

PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: August 1, 2022

TIME: 6:00pm

LOCATION: Select Board Conference Room, 3 Washburn Sq, Hybrid

REQUESTED BY: David Genereux, Town Administrator

*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***

**Please be advised that it is the purview of the Board to vote on any topic listed on the agenda
CALL TO ORDER/OPENING**

<https://meet.goto.com/leicesterselectboard>
(571) 317-3122; Access Code: 364-032-797

1. SCHEDULED ITEMS

6:00pm – In Person Appointments

- a. Per Diem EMT – John Wojcik IV
- b. On Call EMT – A.J. Drenzo

2. PUBLIC COMMENT PERIOD

3. CIVIC ANNOUNCEMENTS

- a. Leicester Harvest Fair – September 17, 2022 (10:00 am – 4:00 pm)
- b. Concerts on the Common
 - August 3rd “VIVA LAS ELVIS” - Dan Fontaine & The Memphis Sun Mafia Band (Rain Date August 4th)
 - August 10th CHANGES IN LATITUDE– premier tribute show to Jimmy Buffett (Rain Date August 11th)

4. REPORTS

- a. Student Liaison Reports
- b. Report of the Town Administrator’s Office
- c. Select Board Reports

5. RESIGNATIONS & APPOINTMENTS

- a. Appointment – Interim Town Clerk – Lisa Johnson
- b. Appointments – Arts Council
- c. Appointments – Library Assistants and Senior Workers – Special Municipal Employees
- d. Appointment - Part Time Non-Benefitted EMS Supervisor/Lieutenant – Jeremy Parkinson
- e. Appointment - Part Time Non-Benefitted EMS Supervisor/Lieutenant – Rob Fitzgerald
- f. Appointment – Truck Driver/Laborer – Han Tu
- g. Appointment – Truck Driver/Laborer – Keith John

6. OTHER BUSINESS

- a. Set Date, Time and Location for 2022 State Primary –September 6, 2022, 7am-8pm, Town Hall Gym
- b. Use of Roads for 2022 Midstate Trail Race – October 8-9, 2022
- c. Leicester High School Campus update – Authorization of renovations, purchases, and/or bids
- d. Town/School Grant Writer Position

- e. Police Officer and Supervisor Unions MOAs
- f. Designation of Police Chief to appoint officers at polling places during elections pursuant to MGL Chapter 54, Section 72.
- g. Consideration of forming Becker Property Advisory Workgroup or Committee

7. MINUTES

- a. July 18, 2022

8. EXECUTIVE SESSION, MGL CHAPTER 30A, SECTION 21(a)(2) & (6)

- a. Exception 2 – Conduct strategy sessions in preparation for negotiations with nonunion personnel (Interim EMS Director, Assistant Town Administrator, and Town Accountant positions)

ADJOURN

Memo



To: Leicester Selectboard
From: Brian D. Kelley, Interim EMS Director
Date: July 28, 2022
Re: Appointments & Promotions

As discussed on Monday July 18, 2022, I am requesting the Selectboard appoint and promote the following individuals:

- Part-Time Non-Benefited EMS Supervisor – Lieutenant: Jeremy Parkinson
- Part-Time Non-Benefited EMS Supervisor – Lieutenant: Robert Fitzgerald
- Per-Diem EMT: John Wojcik
- On-Call EMT: A.J. Drenzo

Jeremy Parkinson & Robert Fitzgerald are on vacation and are unable to attend in person (or remotely) for the Selectboard Meeting.



Town of Leicester
OFFICE OF THE TOWN ADMINISTRATOR
Town Hall, 3 Washburn Square
Leicester, Massachusetts 01524
Phone: (508) 892-7000 Fax: (508) 892-7070
www.leicesterma.org

August 1, 2022

To: Select Board
From: David Genereux, Town Administrator
RE: Report of the Town Administrator's Office

The following is a report on the general activities of the Town Administrator through July 28th, 2022

Former Becker property

- See Progress report #3

Economic Development/Businesses

- Held the first interdepartmental permit licensing meeting on 7/19. Three businesses came before the group KR

Citizen issues

- Received an email regarding a resident concerned with no functional fire hydrants in his neighborhood. Speaking with the Fire Chief about a possible resolution. DG
- Fulfilled a public records request regarding employees hired after June of 2017.

Grants

- We were successful in obtaining a \$500,000 grant for the replacement of the Auburn Street bridge. We will have a design and cost update commencing at the end of August. Project should be put out to bid in the fall with a spring commencement.

Meetings

- The Chair and I met with the interim West Boylston Town Administrator to discuss a shared maintenance position. While not optimal, it offers possibilities to start a maintenance department. Further discussion will take place in the coming weeks, unless we can find a way to fund a full-time position in Town. DG
- Met with the School Superintendent to discuss a shared grant writer position DG

Financial/Budgetary

- Highway materials bids are now out and generating interest. Bids for bituminous concrete in place, cold planing, and line painting are due on August 18. Assembling these bid specifications gives the Town a template for project IFB's that can be used going forward, eliminating time used in crafting customized bid specifications. DG
- Working with Highway Department on closing out the Shared Winter Streets grant. DG
- With the state budget completed, we can now turn to the fall town meeting. There are a few budget modifications to be done on the municipal portion of the budget. Key is funding the grant writer, maintenance staff, and funding a competitive salary for the Assistant Town Administrator. DG

- Continued making payments and adjustments for the year end budget and the FY 23 budget. KF
- Preparing to assemble a bid for roof replacement at Fire Station #3. DG
- Did an extensive review of the Town's finances with Standard and Poor's in preparation of a 20 million dollar bond anticipation note that will be voted by the Board on August 15th. This is likely the final BAN issue we are doing. I expect the permanent debt for the campus acquisition, the feasibility study, the Waite Pond Dam and the Fire Station contractor settlement will be moving forward next year. DG

Human Resources

- Completed interviews for two Highway Truck Driver/Laborer positions. DG
- Participated in a preparatory session for an ongoing MCAD case. DG

Misc.

- Completed claim and funded replacement for the compressor in the server room at the Fire & EMS HQ that was ruined by a lightning strike. DG
- Spoke with a representative of the family who originally donated the land on which the Memorial School now stands and have been informed that they will not oppose the sale of the building with a 20-foot buffer around the building. The property will be put up for sale as soon as I can get the property surveyed and staked. DG

Lisa J. Johnson

WORK OF EXPERIENCE

May 2021-June 2022 Town of Lancaster, MA – Town Clerk

August 2020-April 2021 Town of Spencer, MA – Interim Town Clerk

May 2017-June 2020 Town of Boylston, MA - Town Clerk

Conducted and certified all elections and prepared required reports to Secretary of State. Scheduled voter registration sessions and managed on State Voter Registration Information System database. Certified signatures on nomination papers and petitions. Conducted annual town census and created Street Listing. Responded within a timely fashion to all customer requests. Responsible for maintaining all vital records and issued related certificates. Maintained meeting agendas and posted meeting notices for all boards and committees both in-house and online. Filed town meeting actions with Attorney General's Office and Division of Revenue. Tracked compliance regarding Open Meeting Law, Conflict of Interest Law and Public Records Law. Administered Oath of Office to appointees and elected officials. Oversee department receivables of money collected and forwarded all funds to Town Treasurer and prepared payroll for Town Clerk and Assistant. Certified Notary Public, Bonded. Excellent interpersonal and customer service skills. Hired and trained two assistant clerks.

January 2017 – May 2017 Town of Boylston, MA – Assistant Town Clerk

Assisted Town Clerk with filing, mailings and duties as assigned.

1997-2016 Licensed Daycare Owner/Operator, Boylston, MA

Established home daycare business in accordance with State of Massachusetts Office for Children guidelines. As a one-woman operation, handled day-to-day needs of my clients, both parents and children. Handled all financial aspects of business including providing daily nutritious meals and snacks. Responsible for maintaining food menu and reporting to state for reimbursement.

2015- Present Christ Lutheran Church, West Boylston, MA - Treasurer

Responsible for all financial aspects including weekly deposit, budgets, bill paying and balance checking account.

1996- 2006 Christ Lutheran Nursery School, West Boylston, MA – Treasurer

Responsible for all financial aspects of the school using the Quick Books Pro system. This system entailed recording deposits from students, paying supply bills to vendors, weekly payroll for staff of seven and filing and paying State and Federal taxes monthly along with quarterly reports.

1990-1997 Federal Deposit Insurance Corporation (FDIC), Franklin, MA-General Ledger Accounting Technician

Performed on-a-daily-basis input of journal entries for 31 closed banks. Reviewed journal entries received from various departments from within FDIC for accurate account coding. Tracked on the FDIC Trustee for Ownership system all monies received via cash collection and other departments for Third Party accounts. Reconciled on a daily and monthly basis the Trustee account. Maintained files for all journal entries processed for closed banks. Originated schedule for General Ledger technicians to follow on a weekly rotation. Verified other General Ledger technician's daily input for accuracy. Assisted in nine bank closings as part of the FDIC Pro Forma support team. Trained five new General Ledger staff including Lead Technician, Accountant and Unit Chief.

1989-1990 The Prudential Real Estate Affiliates, Inc, Westborough, MA - Accounting Technician

Verified and entered Applicant Financial Survey information onto spreadsheets for management review and acceptance of a prospective franchise. Verified expense reports for consultants and input information in the PREMS accounting system to process computerized checks. Processed on a-daily-basis invoices for payment and Franchise Fee checks to be sent to the national office. Extensive use of: Lotus 123, Wang Word Plus and Prudential Real Estate Management System program. Maintained files and performed other accounting duties as requested.

References will be furnished upon request.

