



## PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

**ORGANIZATION:** Select Board & Finance Advisory Board

**MEETING:** X

**PUBLIC HEARING:**

**DATE:** November 2, 2020

**TIME:** 6:00pm

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

**REQUESTED BY:** Kristen L. Forsberg, Assistant Town Administrator

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

**Join by computer, tablet or smartphone:**

<https://global.gotomeeting.com/join/326171741>

**Dial in by phone:**

(224) 501-3412; Access Code: 326-171-741

### CALL TO ORDER/OPENING

#### 1. SCHEDULED ITEMS

- a. 6:00pm - Town Hall ADA Architectural Study Funding
- b. 6:15pm - Hillcrest Lease Extension Discussion/Vote
- c. 6:30pm – Fall Special Town Meeting
  - Warrant Discussion/Vote with Finance Advisory Board
  - Vote to Sign Special Town Meeting Warrant

#### 2. PUBLIC COMMENT PERIOD

#### 3. RESIGNATIONS & APPOINTMENTS

- a. Retirement – Patricia Grady – Assistant Library Director
- b. Resignation – Dawn Marttila – Capital Improvement Planning Committee (CIPC)

#### 4. OTHER BUSINESS

- a. Town Hall Holiday Hours

#### 5. REPORTS & ANNOUNCEMENTS

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

#### 6. MINUTES

- a. October 19, 2020

**ADJOURN**



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

**LEASE OF HILLCREST COUNTRY CLUB**

THIS LEASE AGREEMENT (hereinafter referred to as “Lease” or ‘Agreement”) is made by and between the TOWN OF LEICESTER, acting through the Select Board or their designee (hereinafter called “Lessor”), and, LESSEE, a Massachusetts limited liability corporation having a usual place of business at ADDRESS (hereinafter called ‘Lessee”).

In executing this Lease, the Lessor is acting in its official capacity and not as an individual. The Lessee shall in no event have recourse to the individual estate of the Selectmen.

THIS LEASE IS MADE UPON THE FOLLOWING COVENANTS, AGREEMENTS, TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS. ALL OF WHICH LESSEE COVENANTS AND AGREES TO PERFORM AND COMPLY WITH, EXCEPTING ONLY AS TO THE COVENANTS OF THE LESSOR

**ARTICLE 1**

Demised Premises - Term of Lease.

Section 1.01. Upon and subject to the conditions and limitations hereinafter set forth, Lessor does hereby lease and demise unto Lessee the Premises further described as 325 Pleasant Street Leicester, MA, including a clubhouse, nine hole golf course and garage (hereinafter referred to as the “Demised Premises”).

Section 1.02. The term of this Lease shall commence on December 1, 2020, (the “Commencement Date”) and shall expire 1 year after the Commencement Date, on November 30, 2021. Notwithstanding the foregoing, Lessee or anyone performing work for Lessee, including Lessor, may enter the Demised Premises prior to the Commencement Date, for the purpose of commencing Lessee’s improvements to the Demised Premises, or in connection with other transition activities, provided such possession and occupancy shall be under all of the terms, covenants, conditions and provisions of this Lease, except rent which shall not commence until the Commencement Date.

**ARTICLE 2**

Lease payments.

Section 2.01. As provided in Section 2.02, the Lessee shall be obligated to pay the Lessor as follows: \$2,000 per month beginning December 1, 2020 and continuing through November 1, 2021.

Section 2.02. Lease payments due shall be made in equal monthly installments as stated above due and payable without demand in advance on the first day of each calendar month.

Section 2.03. All payments of rent shall be made to the Lessor at 3 Washburn Square, Leicester, Massachusetts, or as may be otherwise directed by the Lessor in writing.

Section 2.04. Notwithstanding the terms set in Section 2.01. lease payments shall not be required to be paid to the Lessor for any portion of any month or months during which both

**Town of Leicester: Hillcrest Country Club**

components of the Demised Premises (Clubhouse and Golf Course) are closed to the public due to the COVID-19 pandemic. Lease payments, pursuant to the terms in Section 2.01, shall resume in full when either portion of the Demised Premises reopens to the public.

