



AMENDED

PUBLIC NOTICE POSTING REQUEST

OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: October 19, 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. 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 via computer, tablet or smartphone.

<https://global.gotomeeting.com/join/144323157>

Dial in by Phone:

(571) 317-3112; Access Code 144-323-157

CALL TO ORDER/OPENING

1. SCHEDULED ITEMS

- 6:00pm - Hillcrest Country Club Reuse Study and Discussion/Vote on Lease Extension
- 6:30pm - Discussion/Vote Options for Fire Station Retention Pond Mitigation Plan
- 7:00pm - Discussion/Vote – Little League and Girls Softball Russell Field Leases

2. PUBLIC COMMENT PERIOD

3. RESIGNATIONS & APPOINTMENTS

- Fire & EMS Study Committee Appointments
- Appointment – Conditional Local Inspector/Zoning Enforcement Officer – Michael Silva

4. OTHER BUSINESS

- Discussion/Vote Conditional Local Inspector/Zoning Enforcement Officer Contract – Michael Silva
- Vote to Sign Presidential Election Warrant
- Town Hall ADA Architectural Study Funding
- Discussion/Vote of Fall Town Meeting Warrant Articles
- Trick or Treating Update
- Authorize Town Administrator to Sign Regional Public Health Alliance IMA Extension

5. REPORTS & ANNOUNCEMENTS

- Student Liaison Reports
- Town Administrator Report
- Select Board Reports

6. MINUTES

- October 5, 2020

ADJOURN



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5. REPORTS & ANNOUNCEMENTS

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- c. Select Board Reports

6. MINUTES

- a. October 5, 2020

ADJOURN



Building Evaluation
Hillcrest Country Club
323 Pleasant Street
Leicester, MA 01524

Prepared by
Dixon Salo Architects, Inc.
300 Main Street
Worcester, MA 01608
October 5, 2020

Dixon Salo Architects, Inc.
300 Main Street
Worcester, MA 02608

Table of Contents

1.	Introduction	1 page
2.	Project Team	1 page
	Existing Building Evaluations	
	• Site	6 pages
	• Architectural	3 pages
	• Structural	16 pages
	• Plumbing, Fire Protection and HVAC	7 pages
	• Electrical	6 pages
3.	Photographs of existing building	2 pages
4.	Budget Estimate to Upgrade Existing Building To basic level of finishes	1 page
5.	Budget Estimates to Demolish Existing Building and Construct New Building to basic level of finishes	1 page

Introduction

On July 29, 2020 Dixon Salo Architects, Inc. and our team of consulting engineers performed a building evaluation of the existing Hillcrest Country Club Clubhouse. The attached documents provide an assessment of the existing building and building systems.

Included in this report are recommendations for upgrades to the existing building and systems and estimated costs to accomplish this work. In addition we have included a budget estimate for demolition of the existing building and constructing a new clubhouse building.

Based upon our teams investigation of the condition of the existing building it would appear that the building has reached the end of it's useful life. Based upon the estimated costs to bring the building to current building and energy code requirements and to provide a building which meets current design and marketability standards it appears that the most prudent course of action would be to raze the building and construct a new modern and up to date structure.

Hillcrest Country Club Building Evaluation

Project Team

Architect

Dixon Salo Architects, Inc.
Neil Dixon, Principal -in-Charge

Plumbing, Fire Protection, HVAC Engineer

Seaman Engineering Corp.
Kevin Seaman, Principal-in-Charge

Civil Engineer

Graves Engineering, Inc.
Michael Andrade, Principal-in-Charge

Structural Engineer

Johnson Structural Engineers, Inc
Robert Johnson, Principal-in-Charge

Electrical Engineer

Shepherd Engineering, Inc.
John Shepherd, Principal-in-Charge

October 2, 2020



David Genereux, Town Administrator
Town of Leicester
c/o Dixon Salo Architects, Inc.
300 Main Street
Worcester, MA 01608

**Subject: Due Diligence Assessment
Hillcrest Country Club
323 Pleasant Street, Leicester, MA**

Dear Mr. Genereux:

Graves Engineering, Inc. (GEI) is pleased to present this letter and attachments as an assessment of the feasibility of re-developing portions of the Hillcrest Country Club properties located at 323 Pleasant Street in Leicester, Massachusetts. Our findings follow:

Existing Site Data

GEI understands that the Town of Leicester owns the Hillcrest Country Club properties which includes five "lots", namely A, B, 1, 1A and 2, as shown on the attached "Plan of Land" prepared by Coler & Colantonio, Inc. and dated January 2, 2004. These five lots total approximately 80 acres of land, some of which is developed for the current golf course use and the rest is undeveloped and wooded. Frontage and access for the land is provided off Pleasant Street (Route 56).

For the contiguous lots A, B, 1 and 1A, the land slopes both east and west with a north-south ridge running through the golf course area. Slopes to the east (towards Pleasant Street) are moderate (less than 10%) and the slopes to the west are more severe (exceeding 20% in areas). On Lot 2, the land slopes gently (less than 5%) from Pleasant Street to the west and to the small pond on the lot.

A review of the NRCS-USDA soils maps reveals that the majority of the golf course developed area consists of Scituate fine sandy loam soils and the easterly wooded areas (mostly on Lot B) consists of Canton fine sandy loam. As the focus of the assessment is on re-development of the golf course areas, we shall focus on these soils. Scituate soils are classified as Hydrologic Group 'C' indicating a slow infiltration rate when thoroughly wet. These soils can also have a high or perched groundwater table anticipated between 2.5 to 6 feet below grade. Ledge (bedrock) may also be present but is generally greater than 6 feet, if at all. It should be noted that no on-site soil data was collected or performed as part of this assessment.

Based upon a review of MassGIS, there are numerous environmental resource areas on the land, mostly related to Lot B and associated with Henshaw Pond, a surface public water supply (ID #2151001-01S) and the adjacent Grindstone Well (ID#2151001-01G), a groundwater public water supply. GEI understands that since October of 2016 these public water supplies are no longer in service as the Cherry Valley and Rochdale Water District whom manages them purchases water from the City of Worcester through the Apricot Street inter-connection. Nevertheless, the protection areas remain however they are far east of the golf course area and contained within the boundaries of Lot B which has been previously noted and restricted as watershed protection land. On Lots A, 1, 1A, MassGIS shows no wetlands, streams, pond, or other protected environmental areas that may impact re-development. On Lot 2, there is a small pond and stream that may have associated buffer zones that may not prohibit re-development, but may require permitting through the Leicester Conservation Commission and MassDEP.

With regard to utilities, GEI understands that municipal water and sewer are available within Pleasant Street. The site is not currently listed as accessible directly by public transportation however an WRTA bus route does travel to the Wal-Mart located off Route 9 to the west of the site.

Re-development Assessment

GEI understands that re-development of Lot A (which includes the primary golf course area) is limited to recreational uses. Lots 1, 1A and 2 are open to any development. As directed, we have looked at only proposed passive recreational uses focusing on athletic fields. As the Town is unsure about the ultimate disposition of the golf course clubhouse (Lots 1 and 1A), we have looked at two re-development options:

Option A: The Town retains Lots 1 and 1A, renovating the clubhouse building and utilizing the existing paved parking lot for the proposed recreation uses.

Option B: The Town sells Lots 1 and 1A and a new Pleasant Street curb cut, driveway, and parking lot are created for the proposed recreation uses.

In both of the above options, Lot 2 can be re-developed as shown on the attached plans or sold independent of the disposition of Lots 1 and 1A. A summary of each re-development options is as follows:

Option A:

This option utilizes one of the existing paved curb cuts off Pleasant Street, the clubhouse building, and the paved parking lot for the proposed recreational development on Lot A. The site would allow for any mix of athletic fields with one possibility shown on the attached "Due Diligence Assessment – Option A" plan. The plan shows what could be feasible for development of baseball and soccer fields, basketball and tennis courts, and a general use field. The fields would be accessed from the 106-space parking area by a 12-foot wide driveway. The driveway is suggested at 12 feet wide to allow for vehicular access for maintenance as necessary but would normally serve as a walkway.

The various fields would be terraced at different elevations to minimize cuts and fills however bulk earthwork will certainly be needed. Expansion of the parking area beyond that shown is also feasible, if desired, including should the clubhouse building be reduced in size or razed entirely. New water and sewer utilities could be installed to serve the clubhouse, if needed, or perhaps to another restroom or concession building located somewhere in the athletic field area. The existing paved parking lot would require reconstruction including re-paving, curbing, and drainage and stormwater improvements compliant with the MassDEP Stormwater Management Policy. Such drainage and stormwater improvements would likely include catch basins, manholes, and a surface or subsurface detention/infiltration basin or system.

On Lot 2, a new curb cut and driveway off Pleasant Street with access to a 48-space parking lot is shown. The plan also shows two proposed soccer fields however, similar to Lot A, this area is flexible for other athletic fields as may be desired. Earthwork is also required to grade the parking lot and fields as is construction of a MassDEP-compliant drainage and stormwater management system likely consisting of catch basins, manholes, and a surface or subsurface detention/infiltration basin or system.

Option B:

This option assumes the Town sells Lots 1 and 1A. This will necessitate the construction of a new site curb cut, driveway, and parking lot to service any project. The new parking could be constructed as shown on the attached "Due Diligence Assessment – Option B" plan to provide for 159 spaces. The proposed athletic field layout is the same as Option A however there is currently no general use field as this area is utilized for the new parking lot. Earthwork is required to construct the parking lot as is construction of the a MassDEP-compliant drainage and stormwater management system likely consisting of catch basins, manholes, and a surface or subsurface detention/infiltration basin or system.

Summary & Conclusions

In summary, it appears that the site offers very good potential for development of recreational uses in the way of athletic fields. The configuration of such fields is also flexible as is the potential for other uses not shown on the plans including a walking trail, playground, sitting areas, etc. Additional amenities including restrooms and concession buildings, bleachers and grandstands could also be accommodated. If additional parking needs are required beyond that shown on the plans, there is potential for expansion of the parking areas or construction of additional, separate parking areas, perhaps at the expense of an athletic field or two.

We trust you will find this assessment useful and informative. Please contact this office with any questions.

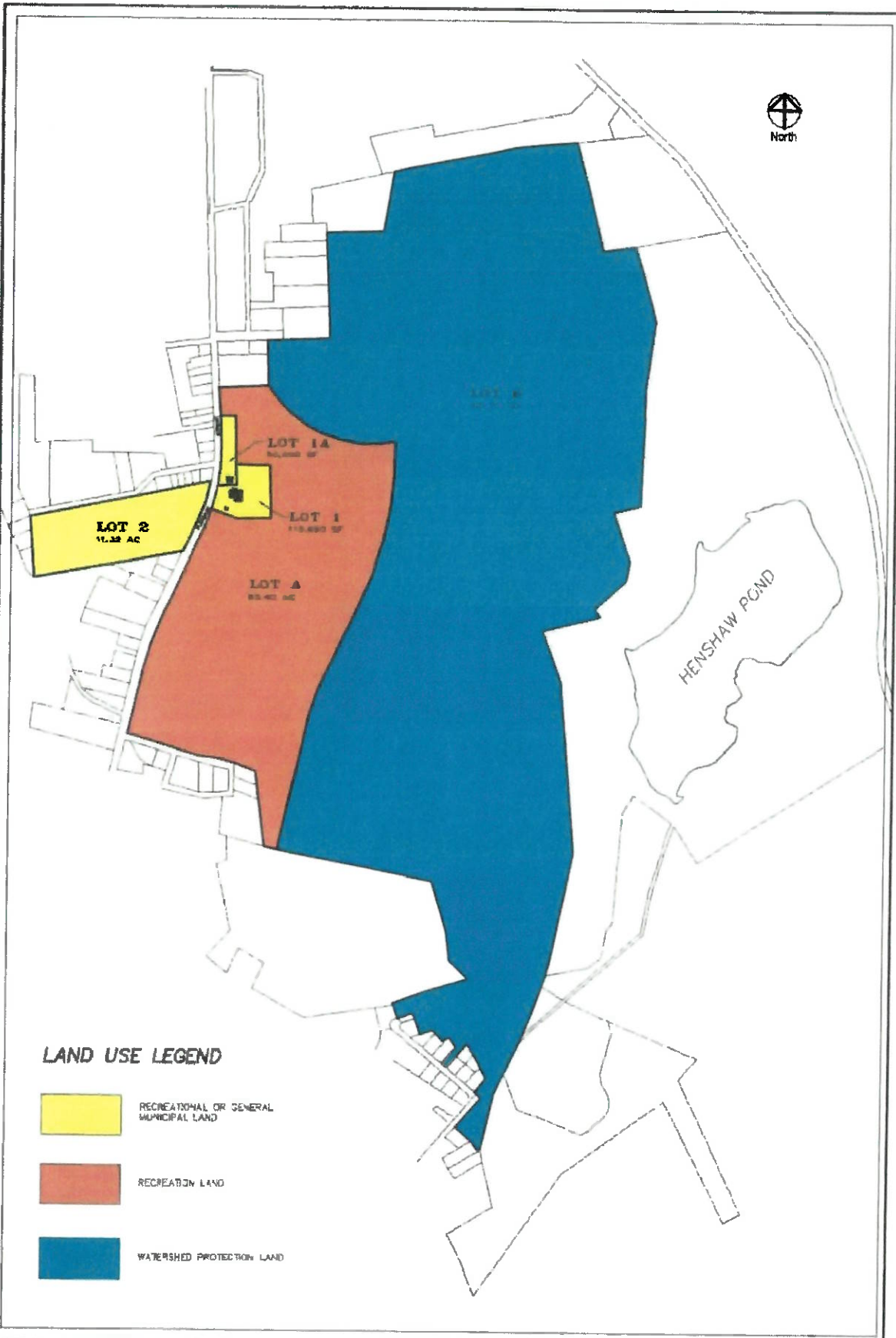
Sincerely,
Graves Engineering, Inc.

A handwritten signature in blue ink, appearing to read "Michael Andrade".

Michael Andrade, P.E.
Principal

cc: Neil Dixon, Dixon Salo Architects, Inc. (via email)

Attachments: Coler & Colantonio, Inc. "Plan of Land"
Plan: "Due Diligence Assessment-Option A"
Plan: "Due Diligence Assessment-Option B"



COLER & COLANTONIO
ENGINEERS AND SCIENTISTS

(415) 343-0180
Fax (415) 343-0180

300 Main Street
Haverhill, MA 01830

PLAN OF LAND IN
LEICESTER, MASSACHUSETTS
PREPARED FOR
THE TRUST FOR PUBLIC LAND

DATE: 1/02/04

DRAWN: DWT

CHECK: KK

CWG. NO. -

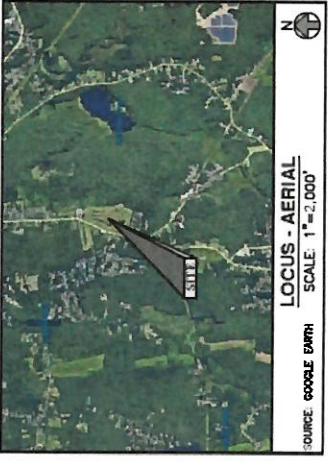
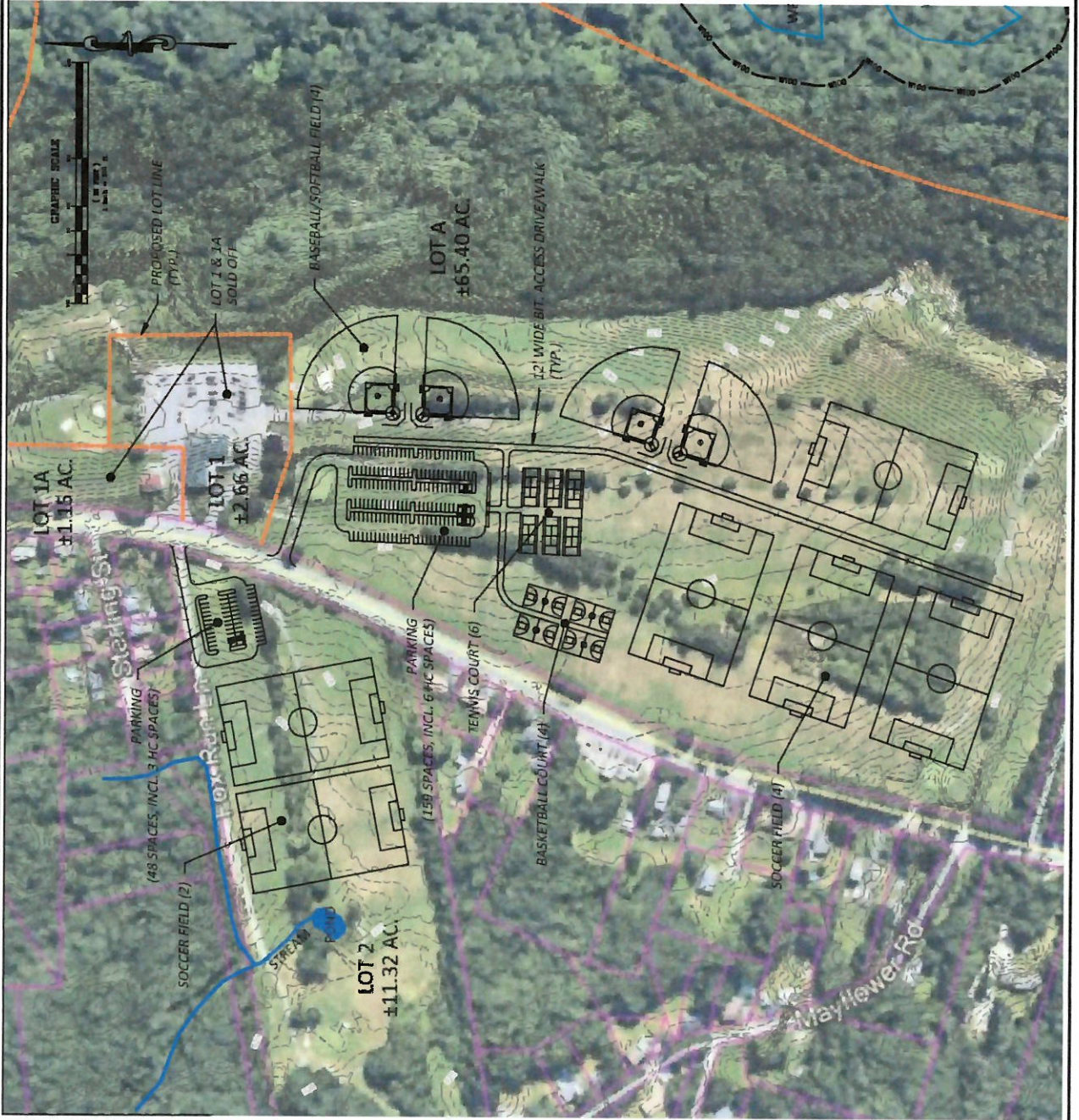
SCALE: 1" = 600'

600 300 0 600 1200

PROJECT ZONING INFORMATION

CITY/AREA	SOURCES
ZONING DISTRICT	RESIDENTIAL 1 (RECREATION AREA)

ZONING INFORMATION SOURCE: THE ABOVE INFORMATION WAS OBTAINED FROM THE TOWN OF LEICESTER ZONING BY-LAWS AMENDED THROUGH OCTOBER 22, 2019.



GENERAL NOTES

1) EXISTING CONDITIONS, FEATURES AND DATA SHOWN ON THIS PLAN ARE COMPILED FROM MAPS, EXISTING CO. RECORDS, ETC. THE INFORMATION IS PROVIDED FOR YOUR INFORMATION ONLY. THE INFORMATION IS NOT A GUARANTEE OF ACCURACY. THE INFORMATION IS NOT A GUARANTEE OF ACCURACY. THE INFORMATION IS NOT A GUARANTEE OF ACCURACY.

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PROJECT ZONING INFORMATION

ZONING RESIDENTIAL 1 (RESIDENTIAL AREA)

ZONING INFORMATION SOURCE: THE ABOVE INFORMATION WAS OBTAINED FROM THE TOWN OF LEICESTER LAND USE DEPARTMENT THROUGH OCTOBER 21, 2019.

Hillcrest Country Club
Existing Clubhouse Building Evaluation
08/17/20

Building Areas:

- Basement – 7,360 sf +/-
- 1st Floor - 7,360 sf +/-
- 2nd Floor - 2,780 sf +/- + 2,340 sf attic

Items observed during visits to Clubhouse building on July 29, 2020 and August 12, 2020

Exterior:

1. Exterior siding and trim
Certain areas of existing siding and trim have deteriorated and should be repaired or replaced.
All area should be scraped, sanded, and painted.
2. Exterior masonry and concrete
Certain areas have deteriorated and should be re-pointed or repaired.
All previously painted areas should be scraped, sanded, and painted.
3. Exterior doors
Inspect all existing exterior doors and put in working order. Replace any defective or missing components.
It would seem appropriate to replace the exterior doors as part of a total building upgrade.
Should create a vestibule at main entrance to building.
4. Windows
Certain windows have rotted sills.
Windows should be replaced with new energy efficient windows.
(see Johnson Structural Engineering report & photo.)
5. Steel frame for future deck
Steel is badly rusted and has failed. Should be removed or replaced.
(see Johnson Structural Engineering report & photos)
Construct new exterior deck.
6. Roof
Condition unknown. Tenant advises no leaks.
Given age of building it would seem appropriate to replace the roof as part of a total building upgrade.
7. Paved driveways and parking area.
Pavement is badly deteriorated and should be replaced and pavement stripping and HC signage installed.

8. Landscaping

Landscaping and foundation plantings recommended to enhance the approach to the building and to shield the foundation and overhead doors.

Basement:

1. Egress

No egress doors from Basement were observed. Only 2 overhead doors.

2. Basement Access

There is presently no access from the First Floor to the Basement.

Stairs should be installed from the First Floor to the Basement

3. Exit signs & emergency lights

No exit signs or emergency lights were observed in the Basement areas

4. Smoke and CO detectors

No smoke or CO detectors were observed in the Basement areas.

5. Fire alarm system

No fire alarm devices were observed.

6. Hazardous materials storage

Multiple gasoline and fuel tanks were observed stored in the Basement with no separation between First Floor.

Lawn and maintenance machines and equipment containing gasoline were observed parked or abandoned in Basement with no separation between First Floor. Very difficult to walk thru the various areas.

7. Existing first floor structure is exposed – no fire separation between first floor and item 5 above.

First Floor:

1. Egress

Length of travel – need to pass thru 2 rooms in several instances to reach exit door. Not code compliant.

Additional egress door recommended.

2. Exit signs & emergency lights

Not in compliance with code requirements.

3. Smoke and CO detectors

Not in compliance with code requirements.

4. Fire alarm system

Should be upgraded to comply with current code requirements

5. Architectural Access Board and ADA requirements

Men's and Women's Rooms not fully in compliance with requirements. Need to be upgraded.

6. Floor Levels

Changes in floor levels were noted – not AAB compliant and not clearly identified.

7. Egress from second level

Stair from second level exits into restaurant not to the exterior. Restaurant is a more hazardous occupancy. Not code compliant

8. Water Penetration

Evidence of leaking thru exterior wall at porch.

9. Kitchen Floor
Floor in kitchen is hardwood. Not acceptable as a sanitary floor should be replaced.
10. Vestibule
No vestibule as required by Energy Code
11. Separation between A-2 (Restaurant) Use Group and R (Apartment) Use Group should be 1 hour. Appears this may not be maintained in all areas.

Second Floor:

1. Egress
Stair leads to restaurant at first floor. Restaurant is a more hazardous occupancy. Not code compliant.
Second means of egress is a spiral stair – Not code compliant – Sec. 1011.10
2. Deck Railing
Verify meets code for height and structural loading.
3. Exit signs & emergency lights
Not in compliance with code requirements.
4. Smoke and CO detectors
Not in compliance with code requirements.
5. Fire alarm system
Should be upgraded to comply with code requirements

Building Systems:

See attached reports by Consulting Engineers for specific building systems surveys.

JSE JOHNSON STRUCTURAL ENGINEERING, INC.