EDUCATION

Quinsigamond Community College, Worcester, MA-Accounting

From: [Chip Leis](#)
To: [Rubin, Kristen](#)
Subject: Re: Arts Council Roster
Date: Thursday, July 14, 2022 12:25:15 PM

To: The Select Board of Leicester,
From: Leicester Arts Council
July 14, 2022

Please vote on the following members:

Christie Higginbottom to be Ex Officio, Term 2 ended 5/10/22

Sharon Nist to be taken OFF Ex Officio 7/16/22 and vote as a member Term 1

Dianne Lennintion, Term 1 ends 9/27/22 vote for Term 2

Elizabeth Mac-Aulele Term 2 ends 10/5/22 vote for Ex Officio

Chip Leis Term 1 ends 11/2/22 vote for Term 2

Chip Leis,
Secretary, Leicester Arts Council

On Thu, Jul 14, 2022 at 11:42 AM Rubin, Kristen <rubink@leicesterma.org> wrote:
Hi Chip,

Please see attached and let me know if anything else looks incorrect. Thanks,

Kristen L. Rubin, MPA & MCPPO
Assistant Town Administrator
Town of Leicester
3 Washburn Square
Leicester, MA 01524
508-892-7077

From: [Davis, Debbie](#)
To: [Rubin, Kristen](#)
Subject: RE: Marie
Date: Thursday, July 21, 2022 7:49:36 AM

Kristen please add to the August 1st agenda
Asking the select board to add senior volunteers and part time library workers as special municipal employees.
Thank you,
Debbie

Deborah K. Davis
Leicester Town Clerk, Notary, Burial Agent
Office Hours: M,W,Th 8-5pm; Tue. 8-7pm
Closed Fridays
508-892-7011
508-892-7070 fax

Absentee and/or Early Vote Applications

<https://www.sec.state.ma.us/e/e/elepdf/absentee/English-Absentee-Ballot-Application.pdf>

<https://www.sec.state.ma.us/e/e/elepdf/2021-Vote-by-Mail-Application.pdf>

From: Rubin, Kristen <rubink@leicesterma.org>
Sent: Wednesday, July 20, 2022 3:28 PM
To: Davis, Debbie <Davisd@leicesterma.org>
Cc: Genereux, David <genereuxd@leicesterma.org>
Subject: RE: Marie

Hi Deb,

Here is the answer from Counsel – it is a complicated process but not impossible. The select board would either have to vote senior workers and library assistants as special municipal employees, OR, she would need to meet the following conditions pursuant to G.L. c. 268A, s. 20(b), of which I think a few are problematic:

1. The services of each position will be provided outside the regular working hours of the other (it sounds like this condition would be satisfied);
2. The positions are in different departments (which they are in this case);
3. The new position was publicly advertised;
4. In her capacity as a library assistant, she may not participate or have responsibility for any of the activities of the Town Clerk's office;
5. The services of the new position are not required as part of her regular duties in the other

- position, and she is not compensated for more than 500 hours in a calendar year;
6. She files a disclosure with the Town Clerk;
 7. The head of the contracting agency (Town Administrator in this case) files with the Town Clerk a written certification that no other employee is available to perform the services; and
 8. The Select Board approves her exemption from Section 20 of the Conflict of Interest Law.

If she also wants to work for the Town Clerks' office through the senior tax work-off program, the same conditions would apply, as the State Ethics Commission has determined that such programs do create a financial interest in a contract with the municipality. See [EC-COI-04-4 | Mass.gov](#). She would need to take all of the steps and satisfy all of the conditions outlined above from the perspective of her tax work-off position as well.

Kristen L. Rubin, MPA & MCPPO
Assistant Town Administrator
Town of Leicester
3 Washburn Square
Leicester, MA 01524
508-892-7077

From: Davis, Debbie <Davisd@leicesterma.org>
Sent: Monday, July 18, 2022 4:22 PM
To: Rubin, Kristen <rubink@leicesterma.org>
Subject: Marie

Kristen,
Did you ever get a ruling on Marie? Can she work as a senior volunteer? I need her in the office if she can.
Thanks,
Debbie

Deborah K. Davis
Leicester Town Clerk, Notary, Burial Agent
Office Hours: M,W,Th 8-5pm; Tue. 8-7pm
Closed Fridays
508-892-7011
508-892-7070 fax

Absentee and/or Early Vote Applications

<https://www.sec.state.ma.us/ele/elepdf/absentee/English-Absentee-Ballot-Application.pdf>

<https://www.sec.state.ma.us/ele/elepdf/2021-Vote-by-Mail-Application.pdf>


Town of Leicester

Application for Employment

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

APPLICANT INFORMATION

Name: Han Tu

Street Address: 

Mailing Address (if *different*): — — — — —

Home Phone: — — — — — Other; — — — — —

Email Address: — — — — —

How were you referred to the Town of Leicester? — — — — —

EMPLOYMENT POSITIONS

Position(s) for which you are applying: Highway Truck Driver/Laborer

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

If hired, on what date would you be available for work? August 31, 2022

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

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

PERSONAL INFORMATION

Have you ever applied to/worked for the Town of Leicester? Yes **No**
If yes, please explain (include date[s]): — — — — — — — — — —
— — N/A

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

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

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

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

EDUCATION

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

~~Upes, 12 freeland st~~ Yes High School Diploma

~~QCC, 20 Franklin st~~ No

Skills and Qualifications: Licenses, Training, Apprenticeships, Awards

Have my class b with air brake endorsement

Job related training in the United States Military

N/a

EMPLOYMENT HISTORY

Present or Last Position

Employer Nestle Waters

Address Framingham ma

Supervisor: Ronald Miller

Phone: _____

_____ Position Title: Route sales representative

_____ Dates Employed: July 2016-present

Pretrip, check truck for safety, drive safely, make deliveries, plan and route

Reason for Leaving:

Previous Position(s):

Employer Buttermut golf club

Address Stow ma

Supervisor: Erin page

Phone _____

_____ Position Title: Head waiter/runner

_____ Dates Employed: June 2007 – June 2020
_____ aes mpye: _____

Responsibilities – Set up room for event, prep food for guest, run food out for guest, supervisor

Reason for Leaving: No longer available on weekends

_____ *****

Employer: Boston Top Properties

Address:

Worcester, MA

Supervisor: Eric Girard

Phone: _____ Email: _____

Position Title: M_a_in_t_e_n_a_n_c_e Dates Employed: 05/01/2017- 01/01/2019

Responsibilities: • Maintained grounds - lawn mowing, snowblowing, shoveling, mulching, lawn

Reason for Leaving: Schedule

Include resume for additional work history.

~~May we contact your present employer?~~ Yes No

REFERENCES

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

1 Jim Fleming Worcester, MA

2 Josian Martinez, Windsor lock ct,

3 Erin Page, stow ma

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

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

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

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

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

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

I understand and also, that I am required to abide by all rules and regulations of the employer, which **L**e notice at the discretion of the Town.

h... Ob...Ba...a&Th...

07/22/2022

Signature of Applicant

Date

For Personnel Department Use Only

Arrange Interview: D Yes D No

Remarks: — — — — —

Employed: D Yes D No Date of Employment: — — — — —

Job Title: — — — — — Department: — — — — —

Hourly Rate/Salary: — — — — —


Town of Leicester

Application for Employment

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

APPLICANT INFORMATION

Name: Keith John

Street Address: 

Mailing Address (if *different*): — — — — —

Home Phone: — — — — — Other; — — — — —

Email Address: — — — — —

How were you referred to the Town of Leicester? — — — — —

EMPLOYMENT POSITIONS

Position(s) for which you are applying: Truck Driver/Laborer

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

If hired, on what date would you be available for work? July 4, 2022

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

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

PERSONAL INFORMATION

Have you ever applied to/worked for the Town of Leicester? Yes **No**
If yes, please explain (include date[s]): — — — — — — — — — —
— — N/A

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

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

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

Provide any additional job-related information you would like to have considered.
CDL Class B with Airbrakes and over 10 years of commercial driving experience as well as
laborer experience

EDUCATION

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

Quinsigamond y Business Administration

North High School y General Studies

Skills and Qualifications: Licenses, Training, Apprenticeships, Awards

CDL CLASS B with AIRBRAKES

Job related training in the United States Military

EMPLOYMENT HISTORY

Present or Last Position

Employer | Marlborough Public Schools

Address 17 Washington St, Marlborough, MA 01752

Supervisor: Andrew White

Phone: _____

_____ Position Title: Custodian

_____ Dates Employed: 04/21/21 current

- Prioritize the maintenance needs of the school and its' staff • Safe use of

Reason for Leaving: Seeking growth opportunities

Previous Position(s):

Employer AA Transportation

Address 605 Hartford Turnpike, Shrewsbury, MA 01545

Sean Lyonnais

Supervisor:

Phone

_____ Position Title: School Bus Driver

_____ Dates 11/10/2010 - 04/01/2021
aes mpoye: _____

Responsibilities – Studied all required material for obtaining a Commercial Driver's License

Reason for Leaving: _____
Covid related hour reduction

Employer: Boston Top Properties

Address:

Worcester, MA

Supervisor: Eric Girard

Phone: _____ Email: _____

Position Title: M_a_i_n_t_e_n_a_n_c_e Dates Employed: 05/01/2017- 01/01/2019

Responsibilities: • Maintained grounds - lawn mowing, snowblowing, shoveling, mulching, lawn

Reason for Leaving: Schedule

Include resume for additional work history.

~~May we contact your present employer?~~ Yes No

REFERENCES

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

1 ~~Thomas Bowes, Leicester, MA~~

2 Christopher Barry, Auburn, MA

3 Eric Girard, 12 Marcius Rd, Worcester, MA

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

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

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

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

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

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

I understand and also, that I am required to abide by all rules and regulations of the employer, which **L**e notice at the discretion of the Town.

h, Ob-11B1Ba -bO<n*****a&Th,

06/22/2022

Signature of Applicant

Date

For Personnel Department Use Only

Arrange Interview: D Yes D No

Remarks: — — — — —

Employed: D Yes D No Date of Employment: — — — — —

Job Title: — — — — — Department: — — — — —

Hourly Rate/Salary: — — — — —

From: [Ken Antanavica](#)
To: rich@newenglandraceevents.com
Cc: [Rubin, Kristen](#)
Subject: RE: 2022 Midstate Trail Race: Leicester
Date: Wednesday, July 13, 2022 7:21:08 AM

Good morning Kristen and Rich:

Kristen would you please put this on the Selectboard for consideration with my support ?

Thank you :

*Chief Kenneth M Antanavica
Leicester Police Department
90 S. Main St.
Leicester, Ma 01524
(508) 892-7010 ext 2010
Fax (508) 892-7012*

From: rich@newenglandraceevents.com <rich@newenglandraceevents.com>
Sent: Wednesday, July 13, 2022 6:17 AM
To: Ken Antanavica <antanavicak@leicesterpd.org>
Cc: forsbergk@leicesterma.org
Subject: 2022 Midstate Trail Race: Leicester

Good Morning Chief,

I hope you're doing well!

It's that time of year again and I am writing you to seek permission to run through the Town of Leicester as part of the Midstate Massive Ultra Trail event that is scheduled for October 08-09, 2022.

This year's route is mostly similar to last year's except that we will be following the Midstate Trail across Moose Hill Rd per the attached map (previous years we ran down Donnelly Cross Rd to Donnelly Rd). We anticipate approximately 200 runners spread out over a 4-6 hour period.