Section 2.05. The Lessee shall notify the Lessor of the dates when the Demised Premises shall be closed to the public, as well as when either or both components of the Demised Premises reopen to the public. The lease payments shall be pro-rated based on the number of days in any month that the Demised Premises is partially or fully open. If the Demised Premises is closed for the full month, no payment for that month shall be required.

Section 2.06. The lease payment is the only cost that shall be affected by the closure of the Demised Premises to the public during the COVID-19 pandemic. Lessee shall be responsible for all real estate and personal property taxes, which shall continue to be assessed, without discount. Lessee is also responsible to maintain full insurance on the Demised Premises, as well to keep all other obligations, such as utility accounts and other taxes current. Lessee shall also continue to keep the Demised Premises in good order, through cleaning, golf course maintenance, etc.

**ARTICLE 3**

Utility Services, Taxes, and Other Assessments.

Section 3.01. Lessee agrees to directly pay, or cause to be paid, to the appropriate entity, all charges for Lessee's electricity, consumption of heating fuel, water and sewer use charges, and will comply with all contracts relating to any such services. Lessee further agrees to directly pay all charges relating to its insurance obligations under this Lease with respect to the Demised Premises. Said insurance obligations only extend to those obligations of a restaurant facility and golf course. Lessee's charges for such utility usage shall be based upon Lessee's actual usage as separately metered. Wherever separate meters do not now exist, Lessor shall install the same at its sole expense. In the event Lessee is billed directly by the utility company for separately metered utilities, then Lessee shall pay such bills directly to the utility company. Lessee agrees to directly pay all taxes, payments in lieu of taxes, and other municipal assessments to the appropriate municipal entity. Payments made by Lessee pursuant to this section shall in no event be considered additional rent or be off-set against rent payments due to Lessor.

**ARTICLE 4**

Insurance.

Section 4.01. The Lessee shall not permit any use of the Demised Premises which will make voidable any insurance on the property of which the Demised Premises are a part, or on the contents of said property, or which shall be contrary to any law or regulation from time to time established relating to the use of the Demised Premises for the purposes described in this Lease. In the event Lessee shall be in violation of this Article, Lessor shall give written notice of the reason for such violation to Lessee and such violation shall be treated as a default under Section 14.01 (c) hereof.

Section 4.02. The Lessee shall maintain with respect to the Demised Premises comprehensive general liability insurance in the following amounts:

General Aggregate	\$3,000,000.00
-------------------	----------------

**Town of Leicester: Hillcrest Country Club**

Products-Completed Operation Aggregate	\$2,000,000.00
Personal and advertising-injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage	amount equal to replacement cost
Medical Expense	\$5,000.00

Automobile Insurance covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits-

Bodily Injury	\$1,000,000 per person \$1,000,000 per accident
Property Damage	\$500,000 per accident

Fire Insurance shall be in an amount equal to the replacement cost of the buildings as determined by the Landlord. The Landlord has determined that the total replacement cost of the Club House as of the date of this agreement is \$300,000 and the replacement cost of the pro shop is \$100,000.

Replacement Cost

Landlord reserves the right to increase the replacement value of the buildings when capital improvements are made to the buildings as permitted under Article 7 and 8. Lessee agrees to increase its fire insurance coverage and comprehensive general liability insurance coverage to an amount sufficient to insure the increase of the replacement cost.

Pesticide Liability shall be provided separately, or as a part of the General Liability Coverage, in an amount not less than \$1,000,000.

Insurance coverage in amount and from shall not be deemed acceptable until approved by the Town Counsel of the Town of Leicester.

Lessee will insure with companies reasonably acceptable to Lessor, qualified to do business in Massachusetts and in good standing therein, i.e. companies providing insurance coverage shall be required to have nothing less than an "A" rating or better by the A.M. Best Company of Aldrich, New Jersey.