101 Huntoon Memorial Highway (Rt. 56), Rochdale, MA 01542 (508) 892-4884 Fax (508) 892-0477

August 19, 2020

Dixon Salo Architects, Inc.
300 Main Street, First Floor
Worcester, MA 01608
Attn: Neil Dixon

Re: Building Evaluation
Hillcrest Country Club
325 Pleasant Street
Leicester, MA

Dear Mr. Dixon:

On July 29, 2020, Travis Alexander of Johnson Structural Engineering (JSE) performed a site visit at the Hillcrest Country Club located at 325 Pleasant Street in Leicester, Massachusetts. The purpose of the site visit was to review the existing building structure and to identify the structural deficiencies that were observed during the site visit. Please note that our observations were limited to the exposed building structure. The following report summarizes what was observed during the site visit.

1. The existing building is a one-story structure with a full basement and a partial second floor. The basement is used as storage and a workshop for the golf course equipment. The first floor is bar and banquet hall. The partial second floor is an apartment. It was stated during the site visit that the existing building was originally a barn that was later renovated into a club house and various additions added.
2. There is a significant outward bow in the exterior wall facing Pleasant Street (see photograph #1).
3. There is a significant lean in the top of the foundation wall along the left side of the building when viewed from Pleasant Street (see photograph #2). The adjacent rubble stone foundation wall along the opposite side of the garage bay also has a significant bow (see photograph #3). The foundation wall adjacent to the garage door opening has a large crack (see photograph #4).
4. The exterior brick is in poor conditions and requires significant repointing and replacement of the deteriorated masonry (see photographs #5 through #8).
5. The exterior steel frame that was previously erected for a deck is severely corroded (see photographs #9 and #10). The tube columns are not capped. As a result, water has been able to fill the columns and due to freeze-thaw cycles, the columns have split (see photograph #11). Additionally, there is a large crack in the foundation supporting the columns (see photograph #12).
6. The beam supporting the small roof overhang above the second floor deck is rotted and does not appear to be connected to the wood column (see photographs #13 and #14).
7. There is a significant lean in the exterior wall between the bar and the three-season covered seating area (see photograph #15).

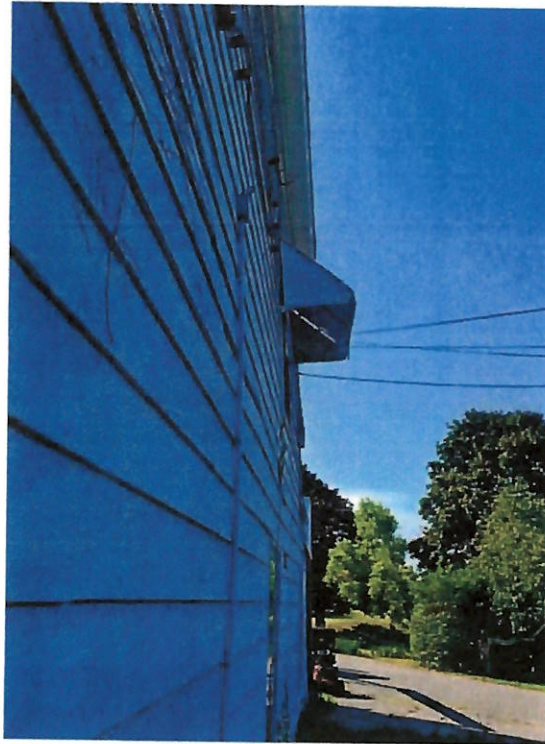
8. There is significant settlement/deflections within the first floor structure (see photographs #16 and #17). Large shims have been used below the pool table in order to maintain a level surface due to the settlement in the floor structure (see photograph #18). There is a large crack in the stone fireplace located in the banquet room (see photograph #19). The crack could be the result of settlement.
9. Large cracks and spalled pieces of concrete were observed in the first floor concrete slab above the right garage bay when viewed from Pleasant Street (see photograph #20). The steel beams supporting the first floor concrete slab are severely corroded (see photograph #21).
10. The first floor structure within the original barn structure is comprised of wood joists, beams, and columns of various sizes and profiles. A large portion of the existing wood framed members are notched (see photographs #22 through #24). The base of the steel columns are corroded.
11. Portions of the existing first floor structure were poorly reinforced (see photographs #25 through #27).
12. The existing window frames are rotted (see photograph #28).

If you have any questions regarding this report, please do not hesitate to call.

Sincerely Yours,
Johnson Structural Engineering, Inc.

Robert A. Johnson, P.E.

Robert A. Johnson, P.E.
President



Photograph #1 – Bowed Exterior Wall



Photograph #2 – Leaning Foundation Wall



Photograph #3 – Leaning Foundation Wall



Photograph #4 – Cracked Foundation Wall



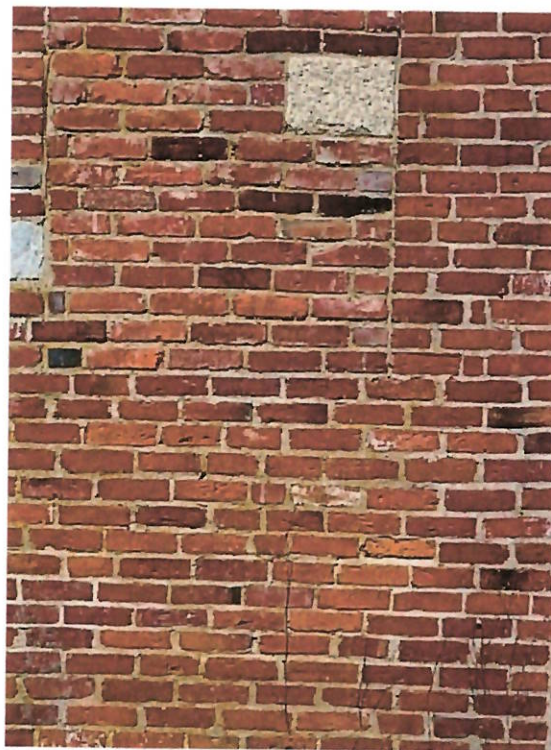
Photograph #5 – Exterior Brick



Photograph #6 – Exterior Brick



Photograph #7 – Exterior Brick



Photograph #8 – Exterior Brick



Photograph #9 – Existing Exterior Steel Structure



Photograph #10 – Corroded Steel



Photograph #11 – Split Column



Photograph #12 – Cracked Foundation Wall



Photograph #13 – Deck Roof Beam



Photograph #14 - Deck Roof Beam Connection



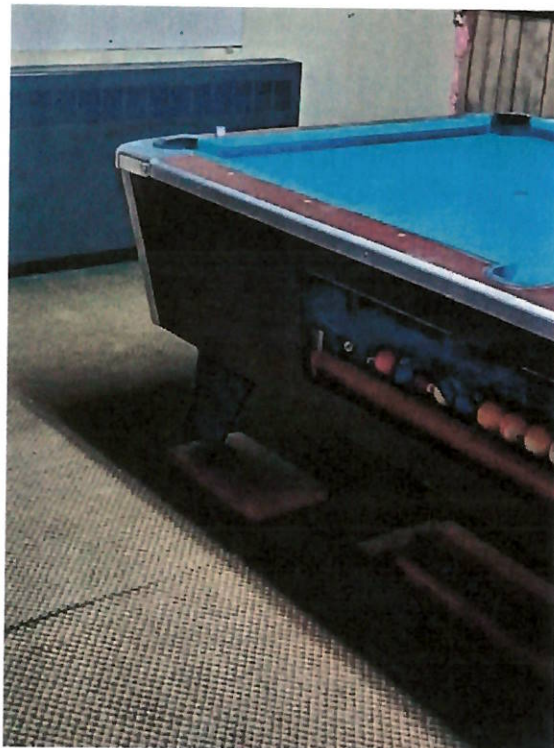
Photograph #15 – Exterior Bar Wall Lean



Photograph #16 – Sloped First Floor



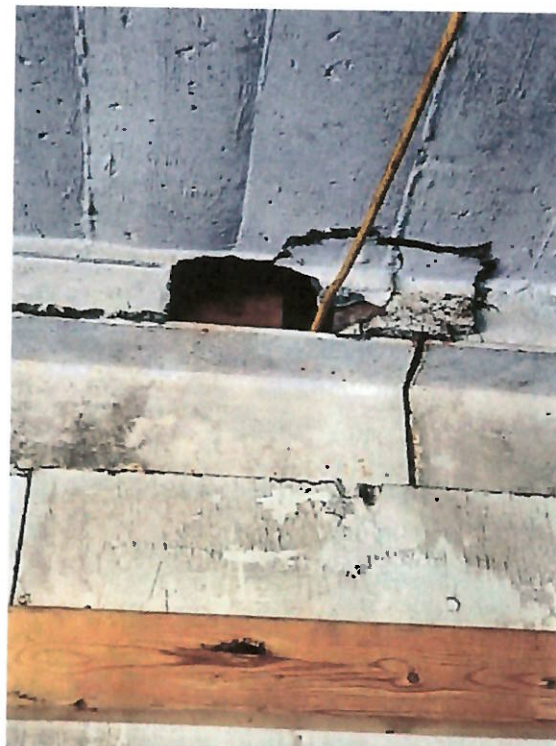
Photograph #17 – Sloped First Floor



Photograph #18 – Shims Below Pool Table



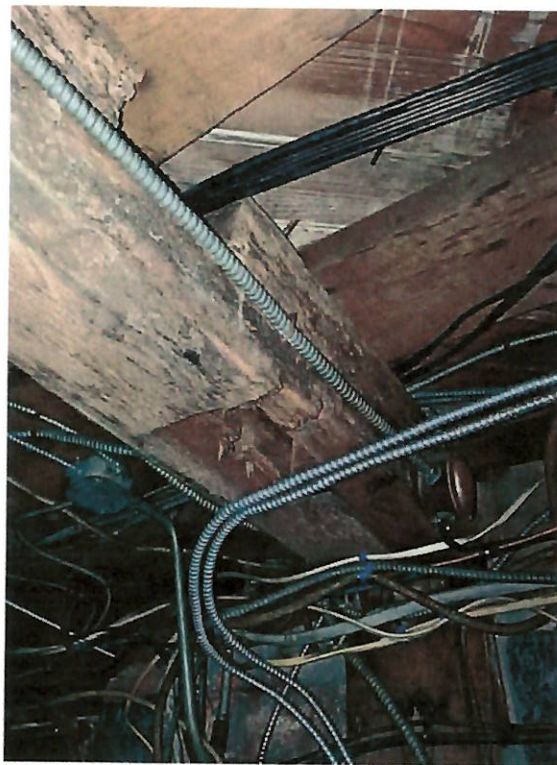
Photograph #19 – Cracked Stone Fireplace



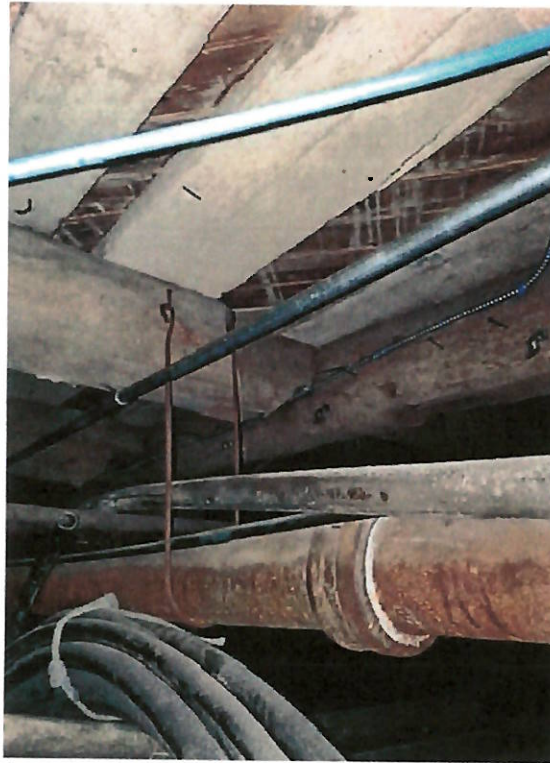
Photograph #20 – Cracked and Spalled First Floor Concrete Slab



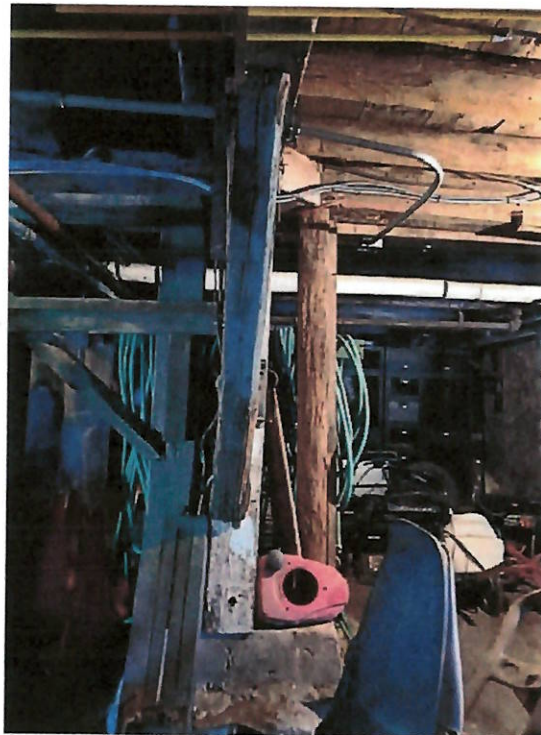
Photograph #21 – Corroded First Floor Beam



Photograph #22 – Existing First Floor Structure



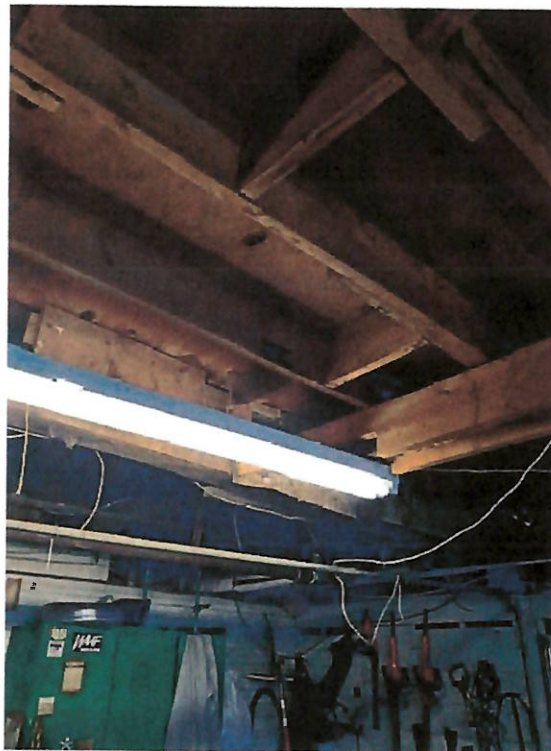
Photograph #23 – Existing First Floor Structure



Photograph #24 – Existing First Floor Structure



Photograph #25 – Existing First Floor Reinforcing



Photograph #26 – Existing First Floor Reinforcing



Photograph #27 – Existing First Floor Reinforcing



Photograph #28 – Rotted Window Frame



SEAMAN ENGINEERING CORPORATION

P: 508-865-1400

F: 508-865-1401

22 West St. Unit C, Millbury, MA 01527

seamanengineers.com

August 30, 2020

Mr. Neil Dixon
Dixon - Salo Architects, Inc.
300 Main Street – 1st Floor
Worcester, MA 01608-1505

Re: Mechanical Systems Survey at the Hillcrest Country Club Building in Leicester, MA

Dear Mr. Dixon:

The following is a summary report outlining our preliminary observations and comments regarding the status of the existing HVAC, plumbing and fire suppression systems at the Hillcrest Country Club in Leicester, MA.

EXISTING CONDITIONS INSPECTION

On July 29, 2020 we performed a site inspection of the existing building. Our visual observations along with information provided by those in attendance, when applicable, regarding the current building systems operating status were used extensively in assembling this report.

FIRE PROTECTION

The fire suppression system serving much of the building is a dry type system which provides extensive coverage throughout the building with several exceptions as noted herein.

There is a 6" sprinkler water service which enters the building in a lower/basement level. The 6" main runs through a double check style backflow preventer, unsupervised OS&Y gate valves and a 6" dry pipe valve prior to feeding the building fire sprinklers. The 6" main also has a 2" tap upstream of the fire system backflow preventer which feeds the domestic water supply.

A 2 port fire department Siamese connection is provided on the exterior wall fed from a 4" line leading to the 6" sprinkler main. In addition, a water motor gong is provided on the side of the building to warn of a waterflow condition.

The sprinkler heads vary in type and style but most appear to be of the standard response fusible link style. Age should be verified as sprinkler heads of this type must be tested or replaced if over the age of 50 years.

As indicated previously, the building appears to have an extensive fire suppression system

however, there were some noted exceptions and other miscellaneous deficiencies detected during our site inspection as follows:

1. Verification of proper sprinkler protection of combustibile concealed spaces must be verified. Of most concern would be concealed spaces within the structure.
2. There are no sprinklers under the residential deck at the entry.
3. Sprinklers in certain areas such as the men's room appear to be too far down from the structure above to comply with NFPA 13.
4. Sprinklers should be zoned on a per floor basis.
5. The dry system appears to be absent of low point auxiliary drains required of a dry type system. In addition, proper line pitch for drainage was not apparent.
6. Confirm sprinkler head age and replace if in excess of 50 years.

Recommendations:

Remediate the deficiencies noted above.

PLUMBING

Fixtures:

The existing building plumbing systems are limited in quantity. Most of the existing fixtures do not comply ADA/MAAB guidelines for accessible fixtures. On the main function level, the Woman's room has three (3) water closets one of which has a lift seat to achieve ADA height however, none of the three (3) lavatory sinks were ADA compliant. The Men's room in the rear of the structure has two (2) water closets one (1) of which is ADA compliant. The Men's room also has two (2) urinals, One (1) lavatory sink and a Janitor sink.

Existing water closets are a primarily of the floor mount tank type. Restroom lavatories are primarily of the counter mount style. Lavatory fixtures are mostly of the two handle control none of which are of the metering (self-closing) type.

The main kitchen does not have the minimum configuration and number of fixtures to satisfy current code and Board of Health requirements for a commercial kitchen. The fixtures consist of a 2-bay scullery sink which discharges to a grease trap, a 2-bay sink and a hand sink. The issues with the current configuration are as follows:

- A 2-bay scullery sink should be a 3-bay to support the wash, rinse and sanitation procedure required by Board of Health.
- The 2-bay sink, if a food preparation sink, must be indirectly wasted to comply with current code whereas it currently is not.
- The dishwasher does not appear to discharge to the grease trap which is required by

current code.

The residential unit fixtures consist of a 2-bay stainless steel kitchen sink with deck faucet and one restroom with vanity lavatory, water closet and tub/shower unit with 2 handle control. Shower should be fitted with a pressure balanced valve to avoid the potential for scalding.

Fixtures in the building appear to vary in age with those in the woman's restroom appearing to be of newer vintage. Apparently maintenance has been performed on faucets, toilet fill valves, etc... as needed.

Cold Water Service:

A 2" water line is tapped off the 6" fire service main in the lower level basement area. The line reduces to a 1-1/4" and then runs through a water meter and a reduced pressure zone backflow preventer prior to serving the buildings domestic water loads.

We noted most of the water piping in the building appears to be copper of varying age. In general, there were no outward signs of active failure during the day of our site inspection however, there were signs of mineral build-up on some piping which could be indicative of small leaks. In addition, older water piping may contain materials and solder that contain lead which should be addressed during a renovation.

Due to the very limited amount of water piping we would highly recommend it all be replaced during any renovation project.

Domestic Hot Water Service:

The domestic hot water needs of most of the building are supported by one (1) 80-gallon electric water heater located in a lower level boiler room. Two (2) electric water heaters have been abandoned in place next to the active water heater. This unit supports both the commercial level and the residential level. The unit is approximately 13 years old and is manufactured by Kenmore. A review of the commercial use fixture demand coupled with the residential demand should take place to verify adequate capacity.

There is a central mixing valve on the system however, current code would require differing water temperatures at different types of fixtures. Public lavatory sinks must not discharge hot water at a temperature exceeding 110-112°F for safety reasons, whereas service fixtures (janitor's sinks, kitchen sinks and such) are required to have hot water temperatures in excess of 120°F for sanitation reasons. Water heaters should be kept at temperatures of 135° F to 140°F so as to prevent the possibility of bacteria growth within the tank. As a minimum local mixing valves should be provided at each lavatory sink so that building hot water can be kept at 125°F.

There are no recirculation pump or loops to insure hot water is available to remote fixtures to minimize hot water wait times. Although distances are not far enough to warrant a recirculation line per code, if new low flow fixtures are used delays can be experienced.

Typical life expectancy of an electric water heater is 7 to 10 years depending on water quality and use. As such, the current water heater has well exceeded its useful expected service life and should be scheduled for replacement to insure system reliability.

Drainage Systems:

Although parts of the sanitary drainage piping is concealed from view what we were able to see was primarily of the cast iron hub and spigot and the no-hub type. The sanitary sewer lines run below the slab and as well as in the basement space and exit the building to what is expected to be a municipal sewer system. There are some repair locations which utilize PVC pipe and fittings which are not allowed in commercial buildings except in the residential floor.

Besides those items noted herein and elsewhere in this report, we noticed no other outward signs of failure in the sanitary sewer system during our site inspection.

LP Gas Service:

There are two (2) approx. 100-gallon LP gas tanks located adjacent to the public entrance. The gas service runs thru a primary regulator and secondary regulator prior to entering the building. The gas service feeds the gas loads in the building include one (1) vertical furnace serving the function room and the commercial kitchen cooking line. Tank capacity should be verified as it may need to be located 10 feet away from the structure to comply with code.

Recommendations:

Pending final master plan programming the proposed recommendations are as follows:

1. Provide tempering mixing valves on lavatory sinks as needed to insure occupant safety.
2. Where restrooms are renovated, replace original vintage water closet fixtures with accessible flush valve type with battery-powered flush valves.
3. Provide 3-bay sink with grease trap in kitchen.
4. Provide indirect waste for prep. sink in kitchen.
5. Provide grease trap for dishwasher. Confirm with local AHJ and DEP if central exterior grease trap shall be required.
6. Provide a pressure balanced mixing valve on residential shower.
7. During renovations, replace original vintage cold water and hot water piping with new type with zero lead containing materials.

8. Where restrooms are renovated, Replace original vintage urinals with new ultra-low flush (0.125 GPF) water conserving units with automatic battery-powered flush valves.
9. Where restrooms are renovated, replace original vintage lavatories with low flow style with automatic battery-powered faucets with mixing adjustment (tempering valves noted in #1 may not be required if this options is taken pending proper fixture selection).
10. Review existing water service entrance and confirm internal tap off fire main is allowed by water dept. during renovation. Provide backflow prevention on Janitor sinks and other fixtures requiring such.
11. Replace any PVC waste piping on commercial level with cast iron. Replace old water piping during renovation.

HVAC

Boiler Plant: Rating = Fair

The heating needs for the building are supported by two (2) oil-fired cast iron sectional boilers. The Smith boiler has a rated input capacity of approximately 200,000 BTUH and supports the heating needs of much of the main level of the building as well as some heat in the lower level. There are two (2) in-line pumps, one which supports the main level and one (1) which supports a unit heater in the basement.

The Weil-McLain boiler has a rated input capacity of approximately 170,000 BTUH and supports the heating for the upper level residential apartment. There is one pump on this system which is piped to support radiation throughout the apartment level.

Each boiler is fitted with an oil-fired burner which is supplied with #2 fuel oil from two (2) 330-gallon oil tanks located in a small garage area in the basement level. The boilers are vented into masonry chimney of unknown internal condition.

Combustion air to the room is via boiler room wall grilles which transfer air from the rest of the basement level to the boiler room. The basement appears to be very leaky and in its current condition should be able to supply adequate combustion air. Future thermal improvement to the building would necessitate more positive combustion air to the boiler room.

There are remnants of a former steam piping system that has since been abandoned in place. Apparently a steam boiler had once been in the boiler room and was removed and replaced with the boiler(s).

The age of the boilers is not known however, both appear to be in fair condition and well within the useful expected service life of 30-years.

