air Quality  |
| <input checked="" type="checkbox"/> Construction Contract Assistance                     | <input type="checkbox"/> Noise Studies  |
| <input checked="" type="checkbox"/> Hydraulics and Hydrology                             | <input checked="" type="checkbox"/> Engineering Field Survey                            |
| <input type="checkbox"/> Materials Inspection and Testing                                | <input checked="" type="checkbox"/> Total Station AutoCAD Base Plan Services            |
| <input type="checkbox"/> Architecture  | <input checked="" type="checkbox"/> Layout Document Preparation                         |
| <input checked="" type="checkbox"/> Landscape Architecture                               | <input type="checkbox"/> Photogrammetry   |

MassDOT will retain this rating on its list of prequalified firms until the Expiration Date shown above. Your firm is required to submit a new or updated ADM-016 Form on or before the Expiration Date if you wish to continue to be considered for new services by the Department. Revised ADM-016 Forms may also be submitted at any time prior to the Expiration Date. Failure to furnish an updated ADM-016 Form prior to the Expiration Date will result in your firm being removed from the Department's list of approved firms. This will disqualify your firm from being selected for new services by the Department until an updated form is submitted and the A&E Board has issued a new rating.

Sincerely,

Peter VanBuskirk, Secretary  
Architects & Engineers Review Board

**From:** [Genereux, David](#)  
**To:** [Raymond Ronander](#)  
**Subject:** Contractor drop off  
**Date:** Thursday, July 16, 2020 10:01:01 AM

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Hi Ray,

I wanted to let you know that the Select Board will be discussing contractor drop off of yard waste at their online meeting next Monday night (The Board has been copied on this email). You can get the meeting invite from the Town calendar.

We are recommending that the service be discontinued for contractors, and that composting be offered as a service for town residents only. We believe that the service for contractors be discontinued for the following reasons:

1. We cannot control the site, as contractors are free to drop off whenever they choose
2. We do not have the ability to staff the site
3. We do not control what is being dropped off, or where, and the materials being dropped off are not always suitable for compost
4. We do not know where these materials are coming from, so we could be could be importing pests (Asian Longhorn Beetle)
5. The cost of the annual permit for the drop off does not adequately address the cost of the service
6. In light of #5 above, in allowing the practice, taxpayer funds are being utilized to subsidize private business

By the way, I have checked with Allison, and she does not have a list of contractors. Please double check with Ruth. We will be happy to do the notification, if you can provide a list.

Regards,

*David A. Genereux*

David A. Genereux  
Town Administrator  
Town of Leicester  
3 Washburn Square  
Leicester, MA 01524  
Telephone: (508) 892-7000  
Fax: (508) 892-7070  
Email: [genereuxd@leicesterma.org](mailto:genereuxd@leicesterma.org)

"Please remember that the Secretary of State has determined that email is a public record"



CHIEF  
ROBERT F. WILSON

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



OFFICE (508) 892-7022

**MEMO**

To: David Genereux

Town Administrator

From: Robert Wilson

Fire Chief/ EMD Director

Date: July 15, 2020

RE: Headquarters Radio Project

Fire and Ambulance Departments are requesting to move forward with the radio project for Fire/EMS Headquarter. This project was put on hold over a year ago for various reasons.

Completion of this project would provide not only communication for Headquarters building. It will provide a vitally needed backup repeater for the alerting of EMS and Fire staff of calls in case of failure or maintenance of the main repeater. Currently we have no backup repeater or secondary location to assist in dispatching of equipment.

There have been 2 incidents in recent months that resulted in the on duty EMS unable to receive radio notification of Ambulance calls.

The first was caused by wind damage to the coax leading to the antenna.

Second was failure of the repeater to transmit the tones. Reason for this failure is still being investigated. There were lighting strikes in the area the previous days leading up to the failure.

Attached is a description of equipment and work needed for your office to obtain pricing.

If you have any further questions contact me anytime.