The Lessee agrees to add Lessor as an additional insured to any and all policies, which insure against injury to persons or damage to property and an umbrella insurance policy providing coverage for an additional \$1,000,000.00 of protection. Lessee shall maintain sufficient fire suppression equipment on the Premises so that insurance for the building will be no greater than insurance of a restaurant building of comparable size.

Section 4.03. During any construction on the Premises undertaken by Lessee, Lessee shall require its contractors and their subcontractors to maintain adequate liability and workmen's compensation insurance in accordance with statutory minimum requirements. The Lessee agrees to add Lessor as an additional insured to any and all policies.

Section 4.04. Lessee shall also maintain a policy for protection against incidents involving the serving of liquor on the Premises in the amount of at least \$1,000,000.00.

**Town of Leicester: Hillcrest Country Club**

Section 4.05 Lessee shall obtain for all employees Workers' compensation insurance consistent with the provisions and amounts as required by current law.

Section 4.06. The Lessee shall deposit with the Lessor certificates of insurance required under this Article, at or prior to the commencement of the term, and thereafter, at least thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall not be canceled without at least thirty (30) days prior written notice to each insured named therein.

**ARTICLE 5**

Use of Demised Premises.

Section 5.01. The Lessee covenants and agrees to use the Demised Premises only for the purposes of operating a banquet facility/clubhouse, and restaurant and a lounge, with all areas serving a full range of alcoholic beverages and a nine-hole golf course. The Lessor represents and warrants that the Demised Premises are zoned so as to permit the use allowed under this lease. The Lessor further represents and warrants that the size and location of all bindings meet any necessary Town by Laws including parking spaces for regular and handicapped customers. Further the Lessor represents it has clear record and marketable title in fee simple to the land and has good authority to make this Leases and the Demised Premises are not subject to any other lease affecting the Demised Premises. That the Demised Premises is free from any agreement, encumbrances, mortgages, leases agreements or restrictive covenants binding on the Lessor or the land which will prevent the Lessee from conducting on the Demised Premises the business permitted by this Lease.

Section 5.02. Lessee will not make or permit any occupancy or use of any part of the Demised Premises for any hazardous, offensive, dangerous, noxious or unlawful occupation, trade, business or purpose which is contrary to any law, by-law, ordinance, rule, permit or license, and will not cause, maintain or permit any nuisance in, at or on the Demised Premises. The Lessee hereby agrees not to maintain or permit noises, operating methods or conditions of cleanliness of the Demised Premises or any appurtenances thereto which are reasonably objectionable to Lessor, or otherwise inconsistent with the operation of a first class banquet facility, restaurant and lounge and nine-hole golf course. No sign, antenna or other structure or thing shall be erected or placed on any part of the exterior of said building or erected so as to be visible from the exterior of the building without first securing the written consent of the Lessor. Consent will not be unreasonably withheld by the Lessor. Approval of Lessees plans by Lessor initialing the same shall be deemed consent by the Lessor to the matters disclosed therein.

Section 5.03. Lessee will not permit any abandonment of the Demised Premises or any part thereof except:

- (a) to the extent caused by condemnation,
- (b) to the extent caused by damage to or alterations of the Demised Premises pending restoration thereof or
- (c) as herein otherwise specifically provided or consented to in writing by the Lessor.

Section 5.04. Lessee will not cause or permit any waste, overloading, stripping, damage, disfigurement or injury of or to the Demised Premises or any part thereof: except for the purposes of renovating the Demised Premises.

**Town of Leicester: Hillcrest Country Club**

ARTICLE 6

Compliance with Legal Requirements.

Section 6.01 Throughout the term of this Lease, Lessee, at its sole cost and expense, will promptly comply with all applicable requirements of law and will procure and maintain all permits, licenses and other authorizations required for any use of the Demised Premises permitted by this Lease. Notwithstanding anything in this Lease to the contrary, no provision hereof shall impose an obligation upon Lessee to make structural improvements to the Premises except as necessitated by the work to be performed by Lessee in the Demised Premises in connection with its renovation plans further described in Article 8.