Ventilation & Misc. HVAC: Rating = Fair to Poor

The building is heated through several systems. The upper resident level is heated with radiation fed with hot water from a boiler in the basement. Some of the lower level as well as a majority of the rear portion (Bar, Lounge, Men's Room, Kitchen, etc.) of the main level are heated with convectors fed with hot water from a separate boiler located in the basement boiler room. This boiler also supplies heat to a convector in the woman's room off the function hall.

The function hall is supplied with heat from a single high efficiency condensing LP gas-fired furnace as manufactured by Rudd. The furnace is located in a storage room off the function hall. The furnace pulls return air from the room and hall and discharges air to the room via a sidewall supply register. The current configuration does not comply with current code as the furnace is located in a return plenum (storage room) path from the function room. The furnace is also operating without an air filter which could shorten the life of the unit and possibly cause poor or dangerous conditions with build-up of dirt on the heat exchanger. Unit should be cleaned and serviced prior to the next heating season and a filter installed.

For cooling the main function hall is supported by two (2) 5-ton split DX systems. Two (2) fan-coil units in the attic are ducted with supply and return ductwork down to the function hall where sidewall registers and ceiling diffusers distribute air to the space. The units are connected to two (2) grade mounted exterior condensing units. The condensing units are approximately 6-years old and the equipment appears to be in good condition.

A ducted 3-ton split heat pump system provides both heat and cooling to the lounge area. The system consists of an interior wall hung fan coil matched to an exterior condenser both of which are manufactured by Mitsubishi.

The kitchen hood over the range and oven equipment appears to comply with NFPA 96 and IMC standards and contains grease filters, a grease cup and is connected to a sidewall exhaust fan which appears to be of the configuration listed for kitchen hood use. The hood also has a chemical based fire suppression system as required by code. However, the kitchen has no make-up air ventilation which is required by code.

The two (2) bathrooms each had a ceiling exhaust fan. The woman's restroom fan discharges to the exterior however the men's restroom exhaust fan is not ducted to the exterior.

None of the HVAC systems in the building provide for any outdoor ventilation air. The American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) Ventilation Standard 62 along with the building code, requires outdoor air levels of between 11 to 20 cfm per person dependent on occupancy classification and space use. Technically, operable windows in certain areas may satisfy the natural ventilation requirements of the Commonwealth of Massachusetts State Building Code. However, although this may be adequate for lightly populated areas, for spaces such as the function hall and lounge proper indoor air quality can only be achieved through positive outdoor air ventilation. Natural ventilation relies on occupants to control their air quality levels manually by opening and closing windows. Since most space pollutants are odorless, we feel it is unrealistic to expect

occupants to gauge the contamination level of the indoor air and open a window in the cold of winter to obtain proper air quality.

Recommendations:

Suggested improvements vary based on final programmed use of the structure however to address the deficiencies noted:

1. Provide outdoor ventilation air to the existing function hall systems. As this amount of outdoor air may impact the systems capabilities, consider energy recovery ventilators to supply the outdoor air to the systems. Consider adding heat to these systems to support year-round hall use. Option for heat include duct mounted hot water coils off current or upsized boiler.
2. Provide outdoor air system for lounge areas. One option to consider would be a dedicated energy recovery ventilation unit with tempered supply.
3. Provide return ductwork from function hall heating unit to function hall and provide proper air filters. Service and clean unit.
4. Duct the exhaust air out of the men's room. Confirm exhaust fan is operational.
5. Provide a gas-fired make-up air unit for the kitchen.
6. Provide programmable thermostatic controls for all HVAC systems.

If you have any questions regarding this report please do not hesitate to call.

Sincerely,
Seaman Engineering Corporation

Kevin R. Seaman (e-signature)

Kevin R. Seaman P.E., LEED® AP
President

SHEPHERD ENGINEERING, INC.

1308 Grafton Street • Worcester, MA 01604 • (508) 757 7793 • Fax: (508) 753 2309

ELECTRICAL BUILDING EXISTING CONDITIONS REPORT

August 28, 2020

Hill Crest Country Club

325 Pleasant Street

Leicester, Massachusetts 01522

BUILDING DESCRIPTION

BUILDING TYPE

- a. Two story with basement function hall and restaurant facility
- b. Use Group "A-2" Function Hall

A. Systems

The intent of this report is to describe the conditions of the existing electrical systems currently installed throughout the building. The systems are inclusive but not limited to lighting – interior and exterior, power, power distribution, technology, security, fire alarm and life safety. The majority of the systems have been operational for over 50 plus years and in some cases are showing signs of deterioration. *Refer to further clarification noted within this report.*

B. ELECTRICAL DISTRIBUTION SYSTEM

- a. The main electrical system is rated for 200 ampere, 120/240 volt, 1 phase, 3 wire located within the first floor storage closet. The system is fed overhead in the front of the building from a utility pole located on the street. The main branch circuit panel is a plug-in style with circuit breaker. The panel is full to capacity with no room for expansion.
- b. The service is fed with secondary over-head conductors from a utility pole located on the street. Further information is required to verify what the current demand is on the building to determine what the daily power usage is throughout the facility. The utility meter is located adjacent to the main branch circuit panel.
 1. *The main branch circuit panel is currently located within a closet adjacent to the pool room area. The panel is currently not fully accessible due to clearance issues within the confined space.*
 2. *In accordance with the National Electric Code (NEC) Article 110.26, an electric service is to have complete working area in front of the main board of a minimum of 36" to allow for safe working clearance. Currently the room does not allow a minimum of three feet clearance in front of the board due to constrictions with the opposing wall which allows for approximately only eighteen inches of clearance.*

i. RECOMMENDATION

1. *Disconnect and remove the existing branch circuit panel in its entirety and replace with a new 400 ampere, 120/208 volt, 3 phase, 4 wire distribution panel located within a section of the building that is not accessible to the public, is not subject to mechanical damage and meets all necessary requirements of NFPA70-110.26 for safe clearances.*
2. *Disconnect, remove, and replace the existing branch circuit panels located throughout the basement and first floor area with new bolt-on commercial circuit breaker style panels capable of sustaining the load throughout the spaces.*

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- b. The panelboards located throughout the building provide power to lighting, receptacles, mechanical equipment, kitchen equipment, and miscellaneous loads. The sub-panels are a combination of fuse and plug-in style circuit breakers commonly used in residential applications. All panels appeared to be at capacity with no spare fuses or breakers. The panels are showing signs of deterioration and should be replaced.

- i. RECOMMENDATION

- 1. *Disconnect, remove, and replace the existing branch circuit panels located throughout the basement and first floor area with new bolt-on commercial circuit breaker style panels capable of sustaining the load throughout the spaces.*
 - 2. *Within the residential unit, intercept the existing branch circuit and install a dedicated branch circuit panel with arc-fault circuit interrupter protection to meet the requirements of NFPA 70-210.12A. Install a surge protector device within the panel to meet the requirements of NFPA 70-242.14 for surge protection within residential units.*

B. INTERIOR LIGHTING

- a. **Basement** – The lighting throughout the basement is scarce as best – although the space is used primarily for storage, the lighting should be properly situated to illuminate the areas to allow for safe passage throughout the space.

- i. RECOMMENDATION

- 1. *The incandescent light fixtures are showing signs of deterioration and should be removed and replaced with new surface energy efficient light fixtures. The fixtures should be controlled via occupancy controls to ensure that the lighting turns off after a certain amount of time and is not dependent on local light switches.*

- b. **First Floor Level Function hall** - The lighting throughout was recently upgraded with new LED, recessed 6" round fixtures which appear to adequately illuminate the space. Paddle fans with integral lights are located throughout the space to add supplemental lighting and cooling. The lighting is adequate for the spaces needs and unless renovations occur, the lighting and related controls could remain.

- c. **First Floor Level Bar Area** – The lighting within this is inadequate to properly illuminate the space. The lighting does not properly illuminate the bar area and sitting area.

- i. RECOMMENDATION

- 1. *Disconnect and remove the existing lighting in its entirety. Install new dimmable style recessed LED downlights spaced accordingly to properly illuminate the bar area and adjacent sitting areas. Install new dimming controls to control the light output within the areas.*

- d. **First Floor Level Kitchen** - The lighting consists of fluorescent light fixtures with acrylic lenses. The switch controls are located at the entrance to the room.

- i. RECOMMENDATION

- 1. *The light fixtures are showing signs of deterioration and should be removed and replaced with new surface or recessed energy efficient light fixtures.*

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- e. **Second Floor Level Apartment** - The lighting throughout is conducive to a residential application and does not need to be replaced unless renovations occur.

In general, with the exception of the first floor function hall, the majority of the lighting currently installed throughout the facility has not been upgraded in many years. The fixtures overall are showing signs of deterioration and should be removed and replaced with a more energy efficient style light fixture with proper controls to meet the requirements of the international Energy Conservation Code and related State Energy Code requirements. Inclusive but not limited to adding lighting controls to automatically control the lighting during occupied and unoccupied times, occupancy sensors located within the basement area, toilet rooms, offices, complete with vacancy controls.

C. EXTERIOR LIGHTING

- a. Wall-mount incandescent building flood lights are installed along the sides and end of the building. The light fixtures do not appear to properly illuminate the rear parking area as well as the means of egress from the building.

i. RECOMMENDATION

- 1. *The light fixtures are showing signs of deterioration and should be removed and replaced with new surface LED energy efficient light fixtures. Additional pole mounted light fixtures should also be installed within the parking areas to properly illuminate the area for security purposes.*

D. EMERGENCY SYSTEM

- a. With the exception of emergency exit signs and a minor amount of emergency battery units within the function hall, the building is not protected by standby emergency lighting.

i. RECOMMENDATION

- 1. *The exterior egress doors currently do not have emergency lighting to allow for safe passage from the facility. Additional energy efficient lighting would be proposed to properly illuminate the exterior egresses and related parking areas. The lighting would conform to the International Building Code (IBC) 2015 section 1006 – Means of Egress Lighting and the NFPA 101 Life Safety Code. The illumination level shall not be less than one (1) foot-candle along the walking area surface. An average of one (1) foot-candle shall be maintained along the area of exit discharge with a minimum of 0.1 foot-candles along the egress path at floor level. The emergency lighting power will be required to provide power for not less than 90 minutes utilizing self-contained storage batteries or an on-site generator.*
- 2. *With respects to the interior emergency lighting, in accordance with the International Building Code (IBC-2015), section 1006 "Means of Egress Illumination", the egress discharge emergency lighting from a space shall not be less than one foot-candle (11 lux) at the walking surface and a minimum of 0.1 foot-candles measured along the path egress at floor level. In the event of a performance, within the assembly spaces, the foot-candle level can be reduced to not less than 0.2 foot-candles provided that the lighting is automatically brought back to 100% during a fire alarm alert. The exit signs are to be continuously illuminated and connected to the line side of the local lighting circuit.*

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3. *The existing emergency lighting system with the exception of the banquet hall currently does not meet the requirements of life safety 101. Emergency lighting is required throughout the entire facility and needs to maintain a safe lighting source for a minimum of 90 minutes.*
4. *It appears that the existing emergency lighting installed throughout is not connected to the normal lighting circuit protecting the immediate area – the original emergency lighting relays have failed along with the original battery inverters used to protect the common hallways. If the lighting circuit were to fail, the emergency lighting would not automatically come on. The emergency lighting would only operate if the building power were to fail or if the branch circuit to the emergency lighting panel were to fail. In accordance with Life Safety 101, the emergency branch circuit is to energize in the event of a normal lighting failure within the area of protection. Various methods are used to accomplish this – emergency self-contained battery units are installed throughout connected to the line side of the local lighting circuit. Self-contained LED drivers or self-contained emergency ballasts are installed within the light fixtures to illuminate in the event of a power outage.*
5. *The emergency lighting needs to be upgraded throughout the entire facility to meet current code standards.*

E. FIRE/SECURITY ALARM SYSTEM

- a. *The fire alarm system is an addressable style combination fire and security system manufactured by Honeywell Company. The system is located at the vestibule leading to the rear parking area. The majority of the new devices were installed within the function hall. The other system devices located throughout the rest of the building inclusive of the basement area and apartment are at a minimum over twenty years old. These existing devices were migrated into the new system utilizing zone modules.*
- b. *The building is protected by a sprinkler system.*
- c. *The second floor apartment has minimal coverage for a residential use.*

i. RECOMMENDATION

1. *Disconnect and remove the existing fire alarm system in its entirety and install a new addressable system that is compliant with NFPA72-2013 and the 9th Edition Massachusetts State Building Code- Chapter 9 and Town of Leicester Fire Department Standards. This would be inclusive of the commercial and residential applications. The system is required to meet the requirements of Use Group "A-2" and "R-2".*
2. *The system will be comprised of the following:*
 - a. *Upon the activation of a new manual pull station, photo-electric smoke detector, photo-electric duct smoke detector, kitchen hood, the following shall occur:*
 - i. *The exterior beacon will activate and flash.*
 - ii. *All audio-strobes and visual strobes will activate throughout the entire facility inclusive of the apartment which will be equipped with low frequency audio devices rated for 520 hertz.*
 - iii. *All building systems will activate as programmed.*
 - iv. *Device in alarm is displayed on the main FACP LCD Display.*
 - v. *Fire department shall be notified via the U.L. Approved Central Monitoring Station which will contact the Leicester Fire Department within 90 seconds of an alarm condition. The phone number of the U.L. approved central monitoring company shall be clearly labeled within the fire alarm cabinet. Fire department approved digital communicator will activate.*

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3. *Upon the activation of a duct smoke detector or a kitchen hood system, the following shall occur:*
 - a. *All fire alarm visuals within the building of alarm shall be activated.*
 - b. *All fire alarm audio devices within the building shall be activated.*
 - c. *HVAC units shall be shut down as required.*
 - d. *All electrical equipment located below the kitchen hood will automatically turn off.*
 - e. *Fire department shall be notified via the Town of Leicester Fire Department the existing monitoring system currently protecting the building. Trouble and supervisory signals are not to be transmitted to the fire department.*
4. *Install supervised carbon monoxide detectors within the basement, main kitchen area, and second floor apartment.*
5. *Install an exterior beacon on the front of the building in accordance with the Town of Leicester Fire Department requirements. Install a remote exterior fire fighters key box.*
6. *In accordance with 780 CMR 9th Edition Massachusetts State Building Code, a Bidirectional Radio Amplification (BDA) System will be installed where necessary within the building to allow for full emergency responder radio coverage.*

F. WIRING DEVICES

- a. *There are a minimal amount of receptacles installed throughout the building. The receptacles are showing signs of deterioration and in many cases within the basement area and apartment unit they are ungrounded.*
 - i. **RECOMMENDATION**
 1. *Furnish additional commercial grade, 20 ampere rated, ground fault receptacles along the bar area and kitchen area.*
 2. *Furnish additional commercial grade, 20 ampere rated, ground fault receptacles within the basement. In the areas that are open to the environment, the receptacles should have weatherproof in-use covers installed to protect the equipment.*
 3. *Within all common commercial areas and the residential apartment, install new tamper-proof receptacles to meet the requirements of NFPA 70 Article 210 for branch circuit protection.*

G. BRANCH CIRCUIT WIRING

- a. **Basement** - The branch circuit wiring throughout the basement should be disconnected and removed in its entirety and replaced with new. The majority of the wiring consists of ungrounded BX style flex cable, type NM cable and knob-tube style. The knob-tube style cable in some cases still appears to be active. In many cases, the wiring is not properly secured to the building structure and is subject to damage.
- b. **First Floor Level** – If renovations occur, then the branch circuit wiring should be removed and replaced in its entirety to ensure that the cabling is properly grounded, terminated and meets current code standards. Since the majority of the cabling is concealed within the wall structures, it is difficult to assess the overall condition of the cables integrity. The majority of the cable is type NM which was apparent while reviewing the branch circuit panels.

GENERAL RECOMMENDATIONS

Many of the existing systems are inadequate and will require updating and or replacement to meet current codes and standards. The following are recommendations if the facility were to undertake any type of renovation or addition.

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- Replace the electrical service to allow for more capacity, which would incorporate replacing the existing overhead service, the main distribution panel and all associated feeders. The new service panel will need to be located within an area that allows for proper access and clearances. It is highly recommended that the distribution system throughout the building be replaced with new.
- Replace all of the sub-panelboards, fused panels, circuit breakers, and associated feeders.
- Replace all lighting with LED type light fixtures. Incorporate low voltage lighting system to the public space lighting circuits for optimum energy efficiency.
- Replace the fire alarm system with a code compliant addressable ADA system that meets NFPA standards for commercial and residential applications, National Electric Code, Massachusetts State Building Code, and local fire department requirements. Install devices to meet ADA requirements and provide better coverage of the facility.
- Add duplex receptacles and associated wiring throughout the facility to meet current code standards for commercial and residential applications.

End of Electrical Survey Report





Dixon Salo Architects, Inc.
300 Main Street
Worcester, MA 02608

UPGRADE EXISTING CLUBHOUSE							Page 1
HILLCREST COUNTRY CLUB							
325 PLEASANT STREET							
LEICESTER, MA 01524							
9/9/2020							
BASIC BUILDING (PLAIN VANILLA)							
						COST	TOTAL
1	BASEMENT						
	7,360 SF +/- @ 100					736,000	
2	FIRST FLOOR						
	7,360 SF +/- @ 175					1,288,000	
3	SECOND FLOOR						
	2,780 SF +/- @ 75					208,500	
4	SITE WORK						
	PAVING & LANDSCAPING					100,000	
	SUB-TOTAL					\$2,332,500	
	CONTINGENY @ 6%					139,950	
	TOTAL					\$2,472,450	

Dixon Salo Architects, Inc.
 300 Main Street
 Worcester, MA 02608

DEMOLISH EXISTING & BUILD NEW CLUBHOUSE						Page 1	
HILLCREST COUNTRY CLUB							
325 PLEASANT STREET							
LEICESTER, MA 01524							
9/9/2020							
BASIC BUILDING (PLAIN VANILLA)							
						COST	TOTAL
1	DEMOLISH EXISTING CLUBHOUSE						
	LUMP SUM					75,000	
2	BASEMENT	7,500 SF @ 100				750,000	
3	FIRST FLOOR	7,500 SF @ 225				1,687,500	
4	SITE WORK						
	PAVING AND LANDSCAPING					100,000	
	TOTAL					\$2,612,500	

From: [Genereux, David](#)
To: [Bryan Milward](#); [Forsberg, Kristen](#)
Subject: FW: [External] Retention Ponds
Date: Thursday, October 15, 2020 1:39:35 PM
Attachments: [Leicester Rte 9 Plans \(1897\).pdf](#)

From Luke. Email and attachments to go in Board Packet.

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

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

From: Boucher, Luke <lboucher@vhb.com>
Sent: Wednesday, October 14, 2020 2:57 PM
To: Genereux, David <genereuxd@leicesterma.org>
Subject: RE: [External] Retention Ponds

Hi David,

Below is the requested conceptual cost info for Gleason Way. In the process of developing a conceptual construction cost for the Pump Station to Main Street Option, we came across the following interesting information regarding the existing system in Main Street that will likely require further discussion.

Gleason Way Middle Option

Approx. \$550k (\$315k onsite, \$235k offsite). Please note that this cost should be considered conceptual only for planning purposes, as we have not performed any wetland delineation, field survey, or design for this route.

Pump Station to Main Street Option

- We finished looking through the couple hundred pages of record plans that we received from MassDOT for information on the existing Main St drainage system. The few pages with relevant information are very, very old (dated 1897), but these plans indicate that the drainage system on Main Street discharges to the wetland across from Mechanic St (west of Gleason Way and north of Main Street), as indicated in the attached markup. The plans indicate that the pipe runs along the east edge of the #1122 Main St property, a lot that is currently undeveloped and listed for sale. During a site visit today, I was able to visually confirm the existence of a pipe outlet and a channel from the pipe outlet down to the wetland, all located a few hundred feet back from the road. The non-vegetated condition of the channel and trickle of flow from the pipe (following yesterday's storm event) indicate that this may be an active discharge and that the Main Street drainage system could discharge to this location. With your

authorization, I'd like to reach out to Dennis Griffin to see if DPW can open the existing manhole in front of the property to confirm that this is an active connection, consistent with the record plans.

- We did not receive any other record plans that indicate a new drainage system was installed along Route 9, so this is currently our best guess as to where the system discharges.
- If this is the only active drainage line in this portion of Main Street, this would mean:
 - Not as much pipe on Main Street would need to be replaced/upsized to accommodate the additional flow (compared to running it down to the Castle Restaurant); and
 - The pump station option would discharge to essentially the same place as the Gleason Way gravity option (the wetland across from Mechanic St (west of Gleason Way and north of Main Street).

I'm available from 10-11:30am tomorrow morning or any time Friday afternoon if you'd like to discuss over the phone.

Luke Boucher, PE, LEED AP BD+C, ENV SP
Water Resources Project Manager

Licensed in MA

P 617.607.6272
www.vhb.com

From: Genereux, David <genereuxd@leicesterma.org>

Sent: Wednesday, October 7, 2020 10:48 AM

To: Boucher, Luke <boucher@vhb.com>

Subject: RE: [External] Retention Ponds

Hi Luke,

I can't move forward with any amendment until the Board makes a decision on the direction that it wishes to go with. Give me the approximant cost for Gleason Way, and a range for the Pump Station. Hopefully, that will give them the information that they need to make their decision. And of Course, I need you at their meeting on the 19th.

Regards,

David A. Genereux

David A. Genereux
Town Administrator
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Telephone: (508) 892-7000
Fax: (508) 892-7070
Email: genereuxd@leicesterma.org

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

From: Boucher, Luke <lboucher@vhb.com>
Sent: Wednesday, October 7, 2020 10:35 AM
To: Genereux, David <genereuxd@leicesterma.org>
Subject: RE: [External] Retention Ponds

Hi David,

We can provide an approximate cost for the middle Gleason Way option. Would you like us to move forward with the wetland delineation for this area (attached Amendment No. 5_Rev1 for \$6.9k) to confirm we can discharge to this location while staying 100' away from the wetlands?

The total cost of the pump station option will be more difficult to pin down. The attached Amendment No. 6 (for \$19k) includes the preliminary sizing and cost estimating of all of the on-site components/work, but a large portion of the cost could be related to the required upgrades to the Route 9 system. We wouldn't have an idea of the extent of these off-site upgrades unless we went forward with the analysis of the entire system, which would likely take a month to complete. Please let me know if you want us to move forward with only the on-site sizing/cost estimating (Amendment No. 6) or if you'd like us to revise the amendment to include analysis, conceptual design and costs of improvements of the off-site drainage system.

As always, please feel free to call to discuss.

Luke Boucher, PE, LEED AP BD+C, ENV SP
Water Resources Project Manager

Licensed in MA

P 617.607.6272
www.vhb.com

From: Genereux, David <genereuxd@leicesterma.org>
Sent: Tuesday, October 6, 2020 8:27 AM
To: Boucher, Luke <lboucher@vhb.com>
Subject: [External] Retention Ponds

Hi Luke,

After last night, it is clear that we need to get comparable cost estimates on the the 2 remaining options:

1. The pump station
2. Option #3 with the middle drain option into the pond via Gleason Way.

We do not want to go for the southern option on Gleason, as one of the effected property owners has a history of making unreasonable demands for the use or sale of his property.