## Radio and equipment specs for Leicester Fire HQ

1. A 50 watt VHF radio, compliant with analog and P25 digital systems currently used by the Leicester Police Dept. No encryption options needed
2. A 50 watt VHF radio, compliant with analog system currently used by the Leicester Highway Dept. Must also be upgradable to, or be compliant with DMR (TDMA) format
3. Two, 50 watt VHF radios, compliant with analog systems currently being used by the Leicester Fire Dept, MEMA, DCR, Fire District 7 fire ground channels and other area Fire Depts. These radios must also be upgradable or compliant with both P25 digital and DMR (TDMA) formats. These radios must have the capability of recording transmitted and received audio and storing up to 240 hours of recording using an SD Card or similar device.
4. Three, tone remote control adapters, to be interfaced with item 1, 2 and 3 above.
5. One, DC remote control adapter, to be interfaced with radio in item 3 above.
6. Two, rack mount power supplies, minimum of 25 amp
7. One, desktop power supply with cover, for radio in item 3 above, minimum 15 amp
8. Rack mount panels for items 1, 2 and 3 above
9. One, 4 line tone remote desktop controller with intercom option
10. Two, single line DC format desktop controller with intercom option
11. Evaluate, repair and replace missing hardware and power supply for Zetron 4010 desktop console, current property of the Leicester Fire Dept.
12. Two, omni directional VHF unity gain fiberglass base station, (150-156 mhz) antennas with mounting hardware.
13. Two, omni directional VHF 3dB gain fiberglass base station, (153-159 mhz) antennas with mounting hardware
14. Four, RF lightning arrestors, N-female connectors
15. One, VHF Repeater station, 50 watt, rack mount. Compliant with current analog radio system used by the Leicester Fire Dept. Must be upgradable or compliant with DMR (TDMA) format. Must also be capable of mixed mode operation. Power supply and tuned duplexer with interconnect cables will be included with repeater. Duplexer isolation will be a minimum of 80dB. Unit shall include automatic battery backup circuit and battery pack to maintain service for a minimum of 24 hours.
16. A VHF dual bay dipole antenna with mounting hardware and coaxial cable, grounding equipment and necessary accessories for item #15
17. Two sets, heavy duty wall mount brackets (SP222 or Similar) and stand off antenna mounts, minimum reach 24"(MTSP200 or similar). Type and construction of brackets to be approved by Fire Dept.
18. One, 2 port wall coaxial entry port.
19. Approx. 310 ft. ½" Superflex foam coaxial cable. Cables will be run from antennas to IT Service room, (floor #3) and one run from IT Service (floor #3) room to Watch room, (floor #1)
20. Sixteen, N-type connectors for item 18
21. Installation of antennas per the direction of the Leicester Fire Dept.

22. Approx. 350 ft. of multi conductor shielded, minimum 6 pair cable. Cable runs to be made from IT Service room (floor #3) to Training room, (floor #3) and IT Service room to Watch room, (floor #1)
23. AC line surge protectors for all equipment.
24. Any necessary interconnecting coaxial cables from lightning arrestor assembly to radios.
25. Labor services will include setup, installation, programming and testing of all radio equipment, remote controls, console, antennas and related devices. Instructions for operation of equipment will be provided to Chief's and Station officers.
26. All radio transceivers will be covered by a 3 year warranty. Antennas, remote controllers and related accessories shall be covered by manufacturers normal warranty.
27. All radio transceivers must be programmable to different transmit power levels on a per channel basis. Power levels of 50, 25 and 10 watts



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

July 16, 2020

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

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The following is a report on the general activities of the Town Administrator through July 16, 2020.

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

- ☐ Dealt with issues regarding a public records request for school payroll information
- ☐ Working on a building capacity question that has come up regarding a Cherry Valley business
- ☐ Worked with the interim Building Inspector to resolve one of the outstanding building permit issues from the previous employee
- ☐ Spoke with a resident regarding the potential schedule for reopening of Town buildings. Due to lack of staffing available for cleaning of buildings and bathrooms, we are not planning on reopening for some time. Town Hall, however, is now open by appointment
- ☐ Worked with a resident regarding legal questions regarding public comment periods during posted meetings; explained that the Open Meeting Law gives the public the right to observe meetings, but does not require the board or committee to recognize any speaker or allow comments to be made.
- ☐ Working with a resident regarding his complaint of a double pole by Dunkin Doughnuts
- ☐ Trish Tarentino informed me that their foundation's charity board decided to cancel this year's road race for the safety of runners and volunteers in light of COVID and its restrictions. They hope to have next year's race in April of 2021.