I've also attached a copy of our 2022 Runner's Handbook which describes our COVID precautions (section 6) as well as our Medical response plan (section 9). The event has been sanctioned by USA Track and Field (sanction #139803) and I will forward the insurance certificate to your attention once it has been received.

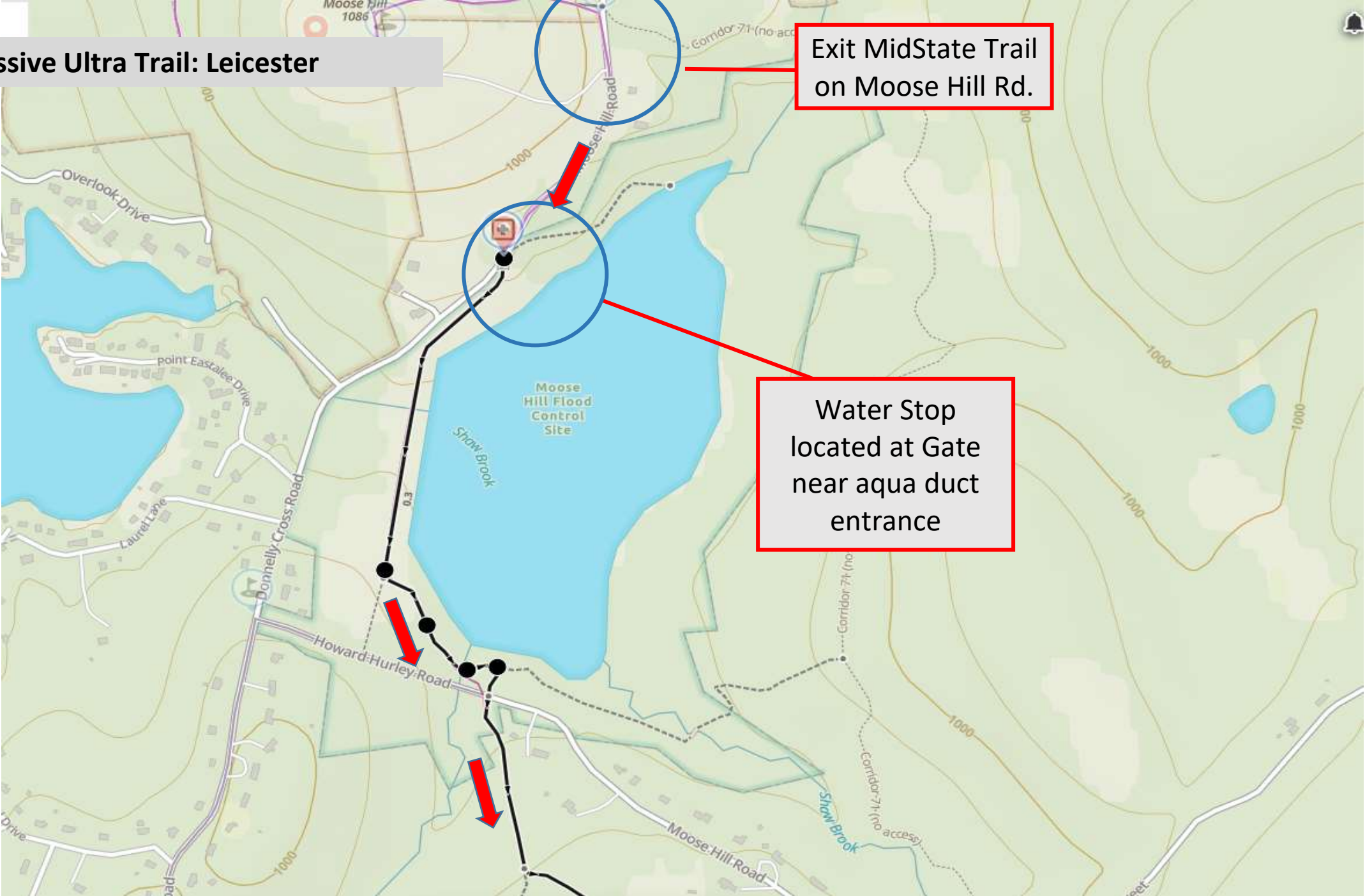
Please let me know if you approve this request by replying to this message as well as any questions

you might have.

Best regards,

Rich Mazzola
New England Race Events
Cell: 978-239-3477

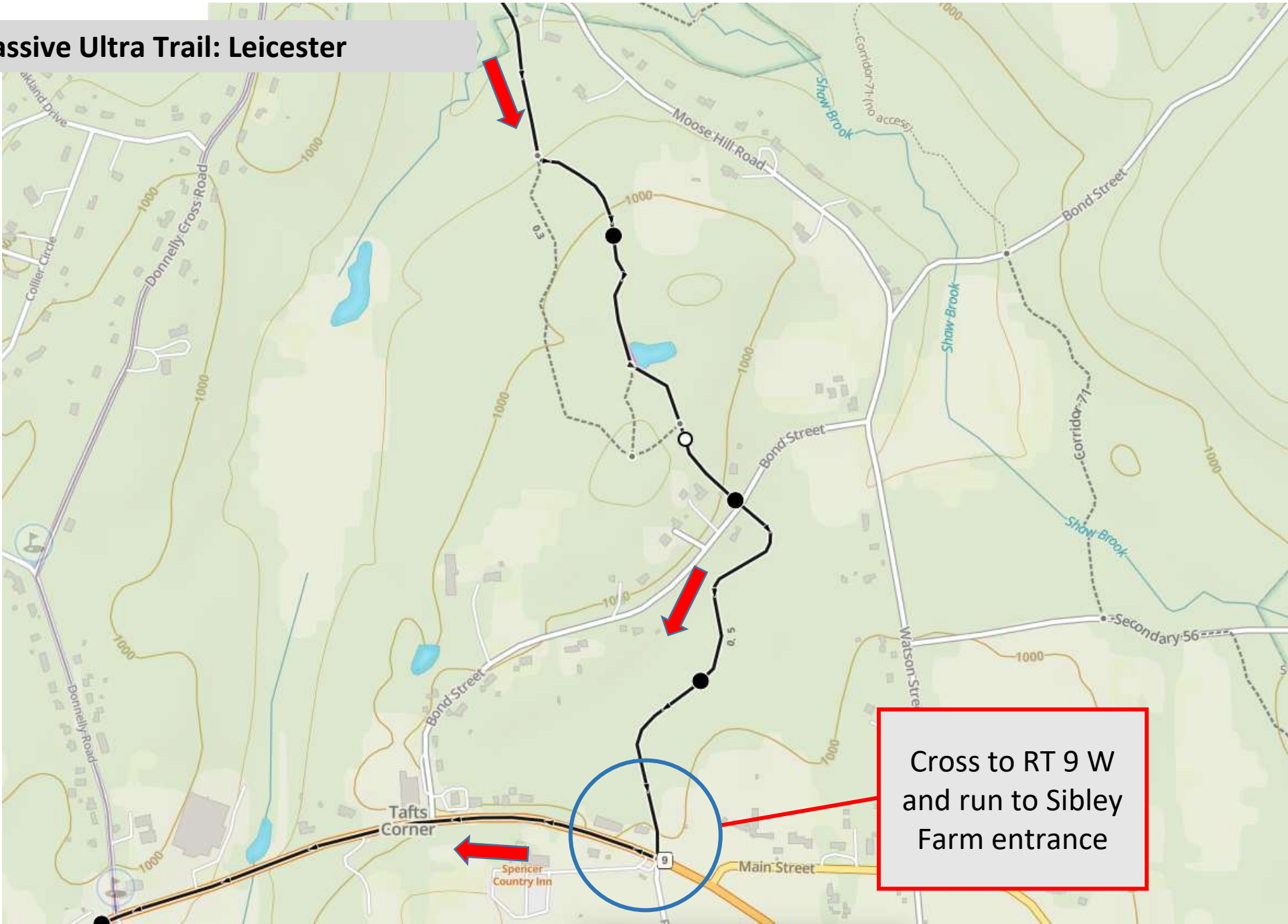
Midstate Massive Ultra Trail: Leicester



Exit MidState Trail
on Moose Hill Rd.

Water Stop
located at Gate
near aqua duct
entrance

Midstate Massive Ultra Trail: Leicester





30/50/100M

October 8-9, 2022

Runners Handbook

Where does your running take you?



2022 Runners Handbook



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- 15 Cancellation Policy**

Appendix

- **Emergency Services Information**
- **Aid Station Timing**



2022 Runners Handbook



1.0 Introduction

Welcome to the 4th Edition of the **Midstate Massive Ultra Trail** race! New England's only point to point ultra.

The **2022 Runner's Handbook** is your comprehensive guide to all aspects of this event. Please read through it carefully and thoroughly. Your understanding of this information will greatly contribute to your safe and successful completion of the race. If you have any questions or concerns, please contact us directly at our emails below. Otherwise, we look forward to seeing you on race day!

Andy Marx: Andy@NewEnglandRaceEvents.com

Rich Mazzola: Rich@NewEnglandRaceEvents.com

2.0 Race Description

The **Midstate Massive Ultra Trail** takes place at the height of the New England foliage season on October 8-9, 2022. There are three separate race distances that follow the Midstate Trail except where noted.

The Midstate Trail runs from the border of New Hampshire and Massachusetts all the way to the border of Massachusetts and Rhode Island, and briefly enters Connecticut. It is comprised of both public and private lands, which means we are all guests along the trail.

2.1 100 Miles: Start at Windblown XC Ski Area, New Ipswich, NH 10/08/2022
~8:00am-12:00pm

2.2 50 Miles: Start at DCR Long Pond Boat Ramp, Rutland, MA 10/08/2022
~9:00pm-12:00am

2.3 30 Miles: Start at Howe State Park, Spencer, MA 10/09/2022 7:00am

Your exact start time will be posted no later than October 1, 2022. Course cut off times are as follows:

- The 100M cutoff is 33 hours from the 1st wave start time.
- The 50M cutoff is 17 hours from the 1st wave start time.
- The 30M cutoff is 9 hours.

The course will be closed on Sunday at 3:00 pm. The finish line will be closed by 4:00 pm.



2022 Runners Handbook



2.4 Ultra-Trail du Mont-Blanc (UTMB)

The International Trail Running Association (ITRA) and the race organization of UTMB has awarded our 100M race course 5 qualifying stones and our 50M race course 3 qualifying stones that can be applied towards entry into UTMB—one of the pinnacles of ultra-trail events!