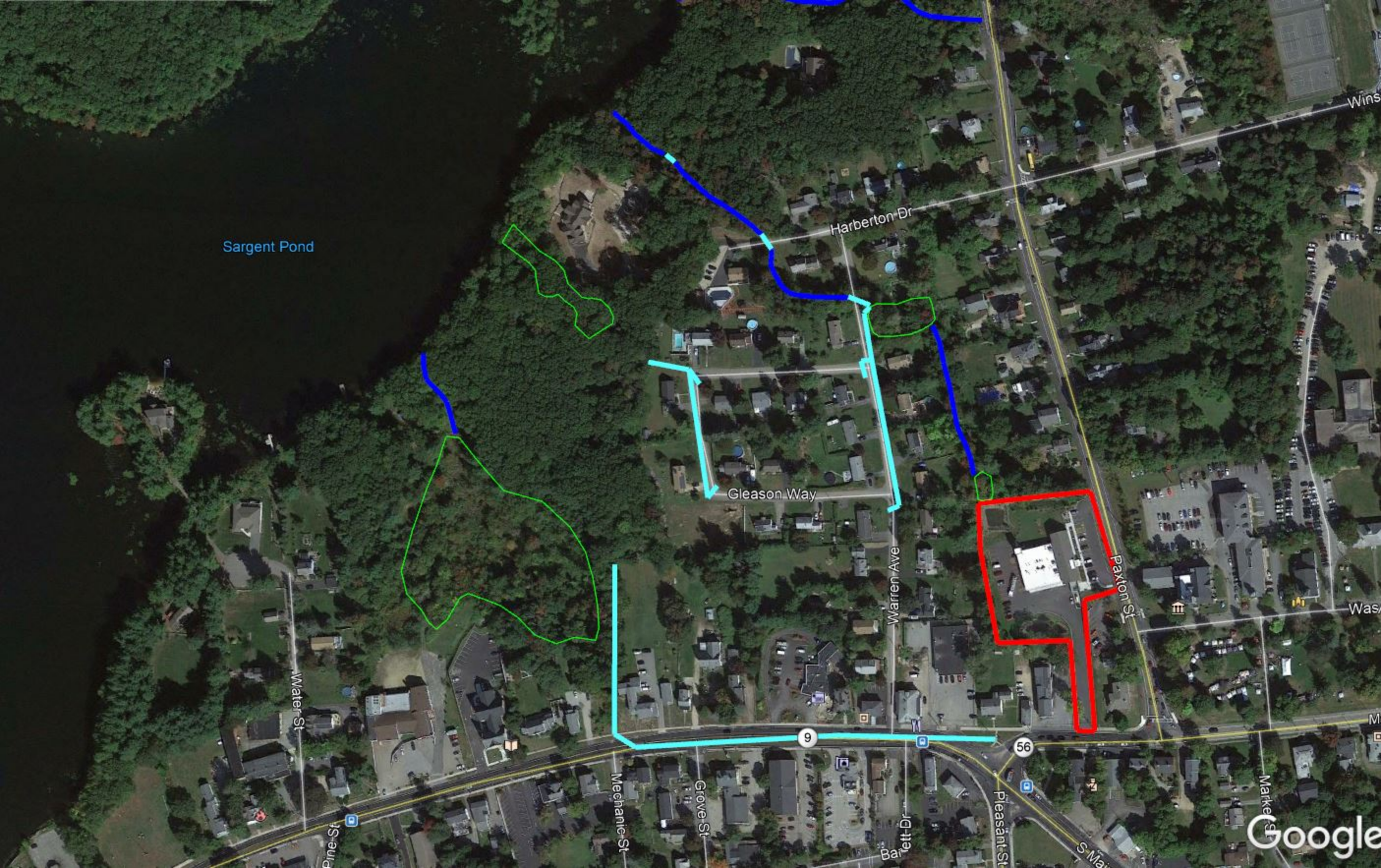
Regards,

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

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

This communication and any attachments to this are confidential and intended only for the recipient(s). Any other use, dissemination, copying, or disclosure of this communication is strictly prohibited. If you have received this communication in error, please notify us and destroy it immediately. Vanasse Hangen Brustlin, Inc. is not responsible for any undetectable alteration, virus, transmission error, conversion, media degradation, software error, or interference with this transmission or attachments to this transmission.
Vanasse Hangen Brustlin, Inc. | info@vhb.com



Sargent Pond

Harberton Dr

Gleason Way

Warren Ave

Paxton St

Water St

Pine St

Mechanic St

Grove St

Barrett Dr

Pleasant St

S Main St

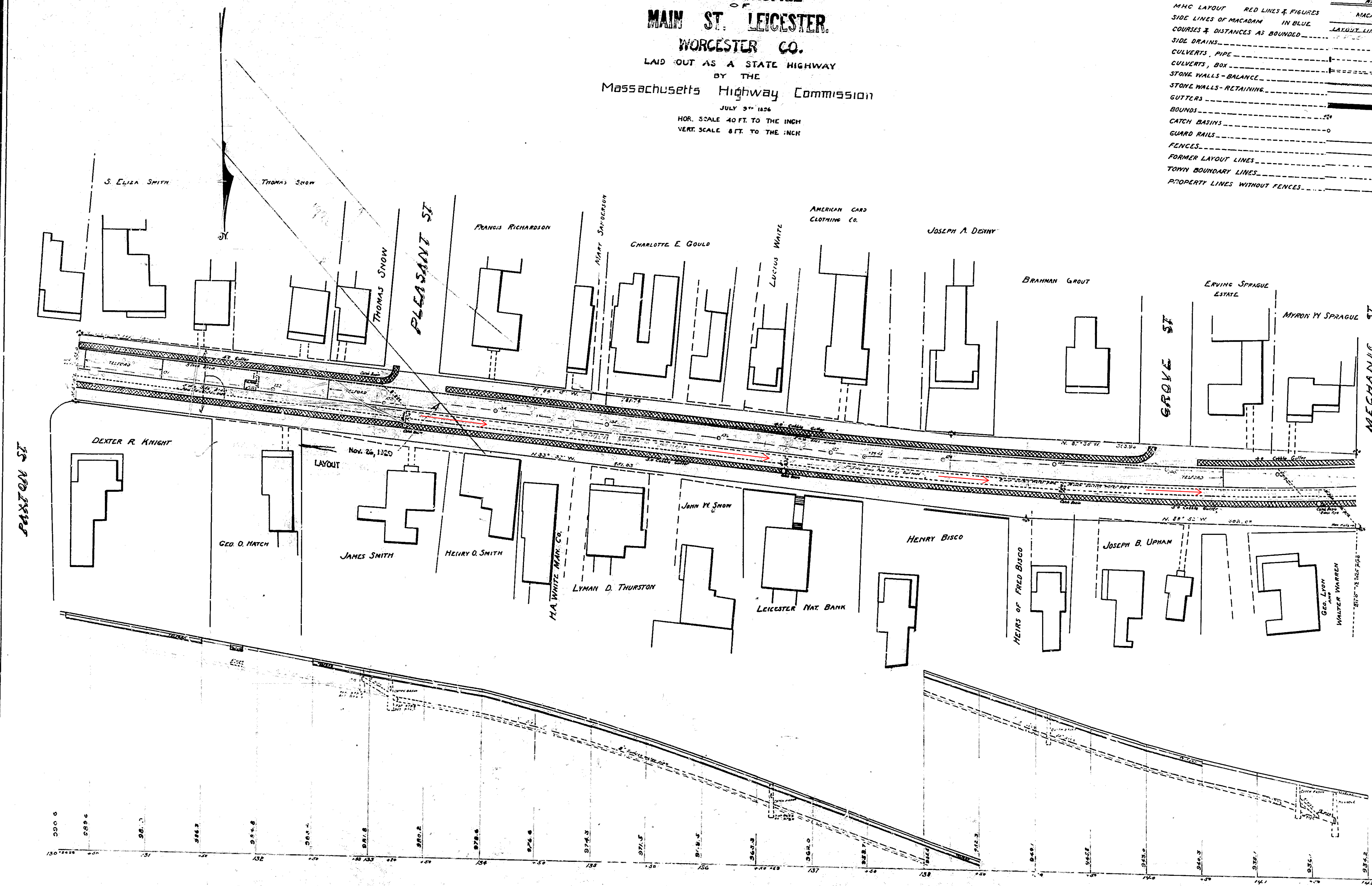
Market St

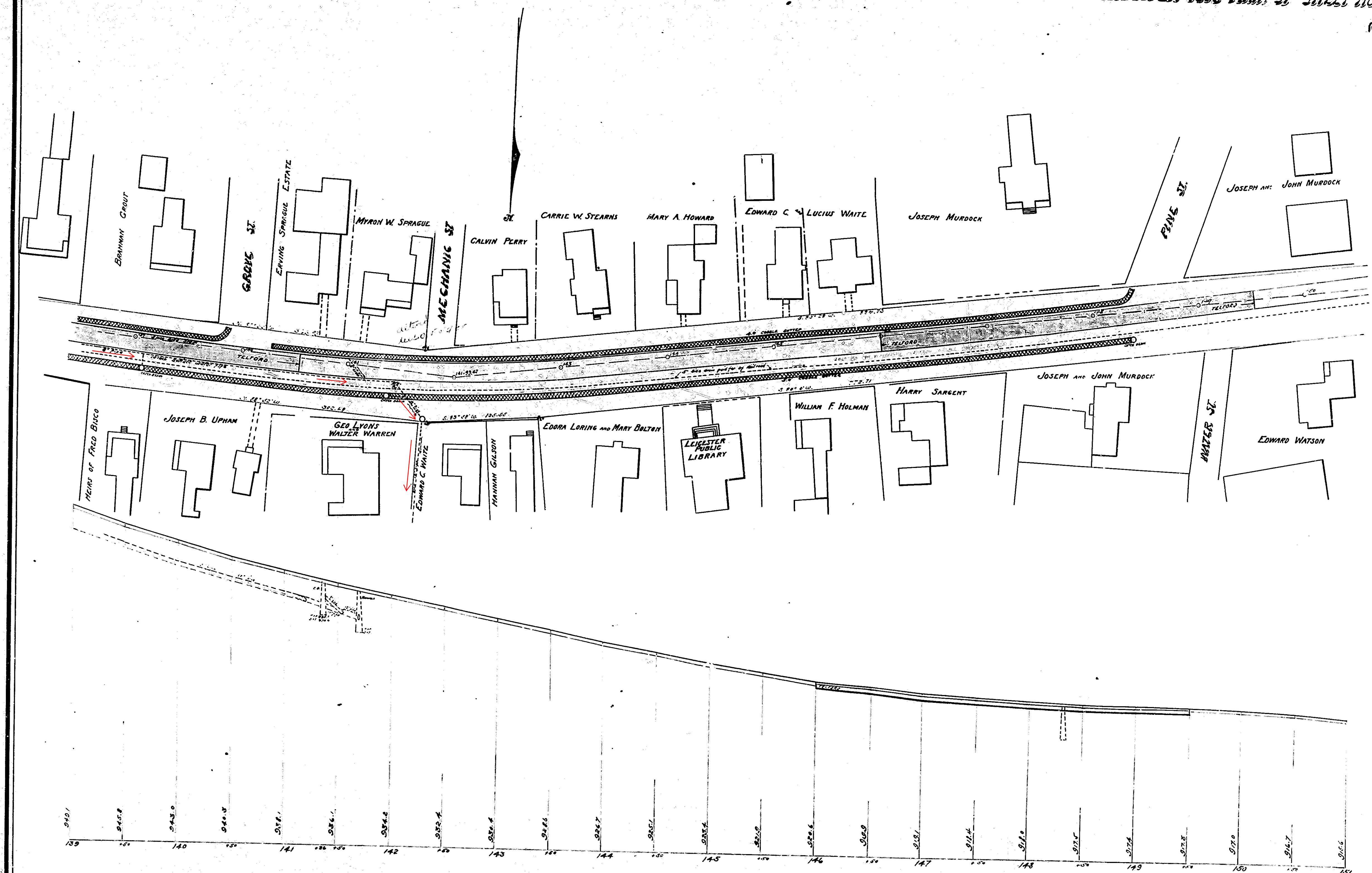
Google

PLAN $\frac{1}{8}$ PROFILE
OF
MAIN ST. LEICESTER.
WORCESTER CO.
LAID OUT AS A STATE HIGHWAY
BY THE
Massachusetts Highway Commission
JULY 3rd 1926
HOR. SCALE 40 FT. TO THE INCH
VERT. SCALE 8 FT. TO THE INCH

CONVENTIONAL SIGNS

MHC LAYOUT	RED LINES & FIGURES	LAYOUT LINE
SIDE LINES OF MACADAM	IN BLUE	MACADAM
COURSES & DISTANCES AS BOUNDED		LAYOUT LINE
SIDE DRAINS		
CULVERTS, PIPE		
CULVERTS, BOX		
STONE WALLS - BALANCE		
STONE WALLS - RETAINING		
GUTTERS		
BOUNDS		
CATCH BASINS		
GUARD RAILS		
FENCES		
FORMER LAYOUT LINES		
TOWN BOUNDARY LINES		
PROPERTY LINES WITHOUT FENCES		





Lease Agreement
Leicester Little League Inc.

Note: This Lease hereby supersedes and replaces the lease agreement dated July 27th, 2014 by mutual agreement between the Town and the Leicester Little League, Inc. ~~(attached)~~.

Lease made this ____`day of ____, 2020 between the Town of Leicester, by its Select Board, herein referred to as "LESSOR"; and Leicester Little League, Inc., operating at 90 South Main Street, herein referred to as "LESSEE".

This agreement recognizes Leicester Girls Softball as a second lessee, hereinafter referred to as LESSEE #2 for this contract, and requires LESSEE #2 to be a signatory upon this contract for terms of this contract that are of mutual interest.

WHEREAS, LESSOR, ~~subject to a previous Lease between LESSOR and Becker College dated May 30, 2002,~~ owns the premises hereinafter described being a part of the premises known as 90 South Main Street, Leicester, Massachusetts, described in a deed to LESSOR dated May 12, 2002, and recorded at Worcester District Registry of Deed Book 26681, Page 106; and

WHEREAS, LESSEE is desirous of leasing said premises for the purpose of conducting its Little League and youth baseball programs.

NOW, THEREFORE, the parties agree as follows:

1.) DESCRIPTION OF PREMISES

LESSOR leases to LESSEE for their use in its Little League and other youth baseball programs in accordance with all applicable laws and regulations the land located in the Town of Leicester, County of Worcester, Commonwealth of Massachusetts, and more particularly described as follows:

A parcel of land with improvements thereon, identified on Assessor's maps as the rear of Parcel ID #21 A3 0, including but not limited to three (3) baseball fields, consisting of approximately 191,490 square feet, with-and related structures including a field house~~snack stand~~ and press box, dugouts, playground, bleachers, pitching and batting cages, and lights for one field, all such locations are shown on documents~~sketch~~ attached hereto and herein referred to as "Premises"; and

Together with the right in common with others to use the "Common Area" and bathrooms as shown on said sketch for parking, field access and other uses associated with and related to LESSEE's use of the Premises.

It is hereby further agreed the LESSEE will have exclusive care, control and responsibility for the maintenance of the portion of the field house building that is used a "snack shack", while the bathroom will be a shared responsibility of LESSEE and LESSEE #2.

Through mutual agreement, the LESSEE hereby agrees that this lease does not include the softball field, with related structures, identified on the documents~~sketch~~ attached hereto, which is under

agreement with ~~LESSEE #2 Leicester Girls Softball~~, and is not available for use by LESSEE without express written consent by same.

LESSEE acknowledges that Becker College has a preexisting right, via separate lease, to use the softball field, common and parking areas.

2.) TERM

The term of this Lease shall commence on ____, 2020, and end on November 1st 26, 2024, 2030 at 11:59A.M. or sooner as provided herein, at ~~an~~ the annual lease payment rental of ONE AND 00/100 DOLLARS (\$1.00), said payment to be rent payable in full at the start of this Lease. All payments shall be made to LESSOR at the address specified in Section 132 of this Contract.

3.) IMPROVEMENTS

It is anticipated LESSEE may will from time to time, make various improvements and/or alterations to the Premises including but not limited to what to the following to as may be required for the Premises to comply with the requirements of official play as defined by various organizations or associations LESSEE may in its sole discretion associate with or join, or any other improvements that the LESSEE may deem as required.

Improvements made to areas on the premises controlled by the LESSEE through this agreement shall be made at the LESSEE's sole expense. Improvements made to common areas of the property, or improvements deemed to be of mutual interest shall be made with the agreement and consent of LESSEE #2. Determination of cost sharing of the improvements are to be negotiated and agreed upon between the parties in advance of approval being sought from the LESSOR.

4.) NO ALTERNATIONS WITHOUT APPROVAL

LESSEE shall make no alterations to the Premises without first obtaining the prior written approval of LESSOR, which approval shall not be unreasonably withheld ~~and in the case of the improvements listed in SECTION THREE hereof shall be approved~~ unless there is compelling reason against said approval , and all necessary governmental authorizations. Alterations shall be in accordance with the approval as obtained from LESSOR and further shall be performed in a workmanlike manner.

All alterations, additions, and improvements on or in the Premises at the commencement of this Lease are part of the demised premises and the sole property of LESSOR to be adequately insured by LESSOR.

All alterations, additions, and improvements on or in the Premises that may be erected or installed during the term of this Lease including but limited to field lights and new concession shack shall together with all trade fixtures remain the property of the LESSEE.

LESSEE agrees to make all repairs including ordinary maintenance during the Season to maintain all alterations, additions, and improvements in good adequate working condition.

LESSOR shall not without prior written permission of LESSEE at any time alter or remove any improvements made to the Premises by LESSEE.

5.) LESSOR USE OF PREMISES

From time to time LESSOR may desire the Premises for other use. In the event this should occur LESSOR shall present such alternative use to LESSEE for approval and conditions which approval and conditions shall not be unreasonably withheld, having in mind however LESSEE's expectation for continued use and maintenance of the Premises as provided in this Lease.

6.) WASTE, DAMAGE, AND/OR INJURY

LESSEE shall use all reasonable precautions to prevent waste, damage, or injury to the Premises including buildings, parking lot, and land and further shall keep the Premises, to include but not necessarily limited to the parking lot, free from debris, litter and/or other objectionable materials.

LESSOR shall use all reasonable precautions to prevent waste, damage, or injury to the Premises including buildings, parking lot, and land and further shall keep the Premises, to include but not necessarily limited to the parking lot, free from debris, litter and/or other objectionable materials which may result to the Premises from other persons or entities not at the Premises by invitation of LESSEE.

7.) UTILITIES/PAYMENTS TO LESSEE

LESSEE shall make in its own name all applications and connections for necessary utility services to the Premises and shall be solely liable for all utility charges as they become due, including those for gas, oil, electricity, and telephone service.

LESSEE #2 recognizes that existing utilities charges on premises are currently the responsibility of LESSEE and through this agreement, agrees to be responsible for twenty-five percent (25%) of all existing annual utility charges; said charges to be paid for in a single payment to LESSEE at a schedule to be determined by the parties. The charges for these services shall include water, sewer, gas, oil, electricity, and telephone service, if applicable. LESSEE shall provide copies of all paid bills to LESSEE#2 as part of the annual billing process. LESSOR shall retain the right to mediate any billing disputes between the parties. The first-year charge shall be for utilities costs effective the date of this agreement through the end period determined by the parties.

Should LESSEE #2 request and be authorized by LESSOR to make any new applications or connections for additional utility services to the Premises, separate from LESSEE, LESSEE #2 shall be solely liable for all utility charges associated with said services.

8.) INSURANCE

LESSEE shall at all times maintain a policy of comprehensive general liability insurance for activities on the Premises for an amount of not less than \$1,000,000.00 per incident and \$2,000,000.00 in the aggregate. Said policy shall name LESSOR as an additional insured. A copy of a current policy with proof of the paid premium shall be provided and updated to LESSOR at least annually.

LESSEE shall maintain fire and extended coverage insurance for his buildings, signs, improvements, and contents of the leased Premises. Said policy shall name LESSOR as an additional insured.

LESSOR shall maintain appropriate insurance policies to fully insure all improvements to the Premises. Said policy shall name the LESSEE as an additional insured.

LESSEE agrees to indemnify and hold harmless LESSOR from any claim or claims arising from the LESSEE'S use of the Premises.

9.) LESSOR ENTERING PREMISES

LESSEE shall permit LESSOR or his agents to enter the Premises during normal business hours to inspect the Premises in order to ensure compliance with the provisions of this Lease.

10.) ENJOYMENT OF USE

Subject to the preexisting rights of Becker College and the approved use of the LESSOR under Section Five, LESSEE shall at all times during the term of this Lease enjoy use of the Premises without interference from LESSOR or any other person or entity.

11.) BECKER

LESSOR may include LESSEE in all conferences, discussions, and any other communications with Becker College regarding use and scheduling of the Premises and/or Common Areas.

12.) USE BY OTHER ORGANIZATIONS

LESSEE shall be allowed by LESSOR to have the premises used by other organizations for baseball games and associated activities. LESSOR is to be furnished with an insurance certificate naming LESSOR as an additional insured in advance of use of premises by any organization. In the case of regular use by another organization, said insurance certificate is to be updated annually, before the first use of the premises by said organization.

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~~12.)~~ 13.) NOTICES

All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

For the Town of Leicester:

For the Leicester Little League:

Town Administrator
3 Washburn Square
Leicester, MA 01524

[Organization shall provide the Town
with the current address of its league
representative for this document]

~~13.)~~14.) ASSIGNMENT OF RIGHTS

LESSEE shall neither sublet nor otherwise assign any of its rights under this Lease without the prior written approval of LESSOR, which consent shall not be unreasonably withheld.

~~14.)~~15.) TERMINATION OF LEASE

LESSOR may terminate this lease for cause. Cause shall be defined as abandonment, failure to maintain the facility, creating a hazard or a violation of law. LESSEE shall be given notice and thirty (30) days to cure any violation. If after thirty days the violation has not been cured, the LESSEE may request a hearing with ~~the Board of Selectmen~~ (LESSOR) to show cause as to why the lease should not be terminated.

LESSEE may terminate the lease for any reasons upon six (6) months' notice.

~~15.)~~16.) REMOVAL OF IMPROVEMENTS

LESSEE shall, on the last day of the term or any renewal hereof, or on the earlier termination and/or forfeiture of this Lease, peaceably and quietly surrender and deliver free of all sub-tenancies, to LESSOR or his authorized agents the Premises including all improvements existent on the Premises at the time of execution of this lease.

LESSEE shall have the right in its sole discretion to remove any and/or all buildings, additions, and improvements constructed or placed thereon by LESSEE after the date of execution of this lease. LESSOR, in its sole discretion, shall have the right to negotiate a purchase price of said improvements with LESSEE.

Subject to the above the Premises are to be all in good, broom-clean condition and repair, reasonable wear and tear expected. Said property is to be free of all liens or other encumbrances that may have attached as a result of LESSEE's actions or inactions.

Any buildings, trade fixtures and/or other personal property belonging to LESSEE, if not removed at the termination for whatever reason of this lease or any renewal shall be deemed abandoned and become the property of LESSOR without any payment or offset therefor. Nor shall there be any charge to LESSEE in the event LESSOR shall elect to remove such items.

~~16.)~~17.) LEASE CHANGE/TERMINATION

This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms

and conditions hereof apply to and are binding on the heirs, legal representatives, successor, and assigns of both LESSOR and LESSEE.

IN WITNESS WHEREOF the said LESSOR and the said LESSEE, the representatives of each having been duly authorized, have hereunto set their hands and seals the day and year first above written. This lease has been executed in two (2) counterparts each of which shall be considered an original.

LESSOR:

Inhabitants of Town of Leicester, Massachusetts, by its Select Board:

LESSEE:

Leicester Little League, Inc., by:

Printed Name and Title of the Above

LESSEE#2:
Leicester Girls Softball, by:

Printed Name and Title of the Above

Lease Agreement
Leicester Girls Softball

Lease made this ____ day of ____, 2020 between the Town of Leicester, by its Select Board, herein referred to as "LESSOR"; and Leicester Girls Softball, operating at 90 South Main Street, herein referred to as "LESSEE".

This agreement recognizes Leicester Little League Inc. as a second lessee, hereinafter referred to as LESSEE #2 for this contract, and requires LESSEE #2 to be a signatory upon this contract for terms of this contract that are of mutual interest.

WHEREAS, LESSOR, ~~subject to a previous Lease between LESSOR and Becker College dated May 30, 2002,~~ owns the premises hereinafter described being a part of the premises known as 90 South Main Street, Leicester, Massachusetts, described in a deed to LESSOR dated May 12, 2002, and recorded at Worcester District Registry of Deed Book 26681, Page 106; and

WHEREAS, LESSEE is desirous of leasing said premises for the purpose of conducting its Girls Softball program.

NOW, THEREFORE, the parties agree as follows:

1.) DESCRIPTION OF PREMISES

LESSOR leases to LESSEE for their use in its Girls Softball and other youth softball programs in accordance with all applicable laws and regulations the land located in the Town of Leicester, County of Worcester, Commonwealth of Massachusetts, and more particularly described as follows:

A parcel of land with improvements thereon, identified on Assessor's maps as the rear of Parcel ID #21 A3 0, including but not limited to one (1) softball field, consisting of approximately 80,533 square feet, with and related structures, including ~~the~~ dugouts, bleachers, batting cage, and scoreboard, associated with that field; as shown on documents ~~the sketch~~ attached hereto and herein referred to as the "Premises"; and

Together with the right in common with others to use the "Common Area" and bathrooms as shown on said sketch for parking, field access and other uses associated with and related to LESSEE's use of the Premises.