ARTICLE 7

Renovation, Conditions, Repairs and Maintenance

Section 7.01. Lessor has made no representations, warranties or undertakings as to the present or future condition of the Demised Premises or the fitness or availability of the Demised Premises for any particular use, except as expressly provided in this Agreement.

Section 7.02. Throughout the term of this Lease, the Lessee agrees to maintain the non structural and mechanical components, including but not limited to the sprinkler system and any heating or air conditioning system and grease trap installed by Lessee or caused to be installed by Lessee after the date hereof and the interior of the Demised Premises in the same condition as they are in on the Commencement Date or as they may be put in during the term of this Lease, reasonable wear and tear, damage by fire, if insured, or other insured casualty or unavoidable damage caused by taking or condemnation by public authority or damage caused by Lessor's neglect only excepted, and whenever necessary, to replace plate glass and other glass therein, Lessee's maintenance obligations shall not extend to significant repairs or replacement of the current sprinkler system nor shall Lessee assume liability should the Town's agents adjust such sprinkler system. The Lessor shall be responsible for major repairs and replacements to non- structural and mechanical components (fire sprinklers, HVAC, grease trap, etc.).

Section 7.03. Lessor, or agents of Lessor, at reasonable times, and on at least twenty-four (24) hours advance notice by Lessor, which notice shall not be required to be in writing, shall be permitted to enter upon the Demised Premises to examine the condition thereof; to make repairs, alterations and additions as Lessor should elect to do, to show the Demised Premises to others, and at any time and on at least twenty-four (24) hours advance notice by Lessor which notice shall not be required to be in writing, within six (6) months before the expiration of the term, and for such purposes, Lessee hereby grants to Lessor and any prospective Lessees accompanying Lessor a right of access to the Demised Premises. In no event shall Lessor be required to give notice to gain access in the case of an emergency.

Section 7.04. Lessee agrees to diligently and promptly seek approval of the appropriate authority for those licenses required to permit Lessee to operate a restaurant, banquet facility and lounge at the Demised Premises. (Lessee's obligations under this lease are subject to and contingent upon the issuance of a full liquor license from the Town of Leicester to the Lessee).

ARTICLE 8

Alterations and Additions.

**Town of Leicester: Hillcrest Country Club**

Section 8.01. The Lessee shall not make any alterations or additions, structural or non-structural, to the Demised Premises. Should the Lessee wish improvements be made to the property, Lessee shall submit a written request for such improvements from Lessor. Such improvements will be made at the sole discretion of the Lessor, and will be completed pursuant to the public bidding law, and prevailing wage law, where applicable.

Improvements to the Demised Premises, desired by the Lessee, that are trade related, or cosmetic in nature, or are to repair damage to the premises incurred by the Lessee during the term of this lease, are the sole responsibility of the Lessee, pursuant to approval by the Lessor, with said improvements to the Demised Premises being completed pursuant to the public bidding laws and prevailing wage law, where applicable.

Except as set forth below, any alterations or improvements made by the Lessee or Lessor which are permanently affixed to the Demised Premises or affixed in a manner so that they cannot be removed without defacing or damaging the Demised Premises shall become property of the Lessor at the termination of occupancy as provided herein. Trade fixtures as defined below shall be removed by the Lessee at the end of the term of the lease. Lessee shall repair to the satisfaction of the Lessor, any damage to the Demised Premises caused by the removal of said trade fixtures. Structural alterations, mechanical and electrical alterations, and all other alterations made by Lessee, with Lessor's approval, such approval shall not be unreasonably withheld by the Lessor, in preparing the Demised Premises for Lessee's use shall not be removed.