3.0 Sponsors

The following is a list of our awesome sponsors who are a part of our ultra-trail adventure.

- **Vibram**

TBD

- **Craft Sports**

TBD

- **SUUNTO:** Since the invention of the liquid-filled compass in 1936, Suunto has been at the forefront of design and innovation for sports watches, dive computers and sports instruments used by adventurers all over the globe. From the highest mountains to the deepest oceans, Suunto equips and inspires outdoor enthusiasts to live a life of adventurer



- **ARC'TERYX Boston:** Founded in the Canadian Coast Mountain wilderness, Arc'teryx is built on the principle of obsessive, precise design and production. Timeless quality, intuitive design and simplicity result in unrivaled performance at the point of extreme need





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4.0 Race Organization and Staff

4.1 Event Directors: Andy Marx and Rich Mazzola

Andy Marx and Rich Mazzola are the Founders and Directors of the race and manage the event in a variety of ways from start to finish. They will be assisted throughout the race by core staff as described below.

4.2 Core Staff

Core staff positions are listed below along with their respective roles and responsibilities. Please direct any issues/questions to the correct individuals should they arise during the race.

- Registration/Timing/Tracking: Mark Gelfond
- Marketing: Meredith Beaton Marx
- Asst Race Director/30M Start: Rich Person
- Volunteers: Carol Rainville
- Medical: Rob Hunt

5.0 Pre-Race Planning

5.1 Lodging

There are many lodging options within a 40-minute drive of the start and finish lines. We will provide updates on any that have agreed to provide special lodging rates for Midstate Massive runners. Please check our website for links and future updates.

5.2 Required Gear

Please pack and dress appropriately for this race. New England weather can be very unpredictable and you should be prepared with adequate outerwear. The temperatures can vary from the 70's during the day to the 30's during the evening.

Each runner participating in either the 100-mile or 50-mile race are expected to come prepared with the following:

- 1-2 Masks (see section 6.1)
- One (1) reflective vest with reflective strips *or* reflective wrist/ankle straps or belt
- One (1) working flashlight or headlamp (spare batteries recommended)
- One (1) emergency blanket



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- Vessel(s) / pack to transport water/hydration. Ability to carry 2 liters hydration minimum
- Cell phone (w/ charging cable; a spare charging cell)
- One (1) red blinking light

You will need to present your gear to our staff at "Safety Check" upon arrival.

5.3 Crew Support:

Support crews can be a great way to undertake an ultra-trail adventure. The following Aid Stations are designated for Crew Support:

- AS3: Wachusett Dental 16 Wyman Rd, Westminster, MA
- AS4: Wachusett Mountain Ski Area 499 Mountain Rd, Princeton, MA
- AS7: DCR/Rutland Long Pond Boat Ramp (also the 50M Start) Paxton Rd. Rutland, MA
- AS8: Camp Marshall 92 McCormick Rd, Spencer, MA
- AS11: Fay Mountain Farm 12 Cemetery Rd. Charlton, MA
- AS12: Leggett and Platt 23 Dana Rd, Oxford, MA
- AS13: Whittier Farms 90 Douglas Rd, Sutton, MA

These are the only Aid Stations where your support crew will be permitted. Please limit your crew support to one vehicle per runner as parking is limited at some of the aid stations.

Littering by crews will not be tolerated. Crews must follow the directions of race officials. As a crew, you are a direct reflection of your runner. Failure to follow the rules can result in disqualification of your runner.

Your support crew should be prepared for the weather just as you are. Here are some suggestions that they can bring for you and them:

- | | | |
|-----------------------------------|-------------|----------------------|
| • Extra clothes (in case of rain) | • Shorts | • Sun Glasses |
| • Several pairs of shoes/socks | • Bug Spray | • Fleece vest/jacket |
| • Rain jacket(s) | • Sunscreen | • Gloves and a hat |
| • Cooler for food and drinks | • Water | • First Aid Kit |

5.4 Pacers

Pacing entails patience, tolerance and humor. The primary duties of a pacer include route finding, keeping the runner on pace, ensuring that the runner continues to eat and drink and making sure the runner leaves the aid



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stations with adequate clothing and supplies to reach the next aid station. Pacers are not allowed to push, pull, carry or tow the runner. Any special pacing situations or requests must be pre-approved by race management.

As runners of both the 100 and 50 mile events, you are permitted to have as many as 2 Pacers to accompany you on your Massive adventure. However, you may only have one Pacer with you on the course at any one time. Pacers can only join a runner at or after the 50-mile point (Long Pond Boat Ramp, Rutland, MA) and may only enter and/or exit the course at one of the Crew Support Aid Stations listed in 5.3 after Rutland Long Pond.

**No pacers are allowed for the 30 mile event.*

Your Pacer must be registered. This can occur either at the 100M Start or the 50M Start (Rutland Long Pond) where he/she will receive a designated Pacer Bib Number prior to being on course. All pacers are expected to follow the Runner Guidelines in section 6.1.

5.5 Bag Drops

Our bag drop service is intended to aid crewless runners. Those with adequate support are asked not to overload our volunteers with unnecessary drop bags. If you wish to use the bag drop service, you are allotted 1 (one) drop bag. Bags will be tagged with your name and bib number at check-in. Bag dimensions should not exceed 20" L x 12" W x 10" H. Bag volume should be less than 35 liters.



Bags will be collected for unsupported runners at the start for both the 50M and 100M races. Look for the Bag Drop sign. 30M runners will not have a bag drop service.

Bags will be transported ahead of you and available at the following Aid Stations:

100 Milers

- Aid Station 4: Wachusett Mountain
- Aid Station 7: Rutland Long Pond Boat Ramp (50 Mile start line)
- Aid Station 12: Leggett and Platt
- Finish Line

50 Milers

- Aid Station 12: Leggett and Platt
- Finish Line



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Drop bags must be claimed by 5:00 PM Sunday at the Finish Line.

5.6 Transportation

There will be two shuttle bus that run from the finish line to the various start lines. Check our website for the most recent updates and to reserve your seat. Please note that shuttle registration will close on October 1st.

Please note that there will be no shuttle seats sold during race weekend so plan ahead!

6.0 Race Weekend/Running The Massive

6.1 COVID-19 Preparations

We will follow the guidelines put forth by the CDC, the State of NH, USA Track and Field, and the Commonwealth of Massachusetts with respect to this event. While respecting everyone's personal rights with respect to being vaccinated, we also want to provide the safest environment for all our participants, staff and volunteers.

The following are the steps we are currently planning to undertake to not only meet these guidelines but provide as safe a running environment as possible:

All Runners MUST:

- Perform a daily survey to confirm (self-reporting) no signs or symptoms of COVID-19 in past 7 days (OR at least 7 days from onset of any COVID-19 infection signs or symptoms AND at least 72 hours since signs / symptoms have resolved).
- Perform a daily survey to confirm no close sustained contact with anyone who is sick within 14 days of the event. Daily survey to confirm no travel within 14 days of the event to an international location with widespread ongoing COVID-19 transmission as determined by the CDC (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/map-and-travel-notices.html>).
- Complete a self-declaration form that must be signed in advance of being permitted to race.

MA Travel Restrictions:

- All runners must abide by the Massachusetts COVID19 Travel requirements: <https://www.mass.gov/info-details/covid-19-travel-order>.



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Race Day:

All runners are expected to adhere to the following process:

- Safety Check: All runners and pacers must first go to the Safety Check tent upon arrival where you will present:
 - your gear (see section 5.2)
 - a signed COVID "[self-declaration form](#)"
- Registration: Race Bibs, Shirts, and Buffs: will be distributed at the start of each event once you have completed the Safety Check step above.
- Arrival Time: all runners for all events (100M, 50M and 30M) must show up within 45 minutes of your race start (posted on or before October 1, 2021). This will allow you enough time to complete Safety Check and race Registration. Please DO NOT arrive earlier than this designated time. Also, we require that you not congregate near the start area until your designated start time. Early arrivals, may be directed to leave and come back at designated time.



6.2 Race Number

Your race number must be visible at all times – especially as you arrive at an Aid Station. Race numbers will have different colors to denote the distance you are running and will have a bar code that we will use for identifying and tracking at each Aid Station. Please do not cover these up.

6.3 Cell Phones and RaceJoy

Every runner **MUST** have a cell phone that is fully charged before they start and at least one charging battery. Your phone is necessary for safety considerations but also for our race tracking. We will be using [RaceJoy](#), which is a GPS enabled software app to track every runner throughout the event. You will be able to share this with friends, family, and crew so that they can track you as well.

More details regarding this app along with download instructions will be sent out before the race.

6.4 Aid Station Check In

You must enter every Aid Station along the course and check in with our staff. No exceptions. The race course distances include running into and out of Aid Stations.



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IMPORTANT COVID19 Update: Please respect the social distance of six feet with all staff and EMTs and your fellow runners and their crew. All water refills will be conducted by designated staff wearing gloves. Please be courteous and listen to Aid Station volunteers.

6.5 Runner Visibility

ALL participants must wear reflective gear during the hours of **5:30 PM and 7:30 AM** everywhere on the course, including Aid Stations. This includes support crew and pacers.

6.6 Dropping Out

We hope it doesn't happen BUT if - for whatever reason - you cannot complete the race, **you must notify our staff at an Aid Station and/or contact one of the race directors** if you leave the racecourse between Aid Stations. We will be tracking every runner into each Aid Station and if you leave the race and don't show up at the next Aid Station within a reasonable time, we'll assume you're lost and will notify authorities. That won't be good for you if/when they decide to send you the bill for search and rescue.

6.7 Finishing the Race:

All 100M, 50M, and 30M finishers will finish the race at Douglas State Park on Sunday.

Runners: What to expect at the finish

- Runners will run the finishing chute and be mindful of others finishing before and after them.
- Runners will be directed to move through the chute to collect their finishers medal, finisher meal, drop bag, use port-o-potties, and seek medical assistance should any be required.
- Please do not congregate or linger at the finish line area.

Support Crew/Spectators: What to expect at the finish

- Crew can monitor the RACEJOY app to help approximate their runner's time of arrival to the finish area. We ask that you limit your arrival time to be within 30 minutes of your runner's projected finish based on tracking them in RaceJoy.

We require that all Runners and Support Crew/Spectators exit the finish chute area immediately after crossing the line.



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6.8 Awards:

All awards will be presented to winners within 20 minutes of an award category being closed. You must be present to receive your award; they will not be mailed.

Results will be posted live during the event (weather permitting).