It is hereby further agreed the LESSEE #2 will have exclusive care, control and responsibility for the maintenance of the portion of the field house building that is used a "snack shack", while the bathroom will be a shared responsibility of LESSEE and LESSEE #2.

Through mutual agreement, the LESSEE hereby agrees that this lease does not include the three baseball fields, with related structures, identified on the documents ~~sketch~~ attached hereto, which are ~~is~~ under agreement with Leicester Little League, Inc. (identified as Lessee #2 in this agreement LESSEE #2) and are ~~is~~ not available for use by LESSEE without express written consent by same.

LESSEE acknowledges that Becker College has a preexisting right, via separate lease to use the premises ~~field~~, and the common and parking areas.

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2.) TERM

The term of this Lease shall commence on _____, 2020, and end on ~~November 1, 2030~~ July 26, 2024, at 11:59 A.M. or sooner as provided herein, at ~~an~~ the annual ~~lease payment~~ rental of ONE AND 00/100 DOLLARS (\$1.00), said ~~payment to be payent~~ payable in full at the start of this Lease. All payments shall be made to LESSOR at the address specified in Section 132 of this Contract.

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3.) IMPROVEMENTS

It is anticipated LESSEE ~~may, from time to time, will consider~~ making various improvements and/or alterations to the Premises including but not limited to ~~whatas~~ may be required for the Premises to comply with the requirements of official play as defined by various organizations or associations LESSEE may in its sole discretion associate with or join, ~~or any other improvements that the LESSEE may determine as required.~~

Improvements made to areas on the premises controlled by the LESSEE through this agreement shall be made at the LESSEE's sole expense. Improvements made to the common areas of the property, or improvements deemed to be of mutual interest shall be made with the agreement and consent of LESSEE #2. Determination of cost sharing of the improvements are to be negotiated and agreed upon between the parties in advance of approval being sought from the LESSOR.

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4.) NO ALTERATIONS WITHOUT APPROVAL

LESSEE shall make no alterations to the Premises without first obtaining the prior written approval of LESSOR, which approval shall not be unreasonably ~~withheld and in the case of the improvements listed in SECTION THREE hereof shall be approved~~ withheld unless there is compelling reason against said approval, ~~and all necessary governmental authorizations.~~ Alterations shall be in accordance with the approval as obtained from LESSOR and further shall be performed in a workmanlike manner.

All alterations, additions, and improvements on or in the Premises at the commencement of this Lease are part of the demised premises and the sole property of LESSOR to be adequately insured by LESSOR.

All alterations, additions, and improvements on or in the Premises that may be erected or installed during the term of this Lease including but limited to the anticipated field lights and new concession shack shall together with all trade fixtures remain the property of the LESSEE.

LESSEE agrees to make all repairs including ordinary maintenance during the Season to maintain all alterations, additions, and improvements in good adequate working condition.

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LESSOR shall not without prior written permission of LESSEE at any time alter or remove any improvements made to the Premises by LESSEE.

5.) LESSOR USE OF PREMISES

From time to time LESSOR may desire the Premises for other use. In the event this should occur LESSOR shall present such alternative use to LESSEE for approval and conditions which approval and conditions shall not be unreasonably withheld, having in mind however LESSEE's expectation for continued use and maintenance of the Premises as provided in this Lease.

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6.) WASTE, DAMAGE, AND/OR INJURY

LESSEE shall use all reasonable precautions to prevent waste, damage, or injury to the Premises including buildings, parking lot, and land and further shall keep the Premises, to include but not necessarily limited to the parking lot, free from debris, litter and/or other objectionable materials.

LESSOR shall use all reasonable precautions to prevent waste, damage, or injury to the Premises including buildings, parking lot, and land and further shall keep the Premises, to include but not necessarily limited to the parking lot, free from debris, litter and/or other objectionable materials which may result to the Premises from other persons or entities not at the Premises by invitation of LESSEE.

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7.) UTILITIES/PAYMENT TO LESSEE #2

LESSEE recognizes that existing utilities charges on premises are currently the responsibility of LESSEE #2 and through this agreement, agrees to be responsible for twenty-five percent (25%) of all existing annual utility charges; said charges to be paid for in a single payment to Lessee #2, at a schedule to be determined by the parties. The charges for these services shall include water, sewer, gas, oil, electricity, and telephone service, if applicable. LESSEE shall provide copies of all paid bills to LESSEE#2 as part of the annual billing process. LESSOR shall retain the right to mediate any billing disputes between the parties. The first-year charge shall be for utilities costs effective the date of this agreement through the end period determined by the parties.

Should LESSEE request and be authorized by LESSOR to make any new applications or connections for additional utility services to the Premises, separate from LESSEE#2, LESSEE shall be solely liable for all utility charges associated with said services.

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8.) INSURANCE

LESSEE shall at all times maintain a policy of comprehensive general liability insurance for activities on the Premises for an amount of not less than \$1,000,000.00 per incident and \$2,000,000.00 in the aggregate. Said policy shall name LESSOR as an additional insured. A copy of a current policy with proof of the paid premium shall be provided and updated to LESSOR at least annually.

LESSEE shall maintain fire and extended coverage insurance for his buildings, signs, improvements, and contents of the leased Premises. Said policy shall name LESSOR as an additional insured.

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LESSOR shall maintain appropriate insurance policies to fully insure all improvements to the Premises. Said policy shall name the LESSEE as an additional insured.

LESSEE agrees to indemnify and hold harmless LESSOR from any claim or claims arising from the LESSEE'S use of the Premises.

9.) LESSOR ENTERING PREMISES

LESSEE shall permit LESSOR or his agents to enter the Premises during normal business hours to inspect the Premises in order to ensure compliance with the provisions of this Lease.

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10.) ENJOYMENT OF USE

Subject to the preexisting rights of Becker College and the approved use of the LESSOR under Section Five, LESSEE shall, at all times during the term of this Lease enjoy use of the Premises without interference from LESSOR or any other person or entity.

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11.) BECKER

LESSOR may include LESSEE in all conferences, discussions, and any other communications with Becker College regarding use and scheduling of the Premises and/or Common Areas.

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12.) USE BY OTHER ORGANIZATIONS

LESSEE shall be allowed by LESSOR to have the premises used by other organizations for baseball games and associated activities. LESSOR is to be furnished with an insurance certificate naming LESSOR as an additional insured in advance of use of premises by any organization. In the case of regular use by another organization, said insurance certificate is to be updated annually, before the first use of the premises by said organization.

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13.) NOTICES

All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

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For the Town of Leicester:

Town Administrator
3 Washburn Square
Leicester, MA 01524

For the Leicester Girls Softball:

[Organization shall provide the Town
with the current address of its league
representative for this document]

143.) ASSIGNMENT OF RIGHTS

LESSEE shall neither sublet nor otherwise assign any of its rights under this Lease without the prior written approval of LESSOR, which consent shall not be unreasonably withheld.

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154.) TERMINATION OF LEASE

LESSOR may terminate this lease for cause. Cause shall be defined as abandonment, failure to maintain the facility, creating a hazard or a violation of law. LESSEE shall be given notice and thirty (30) days to cure any violation. If after thirty days the violation has not been cured, the LESSEE may request a hearing with the Board of Selectmen (LESSOR) to show cause as to why the lease should not be terminated.

LESSEE may terminate the lease for any reasons upon six (6) months' notice.

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165.) REMOVAL OF IMPROVEMENTS

LESSEE shall, on the last day of the term or any renewal hereof, or on the earlier termination and/or forfeiture of this Lease, peaceably and quietly surrender and deliver free of all sub-tenancies, to LESSOR or his authorized agents the Premises including all improvements existent on the Premises at the time of execution of this lease.

LESSEE shall have the right in its sole discretion to remove any and/or all buildings, additions, and improvements constructed or placed thereon by LESSEE after the date of execution of this lease. LESSOR, in its sole discretion, shall have the right to negotiate a purchase price of said improvements with LESSEE.

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Subject to the above the Premises are to be all in good, broom-clean condition and repair, reasonable wear and tear expected. Said property is to be free of all liens or other encumbrances that may have attached as a result of LESSEE's actions or inactions.

Any buildings, trade fixtures and/or other personal property belonging to LESSEE, if not removed at the termination for whatever reason of this lease or any renewal shall be deemed abandoned and become the property of LESSOR without any payment or offset therefor. Nor shall there be any charge to LESSEE in the event LESSOR shall elect to remove such items.

176.) LEASE CHANGE/TERMINATION

This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successor, and assigns of both LESSOR and LESSEE.

IN WITNESS WHEREOF the said LESSOR and the said LESSEE, the representatives of each having been duly authorized, have hereunto set their hands and seals the day and year first above written. This lease has been executed in two (2) counterparts each of which shall be considered an original.

LESSOR:

Inhabitants of Town of Leicester, Massachusetts, by its Select Board:

LESSEE:

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Leicester Girls Softball, by:

Printed Name and Title of the Above

LESSEE#2:

Leicester Little League, Inc. by:

Printed Name and Title of the Above

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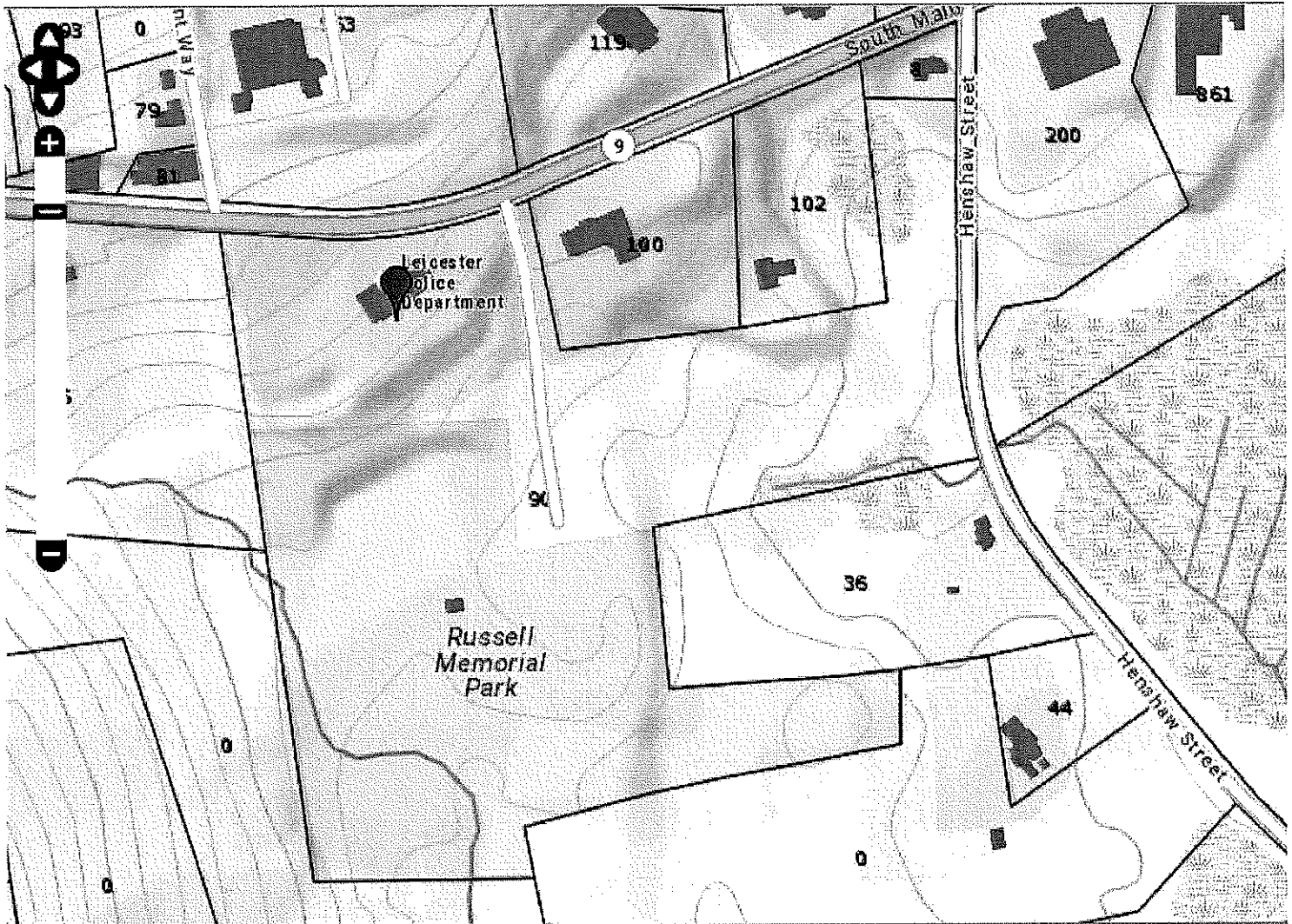
MuniMapper: Leicester, MA

[Town of Leicester Web Site](#)

[Disclaimer](#)



90 south main street, leiceste



0 m

Unofficial Property Record Card - Leicester, MA

General Property Data

Parcel ID 21 A3 0
 Prior Parcel ID --
 Property Owner TOWN OF LEICESTER
 TOWN HALL
 Mailing Address 3 WASHBURN SQUARE

City LEICESTER
 Mailing State MA Zip 01524
 ParcelZoning B

Account Number
 Property Location 90 92 SOUTH MAIN ST
 Property Use IMPR MN SAF
 Most Recent Sale Date 5/30/2002
 Legal Reference 26681-106
 Grantor BECKER COLLEGE
 Sale Price 390,000
 Land Area 15.080 acres

Current Property Assessment

Card 1 Value Building Value 2,782,800

Xtra Features Value 18,000

Land Value 99,400

Total Value 2,900,200

Building Description

Building Style GOVT BLDG
 # of Living Units 1
 Year Built 2005
 Building Grade GOOD
 Building Condition Good
 Finished Area (SF) 9221
 Number Rooms 0
 # of 3/4 Baths 0

Foundation Type CONCRETE
 Frame Type STEEL
 Roof Structure GABLE
 Roof Cover ASPHALT SH
 Siding VINYL
 Interior Walls DRYWALL
 # of Bedrooms 0
 # of 1/2 Baths 4

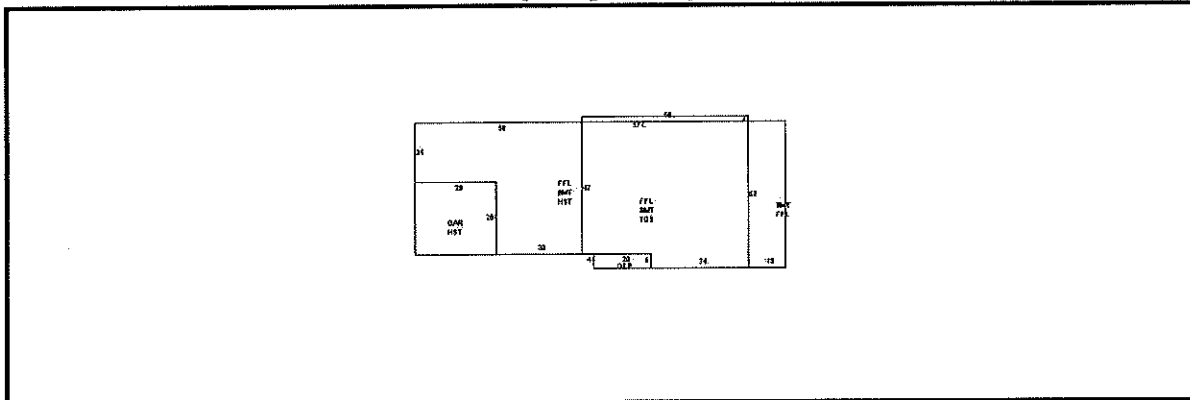
Flooring Type ASPHL TILE
 Basement Floor CONCRETE
 Heating Type FORCED H/A
 Heating Fuel GAS
 Air Conditioning 100%
 # of Bsmt Garages 1
 # of Full Baths 2
 # of Other Fixtures 9

Legal Description

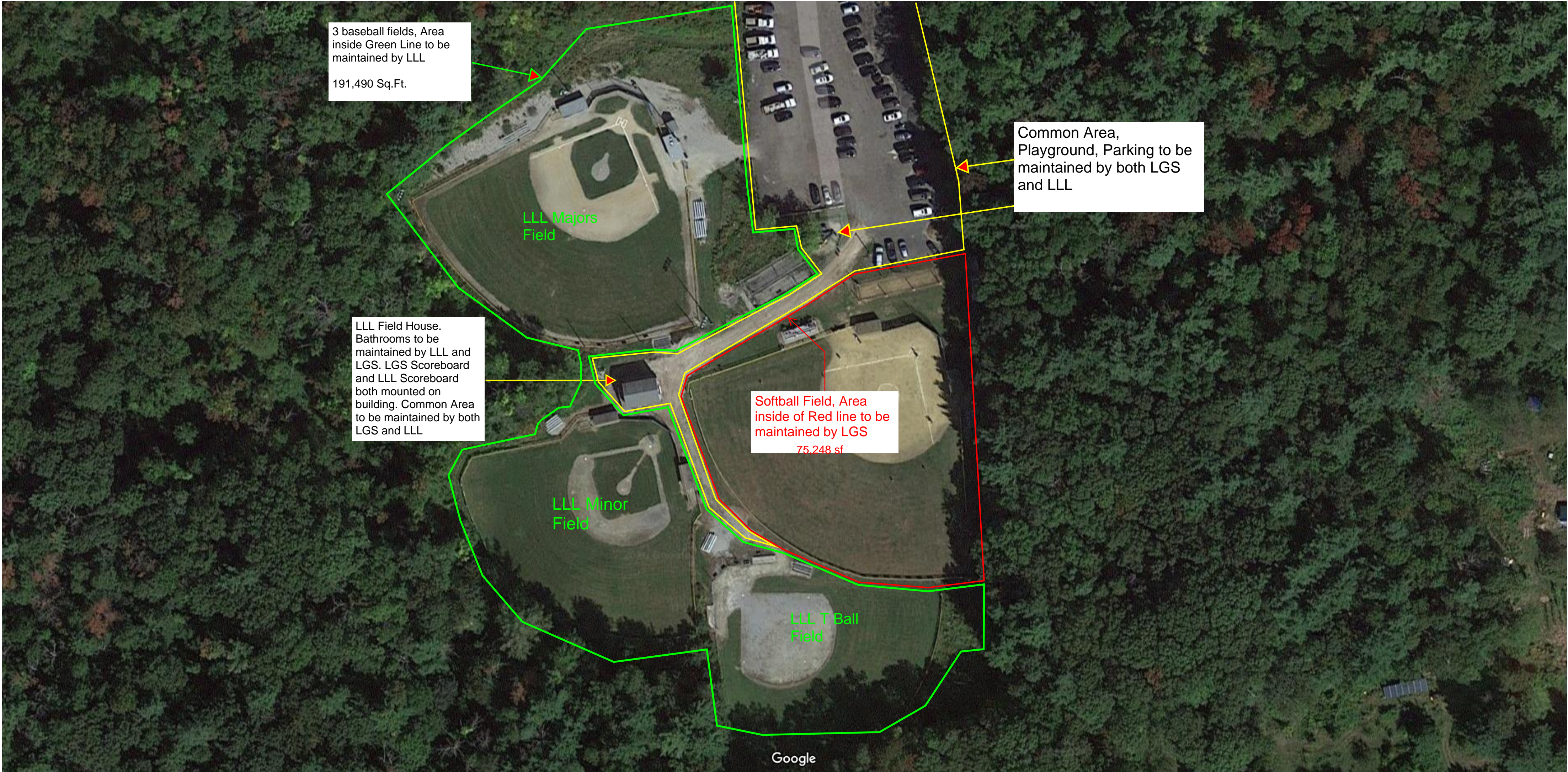
Narrative Description of Property

This property contains 15.080 acres of land mainly classified as IMPR MN SAF with a(n) GOVT BLDG style building, built about 2005 , having VINYL exterior and ASPHALT SH roof cover, with 1 unit(s), 0 room(s), 0 bedroom(s), 2 bath(s), 4 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.



3 baseball fields, Area
inside Green Line to be
maintained by LLL
191,490 Sq.Ft.

LLL Field House.
Bathrooms to be
maintained by LLL and
LGS. LGS Scoreboard
and LLL Scoreboard
both mounted on
building. Common Area
to be maintained by both
LGS and LLL

Common Area,
Playground, Parking to be
maintained by both LGS
and LLL

Softball Field, Area
inside of Red line to be
maintained by LGS
75,248 sf



Town of Leicester
OFFICE OF THE TOWN ADMINISTRATOR

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

October 15, 2020

TO: SELECT BOARD

**FROM: KRISTEN L. FORSBERG,
ASSISTANT TOWN ADMINISTRATOR**

SUBJECT: Fire & EMS Management Study

The Board has discussed conducting an internal Fire & EMS Management Study to look at future management structure options for the departments. It is recommended that the following individuals be appointed to serve on this study committee:

1. David Genereux, Town Administrator
2. Kristen Forsberg, Assistant Town Administrator
3. Herb Duggan Jr., Select Board
4. John Shocik, Select Board
5. Matt Tebo, Assistant Fire Chief
6. Ryan Plante, Firefighter's Association
7. Mike Franklin, EMS Coordinator
8. Donald Berube, Former Deputy Fire Chief
9. Ken Antanavica, Police Chief

Please contact me with any questions.



Michael J.
Silva

Construction Supervisor



Town of Leicester

3 Washburn Square

Leicester, MA 01524

DEAR TOWN OF LEICESTER,

I was very excited to see an opening for the building inspector job on the Massachusetts Municipal Association's website and would like to apply for the position as I am currently looking to pursue a career as a Building Inspector. My experience and skill sets make me a great candidate for the job. My excellent management, communication, computer skills, and ability to work well with others in a team environment will help me succeed in the position and make me a great addition to the town's staff.

My fourteen plus years of holding a MA Construction Supervisor License and more than that of direct construction supervision and my ability to meet the state certification requirements well within the 12-month period makes me qualified for this position. I will be sending my application for Examination Approval to The Building Official Certification Committee soon. My extensive knowledge of the quality and strength of building materials and accepted requirements for all parts of building construction that I have obtained through work experience also makes me qualified for this job and state certification.

What my resume does not tell about me is my positive, professional hard working demeanor. I feel these qualities are important to always have when dealing with clients, co-workers, and residents.

I have attached my license credentials along with my resume with greater details on my background and what I have to offer. I would like to thank you for your time and considering me for this position. Please feel free to contact me anytime if you have any questions. I am available to meet with you to discuss this position and my application in more details. I look forward to talking with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael J. Silva'.

Michael J. Silva

MICHAEL J. SILVA

My career objective is to become an Inspector of Buildings/Building Commissioner in the state of Massachusetts. Through my work experience I have obtained an extensive knowledge of the quality and strength of building materials and accepted requirements for all parts of building construction. This knowledge and experience makes me qualified for state certification.

EXPERIENCE

DATES FROM JUNE 2011-- TO PRESENT

PRESIDENT, MJS BUILDING AND REMODELING CORP.

- Meet with customers to estimate jobs
- Create detailed proposals and contracts and meet clients to sign them and applicable building permit applications
- Obtain building permits and create all construction documents for clients and submittal to local building departments including experience with online permit portals
- Responsible for scheduling all building inspections and being onsite for them
- Responsible for making all decisions about construction and materials used to ensure conformity to the state building code and all local and state laws for all projects
- Hire, supervise, and work simultaneously with multiple subcontractors to make decisions and ensure all work is done with quality and within accepted requirements of all parts of the state building code including but not limited to foundations, framing, plumbing, electric, fire prevention, insulation and mechanical
- Work onsite daily doing hands-on carpentry work from frame to finish to prepare projects for subcontractors
- Read and interpret blueprints to ensure all site work including septic plan, utilities, final grades, and conservation requirements are done according to plan
- Responsible for tracking project costs and performing accounting duties

DATES FROM APRIL 2005 TO JUNE 2011

VICE-PRESIDENT, J & M HOMES, LLC.