For the purposes of this Lease, the term "trade fixtures" shall refer to all equipment, machinery and any similar items which Lessee installs in the Premises, regardless of whether such equipment is attached to the Premises, and would qualify as a fixture under Massachusetts real property law. Included, among Lessee's trade fixtures without limitation of the generality of the foregoing, are refrigerators and freezers (including walk-in refrigerators and freezers), ovens, stoves, ranges, disposals, grills, dishwashers, steam tables, counters, bars, bar fixtures, hoods, mixers, kitchen sinks, and light fixtures.

In the event that Lessee installs trade fixtures (hereinafter "additional trade fixtures"), Lessee shall maintain an inventory of such additional trade fixtures and may remove such additional trade fixtures at the end of the term of this Lease.

Section 8.02. Lessee may, from time to time, request the Lessor to approve capital renovations. Approval of such additional capital renovations and creating a capital renovations credit shall be in the sole discretion of the Lessor.

Section 8.03. Notwithstanding Section 8.02, Lessee agrees to spend the sum of \$ in improvements which will include \_\_\_\_\_ before DATE. **For the purpose of this lease, this section shall not be applicable, as Lessee is expected to make no improvements during this lease period, save repairs considered to be emergency in nature.**

ARTICLE 9

Discharge of Liens.

Section 9.01. Lessee will not create or permit to be created or to remain and will discharge. any lien, encumbrance or charge (on account of any mechanic's, laborer's, materialmen's or vendor's lien, or any mortgage, or otherwise) made or suffered by Lessee which is or might be or become a lien, encumbrance or charge upon the Demised Premises or any part thereof upon Lessee's



## **Town of Leicester: Hillcrest Country Club**

leasehold interest therein, having any priority or preference over or ranking on a parity with the estate, rights and interest of Lessor in the Demised Premises or any part thereof, or the rents, issues, income or profits accruing to Lessor therefrom, and Lessee will not suffer any other matter or thing within its control whereby the rights and interest of Lessor in the Demised Premises or any part thereof might be impaired.

### ARTICLE 10

#### Parking & Landscaping & Golf Course and Garage Maintenance

Section 10.01. Lessee shall maintain the exterior parking lot, access road from Pleasant Street, and landscaping on the exterior of the Demised Premises, including the golf course greens.

Section 10.02. Lessee shall be responsible for directly contracting and paying for snow plowing both parking lots and other snow and ice removal services at the Demised Premises, provided, however, that Lessor shall be responsible for snow plowing the access road from Pleasant Street up to the location of the hydrant on the left side of such access road. In the event Lessee informs Lessor that Lessor is not fulfilling its obligation to snowplow the access road, Lessor and Lessee shall modify the obligations provided in this section including a reasonable adjustment in the costs related to such snow plowing.

Section 10.03. Lessee shall clean and maintain the foyer area to provide a common access to the first floor of the Premises.

Section 10.04. Lessee shall receive the approval of the Lessor prior to erecting any signs on the Premises or any signs at the Country Club entranceway. Lessee shall, in addition, be required to comply with all other applicable laws and regulations relating to approval of signs. Consent will not be unreasonably withheld.

Section 10.05 Lessee agrees to perform all care, upkeep, maintenance and special projects of the golf course, including but not limited to all tee, green, sand traps, fairways, other grounds, shrubberies, equipment and garage in a manner consistent with the most up-to-date features and techniques utilized in the upkeep and maintenance of a golf course. In addition the Lessee, as directed by the Lessor, will be responsible for projects on the golf course other than previously described as upkeep and maintenance. These projects include but are not limited to building and rebuilding tee areas, traps, cart paths, irrigation and any other project Lessor deems necessary for golf course maintenance.

Lessee is responsible for supplying chemicals, fertilizers and fungicides and any other chemicals necessary for the maintenance of the golf course.

Section 10.06 Lessee will be responsible for all services and utilities required to operate the garage. Any improvements made to the garage shall become the property of the Lessor unless otherwise agreed to by the parties. Lessee will be responsible for making all major repairs to the garage and the equipment normally required to maintain a golf course.