### **Meetings:**

- ☐ Attended a School Building Committee meeting on July 9
- ☐ Met with the Leicester Little League and Leicester Girl's Softball on July 13 with Select Board members Antanavica and Duggan. I am pleased to report that good progress was made.

### **Activities:**

- ☐ Finalized the contract with Weston and Sampson for the water/sewer study
- ☐ Sent the summary from VHB to residents of Warren Ave, showing a beginning sketch of what the new ponds and drainage process at the Fire Station would look like.
- ☐ Continued an internal investigation that the board has been informed of, as well as other employee issues
- ☐ Setting up for the completion of the Town Hall updated ADA study, after which, the architect will transition into starting work on Hillcrest.
- ☐ Received all grants funds from the earmark for the town hall paving project and the the state share of the water/sewer study
- ☐ Reviewed the FY 2019 audit with Town auditors. Presentation to be made at a future Select Board meeting
- ☐ Working on ballot question for school project. Awaiting answer to question regarding construction of the question.
- ☐ Worked with ED coordinator on PARC'S grant application for parking and car crossings at Hillcrest
- ☐ Began recruitment for Health Agent. There appears to be some qualified applicants thus far.
- ☐ Worked with the school administration regarding on the security issues that have raised as part of a recent public records request. Will be meeting with employee representatives on Monday.
- ☐ Preparing final order of the playground equipment for Towtaid. We expect that it will be delivered in about

12 weeks

- ☐ Finished a grant application for replacement of the Pickleball courts and fencing at Towtaid
- ☐ Received the report from BETA regarding the site conditions on the proposed school site. This was the third-party report that was prepared as a result of concerns with the hydrology of the site. This will be discussed by the SBC on July 23. We are posting it as a joint SB/SBC meeting.

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

**SELECT BOARD MEETING MINUTES**  
**JUNE 29, 2020 at 6:30pm**  
**VIRTUAL MEETING**

**CALL TO ORDER/OPENING**

Chairwoman Provencher called the meeting to order at 6:32pm. Chair Dianna Provencher, Vice-Chair Harry Brooks, Second Vice-Chair John Shocik, Selectman Rick Antanavica, Selectman Herb Duggan Jr., Town Administrator David Genereux and Assistant to the Town Administrator Kristen Forsberg were in attendance.

**1. SCHEDULED ITEMS**

**a. 6:30pm – Common Victualler License – Chick-fil-A – 1673 Main Street (food truck)**

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to approve a common victualler license for Chick-fil-A contingent upon receiving all required paperwork, a copy of the contract with the owner of 1673 Main Street and a bathroom plan. Roll call: 5:0:0.

**b. 6:35pm – Discussion and/or Vote on Date, Time and Location for New School Special Town Meeting**

Mr. Genereux discussed his memo outlining possible locations, dates and times for the Special Town Meeting to vote on the new school in light of COVID-19. A number of locations in Town as well as the DCU center were investigated. Outdoor locations are challenging due to weather and the equipment requirements. Town officials toured the front of the former Millbrook Distributors meeting which is 82,000 square feet and vacant until the fall when the new owners will begin retrofitting the space. The space is estimated to hold 800 people with appropriate social distancing. There is a large parking area around the building as well as a drop off point and plenty of doors to let in outside air. A nighttime meeting might be more problematic due to limited lighting in the parking lot and mosquitos given the time of year.

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to vote that any Leicester Town Meeting be held in town. Roll call: 5:0:0.

A motion was made by Mr. Brooks and seconded by Mr. Duggan to hold the school special town meeting at Millbrook Distributors, 88 Huntoon Highway. Roll call: 5:0:0.