Note: no doubling up of awards between Top Male/Female and Age Groups.

7.0 Course Marking and Navigation

7.1 Course Signage

Trail marking will consist of bright colored Midstate Trail Yellow Triangles as shown in the photo to the right. These are the official markers for the trail. In addition, we will place race specific arrows as shown below.



Navigation and orienteering the trail is part of the adventure!



7.1.1 Midstate Trail Marking Convention:

The tip of the triangle identifies whether the trail goes straight or turns. See the telephone pole example which, indicates a left turn.

There are several sections of the course where the trail joins a road. When this occurs, you might see Midstate Trail markers along the road along with race-specific arrows placed where needed.

In general, we will place our signs on the side of the road that we prefer you run on. Please pay attention to this as it will help with your navigation back to the wooded portion of the trail.

Please note that the roads are open to traffic!





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7.2 *Trail Sensitivity* PLEASE REVIEW *

There are some sections of each race that deviate from the Midstate Trail to avoid sensitive areas as designated by the Midstate Trail maintenance group or at the request of other landowners. If the trail sign goes straight but ours turns right, please turn right and follow our signs until you re-join the trail.

We can't overstate this enough – please be respectful of the trail and the fact that it abuts many private landowners who are not obligated to provide permission for its existence on their land.

7.3 Other Markings

Traffic cones and/or electronic flares may be used to designate the entry and exit points for Aid Stations, especially at night.

7.4 Course Maps

GPX files for all 3 events may be found on our website:

<https://www.newenglandraceevents.com/midstate-ultra-trail-course>.

Please download them on your preferred GPS device and test it out in advance.

7.5 Land Use

The **Midstate Trail** traverses both public and privately-owned land. Please keep this in mind as you travel along this great, natural resource and be respectful to private property owners. Do not litter along the course. There will be trash collection at each Aid Station.

You may come upon other people using the trail. Please be considerate and let them know you're approaching them - especially from behind.

8.0 Aid Stations

Fourteen (14) Aid Stations will be located along the course varying in distance between each one. Aid Stations will be run by our volunteer groups and will consist of food, water, hydration drink, and medical support. Aid Stations designated for Crew Support will have port-o-johns and power (see section 5.3).

All Aid Stations are CUPLESS. We'll provide the water and Skratch rehydration mix but you must provide your own re-useable bottle or hydration pack.

The complete list of Aid Stations, their locations, and timing is in the Appendix.



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DIRECTIONS FOR REFILLING HYDRATION: At minimum, all stations will have water and SKRATCH. You must bring your own cup or vessel. Please do not touch the water or SKRATCH dispensers. A volunteer with gloves will dispense the hydration for you.

PREPARING FOR YOUR NUTRITION NEEDS: Due to the unique situation of COVID-19, we recommend that you prepare your nutrition support in advance in conjunction with your crew or your own capacity to carry nutrition during the event. A full Aid Station food plan will be sent to racers before the event so you can prepare your nutrition plan in advance. Please reach out to us for assistance if you need help in preparing.

We will seek to minimize plastic packaging for environmental concern, while recognizing that due to COVID-19 we must comply with requirements to have all food items prepared and packaged for single-use. **DO NOT** litter this packaging on the course. Carry-in carry-out if you cannot locate a trash can or compost bin. You will be disqualified from this race if you or your crew litter on the Midstate Trail.

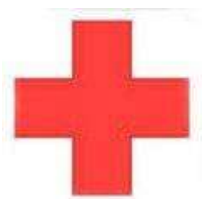
8.1 Operations Tents

10' x 10' blue, pop-up tents will be set-up at most Aid Stations and will serve as the center for the operation. This is where the EMT, Aid Station Manager, and Volunteer Group POC can meet and run their respective sites from. The tents will be a visual indicator for the runners as a place to go to ask questions or seek medical attention.

9.0 Medical Support and Runner Safety

9.1 Medical Team Coverage

As a minimum, there will be at least one EMT assigned to each Aid Station while that respective station is open. Each EMT will be equipped to act as a **First Responder** and treat minor wounds and sprains.



9.2 Response Plan

The role of the EMT is to assist any runner who is in need of medical attention, stabilize their condition (if necessary), and initiate contact to the local medical facilities if needed.

IMPORTANT NOTE - PLEASE READ THOROUGHLY



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The licensing levels of the EMTs range from Basic to Paramedic. These levels limit the type of treatments they are authorized to provide. They **WILL NOT** and **CANNOT** provide transportation to a medical facility. The protocol for major conditions involves having the EMT assess and stabilize (if possible) a runner's condition and then contact the nearest medical facility or ambulance service to arrange for transport.

9.3 Response Priority for Emergencies

The sequence for communication priority will be as follows:

Issue	Sequence of Contact Priority
Runners in need of emergency medical attention (ex.: runner gets hit by a car).	1. Dial 911. 2. Contact the nearest staff EMT 3. Contact the Race Director
Runners in need of minor medical attention (twisted ankle, superficial wounds)	1. Contact one of the staff EMTs 2. Arrange for transport (via runner's crew support or an ambulance) to the nearest medical facility if needed.

Reminder: our race staff **cannot transport an injured runner**. Only your support crew or ambulance can do this. A list of medical facilities is included in the Appendix.

10.0 Volunteer Support

Each Aid Station will be staffed by volunteer groups that represent a local community organization. **Carol Rainville** has the responsibility for organizing and directing volunteers to support the Aid Stations of the race, including the start and finish. Each Aid Station will have a dedicated **Volunteer Point of Contact** who represents the volunteer organization that has been assigned there.

Please email Carol directly at volunteers@newenglandraceevents.com should you know of someone who is interested in joining our **Massive** support team.

11.0 Communication

On course communication will be handled via Cell Phones: **you must bring your own cell phone** and make sure we have your number. These will be collected at packet pick-up.



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12.0 Timing

The on-course clock will begin when the first runners are started at 8:00AM on Saturday and will be stopped at 5:00PM on Sunday. The times for each runner will be calculated by taking the difference between the finishing time and their start time, and will be officially verified after assessing the runner was recorded at each aid station.

13.0 Runner Expectations

The following are the basic rules/expectations for participating in the Midstate Massive Ultra Trail:

- 13.1 Adhere to Race Staff/Volunteer Instructions:** Runners are required to follow the instructions provided to them by our staff throughout the event. This includes support crews. Failure to do so could result in disqualification.
- 13.2 NO littering:** We have a **ZERO-TOLERANCE POLICY FOR LITTERING**. Any participant found littering will be disqualified immediately.
- 13.3 Navigation: Runners MUST STAY ON THE TRAIL** at all times in order to protect the ecosystems around them except where the course has deviated from the trail based on our re-routes. If you make a wrong turn, you must return to the course on foot to the point where the error occurred and resume the race from there. Cutting the course is cheating.
- 13.4 Visibility/Reflective Vests:** Each runner must have
 - One (1) working flashlights and/or headlamps,
 - One (1) reflective vest with reflective strips or reflective wrist/ankle straps or belt
 - One (1) rear blinking light
 - Runners **must wear reflective gear and lights** between **5:30 PM and 7:30 AM**.
 - Note: Aid Station Managers may expand these time limits based on weather and light conditions. **NO runner will be allowed to start or continue without the proper reflective gear and lighting.**

NO EXCEPTIONS.
- 13.5 Public Nuisance Rule:** urinating/defecating or the appearance of urinating on public or private property that is part of the course including, but not limited to Aid Stations, will result in immediate disqualification.
- 13.6 Alcohol:** Alcohol is not permitted at any Aid Station at any time. MA State Parks do not allow open alcoholic beverages or glass containers on park



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property. Please abide by this. Immediate disqualification will occur if you or your crew are found with open alcohol containers.

13.7 Race Number Visibility: Your race number **MUST** be visible at all times especially when coming into an Aid Station and/or crossing the finish line. No race number = no finish time.

13.8 Dogs: Sorry dogs are not permitted on the course. No exceptions.

14.0 Sustainability and Conservation

We are committed to making this a green event that prioritizes nature. Our greening initiatives are guided by [Athletes for a Fit Planet](#). We've designed this event to support forest conservation and ask you to join us by supporting and adhering to these sustainability and conservation measures. Below is a summary of what we are planning this year.

- Compost & recycle collection: Each aid station will have 1) a compost bag for compostable waste such as banana and orange peels, 2) a recycle box for cardboard, glass, and aluminum and 3) a waste bag. Learn more about what you can compost [here](#).
- Compostable containers: Compostable containers will be used for hot beverages, soups and post-race catering. Please dispose of these items in the green compost bags.
- Zero tolerance for littering: We have a ZERO-TOLERANCE POLICY for littering. Any participant found littering will be disqualified immediately. This is a carry-in, carry-out event. Runners must carry any waste from nutrition bars, etc. with them to the next waste disposals at our aid stations.
- Minimal degradation: Waved starts and minimal field sizes have been built into the design of the race as a way to protect the trail. Runners **MUST STAY ON TRAIL** at all times in order to protect the ecosystems around them.
- Restrooms: Restrooms are available at designated aid stations along the course. We have a ZERO-TOLERANCE POLICY for urination or defecation on the trail and any participant found doing so will be disqualified immediately.
- Respect for wildlife and nature: Participants must keep at a distance from wildlife, stay on the trail, and respect the living ecosystem at all times. There are no dogs or domesticated animals allowed.
- Environmentally responsible sponsors and partners: We have chosen sponsors that incorporate environmental responsibility into their business and are excited to partner with local farms and businesses along the course.



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15.0 Cancellation/Refund Policy

If a significant event /were to occur on or near race weekend and state and/or local authorities deem it unsafe for us to hold the event, we will be obligated to cancel the event. Notification of this cancellation will occur through direct email to all runners and through updates on our Facebook page and website.

In the event the race is not held due to the above and/or COVID19/permitting then all registrants will be automatically deferred to 2023. Refunds will only be provided upon written request within 30 days of October 8, 2022 at 50% of the initial fee. All shuttle fees will be refunded at 100%.

Based on the complexity of executing this event, it is not possible to have a 'rain' date. We are prepared to be able to handle most weather situations so we can provide a safe event for all participants. However, we do require the support of state and local officials to conduct this race safely and will only do so with their continued approval.