### ARTICLE 11

#### Fire, Casualty and Eminent Domain.

Section 11.01. Should a substantial portion of the Demised Premises or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the Lessor,

## **Town of Leicester: Hillcrest Country Club**

at its sole option, may elect to terminate this Lease. In the event a substantial portion of the Demised Premises shall be taken by eminent domain, the Lessee at its sole option, exercised by written notice to Lessor within sixty (60) days after Lessee is deprived of the space so taken, may terminate this Lease. When fire or other unavoidable casualty or taking renders the Demised Premises substantially unsuitable for its intended use, or in the event that the Premises cannot be operational due to any other reason other than those described in Article 14.01, a just and proportionate abatement of rent shall be made, and the Lessee may elect to terminate this Lease if

(a) The Lessor fails to give written notice within sixty (60) days after such casualty of its no intention to restore the Demised Premises or provide alternate access, if access has been taken or destroyed; or

(b) If Lessor gives notice of its intention to restore and the Lessor fails to restore the Demised Premises to a condition substantially suitable for their intended use or fails to provide alternate access within one hundred eighty (180) days of such fire or other unavoidable casualty, or taking. The Lessor reserves, and the Lessee grants to the Lessor, all rights which the Lessee may have for damages or injury to the Demised Premises for any taking by eminent domain, except for damages specifically awarded on account of the Lessee's fixtures, property or equipment including moving expenses and other expenses provided to the Lessee pursuant to G.L. c. 79A.

## ARTICLE 12

### Indemnification of Lessor.

Section 12.01 Lessee will protect, indemnify and save harmless Lessor from and against all liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses, including all reasonable attorney's fees and expenses of employees, which may be imposed upon or incurred by or asserted against Lessor by reason of any of the following occurring during the term of this Lease as a result of action or non-action of Lessee or anyone claiming or acting by, through or under it, or as a result of anyone dealing with Lessee:

(a) any work or thing done in or on the Demised Premises;

(b) any use, non-use, possession, occupation, condition, operation, maintenance or management of the Demised Premises or any part thereof, including, without limiting the generality of the foregoing, the use or escape of water or the bursting of pipes, the failure to remove snow and ice or from the sidewalks bordering upon the property of which the Demised Premises form a part, or any nuisance made or suffered on the Demised Premises;

(c) any act or omission (with respect to the Demised Premises, or the use or management thereof or this Lease) on the part of Lessee or any of its agents, contractors, customers, servants, employees, licensees, invitees, mortgagees, assignees, sub-tenants or occupants;

(d) any accident, injury or damage to any person or property occurring in or on the Demised Premises; and

(e) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease on its part to be performed or complied with.

In case any action or proceeding is brought against Lessor by reason of any such occurrence, Lessee, upon written notice from Lessor, will, at Lessee's sole cost and expense, resist and defend such action or proceeding or cause the same to be resisted and defended, by counsel designated

**Town of Leicester: Hillcrest Country Club**

by Lessee and approved in writing by Lessor, which approval shall not be unreasonably withheld.

**ARTICLE 13**

Mortgages, Assignments and Subleases by Lessee.

Section 13.01. Lessee's interest in this Lease may not be mortgaged, encumbered, assigned or otherwise transferred, or made the subject of any license or other privilege, by Lessee or by operation of law or otherwise, and the Demised Premises may not be sublet, as a whole or in part, without in each case the prior written consent of Lessor, which shall not be unreasonably withheld so long as the nature of the business conducted by said assignee or sublessee and the net worth of said assignee or sublessee is satisfactory to Lessor and said business would not otherwise change the operation of a club house, restaurant, banquet facility and lounge at the Demised Premises including the use of a liquor license thereat, and the execution and delivery to Lessor by the assignee or transferee of a good and sufficient instrument whereby such assignee or transferee assumes all obligations of Lessee under this Lease. From and after any such assignment or transfer, the obligations of each such assignee and transferee and of the original Lessee named as such in this Lease to fulfill all of the obligations of Lessee under this Lease shall be joint and several. Lessee shall pay all reasonable costs incurred by Lessor in connection with any requests by Lessee for Lessor's consent to any such proposed action by Lessee.