A motion was made by Mr. Brooks and seconded by Mr. Duggan to tentatively set the date for the school special town meeting for 10am on September 26, 2020. Roll call: 4:1:0 (Mr. Shocik was opposed).

**2. PUBLIC COMMENT PERIOD**

School employee Christina Looney offered to provide equipment for the school town meeting as allowed by the Superintendent.

Resident Pat Dykas stated there should be a plan b for the school project and felt the timing is not right for this project.

School employee Kim Ferdella asked if there would be another community meeting regarding the proposed new school as she felt the past meeting had been very informative for the public. Superintendent Marilyn Tencza responded there will be 2-3 additional community meetings in the coming months.

Chair Dianna Provencher asked if the classrooms will be redesigned with COVID in mind. Superintendent Marilyn Tencza responded that this is unknown at this time.

### **3. RESIGNATIONS & APPOINTMENTS**

#### **a. Resignation – Rose Dolan – Burncoat Park Sports Planning Committee (BPWD Representative)**

A motion was made by Mr. Brooks and seconded by Mr. Shocik to accept the resignation of Rose Dolan from the Burncoat Park Sports Planning Committee and to send a letter of thanks for service. Roll call: 5:0:0.

#### **b. Resignation – Richard Spaulding – Special Police Officer**

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to accept the resignation of Richard Spaulding as a Special Police Officer and to send a letter of thanks for service. Roll call: 5:0:0.

#### **c. FY21 Appointments to Boards and Committees**

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to approve the reappointments as listed in the agenda packet. Roll call: 5:0:0.

#### **d. FY21 Board Liaison and Committee Appointments**

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to approve the Board Committee voting appointments as listed in the agenda packet. Roll call: 5:0:0.

### **4. OTHER BUSINESS**

#### **a. Fee Change – Filing Marriage Intentions – Town Clerk – Change from \$30.00 to \$40.00**

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to approve a fee change from \$30.00 to \$40.00 for filing marriage intentions. Roll call: 5:0:0.

#### **b. Request to Carryover FY20 Vacation Hours – Town Administrator**

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to allow the Town Administrator to carry over 80 hours of vacation leave from FY20 to FY21. Roll call: 5:0:0.

#### **c. Authorize Town Administrator to Sign Waite Pond Dam Construction Contract – T Ford Company**

A motion was made by Mr. Shocik and seconded by Mr. Antanavica to authorize the Town Administrator to sign the Waite Pond Dam construction contract with the T Ford Company. Roll call: 5:0:0.

#### **d. Discussion and/or Award of Contract for Study of Six Semi-Public Water and/or Sewer Districts and Authorize Town Administrator to Sign Contract – Weston & Sampson**

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to award the contract for the study of six semi-public water and/or sewer districts to Weston and Sampson. Roll call: 5:0:0.

#### **e. Class II License Renewal – Ernie's Cars – 515 & 517 Main Street**

A motion was made by Mr. Duggan and seconded by Mr. Antanavica to approve the Class II license renewal for Ernie's Cars, located at 515 & 517 Main Street, for 2020. Roll call: 5:0:0.

#### **f. Sign Community Compact Grant Contract – Economic Development Manual & Bridge/Culvert Maintenance Plan**

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to sign the community compact grant contracts for development of an economic development manual and a bridge and culvert maintenance plan. Roll call: 5:0:0.

#### **g. Town Administrator FY21 Goals**

Ms. Provencher asked the Board members to send her 3-5 proposed goals for the Town Administrator for FY21. This item will be added to the next Board meeting agenda.

**h. Authorize the Town Administrator to Hire Temporary Summer Laborers – Highway Department**

A motion was made by Mr. Brooks and seconded by Mr. Duggan to authorize the Town Administrator to hire temporary summer laborers and to formally appoint the selected individuals at the next Board meeting. Roll call: 5:0:0.

**5. REPORTS & ANNOUNCEMENTS**

**a. Town Administrator Report**

The Town Administrator presented highlights from his written report.