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APPENDIX

- **Emergency Services Information**
- **Aid Station Timing**



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Emergency Services Information

- Athol Hospital 2033 Main St, Athol, MA 01331 www.atholhospital.org +1 978-249-3511
- Saint Vincent Hospital Emergency Room 123 Summer St, Worcester, MA 01608 www.stvincenthospital.com +1 508-363-5000
- UMass Memorial - HealthAlliance Hospital 60 Hospital Rd, Leominster, MA 01453 www.healthalliance.com +1 978-466-2000



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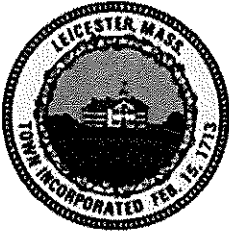
Midstate Massive Ultra Trail Aid Station Schedule

Last Revised: 10/07/21

Aid Station	Location	Distance Between AS	Arrival	Cut-Off	Total Hours
100M Start	Windblown XC Ski Area 1180 Turnpike Rd, New Ipswich, NH 03071		7:00 AM	2:00 PM	7:00:00
AS1	Old Pierce Road Ashburnham, MA 42.689075, -71.907309	8.0	10:15 AM	3:45 PM	5:30:00
AS2	RT 12/Jewell Hill Rd. Ashburnham, MA 42.625983, -71.882228	6.0	11:45 AM	4:30 PM	4:45:00
AS3*	Wachusett Dental 16 Wyman Rd, Westminster, MA 01473	8.1	2:15 PM	6:00 PM	3:45:00
AS4*	Wachusett Mt Parking lot 499 Mountain Rd, Princeton, MA 01541	5.4	4:00 PM	7:30 PM	3:30:00
AS5	Old Colony Rd Extension Princeton, MA 01541 42.451408, -71.953464	8.5	6:00 PM	9:15 PM	3:15:00
AS6	Barre Falls Dam, Barre, MA 01005	8.1	7:45 PM	11:30 PM	3:45:00
AS7* / 50M Start	Rutland Boat Ramp Barre Paxton Rd. Rutland, MA 01543	6.1	8:00 PM	1:30 AM	6:45:00
AS8*	Camp Marshall 92 McCormick Rd, Spencer, MA 01562	7.3	10:30 PM	4:00 AM	6:00:00
AS9	Moose Hill Rd Leicester, MA 01524 42.273938, -71.957493	4.7	11:30 PM	5:00 AM	6:00:00
30M Start	Howe State Park 48 Howe Rd Spencer, MA 01562		7:00 AM	10:00 AM	3:00:00
AS10	Four Chimneys Wildlife Management Area 15 Borkum Rd, Spencer, MA	7.0	1:00 AM	9:15 AM	8:15:00
AS11*	Fay Mountain Farm 12 Cemetery Rd, Charlton, MA 01507	3.2	1:30 AM	10:00 AM	8:30:00
AS12*	Leggett and Platt 23 Dana Rd, Oxford, MA 01540	7.6	2:45 AM	12:00 PM	9:15:00
AS13*	Whittier Farms 90 Douglas Rd, Sutton, MA 01590	5.6	4:00 AM	1:30 PM	8:45:00
AS14	RT 16 @ Webster St/Douglas Rd - Douglas State Forest off SW Main St and High St.	5.1	5:00 AM	2:30 PM	9:30:00
AS15	Trunkline Trail - Douglas State Forest	3.7	5:30 AM	3:30 PM	10:00:00
Finish	Douglas State Forest	3.7	6:00 AM	5:00 PM	11:00:00

* Crew Support Aid Stations

CERTIFICATE OF INSURANCE		PRINT DATE:	7/22/2022		
		CERTIFICATE NUMBER:	20220722900176		
AGENCY:					
Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road, Suite 800 Atlanta, GA 30328 678-324-3300 (Phone), 678-324-3303 (Fax)		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
NAMED INSURED:		INSURERS AFFORDING COVERAGE:			
USA Track & Field, Inc. New England Race Events LLC 130 East Washington Street, Suite 800 Indianapolis IN 46204		INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379 INSURER B: Allied World National Assurance Company NAIC# 19489			
EVENT INFORMATION:					
Midstate Massive Ultra Trail (10/8/2022 - 10/9/2022)					
POLICY/COVERAGE INFORMATION:					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TPM-IN-17-01268997	11/1/2021 12:01 AM	11/1/2022 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$4,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$2,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$2,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$2,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
A	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TPM-IN-17-01268998	11/1/2021 12:01 AM	11/1/2022 12:01 AM	EACH OCCURRENCE \$3,000,000
					AGGREGATE \$3,000,000
B	OTHER				
	<input checked="" type="checkbox"/> EXCESS LIABILITY	0313-1301	11/1/2021 12:01 AM	11/1/2022 12:01 AM	EACH OCCURRENCE \$7,000,000
					AGGREGATE \$7,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:					
Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.					
The certificate holder is an additional insured per the following endorsement: Blanket Additional Insured (RSCG 03 03)					
The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 20 01)					
The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).					
Excess policy follows form of underlying General Liability.					
CERTIFICATE HOLDER:			NOTICE OF CANCELLATION:		
Town of Leicester, MA 3 Washburn Square Leicester MA 01524			Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.		
			AUTHORIZED REPRESENTATIVE:		
					



Town of Leicester
OFFICE OF THE TOWN ADMINISTRATOR
Town Hall, 3 Washburn Square
Leicester, Massachusetts 01524
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www.leicesterma.org

August 1, 2022

High School Campus Progress Update #3

I am writing to provide another update regarding the progress of repurposing the former Becker College (Now Leicester High School) property.

There is a spreadsheet attached to this memorandum, which lists costs estimates, quotes, and actions needed to move forward with each listed item. Rough estimates are budget figures, with no quotes. Estimates are actual quotes, but in many situations, additional procurement will be required. Please note that the combined costs, which are subject to change, total \$1,928,958 as of this writing.

Educational Updates

- The main impediment to getting the main high school building up and running from a code perspective is upgrades to the fire alarm system. We have two quotes that will now allow that work to be completed by August 15.
- Remaining tasks include installation of tech and other IT, access controls, general cleaning and moving of materials. Volunteers have been assisting Principal Zawada and the School Administration as we look forward to getting the building open for the next school year.

General Updates

- Recommended changes to the demarcation of properties across Old Main Street are now being examined by the Planning Department. Once approved, they will be going to the Select Board for discussion.
- There remains interest in the properties that the Town is seeking to lease, such as the Veterinary Clinic, the Staff House, Hampshire, Berkshire, and Barret, as well as the garage on Route 9. However, nothing is solid enough to considering a reoffering an RFP quite yet.
- Projects regarding Board and/or School Committee approval – There are a number of projects requiring approval before moving forward. As the Select Board is in charge of the property, those projects or purchases must be approved by them. Items related to educational purposes require authorization by the School Committee as well as the Select Board, if they are anticipated to be using project funds.

For the Select Board, current projects to be discussed are as follows:

Replacement of roof on the gymnasium – Quoted at \$43,125
Replacement of roof on March Hall - Quoted at \$27,250
Replacement of roof on Swan Hall – Quoted at \$25,875

Vendor	Building	Purpose	Estimated/Actual	Amount	Total by Location	Status
Hastings	Borger	Code Compliance	Actual	4,495		In progress
Colby Fire	Borger	Fire systems design	Contract	12,000		In progress
Not Yet Selected	Borger	Fire systems install	Rough Estimate	500,000		Awaiting design specs and drawings
Guardian	Borger	HVAC Upgrades	Rough Estimate	500,000		Awaiting fire suppression design and drawings
Guardian	Borger	Electric Upgrades	Rough Estimate	100,000		Awaiting fire suppression design and drawings
Not Yet Selected	Borger	Lift	Rough Estimate	50,000		Awaiting Architect's design and drawings
Not Yet Selected	Borger	ADA Upgrades	Rough Estimate	100,000		Awaiting Architect's design and drawings
DA Architects	Borger	Plans/Specs	Rough Estimate	75,000	1,341,495	In progress
Hastings	Fuller	Code Compliance	Estimate	4,005		Complete
Waterman	Fuller	Painting	Estimate	883		To be discussed with Education workgroup
Connectivity Point	Fuller	Telephones	Contract	18,347		Contract signed; order in progress
Connectivity Point	Fuller	Cameras/Alarms/IT	Estimate	66,653		In progress; School running project
Not Yet Selected	Fuller	Interactive Touch Panels	Estimate	47,421		Estimate
Dab Security	Fuller	Fire Alarm Speakers	Estimate	19,500		Materials ordered; estimates approved
Pappas	Fuller	Partitions	Estimate	123,675	280,484	To be discussed by the Board and School Committee; additional quotes will be needed to comply with MGL
Not Yet Selected	Gym	Roof	Estimate	43,125		To be discussed by the Board; additional quotes will be needed to comply with MGL
Not Yet Selected	Gym	Rebranding	Rough Estimate	100,000	143,125	No action at this time
Connectivity Point	Marsh	Telephones/IT	Contract	3,900		Contract signed; order in progress
Not Yet Selected	Marsh	Roof	Estimate	27,250	31,150	To be discussed by the Board; additional quotes will be needed to comply with MGL
Not Yet Selected	Swan	Roof	Estimate	25,875	25,875	To be discussed by the Board; additional quotes will be needed to comply with MGL
Not Yet Selected	Turf Field	Netting	Estimate	55,000		To be discussed by the Board and School Committee; additional quotes will be needed to comply with MGL
Not Yet Selected	Turf Field	Logo removal	Estimate	15,000		To be discussed by the Board and School Committee; additional quotes will be needed to comply with MGL
Not Yet Selected	Turf Field	Turf Maintenance	Estimate	5,000		To be discussed by the Board and School Committee; additional quotes will be needed to comply with MGL
Not Yet Selected	Turf Field	Lines	Estimate	5,000		To be discussed by the Board and School Committee; additional quotes will be needed to comply with MGL
Not Yet Selected	Turf Field	Fencing	Estimate	26,250	106,250	To be discussed by the Board and School Committee; additional quotes will be needed to comply with MGL
Total				1,928,379	1,928,379	

Project Funds 2,070,000
Remainder 141,621

MEMORANDUM OF AGREEMENT

Between

The New England Benevolent Police Association
Local 168
(Patrol Officers Unit)

And

Town of Leicester

FY 2022-2023

WHEREAS, the Collective Bargaining Agreement between the Town of Leicester (the "Town") and the New England Benevolent Police Association (Formerly Massachusetts Coalition of Police), Local 168, (the "Union") expired on June 30, 2021 (the "Former Agreement"), and

WHEREAS, the Town and the Union have negotiated a successor agreement (the "New Agreement") for the period of July 1, 2021 to June 30, 2023;

NOW THEREFORE, the Town and the Union agree that the New Agreement shall consist of the provisions of the Former Agreement except as modified as follows:

1. ARTICLE XXXIV – DURATION OF AGREEMENT

The parties agree to amend the Article to provide for an effective date of July 1, 2021 and a termination date of June 30, 2023.