- Responsible for all aspects of developing land and construction of new homes
- Responsible for renovations to multiple buildings
- Obtain building permits
- Responsible person for conformity to conservation commission
- Responsible for scheduling all building inspections and being onsite for them
- Responsible for making all decisions about construction and materials used to ensure conformity to the state building code and all local and state laws for all projects
- Supervise and work simultaneously with multiple subcontractors to ensure all work is done with quality and within accepted requirements of all parts of the state building code
- Read and interpret blueprints to ensure all site work including septic plan, utilities, final grades, and conservation requirements done according to plan

EDUCATION

BRYANT UNIVERSITY

BACHELOR'S DEGREE ACCOUNTING INFORMATION SYSTEMS

SKILLS

- Excellent ability to read and interpret blueprints and plans
- Concise written and oral communication skills
- Accomplished management skills
- Ability to work in detail and time effective manner
- Proficient in Microsoft Office, Excel, Access, and PowerPoint
- Daily experience with multi-tasking
- Skilled Carpenter

ACTIVITIES

- Coached for my two sons' baseball team the past four years
- Fishing and boating
- Golfing
- Home Improvement Projects

The Commonwealth of Massachusetts

Office of Consumer Affairs and Business Regulation
1000 Washington Street - Suite 710
Boston, Massachusetts 02118
Home Improvement Contractor Registration

MJS BUILDING AND REMODELING CORP.

Type: Corporation
Registration: 169377
Expiration: 06/15/2021

Update Address and Return Card.

SCA 1 20M-05/17

The Commonwealth of Massachusetts
Office of Consumer Affairs & Business Regulation
HOME IMPROVEMENT CONTRACTOR
TYPE: Corporation

Registration Expiration
169377 06/15/2021

MJS BUILDING AND REMODELING CORP.

MICHAEL SILVA

Edward G. Pallanti
Undersecretary

Registration valid for individual use only
before the expiration date. If found return to:
Office of Consumer Affairs and Business Regulation
1000 Washington Street - Suite 710
Boston, MA 02118

[Signature]
Not valid without signature



Commonwealth of Massachusetts
Division of Professional Licensure
Board of Building Regulations and Standards
Construction Supervisor

CS-087378

Expires: 06/03/2021

MICHAEL J SILVA



Commissioner

[Signature]

Construction Supervisor

Unrestricted - Buildings of any use group which contain
less than 35,000 cubic feet (991 cubic meters) of enclosed
space.

Failure to possess a current edition of the Massachusetts
State Building Code is cause for revocation of this license.
For information about this license
Call (617) 727-3200 or visit www.mass.gov/dpi



DIXON SALO
ARCHITECTS
INCORPORATED

Wayne O. Salo, Founder
Neil R. Dixon, Founder
Jesse G. Hilgenberg, Principal

July 23, 2020

Mr. David A. Genereux, Town Administrator
Town of Leicester
3 Washburn Square
Leicester, MA 01524-1333

RE: Request for Additional Fee
Proposed Building Evaluation
Leicester Town Hall
3 Washburn Square
Leicester, MA 01524-1333

Dear Mr. Genereux:

We are writing to request an increase in our fee for services to complete the building evaluation of the Leicester Town Hall.

This requested is being made for the reasons listed below:

- After our review of the existing building and discussions with your office the scope of services extended beyond what we had anticipated in our original proposal.
- Additionally we have been requested to review for compliance with MAAB the counters and customer areas in the various Town offices.
- We have been requested to review the existing Men's and Women's Rooms in the Basement level front area and to prepare an estimate to revise these two rooms to meet MAAB accessibility requirements.

The increase in our fee being requested is Five Thousand Two Hundred Dollars (\$5,200.00).

Our fee would then be revised as follow:

• Original fee	\$14,540.00
• Requested additional fee	<u>\$5,200.00</u>
Total revised fee	\$19,740.00

Thank you for your considering of this request.

Very truly yours,
DIXON SALO ARCHITECTS, INC.


Neil R. Dixon,
Founder/Architect

APPROVED

David A. Genereux, Town Administrator

Date

TOWN OF LEICESTER

**3 Washburn Square
Leicester, MA 01524**

**STATE ELECTION
TUESDAY NOVEMBER 3, 2020**

OCTOBER , 2020

**Pursuant to above warrant, I have notified and warned the
inhabitants of the Town of Leicester by posting a certified
copy in the following precincts
Precinct 1. Leicester Post Office,
Precinct 2. Redemption Center/Jan's Beer Mart,
Precinct 3. Post Office in Rochdale,
Precinct 4. Leicester Post Office,
on the Town Clerk's bulletin board, in the front entry of the
Town Hall, the Wardens, and Town Clerk, not less than SEVEN
days before the
THIRD day of NOVEMBER 2020.**

**Kenneth Antanavica
Constable for the Town of Leicester**

**Deborah K. Davis
Leicester Town Clerk**

COMMONWEALTH OF MASSACHUSETTS

WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

2020 STATE ELECTION

SS.

To the Constables of the City/Town of LEICESTER,

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Elections to vote at:

**PRECINCT ONE, TWO, THREE AND FOUR
3 WASHBURN SQUARE, LEICESTER, MA**

on **TUESDAY, THE THIRD DAY OF NOVEMBER 2020**, from **7:00 A.M. TO 8:00 P.M.** for the following purpose:

To cast their votes in the State Election for the candidates for the following offices:

ELECTORS OF PRESIDENT AND VICE PRESIDENTFOR THESE UNITED STATES
SENATOR IN CONGRESSFOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS2ND DISTRICT
COUNCILLOR7TH DISTRICT
SENATOR IN GENERAL COURT2ND DISTRICT
REPRESENTATIVE IN GENERAL COURT17TH DISTRICT
REGISTER OF PROBATEWORCESTER COUNTY

QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 5, 2020?

SUMMARY

This proposed law would require that motor vehicle owners and independent repair facilities be provided with expanded access to mechanical data related to vehicle maintenance and repair.

Starting with model year 2022, the proposed law would require manufacturers of motor vehicles sold in Massachusetts to equip any such vehicles that use telematics systems — systems that collect and wirelessly transmit mechanical data to a remote server — with a standardized open access data platform. Owners of motor vehicles with telematics systems would get access to mechanical data through a mobile device application. With vehicle owner authorization, independent repair facilities (those not affiliated with a manufacturer) and independent dealerships would be able to retrieve mechanical data from, and send commands to, the vehicle for repair, maintenance, and diagnostic testing.

Under the proposed law, manufacturers would not be allowed to require authorization before owners or repair facilities could access mechanical data stored in a motor vehicle's on-board diagnostic system, except through an authorization process standardized across all makes and models and administered by an entity unaffiliated with the manufacturer.

The proposed law would require the Attorney General to prepare a notice for prospective motor vehicle owners and lessees explaining telematics systems and the proposed law's requirements concerning access to the vehicle's mechanical data. Under the proposed law, dealers would have to provide prospective owners with, and

prospective owners would have to acknowledge receipt of, the notice before buying or leasing a vehicle. Failure to comply with these notice requirements would subject motor vehicle dealers to sanctions by the applicable licensing authority.

Motor vehicle owners and independent repair facilities could enforce this law through state consumer protection laws and recover civil penalties of the greater of treble damages or \$10,000 per violation.

A YES VOTE would provide motor vehicle owners and independent repair facilities with expanded access to wirelessly transmitted mechanical data related to their vehicles' maintenance and repair.

A NO VOTE would make no change in the law governing access to vehicles' wirelessly transmitted mechanical data.

QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 5, 2020?

SUMMARY

This proposed law would implement a voting system known as "ranked-choice voting," in which voters rank one or more candidates by order of preference. Ranked-choice voting would be used in primary and general elections for all Massachusetts statewide offices, state legislative offices, federal congressional offices, and certain other offices beginning in 2022. Ranked-choice voting would not be used in elections for president, county commissioner, or regional district school committee member.

Under the proposed law, votes would be counted in a series of rounds. In the first round, if one candidate received more than 50 percent of the first-place votes, that candidate would be declared the winner and no other rounds would be necessary. If no candidate received more than 50 percent of the first-place votes, then the candidate or candidates who received the fewest first-place votes would be eliminated and, in the next round, each vote for an eliminated candidate would instead be counted toward the next highest-ranked candidate on that voter's ballot. Depending on the number of candidates, additional rounds of counting could occur, with the last-place candidate or candidates in each round being eliminated and the votes for an eliminated candidate going to the voter's next choice out of the remaining candidates. A tie for last place in any round would be broken by comparing the tied candidates' support in earlier rounds. Ultimately, the candidate who was, out of the remaining candidates, the preference of a majority of voters would be declared the winner.

Ranked-choice voting would be used only in races where a single candidate is to be declared the winner and not in races where more than one person is to be elected.

Under the proposed law, if no candidate received more than 50 percent of first-place votes in the first round, the rounds of ballot-counting necessary for ranked-choice voting would be conducted at a central tabulation facility. At the facility, voters' rankings would be entered into a computer, which would then be used to calculate the results of each round of the counting process. The proposed law provides that candidates in a statewide or district election would have at least three days to request a recount.

The Secretary of State would be required to issue regulations to implement the proposed law and conduct a voter education campaign about the ranked-choice voting process. The proposed law would take effect on January 1, 2022.

A YES VOTE would create a system of ranked-choice voting in which voters would have the option to rank candidates in order of preference and votes would be counted in rounds, eliminating candidates with the lowest votes until one candidate has received a majority.

A NO VOTE would make no change in the laws governing voting and how votes are counted.

QUESTION 3

Shall the Town of Leicester be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bond(s) issued in order to construct and furnish a new Pre K-8 School and associated athletic fields to be constructed on school property on Paxton Street; said school to replace the existing Middle and Elementary Schools?

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of _____, 2020.

SELECT BOARD of LEICESTER

And you are hereby directed to serve this State Election Warrant by posting an attested copy in at least one public place in each precinct of the Town, on the Town Clerk's bulletin board, and on the bulletin board in the front entry of the Town Hall, and also by serving a copy of said Warrant to the the Wardens and the Town Clerk, not less than fourteen (7) days before the Third day of November, 2020.

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

Precinct 1. Leicester Post Office,

Precinct 2. Redemption Center/Jan's Beer Mart,

Precinct 3. Post Office in Rochdale,

Precinct 4. Leicester Country Bank for Savings;

and on the Town Clerk's bulletin board, in the front entry of the Town Hall, the Wardens, and with the Town Clerk, not less than Seven days before the Third of November 2020.

_____, 2020.
Constable Signature (Month and Day)



Town of Leicester, Massachusetts

Special Town Meeting Warrant

Fall Town Meeting – November 17, 2020 – 7:00PM

“In the Hands of the Voters”

Meeting location:
High School Gymnasium
174 Paxton Street
Leicester, MA 01524

Published October 19, 2020, Version 3

Town Rules & Procedures Review

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

The Town Moderator does not vote, except in cases of a tie vote on the floor.

Town Meetings in Leicester are open only to registered voters.

As members of the town meeting, voters have the right, if they so choose, to present opinions and to ask questions through the moderator in relation to the motion under discussion, and only to the motion under discussion. You have a right to be comfortable with the facts at hand in order to make an informed vote.

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

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

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

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

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

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

Respectfully,

Donald A. Cherry, Jr. – Town Moderator

Town of Leicester
Fall Town Meeting – November 17, 2020

On October 2, 2020 the Division of Local Services certified the Town of Leicester's FY 2020 Free Cash in the amount of \$2,127,848 for the General Fund, and \$327,457 in Retained Earnings for the LCAC Cable PEG Access enterprise funds. If the articles in this warrant are voted as written, the remaining balance in FY 2020 Free Cash will be \$1,095,649.86 at the conclusion of this meeting.

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

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Leicester qualified to vote in Town Elections and Town Affairs to meet at the High School Gymnasium, 174 Paxton Street, Leicester, MA on Tuesday, the seventeenth day of November 2020 at 7:00 PM, then and there to act on the following articles, namely:

ARTICLE 1 PRIOR YEAR BILLS

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

PROPOSED MOTION

I move the Town vote to transfer \$754.74 from Free Cash to pay the prior year bills as listed in the Fall 2020 Town Meeting warrant.

Department	Vendor	Amount
Parks and Recreation	Barrows Hardware	\$28.49
Highway Department	Everlast Nursery	\$80.00
Highway Department	Republic Services	\$347.84
Highway Department	National Grid	\$298.41
Total		\$754.74

FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

This article is required for the payment of bills prior to July 1, 2020 that were not submitted on time or were carried over by a department.

VOTE REQUIRED FOR PASSAGE Requires a 9/10ths vote pursuant to MGL Chapter 44, §64

ARTICLE 2 ADJUST FY 2021 OPERATING BUDGET

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money as may be necessary to defray the expenses of Town departments and Town accounts for the Fiscal Year beginning July 1, 2020, as voted at the June 2, 2020 Annual Town Meeting Warrant or take any action thereon.

ACTION #1 – RAISE AND APPROPRIATE

PROPOSED MOTION

I move that the Town raise and appropriate \$102,004 to defray the expenses of Town departments and Town accounts for the Fiscal Year beginning July 1, 2020, as listed in the June 2, 2020 Annual Town Meeting Warrant and as amended below:

Town of Leicester
Fall Town Meeting – November 17, 2020

Sources	Reason	Amount
Raise and Appropriate	Increased overall receipts	\$102,004
Total		\$102,004

Department	Reason	Amount
Town Administrator Professional Services	Funds appropriated to this line will be used to fill anticipated budget deficits due to retirements and other personnel changes at the Spring 2021 Town Meeting	\$64,191
Finance Advisory Board	Replenishment of Reserve Fund	\$34,000
Emergency Management Salaries	Funds removed when budget calculated	\$3,813
Total		\$102,004

DESCRIPTION

See descriptions in the above table for individual line item explanations. Generally speaking, this article adjusts the FY21 budget after all final revenues are received and accounted for. The revenues which make up the annual budget come from four categories: new growth, state aid, local receipts, and excess levy capacity. These revenues are not finalized until July or August of each year. However, the budget is assembled in February using conservative forecasted revenue assumptions. When final revenue numbers come in, funds are either apportioned to or removed from departments at the following town meeting, which typically occurs every fall.

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

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

Revenue	ATM Projected	STM Final	Change in Revenue
New Growth (Taxation)	\$16,949,140	\$17,005,247	\$56,107
State Aid	\$12,225,747	\$12,212,604	-\$13,143
Local Receipts	\$2,578,158	\$2,501,000	-\$77,158
Free Cash	\$205,308	\$205,308	0.00
Available Funds	\$381,183	\$381,183	0.00
Total	\$32,339,536	\$32,305,342	-34,194
State Assessments/Offsets	1,260,731	1,124,534	136,197
Net Budget Difference			\$102,004

This change will increase the FY21 budget by \$102,004.

FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

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

ACTION #2 - TRANSFER FROM AVAILABLE FUNDS

PROPOSED MOTION

I move that the Town vote to transfer the following sums, totaling \$79,000 from and to the accounts listed in the table below:

Town of Leicester
Fall Town Meeting – November 17, 2020

From:	Amount	To:	Amount
FY 2021 Workers Comp	\$40,000	FY 2021 Liability Insurance	\$40,000
FY 2021 DIS Salaries	\$39,000	FY 2021 Town Admin Office Wages	\$39,000
		Total	\$79,000

DESCRIPTION

This transfer is requested to fix an error that occurred in setting up the FY 2021 budget and a lateral staff transfer.

FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

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

ARTICLE 3 POLICE CRUISER

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to purchase and equip one (1) police vehicle, or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$48,303 from Free Cash to purchase and equip one (1) police vehicle.

FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

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

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

ARTICLE 4 FY 2021 CAPITAL IMPROVEMENT PLAN

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the Capital Improvement Plan budget beginning July 1, 2021, or take any action thereon.

Action #1 – Transfer from Free Cash

PROPOSED MOTION

I move the Town vote to transfer \$263,208 from Free Cash to fund the Fiscal Year 2021 Capital Improvement Plan budget.

DEPARTMENT	ITEM	AMOUNT
Fire	Aerialscope Tower Truck Lease/Purchase Payment – Year 5 of 5	\$90,081
	Preliminary recommendations	
Police	F150 Pickup Truck	\$49,845

Town of Leicester
Fall Town Meeting – November 17, 2020

Police	Detective Car	\$43,307
Police	Carport	\$50,000
Highway	1.5 Ton Double Drum Roller	\$14,975
Highway/Senior Center	Phone Systems	\$15,000
Total FY 2021 Capital Purchases/Lease Payments		\$263,208

FINANCE ADVISORY BOARD RECOMMENDATION

CAPITAL IMPROVEMENT COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

This article seeks funding from Free Cash to fund the final year of a lease/purchase agreement, as well as six other items:

Replacement Ambulance – Purchase of a 2021 four-wheel drive ambulance to replace a 2005 front line vehicle. The goal of the EMS department in managing the fleet is to update the fleet with a new ambulance every 4 years. Recently, that has dropped to every five years due to financial pressures. This will result in the fleet of three ambulances being fully turned over every fifteen years.

F150 Pick Up Truck – The School Department gave their newest dump body to the Highway Department upon the recommendation of a previous employee. The new Facilities Manager needs a pickup truck to carry out his duties. The Police Department has an F250, which is a bigger vehicle than they need now that the Police lot is being plowed by Highway. The Police Department would like to transfer the F250 to the School Department and purchase a more practical vehicle that would allow them to transport equipment, tow trailers, and transport personnel to training sessions. It would also be pursuit rated, which would allow it to be used in police operations if one of the front-line cruisers is not available.

Detective Car – The current detective car, a Ford Focus, has high mileage and sees rugged usage at times. The Police Department recommends purchasing a 2021 Ford Explorer as a replacement vehicle. The Focus would be retained for use by the Town's inspection and assessing departments.

Police Station Carport – There is limited storage at the Police Department in order to protect vehicles and equipment from the weather, and there have been incidents in recent years with falling ice presenting a danger to employees and equipment. The installation of a carport would keep vehicles and equipment clean so it would be available for use without having to be cleaned off or dug out and provide a safe entrance and exit from the building to shield visitors and employees from falling ice.

1.5 Ton Double Drum Roller – The Highway Department would like to replace an aged one-ton roller that has outlived its useful life and is no longer compliant with worker safety codes. This unit, which is used to compact asphalt and dirt, is a necessary and effective upgrade for the work that is done on the Town's public and private roads.

Phone System Upgrades – Senior Center and Highway – The Highway and Senior Center phone systems are obsolete and prone to failure. The recommended system, which is an extension of the Town Hall system would place them within the Town network, offering VPN service, interoffice connection, and increased reliability.

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

Action #2 – Transfer from Ambulance Receipts Reserve for Appropriation

PROPOSED MOTION

I move the Town vote to transfer \$230,000 from Ambulance Receipts Reserved for Appropriation to fund the purchase of a new ambulance.

DEPARTMENT	ITEM	AMOUNT
EMS	New Ambulance	\$230,000

DESCRIPTION

These funds would be used to purchase a 2021 four-wheel drive ambulance to replace a 2005 front line vehicle. The goal of the EMS department in managing the fleet is to update the fleet with a new ambulance every 4 years. Recently, that has dropped to every five years due to financial pressures. This will result in the fleet of three ambulances being fully turned over every fifteen years.

FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

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

ARTICLE 5 AERIALSCOPE FIRE TRUCK REPAIRS

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to repair the Aerial Tower Fire Truck or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$0.00 from Free Cash to pay for repairs to the waterway of the Aerial Tower Fire Truck.

FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The waterway for the Aerial Tower Fire Truck needs to be replaced.

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

ARTICLE 6 FUNDING THE CABLE PEG ACCESS BUDGET

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

PROPOSED MOTION

I move that the Town vote to appropriate from cable access retained earnings the sum of \$327,457 to fund the FY 2021 Cable Access budget, under the direction of the Leicester Cable Access Corporation (LCAC).

FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Town serves as a “pass-through” for all funds collected from cable subscribers and paid for cable PEG access service. This amount represents the amount of retained earnings in the Cable PEG access account that was certified as excess by the Department of Revenue at the close of Fiscal Year 2020.

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

ARTICLE 7 FUNDING THE FY 2022 VALUATION UPDATE AND CERTIFICATION

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the FY 2022 valuation update and certification, or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$57,800 from Free Cash to fund the FY 2022 valuation update for the Board of Assessors.

FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

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

ARTICLE 8 FUNDING REVISIONS TO THE TOWN'S OPEN SPACE AND RECREATION PLAN

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund an update to the Town's open space and recreation plan or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$15,500 from Free Cash to fund revisions to the Town's open space and recreation plan.

FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Town's open space and recreation plan will expire in December of 2021. It must be revised and updated to meet state requirements. This funding will allow the Town to contract with CMRPC to revise the existing plan.

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

ARTICLE 9 FUNDING RENOVATION OF BASKETBALL/PICKLEBALL COURTS AT TOWTAID PARK WITH PARC GRANT FUNDING

To see if the town will vote to appropriate the sum of \$90,000 to renovate the basketball/pickleball courts at Towtaid Park in Leicester, to be managed and controlled by the Recreation Committee of the Town of Leicester, and the Town Administrator be authorized to file on behalf of the Town of Leicester any and all applications deemed necessary for grants and /or reimbursements from the Commonwealth of Massachusetts deemed necessary under the Urban Self-Help Act now known as the PARC Grant Program (301 CMR 5.00) and/or any others in any way connected to the scope of this Article, and the Town of Leicester and the Recreation Committee be authorized to

Town of Leicester
Fall Town Meeting – November 17, 2020

enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town of Leicester to affect said renovation costs. Towtaid Park is dedicated to park and recreation purposes via deed recorded in Book 1643, Page 518 in the Worcester District Registry of Deeds, and under MGL Chapter 45, Section 3.

PROPOSED MOTION

I move the Town that the article be voted as written.

FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Town has applied for a \$90,000 PARC Grant to fund the renovation of the basketball and pickleball courts at Towtaid Park. The grant requires that the entire amount of the project be funded by the Town. The grant will then pay for 70% of the cost of the project, or \$63,000, leaving the Town's actual funding of the project at \$27,000.

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

**ARTICLE 10 USE OF SETTLEMENT FUNDS FOR FIRE STATION RETENTION PONDS
REMEDICATION PROJECT**

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to correct drainage issues with the retention ponds at the Fire Station headquarters at 3 Paxton Street, said corrections to include design, engineering, permitting, funding of potential easements, construction and other related costs; or take any other action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$560,000 from receipts reserved for appropriation to correct retention pond drainage issues at the Fire & EMS Headquarters (3 Paxton Street), said corrections to include design, engineering, permitting, funding of potential easements, construction and other related costs.

FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Town recently negotiated a settlement regarding drainage issues with the retention ponds that were installed at 3 Paxton Street as part of the Fire & EMS Headquarters construction project. These funds will be used to design and construct a new drainage system to better manage stormwater generated onsite.

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

**ARTICLE 11 TRANSFER OF FREE CASH TO THE TRANSPORTATION INFRASTRUCTURE
FUND**

To see if the Town will vote to appropriate the amount of \$1,632.40 from Free Cash to the Transportation Infrastructure Fund or take any action thereon.

PROPOSED MOTION

I move that the article be voted as written.

FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Town received \$1,632.40 from the Department of Public Utilities on June 12, 2018 under the Transportation Network Surcharge program. These funds are required to be placed in a regional transportation receipts reserved for appropriation account. We closed out the receipts to Free Cash before receiving prior to the State providing guidance as to how the receipts were supposed to be processed. This transfer brings us in line with state requirements.

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

ARTICLE 12 WARREN AVENUE EASEMENT

This is a placeholder for a potential easement through one of the properties behind the Fire & EMS Headquarters to allow for the retention pond repair to move forward. Site selection and negotiations for the easement have not yet occurred.

PROPOSED MOTION

FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

VOTE REQUIRED FOR PASSAGE Requires a 2/3rd majority vote

ARTICLE 13 RESCIND HIGH SCHOOL ROOF BORROWING

To see if the Town will vote to rescind an excess borrowing authorization, in the amount of \$519,567.74, as approved through Article 5 of the October 2015 Special Town Meeting relative to the High School Roof Replacement Project or take any action thereon.