Section 13.02. No assignment or transfer of any interest in this Lease, no sublease of the Demised Premises or any part thereof and no execution and delivery of any instrument of assumption pursuant to Section 13.01 hereof shall in any way affect or reduce any of the obligations of Lessee under this Lease, but this Lease and all of the obligations of Lessee under this Lease shall continue in full force and effect as the obligations of a principal (and not as the obligations of a guarantor or surety).

Section 13.03. Each violation of any of the covenants, agreements, terms or conditions of this Lease, whether by act or omission, by and of Lessee's permitted encumbrancers, assignees, transferees, licensees, grantees of a privilege, sub-tenants or occupants, shall constitute a violation thereof by Lessee.

**ARTICLE 14**

Lessor's Right to Sell.

Lessor reserves the right to sell its interest in 325 Pleasant Street – Hillcrest Country Club. However, Lessor will endeavor to protect Lessee's rights under this lease and any extensions thereof in negotiations of the Purchase and Sale agreement with Buyers. In the event of sale, at the Lessor's request, Lessee agrees to deliver to Lessor a certificate stating whether this Lease is in effect and that, to the best of the Lessee's knowledge, there are no defenses or offsets thereto, or stating those claimed by Lessee. In the event of sale of the leased premises or assignment of Lessor's right to receive rent, Lessee may continue to pay rent to the original Lessor until Lessee receives notice from the original Lessor of the sale or assignment. The notice must identify the buyer or assignee, reasonably identify the rights sold or assigned, and must be received at least 10 days before the due date of the rent payment to which it applies.

**Town of Leicester: Hillcrest Country Club**

ARTICLE 15

Default.

Section 15.01. In the event that:

(a) the Lessee shall default in the due and punctual payment of any installment of rent, or any part hereof; when and as the same shall become due and payable and such default shall continue for more than ten (10) days after written notice is given by Lessor; or

(b) the Lessee shall default in the payment of any amounts payable directly by Lessee under Article 3, or any part thereof; when and as the same shall become due and payable, and such default shall continue for a period often (10) days after written notice is given by Lessor; or

(c) the Lessee shall default in the observance or performance of any of the Lessee's covenants, agreements or obligations hereunder, other than those referred to in the foregoing clauses (a) and (b), and such default shall not be corrected within twenty-one (21) days after written notice thereof; or

(d) the Lessee shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or shall seek or consent or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties, or of the Demised Premises, or shall make any general assignment for the benefit of creditors; or

(e) any court enters an order, judgment or decree approving a petition filed against Lessee seeking any reorganization, arrangement, composition, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated or unstayed for an aggregate of sixty (60) days; or

(f) the Demised Premises or any portion thereof shall be abandoned (unless approved by the Lessor), then Lessor shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Demised Premises, to declare this Lease terminated and to remove the Lessee's effects without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The Lessee shall indemnify the Lessor against all loss of rent and other payments which the Lessor may incur by reason of such termination during the residue of the term. If the Lessee shall default in the observance or performance of any condition or covenant on Lessee's part to be observed or performed under or by virtue of any of the provisions and any Article of this Lease, the Lessor, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Lessee. If the Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of twelve (12%) percent per annum and costs, shall be paid upon demand to the Lessor by the Lessee as additional rent.

Section 15.02. No failure by Lessor to insist upon strict performance of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedy consequent upon breach thereof and no acceptance of full or partial rent during the continuance of any breach, shall constitute a waiver of any such or of any covenant, agreement, term or condition. No covenant, a

## **Town of Leicester: Hillcrest Country Club**

term or condition of this Lease to be performed or complied with by Lessee, and no beach thereof shall be waived, altered or modified except by written instrument executed by Lessor. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Section 15.03. Lessee agrees to save Lessor harmless and indemnified from any and all loss, cost, damage or expense, including reasonable attorneys' fees, which Lessor may incur or suffer as a result of Lessee's default in or nonperformance of the terms or conditions of this Lease. In the event Lessee shall fail or neglect to make any payment of rent or otherwise required to be made to Lessor hereunder, for a period often (10) days from which they are due, then at Lessor's option, such payment shall bear interest at the rate of twelve (12%) percent per annum for the period during which they remain unpaid, which period shall commence from the date on which such payments were due, without regard to grace period.