2. ARTICLE XIX (WAGES)

The parties agree that Article XIX Section 1 shall be amended by striking the text of subsection i and inserting in place thereof, "Effective July 1, 2021, increase the base wage by two percent (2%). The two percent (2%) base wage increase shall be retroactively applied to all hours worked since July 1, 2021". Article XIX Section 1 shall be further amended by striking the text of subsection ii and inserting in place thereof, "Effective July 1, 2022, increase the base wage by two percent (2%)."

The parties further agree that the wage scales listed in Appendix E shall be removed and replaced with the following:

FY22 (2%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Annual	53,130.42	59,054.66	60,494.00	61,995.92	64,791.16	67,419.52	68,712.84
Weekly	1,018.80	1,132.40	1,160.00	1,188.80	1,242.40	1,292.80	1,317.60
Hourly	25.47	28.31	29.00	29.72	31.06	32.32	32.94

FY23 (2%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Annual	54,194.28	60,243.68	61,703.88	63,226.66	66,084.48	68,775.42	70,089.60
Weekly	1,039.20	1,155.20	1,183.20	1,212.40	1,267.20	1,318.80	1,344.00
Hourly	25.98	28.88	29.58	30.31	31.68	32.97	33.60

3. ARTICLE XIX (WAGES)

The parties agree that Article XIX, Section 11, Subsection (a) shall be modified by striking the text of Subsection (a) in its entirety and inserting in place thereof:

“(a) Effective July 1, 2021, all officers with higher education degrees from accredited institutions in an academic discipline listed in Subsection (b), shall receive an annual education stipend that shall increase annually by the same percentage as the base wage increase, as specified in Section 1 of Article XIX. The initial education incentive effective July 1, 2021 shall be as follows:

Master’s Degree:	\$15,000
Bachelor’s Degree:	\$10,000
Associate’s Degree	\$5,000

The difference between the new education stipend amounts effective July 1, 2021 and the amounts already paid to each union member for Fiscal Year 2022 shall be paid retroactively to all members for degrees already obtained as of July 1, 2021.

The parties agree that Article XIX, Section 11, shall be further amended by creating a Subsection (c) entitled “Professional Development Incentive”, which states, “Any officer who does not have a higher education degree from an accredited institution that entitles him to the education stipend as specified in Subsection (a), shall receive \$500 for successfully completing a minimum one-day law enforcement training course. Said course shall be done on the officer’s own personal time, and shall be approved in advance by the Chief. Such officer is eligible to

receive this stipend only once per year and shall only receive the stipend in subsequent years upon completion of a new course during that year. Only officers hired prior to July 1, 2021 shall be eligible for this stipend.”

4. CIVIL SERVICE

The Union agrees to support the Town’s efforts to exempt the uniformed members of the Leicester Police Department from the Massachusetts Civil Service System.

The parties further agree that the Civil Service status of present employees of the Leicester Police Department shall not be impaired by the Leicester Police Department exiting the Civil Service System, except for the purposes of promotion.

The parties further agree that the Town and the Union will establish, by agreement, terms and conditions relative to the hiring, promotion, and disciplinary procedures for members of the Leicester Police Department. Such terms and conditions will be incorporated into the New Agreement prior to the Leicester Police Department exiting the Massachusetts Civil Service System.

This agreement shall be contingent upon a successful vote of Town Meeting or ballot vote in support of exiting the Civil Service System for uniformed members of the Leicester Police Department, which authorizes the Town, legislature, or other governmental body to initiate the process to exempt the Leicester Police Department from the Civil Service System.

This Agreement is subject to ratification by the Town of Leicester and by the New England Benevolent Police Association, Local 168, and to appropriation by the Town. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

This Agreement has been duly executed by authorized representatives of the Town of Leicester and by the New England Benevolent Police Association, Local 168.

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on the ____ day of July, 2022.

RATIFIED BY:

NEW ENGLAND BENEVOLENT
POLICE ASSOCIATION
LOCAL 168

Matthew T. Brady, President

Date

RATIFIED BY:

TOWN OF LEICESTER
SELECTBOARD

Allen R. Phillips, Sr. Chair

Rick Antanavica, Vice Chair

Dianna Provencher, 2nd Vice Chair

Herb Duggan Jr.

John K. Bujak

MEMORANDUM OF AGREEMENT

Between

The New England Benevolent Police Association
Local 168
(Supervisor's Unit)

And

Town of Leicester

FY 2022-2023

WHEREAS, the Collective Bargaining Agreement between the Town of Leicester (the "Town") and the New England Benevolent Police Association (Formerly Massachusetts Coalition of Police), Local 168, (the "Union") expired on June 30, 2021 (the "Former Agreement"), and

WHEREAS, the Town and the Union have negotiated a successor agreement (the "New Agreement") for the period of July 1, 2021 to June 30, 2023;

NOW THEREFORE, the Town and the Union agree that the New Agreement shall consist of the provisions of the Former Agreement except as modified as follows:

1. ARTICLE XXXII (DURATION OF AGREEMENT)

The parties agree to amend Article XXXII to provide for an effective date of July 1, 2021 and a termination date of June 30, 2023.

2. ARTICLE XX (WAGES)

The parties agree that Article XX Section 1 shall be amended by inserting "*The parties agree to a two-year agreement effective July 1, 2021 with annual wage increases as follows:*", in place of the existing text specifying the prior effective date, duration, and/or wage increases.

The parties agree to further amend Article XX Section 1 by striking the text of subsection I and inserting in place thereof, "*Effective July 1, 2021, increase the base wage by two percent (2%). The two percent (2%) base wage increase shall be retroactively applied to all hours worked since July 1, 2021*". Article XX Section 1 shall be further amended by striking the text of subsection II and inserting in place thereof, "*Effective July 1, 2022, increase the base wage by*

two percent (2%). The two percent (2%) base wage increase shall be retroactively applied to all hours worked since July 1, 2022.”

The parties further agree that the wage scales listed in Appendix A shall be removed and replaced with the following:

Sergeant

FY22 (2%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Annual	62997.20	70110.46	71862.70	73635.80	76910.82	80060.68	81604.32
Weekly	1208.00	1344.40	1378.00	1412.00	1474.80	1535.20	1564.80
Hourly	30.20	33.61	34.45	35.30	36.87	38.38	39.12

FY23 (2%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Annual	64248.80	71508.08	73302.04	75096.00	78,484.46	81666.90	83231.40
Weekly	1232.00	1371.20	1405.60	1440.00	1504.40	1566.00	1596.00
Hourly	30.80	34.28	35.14	36.00	37.61	39.15	39.90

Lieutenant

FY22 (2%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Annual	74637.80	83043.66	85129.66	87236.52	91116.48	94871.28	96686.10
Weekly	1431.20	1592.40	1632.40	1672.80	1747.20	1819.20	1854.00
Hourly	35.78	39.81	40.81	41.82	43.68	45.48	46.35

FY23 (2%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Annual	76139.00	84712.46	86819.32	88988.76	92931.30	96769.54	98626.08
Weekly	1460.00	1624.40	1664.80	1706.40	1782.00	1855.60	1891.20
Hourly	36.50	40.61	41.62	42.66	44.55	46.39	47.28

3. ARTICLE XX (WAGES)

The parties agree that Article XX, Section 8, shall be modified by striking the current text, with the exception of Subsection (b), in its entirety, and inserting in place thereof:

“(a) Effective July 1, 2021, all officers with higher education degrees from accredited institutions in an academic discipline listed in Subsection (b), shall receive an annual education stipend that shall increase annually by the same percentage as the base wage

increase, as specified in Section 1 of Article XX. The initial education incentive effective July 1, 2021 shall be as follows:

Master's Degree:	\$15,000
Bachelor's Degree:	\$10,000
Associate's Degree	\$5,000"

The difference between the new education stipend amounts specified in the New Agreement, shall be paid retroactively to all members who qualify for the education stipend.

The parties agree that Article XX, Section 8, shall be further amended by creating a Subsection (c) entitled "Professional Development Incentive", which states, "Any supervisor who does not have a higher education degree from an accredited institution that entitles him to the education stipend as specified in Subsection (a), shall receive \$500 for successfully completing a minimum one-day law enforcement training course. Said course shall be done on the officer's own personal time, and shall be approved in advance by the Chief. Such officer is eligible to receive this stipend only once per year and shall only receive the stipend in subsequent years upon completion of a new course completed during that year. Only supervisors hired prior to July 1, 2021 shall be eligible for this stipend."

4. ARTICLE VI (CLOTHING ALLOWANCE)

The parties agree to amend Article VI by striking the words, "This increase shall be in the form of "store credit" that will be paid by the Town.", and inserting in place thereof, "Each supervisor may elect by notice to the Chief of Police or his designee no later than June 1 of the preceding year, to have his or her entire clothing allowance, or any portion thereof, provided in the form of "store credit" for the upcoming fiscal year. Failure to make such an election prior to June 1 shall result in the entire clothing allowance being paid directly to the supervisor in the form of a stipend."

5. ARTICLE XII (SICK LEAVE)

The parties agree to amend the current language as it pertains to the number of days of sick leave buyback upon retirement, and inserting in place thereof text that reads: "Effective July 1, 2021, upon retirement, any supervisor who has provided notice in accordance with Article IX, shall be entitled to receive payment for the amount of the supervisor's accrued sick leave credits in his or her sick leave account of up to sixty-five (65) days. Any sick leave credits in the supervisor's account in excess of sixty-five (65) days will be forfeited."

The parties agree to strike any and all language that provides for an increase or decrease in the maximum number of sick days eligible for buyback based upon the number of sick days a

supervisor uses prior to retirement. The parties further agree that the phrase, "...which is only payable upon retirement from the police department and the officer must be 53 years of age and have 20 years of service or more with the Town of Leicester.", shall be stricken.

6. ARTICLE VIII (BEREAVEMENT LEAVE AND PERSONAL LEAVE)

The parties agree to amend Article XIII by striking Section 5 in its entirety, and re-numbering the exiting Section 6 as Section 5.

For reference purposes, the current Section 5 to be stricken reads as follows: "Each employee who completes a period of one hundred thirty-one (131) consecutive days of service without using any sick leave, injured on duty leave, or leave without pay, shall earn an additional personal leave day, to a maximum of two leave days per year. Such leave days shall be taken at a time mutually agreed upon by the employee and the Chief within the next six (6) months of service."