PROPOSED MOTION

I move that the article be voted as written

FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

There is an outstanding borrowing authorization for the high school roof replacement project that was only partially rescinded at the November 14, 2017 town meeting. The additional amounts to rescind are:

Amount authorized (10/20/2015 TM, Article 5)	\$ 1,684,963.00
MSBA Project Reimbursement	\$ (978,094.00)
Amount Rescinded (11/14/17 TM, Article 8)	\$ (187,301.26)
Remaining Amount to Rescind	<u>\$ 519,567.74</u>

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

ARTICLE 14 CREATE A RECREATIONAL MARIJUANA HOST COMMUNITY AGREEMENT STABILIZATION FUND AND APPROPRIATE FUNDING TO SAID FUND

To see if the Town will vote to create a Recreational Marijuana Host Community Agreement Stabilization Fund, pursuant to G.L. c. 40, §5B, said fund to receive receipts collected via recreational marijuana host community agreement fees; and further, to raise and appropriate or transfer from available funds a sum of money to the said Host Community Stabilization fund, or take any action thereon.

PROPOSED MOTION

I move that the Town create a Recreational Marijuana Host Community Agreement Stabilization Fund and transfer \$325,000 from Free Cash to said Stabilization Fund.

FINANCE ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

According to guidance issued by the Cannabis Control Commission (CCC), Host Community Agreements for recreational marijuana are to be used to offset costs associated with local impacts resulting from recreational marijuana businesses within the Town. There continues to be discussions at the state level as to whether that requirement is just or enforceable. Creating a stabilization fund for these receipts until their lawful use can be determined would ensure the Town does not have to raise funds at a future Town Meeting should these funds be used and end up having to be returned.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote pursuant to G.L. c. 40, §5B.

ARTICLE 15 SPECIAL ACT – REQUEST FOR AUTHORITY OF THE TOWN TO GRANT A FULL ANNUAL PROPERTY TAX EXEMPTION PURSUANT TO MGL CHAPTER 59, SECTION 5, CLAUSE 42 TO THE SURVIVING SPOUSE OF RUTLAND POLICE DETECTIVE AND TOWN RESIDENT JOHN D. SONGY.

To see if the Town will vote to request that its' elected representatives in the General Court file a Special Act with the General Court on behalf of the inhabitants of the Town of Leicester as follows:

An Act to give the Town of Leicester authority to grant full annual property tax exemptions to the surviving spouse of Rutland Police Detective and Leicester resident John D. Songy's pursuant to MGL Chapter 59, Section 5, Clause 42.

Section 1. Whereas Rutland Police Detective John D. Songy of Leicester, died after contracting COVID-19 on May 29, 2020.

Section 2. Whereas, MGL 59, Section 5, Clause 42 allows for the full exemption from property taxes for surviving spouses of police officers killed in the line of duty.

Section 3. Whereas, the U.S. Department of Justice determined that Detective Songy perished in the line of duty, though contraction of COVID-19 at the workplace.

Town of Leicester
Fall Town Meeting – November 17, 2020

Section 4. Whereas, the definition of “Killed in the line of duty” according to the Massachusetts Division of Local Services is: “Death as a result of some violent act, or occurrence of violent external physical force to the body, while in the line of duty.”

Section 5. Whereas, the Town has been prohibited by the Division of Local Services from granting a property tax exemption pursuant to MGL 59, Section 5, Clause 42 to Detective Songy’s surviving spouse because death from the coronavirus does not meet the Division of Local Service’s definition

Section 6. Whereas, the Town, through this petition, respectfully requests the authority to grant such exemption, pursuant to and under the terms of MGL 59, Section 5, Clause 42, retroactive to fiscal year 2020, and forward; or take any other action in relation thereon.

PROPOSED MOTION

Move that the article be voted as written.

FINANCE ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

Passage of this article will allow special legislation to be created to broaden the definition of “killed in the line of duty” to enable a full real estate tax exemption to the widow of Detective John Songy. Death by COVID-19 is currently not recognized by the Commonwealth for the purposes of the tax exemption.

VOTE REQUIRED FOR PASSAGE Requires a simple majority

ARTICLE 16 AMENDMENT TO THE GENERAL BYLAWS – COLLECTION BOXES

To see if the Town will vote to amend the Collection Box bylaw by inserting all underlined text and removing any text that is crossed out, said changes to be inserted to or removed from said bylaw in font and script consistent with the existing bylaw or take any action thereon.

**COLLECTION BOXES FOR NOT FOR PROFIT AND PROFIT ORGANIZATIONS AND
INDIVIDUALS**

(New Bylaw 5-7-01, Amended 10-20-15; 11-17-20)

SECTION 1: This General Bylaw shall be known and cited as the “Collection Box Bylaw”. Its purpose is to standardize the placement of collection boxes and maintenance of the area in which the collection boxes are located on real property in the Town of Leicester to promote the health, safety and welfare of the inhabitants of the Town of Leicester by reducing sources of filth, litter and debris caused by the improper placement and maintenance of such collection boxes. Effective the passage of the revised bylaw, this bylaw will be enforced by the Board of Health.

SECTION 2: DEFINITIONS: For the purpose of this General Bylaw, the words and phrases used herein shall have the following meaning, except in those instances where the context clearly indicates a different meaning:

APPLICANT: An Operator, as defined within this bylaw, applying to have a collection box installed on a property.

CERTIFICATE OF COMPLIANCE: The Certificate of Compliance issued by the Board of Health ~~Board of Selectmen~~ to an operator of a collection box.

COLLECTION BOXES: Any type of self-service device for the collection of used and/or new articles of clothing, shoes; new and/or used articles of household goods including but not limited to bedding, curtains, decorative items such as pictures, and object d'art; books and/or magazines.

NOT FOR PROFIT ORGANIZATIONS OR AGENCY: Any entity that has been approved by the Internal Revenue Service as a not for profit organization, agency or corporation pursuant to Internal Revenue Code Section 501(c), and is recognized as any legal entity by the Commonwealth of Massachusetts and/or is registered with the Secretary of the Commonwealth, Department of Corporations.

FOR PROFIT ORGANIZATIONS OR AGENCY: Any entity that has not been approved by the Internal Revenue Service as a not for profit organization, agency or corporation pursuant to Internal Revenue Code Section 501 (c), and is recognized as a legal entity by the Commonwealth of Massachusetts and/or is registered with the Secretary of the Commonwealth, Department of Corporations.

INDIVIDUAL: Any person or persons including any person registered with the Town of Leicester as doing business under another name, who is not a legal entity recognized by the Commonwealth of Massachusetts and/or is not registered with the Secretary of the Commonwealth, Department of Corporations.

PROPERTY OWNER: Any individual, not for profit and/or for profit organization or agency who is the record owner of real estate located within the Town of Leicester and recorded at the Worcester District Registry of Deeds.

OPERATOR: Any natural person or other legal entity, including but not limited to, not for profit or for profit corporations, partnerships, joint ventures who either own, operate or are otherwise in control of the collection box.

SECTION 3: PERMITTED LOCATIONS Collection boxes are permitted in all zoning districts designated on the Town of Leicester Zoning Map.

SECTION 4: GENERAL REQUIREMENTS The placement of collection boxes on real estate by an operator is prohibited without the written permission of the property owner. ~~The operator of the collection box shall provide a copy of the property owner's written permission to the Board of Selectmen.~~

SECTION 5: SITING CRITERIA

The Board of Health will use the following criteria in determining whether to allow placement of a collection box at a particular location:

1. The applicant's name, business name, business address and telephone number as well as the name, address and telephone number of the person or persons responsible for maintaining each collection box;
2. Written permission of the owner allowing the placement of the collection box;
3. A sketch plan showing the proposed location of the collection box on the property as well as existing conditions on the property such that there is safe and convenient pedestrian and vehicular access to them. The Board of Health may, by regulation, limit the number of collection boxes within a specific radius from existing collection boxes;
4. That the collection boxes shall be of the type that is enclosed by use of a receiving door and locked so that the contents of the collection box may not be accessed by anyone other than those responsible for the retrieval of the contents;
5. That each collection box must be regularly emptied of its contents so that it does not overflow. Used clothing or other donated goods and materials may not be placed about the surrounding area. All collection boxes must be maintained in a state of good repair and in a neat and clean condition, and free of trash, debris, refuse or like material;
6. Additional information as offered by the Applicant or requested by the Board of Health.

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~~If the applicant satisfies the requirements of the Board of Health as annotated above, the Board of Health shall issue a Certificate of Compliance. If the Operator's application for a Certificate of Compliance is denied, a letter with the reason(s) for denial will be sent to the applicant and the property owner.~~

~~The Board of Selectmen may then issue a Certificate of Compliance to the operator. The Board of Selectmen reserves the right to deny any request for a Certificate of Compliance at their discretion. A letter with the reason for denial will be sent to~~

~~SECTION 6: ANNUAL APPLICATION An annual application shall be filed by the operator by January 31st of each year, for placement of collection bins for that calendar year. Applications must contain all of the information list in Section 5 of this bylaw. Upon approval of said application, the Board of Health shall give the operator a certificate of compliance for the approved collection bi. The operator shall be required to post said certificate upon the approved collection box.~~

~~Bins that are not approved by the Board of Health, or bins that do not bear the Certificate of Compliance shall be subject to actions defined in Section 8 of this bylaw.~~

SECTION 75: PROPERTY OWNER OBLIGATIONS Any property owner who grants permission to an operator for placement of a collection box shall be held responsible for keeping the area around the collection box free from excess articles that do not fit into the collection box or have not been properly placed into the collection box. The property owner will be responsible for the removal and storage of articles that will not fit into the collection box. The property owner shall maintain the area around the collection box daily. The ~~Board of Health~~~~Board of Selectmen~~ may assess fines not to exceed \$100.00 ~~for each offense~~ per Section 9 of this bylaw⁷ to the property owner for failure to remove excess articles immediately upon receipt of written notification from the ~~Board of Health~~~~Board of Selectmen~~. All notices shall be sent to both the property owner and operator.

SECTION 86: OPERATOR OBLIGATIONS Collection boxes must be clearly labeled with contact information for the operator on the front of the box including name, address and telephone number. Any operator who fails to obtain and post a Certificate of Compliance upon the collection box or fails to pick up items from the collection box within five (5) calendar days from the ~~Board of Health's Board of Selectmen's~~ written request to remove same shall bear the expense of the collection box removal and storage by the Town of Leicester and/or the property owner. The ~~Board of Health~~~~Board of Selectmen~~ shall enforce compliance with this Bylaw and may enter upon real property for purposes of such compliance. The ~~Board of Health~~~~Board of Selectmen~~ may assess fines not to exceed \$100.00 per Section 9 of this bylaw⁷ to the operator for failure to empty and maintain the collection box(es) immediately upon receipt of written notification from the ~~Board of Health~~~~Board of Selectmen~~. All notices shall be sent to both the property owner and operator.

SECTION 97: VIOLATION Any violation of the provisions of this Bylaw shall be punished by a fine ~~n~~Not to exceed \$100.00 for each offense. Both the property owner and collection box operator shall be jointly and severally liable for each violation. If within one year from the issue date of the Certificate of Compliance, the ~~Board of Health~~~~Board of Selectmen~~ issues three (3) notices of non-compliance to the property owner and/or operator, ~~has then~~ said operator shall not be allowed to place any collection boxes within the Town of Leicester and any existing placements shall be removed by the operator forthwith after notice or by the Town. Any operator or owner shall be granted the opportunity to be heard by the Board of ~~Health~~~~Selectmen~~ prior to the final notice of non-compliance. Any continued violation of this Bylaw after final notice and hearing shall be subject to the provisions of Section 6.1 of the General Bylaws of the Town of Leicester.

PROPOSED MOTION

I move the article be voted as written.

FINANCE ADVISORY COMMITTEE RECOMMENDATION

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SELECT BOARD RECOMMENDATION

DESCRIPTION

According to guidance issued by the CCC, Host Community Agreements for recreational marijuana are supposed to be used to defray costs associated with the location of recreational marijuana businesses within the Town. There continues to be discussions on the state level as to whether that requirement is just or enforceable. Creating a stabilization fund for these receipts until their lawful use can be determined would be a prudent move.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote pursuant to G.L. c. 40, §5B

ARTICLE 17 AMENDMENT TO THE GENERAL BYLAWS – PERSONNEL BYLAW

To see if the Town will vote to amend the Personnel Bylaw by inserting all underlined text and removing any text that is crossed out, said changes to be inserted to or removed from said bylaw in font and script consistent with the existing bylaw or take any action thereon.

PERSONNEL BYLAW (5-5-79) (Amendment accepted @ ATM May 4, 2009) (Amended ATM May 6, 2014) (Amended STM November 17, 2020)

SECTION 1: PURPOSE

This bylaw shall be known as and cited as “The Town of Leicester Personnel Bylaw.” Its purpose is to establish personnel policies which may be adopted by the Town under provisions of Massachusetts General Laws, Chapter 41, Section 108A, and the Home Rule Amendment. These policies shall encompass a Job Classification and Compensation Plan and leave benefits.

SECTION 2: DEFINITIONS

For the purpose of this Bylaw, the words and phrases used herein shall have the following meaning, except in those instances where the context clearly indicates a different meaning:

ACTING: Performing the duties and having the responsibilities of another position on a temporary basis without having officially been appointed to the position.

APPOINTING AUTHORITY: Any person, board, or commission having the power of appointment or employment pursuant to Massachusetts General Laws.

BOARD: ~~The Personnel Board.~~ The Select Board, serving as the Personnel Board

CASUAL EMPLOYEE: An individual employed in a position calling for work which does not constitute regular employment; the work being rendered occasionally and without regularity on an ad hoc basis, according to the demands, therefore as determined by appointing authority.

CLASSIFICATION: A job title of a position or a group of positions similar in duties, authority, responsibility, and qualifications.

CLASSIFICATION DATE: First day of employment in a given classification.

CLASSIFICATION PLAN: A listing of all approved job titles and an occupational grouping of classifications.

COMPENSATION PLAN: A listing of wages designated to job classifications.

CONTINUOUS SERVICE: Paid full-time and part-time employment in the service of the Town, which is not interrupted by resignation, termination, or dismissal. "Continuous service" shall include all leave with pay.

DAY: One-fifth (1/5) the total number of regularly scheduled hours in one work week.

DEPARTMENT HEAD: The officer, board, or other body having immediate charge and control of a department or agency.

FULL-TIME EMPLOYEE: An individual in the employ of the Town regularly scheduled for an average of not less than thirty-two (32) hours per week for fifty-two (52) weeks per annum.

HIRE DATE: First day of employment with the Town.

INTERMITTENT EMPLOYEE: An individual employed in a position whose service, although regular, is not rendered for prescribed working hours, either daily, weekly, or annually, but is rendered as required according to the department head or appointing authority.

ON-CALL EMPLOYEE: An individual in the employ of the Town who has been designated as available for duty as needed.

PART-TIME EMPLOYEE: An individual in the employ of the Town regularly scheduled for less than thirty-two (32) hours per week for fifty-two (52) weeks per annum. Part-time employees regularly scheduled for a minimum of twenty (20) hours per week for fifty-two (52) weeks per annum qualify for certain benefits as defined by this Bylaw.

PROBATIONARY EMPLOYEE: Any new employee whose tenure in the Town service has not exceeded 90 days; such employees have limited rights during this stage of their employment and may be discharged at any point at which the level of performance is determined to be unacceptable by the appointing authority. At the end of the probationary period, a written review shall be prepared by the department head which will state whether the probationary employee has performed satisfactorily to be accepted as a regular Town employee. If the performance is not acceptable, the reason or reasons will be stated. The original 90 probationary period may be extended with the written approval of the Town Administrator.

RATE: Amount of money designated as compensation for a job classification.

TOWN: The Town of Leicester.

WORK WEEK: The total number of regularly scheduled hours from Sunday to the following Saturday.

SECTION 3: ~~SELECT BOARD AS PERSONNEL BOARD~~

The Personnel Bylaw shall be administered by ~~a the Select Board who shall serve the Town as the Personnel Board, consisting of five (5) residents of the Town, who shall be appointed by the Board of Selectmen. The term of office of members of the Board shall be three years, but the terms of no more than two members shall expire the same year.~~

~~No elected or appointed officer of the Town of Leicester and no person employed by the Town of Leicester shall be eligible for service on the Board. The Board shall meet regularly as necessary to consider such business as may be presented by Town officials, Town employees, and others. Any member of the Board missing three (3) consecutive meetings without sufficient reason may be subject to removal. At least three (3) members of the Board shall be present in order to constitute a quorum. At any meeting of the Board, action by a majority of all the Board members shall be binding. The Board shall serve without compensation.~~

SECTION 4: DUTIES OF ~~PERSONNEL~~ BOARD

Town of Leicester
Fall Town Meeting – November 17, 2020

a. The Board shall review and approve written position descriptions and personnel policies, which shall be drafted by the Town Administrator, ~~and subject to approval by the Board of Selectmen upon the Town Administrator's recommendation.~~ The descriptions shall not be interpreted as complete or limiting definitions, and employees shall continue to perform duties assigned by their supervisors.

b. The Town Administrator and department heads shall keep such records of Town employees as the Board may require. The Board shall keep such records of its own, as it considers appropriate.

c. The Board shall review the job classification and compensation plan under its jurisdiction at intervals of not more than three (3) years. The Board may review and approve existing job classifications as drafted by the Town Administrator, ~~and subject to approval by the Board of Selectmen upon the Town Administrator's recommendation.~~ No new classification(s) shall be established without a report of the Board, ~~subject to the subsequent ratification of its actions by the Board of Selectmen.~~ No new classification shall permanently exist until such ratification.

SECTION 5: APPLICATIONS

a. The provisions of this Bylaw shall apply to all employees in the service of the Town of Leicester, except for positions filled by popular election, positions under the jurisdiction of the School Committee, positions covered by collective bargaining units of the Town pursuant to Chapter 150E of the General Laws, and positions covered under other contracts. This Bylaw may be used as a guide for authorized officials in determining the compensation of, and personnel policies for those employees that are not specifically governed under this bylaw.

b. Nothing in this Bylaw or the Administrative rules and regulations adopted by the Board shall limit any rights of employees under Massachusetts General Laws, Chapter 150E, or Chapter 31.

c. Subject to the General Bylaws of the Town and this Bylaw, the Town Administrator shall be responsible for the day-to-day administration of the personnel system, in accordance with the policies of the Board. The Town Administrator may formulate, with the approval of the Board, personnel guidelines and directives for the purpose of effecting standardized, efficient, and equitable personnel procedures and practices. The Town Administrator may obtain such information or records as may be necessary from department heads in order to carry out his/her duties under this Bylaw.

d. The Appointing Authority shall notify the Board upon selection of an applicant to a position with the Town and shall provide all pertinent information for the records of the Board. ~~In the case of a Board of Selectmen appointment, the Town Administrator shall notify the Board.~~

SECTION 6: CONFLICT AND MODIFICATION

If any of the provisions of this Bylaw conflict with any relevant state law, the conflicting provision of this Bylaw shall be deemed modified by the law or regulation sufficiently only to end the conflict.

If any provision of this Bylaw, or application thereof, is determined to be invalid under state or federal law, such determination shall not be construed to affect the validity of any other provision of this Bylaw, or application thereof.

SECTION 7: AMENDMENTS

This Bylaw may be amended by vote of the Town at any Annual or Special Town Meeting. The Board shall make a report and recommendation to the Town prior to the taking of any action by the Town on any proposed amendment. Failure of the Board to report shall not prevent the Town from taking action on the proposal of this Bylaw, or application thereof.

SECTION 8: POLICIES AND PROCEDURES

The Personnel Board shall establish, adopt, and maintain such policies, procedures, rules, and regulations as it deems necessary for the implementation and administration of this Bylaw.

SECTION 9: SICK LEAVE

Full-time and part-time employees of the Town subject to this Bylaw shall be allowed, without loss of pay, sick leave for personal illness as provided for in this section.

9.1 RATE OF ACCUMULATION Full-time and part-time benefit-eligible employees shall accrue and accumulate earned sick leave credit for personal illness at the rate of one-fifth (1/5) the total regular weekly scheduled hours x 1¼ for each full month of service.

9.2 MAXIMUM ACCUMULATION Full-time and part-time employees may earn and accumulate sick leave up to a maximum of ninety (90) days.

9.3 USE OF SICK LEAVE No sick leave with pay shall be granted during the first three (3) months of employment. The Town will allow an employee to use up to five (5) days of sick leave per calendar year for the purpose of caring for a spouse, child, or parent of either the employee or the employee's spouse, or for any person living under the same roof as part of the family, who is seriously ill or injured. A seriously ill or injured person is defined as any person under the care of a doctor who has been confined to a home or hospital with a serious verifiable medical condition.

9.4 SICK LEAVE EXTENSION A full-time employee with ten (10) years of service and seventy (70) days of earned sick leave at the date of first absence for illness or disability of a prolonged and uninterrupted nature, shall be compensated at 60% of base pay while absent from work for said sickness for the period of time commencing upon exhaustion of sick leave and all other paid leaves, and ending on the first anniversary date of the illness. If prior to the first day of an extended illness, a full-time employee with five (5) years of service has been credited with thirty-five (35) or more days of accrued sick leave, then upon exhaustion of sick leave and all other paid leaves, the employee shall be compensated at 30% of his/her base weekly salary or wage until the first anniversary date of the extended illness. Employees on worker's compensation shall not be eligible for compensation under this provision.

9.5 DEDUCTIONS Any compensated sick leave actually taken by any employee shall be deducted from his/her sick leave credit. Holidays and days not included in the employee's normal workweek shall not be deducted from sick leave credit. Loss of time directly attributed to injury incurred while performing regular duties and qualifying for workers compensation shall not be charged to sick leave.

9.6 WITHIN TOWN SERVICES No transfer within the service of the Town shall affect the amount of earned sick leave credit and accumulations to which an employee has been entitled under this Bylaw. Upon transfer to another department, the employee's former department head shall transfer the employee's sick leave record to the employee's new department head.

9.7 UPON RETIREMENT Upon retirement from the Town, an employee with a minimum of twenty (20) years of service shall be entitled to payment of twenty (20) days of accrued sick leave credits. If a retiree with twenty years of service has fewer than 20 days of accrued sick leave credits, he/she shall be paid the balance of said accrual. One (1) day would be equal to one-fifth (1/5) of the regularly scheduled hours per week.

9.8 ABSENCES For absences on account of sickness in excess of three (3) consecutive working days, the department head may request a physician's certificate. For absences on account of sickness in excess of five (5) consecutive working days, the department head shall require a physician's certificate.

9.9 EARNING SICK LEAVE WHILE ON LEAVE OR WORKERS' COMPENSATION All employees entitled to sick leave under this Bylaw shall earn sick leave credit even while in the status of paid sick leave. Employees entitled to sick leave under this Bylaw shall earn sick leave credit up to one year from the anniversary of the illness while in the status of Workers' Compensation. No sick leave will accrue while on unpaid leave. Accrual will resume upon return to work.

Section 10: VACATION LEAVE

10.1 ELIGIBILITY Upon completion of the ~~180~~ 90 day probationary period, full-time and part-time benefited employees as defined in this Bylaw shall be entitled to paid vacation in accordance with the following schedule.

The vacation year of the Town shall be the period of July 1 to June 30, inclusive. Any Town employee working twenty (20) or more hours per week will be credited as of June 30th with vacation leave with pay for the subsequent year not to exceed the following:

10.1.1 VACATION LEAVE FIRST YEAR OF SERVICE For any employee with less than one (1) year's service, the following schedule will be used to determine vacation for the first fiscal year:

INCLUSIVE HIRE DATES

From	Through	Vacation Hours Earned (1 st years' service only)
Jul 1	Jul 1	2.00 X Weekly Authorized Hours
Jul 2	Aug 1	1.80 X Weekly Authorized Hours
Aug 2	Sep 1	1.60 X Weekly Authorized Hours
Sep 2	Oct 1	1.40 X Weekly Authorized Hours
Oct 2	Nov 1	1.20 X Weekly Authorized Hours
Nov 2	Dec 1	1.00 X Weekly Authorized Hours
Dec 2	Jan 1	0.80 X Weekly Authorized Hours
Jan 2	Feb 1	0.60 X Weekly Authorized Hours
Feb 2	Mar 1	0.40 X Weekly Authorized Hours
Mar 2	Apr 1	0.20 X Weekly Authorized Hours
Apr 2	Jun 30	0.00 X Weekly Authorized Hours

10.1.2 ACCRUAL OF VACATION LEAVE AFTER FIRST YEAR OF SERVICE For service after July 1 after the first year of employment up to and including four full years of service completed June 30, vacation leave is two (2) times the weekly authorized hours. If a person enters municipal service on the first working day of a vacation year, that year shall constitute the first of four (4) years completed.