**b. Select Board Reports**

The Select Board discussed a variety of topics including watching your children while swimming in backyard pools, a resident who paid it forward by purchasing Mr. Shocik's coffee, thanks to LPD for putting up radar trailer by Cultivate and Everlast, Kristen Forsberg was awarded unsung heroine for the 17<sup>th</sup> district, kudos to highway for fixing roadways and Leicester fire for fixing a fallen flag on main street, no fireworks shows, the cost of losing the regional public health alliance particularly in regard to cigarette stings and nursing, kudos to highway for replacing McCarthy Ave street sign, good police presence with radar and speed trailer, thanks to fire and ems for their service, congratulations to Mrs. Wonkin on her retirement, thank you to highway and police for Dianna's retirement car parade.

**6. MINUTES**

**a. June 15, 2020**

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to approve the minutes of June 15, 2020 with the following change: During the Board reorganization discussion, Mr. Brooks was interrupted while giving his motion and could not finish his sentence. Roll call: 5:0:0.

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

**a. Discussion with Town Counsel regarding Nonunion Personnel Contract Issues Pursuant to G.L. c. 30A, s. 21(a)(2), (7) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007)**

A motion was made by Mr. Shocik and seconded by Mr. Antanavica to enter into executive session at 9:04pm for a discussion with Town Counsel regarding nonunion personnel contract issues pursuant to G.L. c. 30A, s.21(a)(2), (7) and Suffolk Construction v. DCAM 449 Mass. 444 (2007). The Chair declared that to discuss these matters in open session would compromise the position of the town. Roll call: 5:0:0

A motion was made by Mr. Shocik and seconded by Mr. Antanavica to go out of executive session at 9:41pm. Roll call: 5:0:0.

A motion to adjourn was made by Mr. Shocik and seconded by Mr. Antanavica at 9:41pm. Roll call: 5:0:0.

**SELECT BOARD MEETING MINUTES  
JULY 7, 2020 at 6:00PM  
VIRTUAL MEETING**

**CALL TO ORDER/OPENING**

Chairwoman Provencher called the meeting to order at 6:00pm. Chair Dianna Provencher, Vice-Chair Harry Brooks, Second Vice-Chair John Shocik, Selectman Rick Antanavica, Selectman Herb Duggan Jr., Town Administrator David Genereux and Assistant to the Town Administrator Kristen Forsberg were in attendance.

**1. REGULAR BUSINESS ITEMS**

**a. Appointment – Interim Building Inspector – Duane Amos**

A motion was made by Mr. Shocik and seconded by Mr. Duggan to appoint Duane Amos as Interim Building Inspector. Roll call: 5:0:0.

**b. Appointment – Town Counsel – Petrini & Associates**

A motion was made by Mr. Antanavica and seconded by John Shocik to appoint Petrini and Associates as Town Counsel for FY21. Roll call: 5:0:0.

**c. Reappointment – Conservation Commission - John Marc-Aurele**

A motion was made by Mr. Brooks and seconded by Mr. Shocik to reappoint John Marc-Aurele to the Conservation Commission for a three-year term. Roll call: 5:0:0.

**d. Warrant Signature Authority**

Ms. Provencher assigned the signing of the warrants to Mr. Antanavica.

**e. Discussion and/or Vote on Changing Select Board Meeting Time to 6:00PM**

The Board agreed to change meeting times to 6pm on Mondays.

**f. Discussion/vote to authorize the Chair to sign the FY 2021 PARC grant application**

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to authorize the Chair to sign the FY 2021 PARC grant application. Roll call: 5:0:0.

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

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

A motion was made by Mr. Shocik and seconded by Mr. Antanavica to enter into executive session at 6:14pm to discuss strategy with respect to pending litigation in the case of BSI v. Town of Leicester, Civil Action No. 1885CV00985 pursuant to G.L. c. 30A, s.21(a)(3) and (7) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007) – Fire Station Retention Ponds. The Chair declared that to discuss these matters in open session would compromise the position of the town. Roll call: 5:0:0.

A motion to adjourn was made by Mr. Antanavica and seconded by Mr. Shocik at 6:49pm. Roll call: 5:0:0.