7. CIVIL SERVICE

The Union agrees to support the Town's efforts to exempt the uniformed members of the Leicester Police Department from the Massachusetts Civil Service System.

The parties further agree that the Civil Service status of present employees of the Leicester Police Department shall not be impaired by the Leicester Police Department exiting the Civil Service System, except for the purposes of promotion.

The parties further agree that the Town and the Union will establish, by agreement, terms and conditions relative to the hiring, promotion, and disciplinary procedures for members of the Leicester Police Department. Such terms and conditions will be incorporated into the New Agreement prior to the Leicester Police Department exiting the Massachusetts Civil Service System.

This Agreement is subject to ratification by the Town of Leicester and by the New England Benevolent Police Association, Local 168, and to appropriation by the Town. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

This Agreement has been duly executed by authorized representatives of the Town of Leicester and by the New England Benevolent Police Association, Local 168.

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on the ____ day of July, 2022.

RATIFIED BY:

NEW ENGLAND BENEVOLENT
POLICE ASSOCIATION
LOCAL 168

Matthew T. Brady, President

Date

RATIFIED BY:

TOWN OF LEICESTER
SELECTBOARD

Allen R. Phillips, Sr. Chair

Rick Antanavica, Vice Chair

Dianna Provencher, 2nd Vice Chair

Herb Duggan Jr.

John K. Bujak



OFFICE OF THE TOWN CLERK TOWN OF LEICESTER

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DEBORAH K. DAVIS
TOWN CLERK
E-mail: davisd@leicesterma.org

Susan M. Zuscak
ASSISTANT TOWN CLERK
E-mail: zuscaks@leicesterma.org

July 25, 2022

To: Select Board
From: Town Clerk, Deborah Davis

Action is requested in response to the changes made to section 72 of MGL 54 which now charges the Select Board, rather than person in charge of the police force, with detailing a sufficient number of police officers or constables for each polling location I recommend the following action:

MOTION: Move to approve a sufficient number of police officers, but not less than 1, at the polling location at every election therein to preserve order and to protect the election officers and supervisors from any interference with their duties and to aid in enforcing the laws relating to elections, as required by Section 72 of MGL Chapter 54 which was changed in section 13 of Chapter 92 of the Acts of 2022. Further, move to designate the Police Chief the authority to assign specific police officers according to scheduling and availability. The Town Clerk will advise the Police Chief on the location and time the officer is needed.

Please vote to accept what was presented.

Respectfully submitted,

**SELECT BOARD MEETING MINUTES
JULY 18, 2022 AT 5:00PM
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

CALL TO ORDER/OPENING

Chair Allen Phillips called the meeting to order at 5:01PM. Chair Allen Phillips, Vice Chair Rick Antanavica, Second Vice Chair Dianna Provencher, Selectman Herb Duggan Jr., Selectman John Bujak, and Town Administrator David Genereux were in attendance.

1. PUBLIC COMMENT PERIOD

No members of the public provided comment.

2. CIVIC ANNOUNCEMENTS

a. 2022 Concerts on the Common

i. Wednesday, July 20th – 6:30pm – Abraxas (Santana Tribute band)

ii. Wednesday, July 27th – 6:30pm – Mickey Bones & The Boogaloo Swamis (Cajun & Zydeco music)

b. 2022 Harvest Fair – Saturday, September 17th – 10am-4pm – Town Common

There will also be an ice cream social at the Senior Center on July 27th at 1pm.

3. REPORTS

a. Student Liaison Reports

The Student Liaison gave an update from the Leicester Public Schools.

b. Report of the Town Administrator's Office

The Town Administrator presented highlights from the written report of the office.

c. Select Board Reports

The Select Board discussed various topics including resident concerns, Senior Center events including tea day on the last Monday of the month, thanks to public safety departments, Lincare business relocation, Becker upgrade updates including putting up walls at the Campus Center and replacing water-stained ceiling tiles, roof issues at Marsh Hall, getting volunteer assistance from the Worcester County Sheriff's department, and discussing a grant writer position at a future board meeting.

4. OTHER BUSINESS

a. Discuss/Vote on Creation of Becker Project Team

The Board discussed the idea of building a Becker project team, including creating a multidisciplinary team with representatives from the community, town government and the school committee, if a new team is needed or if the Becker Education group is already doing this work, concerns about potential duplication of efforts and the need for a clear plan for Becker and improved communications. The Board discussed the need to create a charge and composition for the committee and the importance of getting the middle school students into a new place for the fall.

Motion 071822-4a: A motion was made by Mr. Antanavica and seconded by Ms. Provencher to put off the creation of the Becker Project Team until the high school students are moved into the Fuller Campus Center and to discuss this matter at the next Board meeting following the move. Motion carries 4:0:1 (Mr. Bujak opposed).

b. Discuss/Vote on Guardian LED Lighting Upgrades to Town Buildings

Mr. Genereux discussed a Ngrid opportunity to make lighting energy improvements to six Town buildings (Town Hall and 5 buildings at Becker). The cost of the upgrades would be paid through a grant from Ngrid and the Town's portion would be funded via a surcharge on the Ngrid bill over the next 5 years. The Town has been working with Guardian Energy who would make the lighting upgrades. Patrick Mahoney from Guardian Energy noted the cost to the Town of the improvements is \$287,000 and the payback will take 5.5 years. The cost is nearly cash flow neutral because the Town will be able offset of the cost of these improvements with the savings we will see on our bill from resulting from the energy efficiencies upgrades.

Motion 071822-4b: A motion was made by Mr. Antanavica and seconded by Mr. Bujak to execute agreements with Guardian for LED lighting upgrades at Town Hall, Borger, Swan Library, Marsh Hall, Fuller and Campus Center West. Motion carries 5:0:0.

c. Discuss/Vote on Surplus Items from Former Becker Campus to the School Department

Linda Colby, member of the Becker Education Working Group, has had volunteers helping her clean out the buildings at Becker that the school intends to use. Furniture has been sorted, Becker items have been taken down, trash has been thrown away, and technology items will be relocated next. The Board authorized throwing out papers and trash only.

Mr. Antanavica said it was previously agreed upon that the school would have first choice of any items in the future school buildings. Other items would be offered to town departments then surplussed. Mr. Phillips recommended the school tag items they intend to keep so other items can be moved out and surplussed.

d. Discuss/Vote on Assisting School Department with Cleaning & Moving to New Campus

Mr. Phillips asked Dr. Kustigian for a schedule of when cleaning and moving is taking place in the future high school buildings on the Becker campus which he agreed to provide.

e. Fire & EMS Discussion

Mr. Phillips requested additional information regarding requested EMS appointments that were slated to be on the agenda. Interim EMS Director Brian Kelley stated that there were 4 requested appointments, two of which were promotions to EMS supervisor positions for existing employees who are part time, non-benefited employees. These positions were posted and there was an assessment center for 8 candidates who applied. The supervisors get \$1 extra per hour beyond their current rates. Mr. Kelley stated the additional supervisors are needed to cover the management workload which Mr. Kelley as a part time employee can't cover by himself including attendance, tracking PCR's to ensure reports are submitted on time, checklists for maintenance and apparatus issues to ensure daily chores are completed, CQI specialists to review reports for State compliance, dealing with training issues, coordinating supplies, etc.

Mr. Kelley discussed the reasons additional funding was requested at the end of FY22 for the EMS department. \$15,000 was for maintenance on the ambulances, not enough funding was budgeted to pay the billing company's annual 4% fee, and a workers' comp issue that the Town had to self-fund due to a reporting error, and new revenues from Vibra that haven't come through yet but expenses that had to be paid in FY22.

Motion 071822-4e: A motion was made by Mr. Antanavica and seconded by Mr. Duggan to place the appointments on the 8/1/22 agenda. Motion carries 5:0:0.

5. RESIGNATIONS & APPOINTMENTS

a. Resignation – Truck Driver/Laborer – James Fleming

Motion 071822-5a: A motion was made by Mr. Antanavica and seconded by Ms. Provencher to accept the resignation of Highway truck driver/laborer James Fleming. Motion carries 5:0:0.

b. Appointment – Moose Hill Water Commission – John Shocik

Motion 071822-5b: A motion was made by Ms. Provencher and seconded by Mr. Bujak to appoint John Shocik to the Moose Hill Water Commission through June 30, 2023, and Mr. Shocik would need to run for the position next year unless Town Meeting makes this an appointed position. Motion carries 5:0:0.

c. Appointment – WRTA – Heather-Lyn Haley

Motion 071822-5c: A motion was made by Ms. Provencher and seconded by Mr. Bujak to recommend appointment of Leicester resident Heather-Lyn Haley to the ridership position on the WRTA. Motion carries 5:0:0.

d. Appointment - Executive Assistant (Town Administrator's Office) – Maria Cataloni

Mr. Genereux recommended Maria Cataloni for the Executive Assistant appointment in the Town Administrator's office following a robust recruitment.

Motion 071822-5d: A motion was made by Ms. Provencher and seconded by Mr. Bujak to appoint Maria Cataloni to the position of Executive Assistant in the Town Administrator's office. Under discussion, Mr. Bujak discussed shifting these funds to a Becker project manager position instead and addressing other needs such as a property maintenance program, a shared facilities manager, and/or capital improvement needs, and using volunteers to take on the administrative needs of the office. Mr. Antanavica discussed the high demand on the office and that it is the busiest he has ever seen it. Mr. Provencher discussed the workload Becker has added to the office. Mr. Duggan applauded the thought process but felt eliminating this position would be detrimental to the office. Mr. Phillips stated he understood the need but did not want to cannibalize the office to get there as the office is busier than it has ever been. Mr. Phillips expressed the desire to have answers to these questions by fall town meeting. Motion carries 4:0:1 (Mr. Bujak opposed).

e. Appointment – Treasurer/Collector Department Assistant – Kaitlyn Cloutier

Motion 071822-5e: A motion was made by Ms. Provencher and seconded by Mr. Bujak to appoint Kaitlyn Cloutier to the position of Department Assistant for the Treasurer/Collector's office. Motion carries 5:0:0.

6. MINUTES

a. June 30, 2022

b. July 5, 2022

c. July 11, 2022

Motion 071822-6abc: A motion was made by Ms. Provencher and seconded by Mr. Bujak to approve the minutes of June 30, July 5 & July 11, 2022. Motion carries 5:0:0

Motion 071822-7: A motion to adjourn was made by Ms. Provencher and seconded by Mr. Bujak at 6:57pm. Motion carries 5:0:0.