For five (5) through nine (9) years of service, inclusive, completed on June 30 the vacation leave is three (3) times the weekly authorized hours.

For ten (10) through nineteen (19) years of service, inclusive, completed on June 30 the vacation leave is four (4) times the weekly authorized hours.

For twenty (20) years or greater of service, inclusive, completed on June 30 the vacation leave is five (5) times the weekly authorized hours.

One (1) week shall be the total number of regularly scheduled hours between Sunday and Saturday.

Temporary employees or employees working fewer than 20 hours per week are not entitled to Vacation Leave.

10.2 USE OF VACATION LEAVE Vacations shall be scheduled with the approval of the department head and Town Administrator for such time as best serves the needs of the department and the public. Although vacation accruals begin from date of hire, vacation entitlement and use commences upon completion of the 180 day probationary period.

Vacation leave is not cumulative from year-to-year, except upon the written approval of the Town Administrator. The Town Administrator may, in his/her sole discretion, authorize a carryover of not more than ten (10) days based upon the employee's regularly scheduled hours. ~~This shall be subject to notification in writing to the Board of Selectmen.~~

NOTE: There will be a period of adjustment with a higher maximum carryover permitted for FY15 to allow use of previously earned vacation accruals under the previous provisions of this bylaw.

10.4 TERMINATION OF EMPLOYMENT Upon termination of employment with the Town, an employee shall be entitled to payment of all unused accrued vacation credit prorated to the date of separation.

10.5 EARNING VACATION WHILE ON LEAVE OR WORKERS' COMPENSATION Employees will continue to earn vacation credit while on paid leave. An employee will continue to earn vacation credit while in the status of workers' compensation for up to one year from the anniversary date of the injury. No vacation credit will accrue while on unpaid leave. Accrual will resume upon return to work.

10.6 RATE OF PAY FOR VACATION LEAVE Vacation Leave will be paid at the employee's base pay rate at the time of vacation.

SECTION 11: OTHER LEAVES

11.1 MILITARY TRAINING Full-time employees who are required to report for temporary summer, or a like period of training in the military forces of the nation or the Commonwealth, shall be paid an amount equal to the difference between compensation for a normal working period and the amount paid for military training; provided that the employee furnish to his/her Department head an authenticated copy of the orders issued to him/her and an authenticated certificate showing the date or dates on which such duty was performed. Instead, an employee, on his/her request, may schedule his/her regular vacation during his/her period of military leave. The maximum amount of military training allowed in a fiscal year is seventeen (17) working days.

11.2 JURY DUTY An employee required to serve on a jury on days he/she is scheduled to work, shall be paid his/her regular wages for the first three (3) days, or part thereof, of such juror service, at his/her regular straight time rate. For fourth and subsequent days of such juror service, the employee shall be paid the difference between the amount received as juror compensation (excluding travel allowance) and the employee's straight time wage.

An employee seeking compensation in accordance with this Section shall notify the Department head after receipt of the notice of selection for jury duty and shall furnish a written statement to the Town showing dates of juror service, time served, and the amount of juror compensation received.

If an employee is required to appear in Court as a defendant or witness in an action arising out of the performance of his/her duties for the Town, the employee shall be construed to be on duty for the Town if such time as he/she is officially required to be in court falls within his/her regularly scheduled working hours. The employee shall provide prior notice to his/her Department head of such court appearance and such documentation as may be requested by the Department head.

11.3 MATERNITY LEAVE All qualified full-time and part-time employees, as defined in this Bylaw and covered by MGL Chapter 149, Section 105D, shall be entitled to maternity benefits.

11.4 FAMILY AND MEDICAL LEAVE The Town of Leicester shall provide its employees Family and Medical Leave in accordance with provisions of the Federal Family and Medical Leave Act and the Massachusetts Small Necessities Act. The Board of Selectmen may issue such rules, regulations, and policies as may be necessary to carry out the Acts. The Town Administrator shall administer the leave program.

11.5 BEREAVEMENT In the event of a death in the immediate family of a full-time or part-time employee, he/she will be entitled to a maximum of one (1) regularly scheduled work week of Bereavement Leave. Paid bereavement begins the first day following death and is payable according to the following:

☐ *One (1) work week:* Employee's spouse or domestic partner, child, step-child, parent, step-parent, brother, sister, step-brother, step-sister.

☐ *Three (3) consecutive days:* Employee's grandparents, grandparents-in-law, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law.

☐ *One (1) day:* Employee's brother-in-law, sister-in-law, aunt, uncle, nephew, niece, first cousin.

Bereavement Leave is normally granted immediately following a death in the family. If funeral arrangements are postponed or when other unusual circumstances exist, the employee may, with supervisory approval, defer the Bereavement Leave to a later date. Bereavement Leave cannot be paid in addition to any other paid time off such as Holiday, Vacation, Sick, or Personal Leave. However, if an employee is being paid Sick, Vacation, and/or Personal Leave, he/she may request to be paid Bereavement Leave.

If an employee is regularly scheduled to work on a day on which a holiday falls and is on Bereavement Leave, he/she will be paid Bereavement Leave for his/her regularly scheduled hours and will receive Holiday Compensatory Leave for his/her regularly scheduled hours.

11.6 PERSONAL LEAVE

a. Full-time and part-time benefited employees will accrue personal leave *annually*. This shall be calculated as follows: Eligible employees will accrue 0.75x their average regularly scheduled hours per work week annually.

During the first year of employment each such employee will be eligible for the following Personal Leave:

- ☐ Hired between July 1-October 30 – 1.0x annual accrual
- ☐ Hired between November 1-February 28(29) – 0.33x annual accrual
- ☐ Hired between March 1-June 30 – 0.00x annual accrual

Personal Leave shall be scheduled with prior approval of the department head subject to the operating and staffing needs of the department as determined by the department head. Personal Leave must be used during the fiscal year in which it is awarded and cannot be carried over from fiscal year to fiscal year. Personal Leave not used by the end of the fiscal year shall be forfeited and may not be converted to cash. Upon termination or retirement Personal Leave may not be converted to cash.

11.7 HOLIDAY LEAVE. This section effective upon approval at 2009 Town Meeting (June 16-09).

Full-time and part-time benefited employees shall be paid for each of the following holidays as outlined below:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

If a full-time or part-time employee is:

1. regularly scheduled to work on a day on which a holiday falls, he/she will be paid for his/her regularly scheduled hours.
2. regularly scheduled and required to work on a day on which a holiday falls, he/she will be paid straight time for hours worked and receive holiday pay for his/her regularly scheduled hours.
3. not regularly scheduled to work on a day on which a holiday falls, he/she will receive Holiday Compensatory Leave at the rate of one-fifth (1/5) the total regular weekly scheduled hours x 1 1/4
~~at one fifth (1/5) the total number of hours he/she is regularly scheduled to work during a normal work week.~~

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4. not regularly scheduled to work on a day on which a holiday falls but is required to work (with the exception of department heads), he/she will be paid straight time (or according to overtime rules, if applicable) for hours worked and receive Holiday Compensatory Leave at one-fifth (1/5) the total number of hours he/she is regularly scheduled to work during a normal work week.

NOTE: Holiday Compensatory Leave will be scheduled at the discretion of the department head and must be taken within six (6) months.

11.8 AUTHORIZED LEAVE WITHOUT PAY Leaves of absence without pay may be granted only after the written recommendation of the department head and the approval of the Board of Selectmen. The Board of Selectmen shall consider whether the leave is scheduled for such time as best serves the needs of the department and the public.

11.9 UNAUTHORIZED LEAVE WITHOUT PAY Any absence which has not been authorized by law, this Bylaw, or by administrative rules and regulations shall be unauthorized leave without pay. Any employee who is absent for a period of five (5) consecutive workdays without specific authorization for such absence shall be deemed to have permanently vacated his/her position, unless authorization is subsequently granted by the Town Administrator.

PART II

SALARY/WAGES

SECTION 12: COMPENSATION

All employees included in the Job Classification and Compensation Plan shall be eligible to receive pay based upon their job classifications. All job classification adjustments shall be subject to written recommendation of the appointing authority with the approval of the Board.

~~The starting rate shall be the minimum of the salary range of the job classification to which the new employee has been hired. Upon the recommendation of the Town Administrator, the Appointing Authority may provide a starting rate higher than the minimum of the salary range up to the mid point of the salary range. The starting rate of the employee shall be placed on the range as stipulated in the classification and compensation plan. A new employee's education and years of experience in similar positions shall be used in determining~~ The recommendation must substantiate that the candidate possesses prior job experience, extra qualifications, and/or education that directly relates to the job classification.

12.1 PERFORMANCE REVIEW A written evaluation of each employee's performance shall be conducted annually by the department head on such form as the Town Administrator shall require. The purpose of the performance review is to provide a periodic, formal process to review the employee's performance matched against prior mutually-agreed upon goals and objectives. The written performance evaluation shall be reviewed with the employee and signed by both parties attesting to the review; however, the employee only attests to the review itself, not necessarily its contents.

Base Wage increases are based on merit and ability as determined through the annual performance review process. They are not automatic. The department head shall perform the evaluation, and the Town Administrator shall review it. Employees who receive a satisfactory or better evaluation shall be eligible for a base wage increase. The Town Administrator shall determine the amount of any increase in light of the availability of appropriated funds and the employee's overall performance. If the employee receives a satisfactory or better review from his department head and funds have been appropriated, the employee may appeal the Town Administrator's decision to award a base wage increase below the average on a percentage basis (including the decision to award the employee no base wage increase) to the Board of Selectmen, which shall confer with the employee, the department head, and the Town Administrator. For ratification.

SECTION 13: CLASSIFICATION Refer to the Town's "Classification and Compensation Plan."

SECTION 14: PAY SCHEDULE Refer to the Town's "Classification and Compensation Plan."

SECTION 15: HEALTH FUND AGREEMENT AND TRUST

A. Non-bargaining unit members shall be eligible to participate in the Town's Health Fund Agreement and Trust, established pursuant to Section 15 of Chapter 32B, where non-bargaining unit members live outside of the HMO service area and who were full-time employees retiring after November 1, 1994 from the service of the Town.

B. To be eligible for benefits under the Trust, a retired employee must be participating in the Town's health insurance program unless said employee is located in an area where it is unavailable, and must be actually retired under Chapter 32 of the Massachusetts General Laws.

C. The Town's minimum financial contribution and liability under the Trust shall not be less than 50%. The Board ~~of Selectmen~~ shall have the right to adjust the Town's level of contribution and to set a financial cost ceiling on the Town's contribution under the Trust.

D. No person receiving benefits under this bylaw may pyramid health insurance benefits with another health insurance program of the Town.

E. The Board ~~of Selectmen~~ may adopt appropriate rules and regulations to implement this bylaw.

PROPOSED MOTION

Move that the article be accepted as written.

FINANCE ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote pursuant to G.L. c. 40, §5B.

ARTICLE 18 CITIZEN'S PETITION – RECALL PROCEDURE FOR ELECTED OFFICIALS

To see if the Town will vote to have the Select Board petition the Great & General Court of the Commonwealth to enable the recall of elected officials consistent with this suggested format and if that legislation is enabled that it be recorded as a special Chapter in the Town of Leicester's Bylaws, as on file in the Town Clerk's office.

PROPOSED MOTION

To see if the Town will vote to have the Select Board petition the Great & General Court of the Commonwealth to enable the recall of elected officials consistent with this suggested format and if that legislation is enabled that it be recorded as a special Chapter in the Town of Leicester's Bylaws, as on file in the Town Clerk's office.

Proposed Legislation: Recall of Elected Officials

SECTION 1.

Any holder of an elected office in the town of Leicester may be recalled, and removed from that office, by the qualified voters of the town as provided in this chapter.

SECTION 2.

Any fifty (50) registered voters may initiate a recall petition by filing with the Town Clerk of the Town of Leicester an affidavit containing the name of the officer sought to be recalled and a statement of the grounds for recall.

Town of Leicester
Fall Town Meeting – November 17, 2020

After the Town Clerk has certified the affidavit, the Town clerk shall within four (4) business days, deliver to the voter first named on the affidavit a sufficient number of copies of petition blanks demanding the recall. These blanks shall be issued by the town clerk with the town clerk's signature and official seal attached to them. They shall be dated and addressed to the Select Board of the town, shall contain the name of the person to whom issued, the name of the person sought to be recalled, the office from which recall is sought, the grounds of recall stated in the affidavit and shall demand the election of a successor to the office. A copy of the petition shall be entered in a record book to be kept in the office of the Town Clerk.

The completed recall petition shall be returned and filed with the Town Clerk on or before 5:00 p.m. of the thirtieth (30th) day after the issuance of the petition to the filers. If the thirtieth day is a Friday, Saturday, Sunday or a holiday, the petition may be filed on the next business day.

The petition shall be signed by at least ten (10) percent of the registered voters or seventy-five percent (75%) of the average number of voters in the Town Elections for the previous three (3) years, whichever is the lesser amount, and every signature shall also include the place of residence with street and number, of the signer.

The Town Clerk shall, within one (1) business day after the date of its filing with the Town Clerk, submit the recall petition to the Board of Registrars of voters of the Town of Leicester, which shall, within five (5) business days certify in writing the number of Town voter signatures. Upon completion of its certification the Board of Registrars shall return the petition to the Town Clerk.

SECTION 3.

If the petition has a sufficient number of valid signatures and is certified by the Town Clerk and Board of Registrars, the Town Clerk shall submit it to the Select Board within one (1) business day.

The Select Board shall, within three (3) business days, give written notice to the officer subject to the recall that they have received the certification, and if the officer does not resign within five (5) business days after receipt of the notice, order a special election to be held not less than sixty (60) nor more than seventy-five (75) days after the date of the Town Clerk's certificate that a sufficient petition has been filed, but if any other town election is to occur within ninety (90) days after the date of the certificate, the Select Board may, in their discretion, postpone the holding of the removal election to the date of that other election.

If a vacancy occurs in the office subject to recall after the election has been ordered, the election shall nevertheless proceed as provided in this section.

SECTION 4.

Any officer sought to be recalled may be a candidate to succeed to the office, and unless the officer requests otherwise in writing, the Town Clerk shall place that officer's name on the official ballot without nomination. The nomination of other candidates, the publication of the warrant for the recall election, and the conduct of the election shall all be in accordance with the law relating to elections, unless otherwise provided in this Chapter.

SECTION 5.

The incumbent shall continue to perform the duties of the office until the recall election. If the recall fails, or if the incumbent is re-elected, the incumbent shall continue in the office for the remainder of the unexpired term, subject to recall as before, except as provided in this chapter, Section 7.

If not re-elected in the recall election, the incumbent shall be considered removed upon certification of the election by the Town Clerk.

If the successor fails to qualify within five (5) working days after receiving notification of his or her election, the office shall thereupon be deemed vacant.

SECTION 6.

Ballots used in a recall election shall submit the following proposition in the order indicated:

For the removal/recall of (*name of Officer*).

Against the removal/recall of (*name of Officer*).

Under the propositions shall appear the word “Candidates” and the direction “Vote for One” and beneath this the names of candidates nominated as herein before provided.

If the majority of the votes cast on the recall question is in the affirmative, then the candidate who received the highest number of votes in the special election to fill the vacancy shall be elected. If the majority of the votes cast on the recall question is in the negative, the ballots for candidates to fill the potential vacancy need not be counted.

SECTION 7.

No recall petition shall be filed against an officer within six (6) months after taking office, nor in the case of an officer subjected to a recall election and not removed thereby, until at least six (6) months after that election.

SECTION 8.

No person who has been recalled from an office or who has resigned from office while recall proceedings were pending against him or her shall be appointed to the office from which the person has been removed within one (1) year after such removal by recall or resignation.

Town of Leicester
Fall Town Meeting – November 17, 2020

And you are hereby directed to serve this Annual Town Meeting Warrant by posting an attested copy in at least one public place in each precinct of the Town, on the Town Clerk's bulletin board, and on the bulletin board in the front entry of the Town Hall, and also by serving a copy of said Warrant to the Moderator and the Town Clerk, not less than fourteen (14) days before the 17th day of November 2020

Given under our hand and seal of the Town on this _____ day of _____ 2020

Respectfully submitted, Leicester Select Board

Chair

Date: _____

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

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

and on the Town Clerk's bulletin board, in the front entry of the Town Hall, with the Moderator, and with the Town Clerk, not less than fourteen (14) days before the 17th day of November, 2020.

Printed Name of Constable

Signature of Constable



Town of Leicester

OFFICE OF THE TOWN ADMINISTRATOR

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

October 19, 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 October 15, 2020. This report is brief, as most activities centered around the Town Meeting

Citizen issues: Topics discussed with various citizens

- ☐ Took various questions regarding the school building project.
- ☐ Worked with a property owner regarding a zoning issue at 80 Huntoon Highway. They have a business looking to locate there for outside storage, which is not allowed in that zone. However, working with Counsel and the DIS Director, we determined that the property was grandfathered for that use, and it would be permitted. The property owner was very happy.
- ☐ Had a long email conversation with a resident regarding the Town's responsibilities to inform the public of COVID 19 developments. The resident believed that we are not being specific enough in reporting the private events that have been identified as potential spreader events.
- ☐ Addressed a public records request regarding my employment contract.

Meetings:

- ☐ Participated in discussions with the MSBA and the School Building Committee to discuss next steps after the Town Meeting vote on the new school. It is clear that the project has no path forward, so alternative steps should be discussed.
- ☐ Attended the October 13 School Committee meeting to discuss the possibility of use of the Memorial School site for a replacement school, once the Town official exits the MSBA program after the November 3rd vote. I proposed a warrant article appropriating \$20,000 to perform a traffic study on the site. The School Committee voted to table the request, saying that they would like to meet with the Board, the Finance Advisory Board and Capital Committee at some point to determine why there was not support for the project as presented.
- ☐ Attended the October 14th Capital Committee meeting, during which the Committee reviewed requests made in the spring with one addition. They will likely vote their recommendations on October 28th.
- ☐ Attended a virtual unemployment hearing regarding a former employee.
- ☐ Attended Oktoberfest at the Senior Center

Activities:

- ☐ Continued working on various grant activities, such as application and reporting. An updated spreadsheet is attached. Submitted 2 MOD grant applications for Town Hall accessibility.
- ☐ Worked to finalize the majority of the November 17 Town Meeting warrant.
- ☐ Finalized the FY 2021 Town budget. No major changes, and the majority of the additional funding is recommended to be placed in T/A professional services budget, pending reallocation at the Spring Annual Town Meeting.
- ☐ Researched the costs associated with the Hillcrest building rehab that is being discussed at the Board meeting.

- Met with a vendor regarding permitting software. It appears unlikely that we will be implementing permitting software anytime soon, as the packages cost up to \$40,000 per year.
- Working with the School Administration on the purchase of integrated property and equipment management software (Dude Solutions), which will allow us to have an online database of maintenance requests and other records.
- Investigated the possibility of having free movies on Halloween at the Leicester Drive In. To be discussed at the Board meeting.

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

**SELECT BOARD MEETING MINUTES
OCTOBER 5, 2020 AT 6:00PM
VIRTUAL MEETING**

CALL TO ORDER/OPENING

Chairwoman Provencher called the meeting to order at 6:14pm. Chair Dianna Provencher, Vice-Chair Harry Brooks, Second Vice-Chair John Shocik, Selectman Rick Antanavica, Selectman Herb Duggan, Jr., Town Administrator David Genereux, Assistant Town Administrator Kristen Forsberg, and Assistant to the Town Administrator Bryan Milward were in attendance.

1. SCHEDULED ITEMS

a. 6:00pm - General Entertainment License – Blue Collar Vintage – 468 Auburn Street

Anthony Brooks, the owner of Blue Collar Vintage, discussed his application for a General Entertainment license to allow for free outdoor music at his business on the weekends. He anticipated music events would be held Sunday afternoons. A motion was made by Mr. Brooks and seconded by Mr. Antanavica to approve the license. Roll Call 5:0:0

b. 6:10pm – Discuss Options for Fire Station Retention Pond Mitigation Plan/Vote on Context Settlement

Select Board members, town officials, and members of the public discussed the existing Fire Station site drainage conditions, proposed mitigation options, and cost estimates for each option. A motion was made by Mr. Antanavica and seconded by Mr. Duggan to table the item until the next meeting. Roll Call 5:0:0

c. 6:45pm – Discussion of Town Buildings Reopening for Daily Business and Night Meetings

David Genereux discussed potential issues raised by Department Heads regarding opening Town buildings at this time. The Board agreed to revisit this item after the election in November.

2. PUBLIC COMMENT PERIOD

Doug Belanger, 7 Harberton Drive, expressed his appreciation for the extensive precautions taken to ensure the School Special Town Meeting would be safe and also thanked the organizers of the Town Wide yard sale.

3. RESIGNATIONS & APPOINTMENTS

a. Appointment – Recycling Committee – Sandy Wilson

A motion was made by Mr. Brooks and seconded by Mr. Shocik to appoint Sandy Wilson to the Recycling Committee. Roll Call 5:0:0

b. Appointment – Health Agent – Francis Dagle

A motion was made by Mr. Brooks and seconded by Mr. Shocik to appoint Francis Dagle as Health Agent for the Town. Roll Call 5:0:0

4. OTHER BUSINESS

a. Contract – Health Agent – Francis Dagle

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to approve the contract with Health Agent Francis Dagle. Roll Call 5:0:0

b. Senior Center Donations

A motion was made by Mr. Brooks and seconded by Mr. Shocik to accept the senior center donations as listed in the packet. Roll Call 5:0:0

c. Vote to Sign Green Communities Grant and Subcontract with Guardian Energy

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to sign contracts with Guardian Energy for energy upgrades at the Senior Center and High School through the Green Communities grant program. Roll Call 5:0:0

d. Vote to Place Additional Articles on the Fall Special Town Meeting Warrant (11/17/20)

David Genereux discussed the additional proposed Fall Town Meeting warrant articles as listed in the packet. No action was taken.

e. Intermunicipal Agreement Extension – Regional Public Health Alliance – Health Services

Town Administrator David Genereux discussed the proposed contract extension with the Worcester Regional Public Health Alliance. The extension would continue nursing services until December 31st, 2020, Title V inspections until December 15th, 2020 and all other inspections until October 31st, 2020. A motion was made by Mr. Brooks and seconded by Mr. Duggan to retroactively accept an extension beginning on October 1st, 2020. Roll Call 5:0:0

f. Request to Dissolve the Library Building Committee

A motion was made by Mr. Shocik and seconded by Mr. Antanavica to dissolve the Library Building Committee. Roll Call 5:0:0

g. Extension of Outdoor Liquor Restaurant Sales

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to extend outdoor liquor restaurant sales for previously approved businesses for an additional sixty days beyond the expiration of Governor Baker's COVID-19 state of emergency. Roll Call 5:0:0

h. Trick or Treating Update

Members of the Select Board and town staff discussed the recent CDC guidance on trick or treating activities, the recent uptick in COVID-19 cases locally, and public safety concerns around trick or treating with neighboring cities and towns canceling. A motion was made by Mr. Shocik and seconded by Mr. Antanavica to cancel trick or treating on October 31st. Roll Call: 4:1:0 (Provencher opposed).

5. REPORTS AND ANNOUNCEMENTS

a. Student Liaison Reports

The student liaison provided updates from the Leicester Public Schools.

b. Town Administrator Report

The Town Administrator referred to the Select Board to his written report in the packet.

c. Select Board Reports

Select Board members discussed fire prevention month, the recent Town meeting, heat assistance programs, and resident concerns about tax increases at the state level.

6. MINUTES

a. September 14, 2020

b. September 21, 2020

c. September 24, 2020

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to approve the minutes of September 14, 2020, September 21, 2020, and September 24, 2020. Roll Call 5:0:0

A motion to adjourn was made by Mr. Shocik and seconded by Mr. Duggan at 9:03pm. Roll Call 5:0:0