Section 15.04. Each right and remedy of Lessor provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lessor of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous exercise by Lessor of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

Section 15.05. Whenever, under any provision of this Lease, Lessee shall be entitled to receive any payment from Lessor or to exercise any privilege or right under this Lease, Lessor shall not be obligated to make any such payment and Lessee shall not be entitled to exercise any such privilege or right so long as Lessee shall be in default under any of the provisions of this Lease and until after such default shall have been cured, if cured prior to the expiration or termination of this Lease pursuant to the provisions of Section 15.01 hereof. Lessee shall not be entitled to offset rent payable under this Lease any payments due from Lessor to Lessee.

## ARTICLE 16

### Surrender.

Section 16.01, Lessee shall, upon any expiration or earlier termination of this Lease, remove all of Lessee's goods and effects from the Demised Premises. Lessee shall peaceably vacate and surrender to the Lessor the Demised Premises and deliver all keys, locks thereto, and other fixtures connected thereto, unless Lessor requests removal of the same, and all alterations and additions made to or upon the Demised Premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by insured fire or other unavoidable casualty or taking or condemnation by public authority or as a result of Lessor's negligence only excepted. In the event of the Lessee's failure to remove any of Lessee's property from the Demised Premises, Lessor is hereby authorized, without liability to Lessee for loss or damage thereat, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense, or to retain same under Lessor's control or to sell at public or private sale, after ten (10) days notice to Lessee at its address last known to Lessor, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

**Town of Leicester: Hillcrest Country Club**

ARTICLE 16A

Transfer of Operations.

Section 16A.01. The Lessor and Lessee agree that it will be in their mutual interests to cooperate fully with one another to accomplish a smooth transition of operations between the Lessee and succeeding lessee, designated by the Lessor to operate the restaurant and banquet facilities upon the expiration of the lease term, as such terms may be extended. Therefore, the Lessor and Lessee agree to prepare for and carry out the transition in accordance with Sections 16A.02 through 16A.06.

Section 16A.02. The Lessee shall place all deposits received from customers for events that are scheduled to take place after the expiration date of the Lease in a joint escrow account in a bank with a branch office located in Leicester, in the names of the Lessor and Lessee. The amounts escrowed shall not be withdrawn without the signatures of both the Lessor and Lessee. If the Lessee does not obtain a renewal of the Lease, the escrowed deposits shall be transferred to either the succeeding lessee or to the customers, as the Lessor shall determine appropriate, provided, however, that the Lessee shall be entitled to retain \$250 of each deposit for an event to cover its costs for showing the facility and booking the event.

Section 16A.03. The Lessee shall also furnish the Lessor with the names and addresses of customers, dates of bookings, and copies of the Lessee's contracts with all the customers who book events scheduled to take place after the expiration date of the Lease. Such information shall be submitted by the Lessee to the Lessor on a monthly basis. During the process for procuring a new lessee, the Lessor may provide this information to prospective lessees who intend to submit proposals to operate the restaurant and banquet facilities. Upon selection of a succeeding lessee, the Lessor shall provide this information to the succeeding lessee.

Section 16A.04. Within thirty days after the Lessor notifies the Lessee that it does not intend to renew the Lease, the Lessee shall prepare and submit to the Lessor an inventory of all furnishings and equipment on the leased premises, which shall indicate the person who owns such furnishings and equipment.

Section 16A.05. Within thirty days after the Lessor notifies the Lessee that it does not intend to renew the Lease, the Lessee shall meet with the succeeding lessee, as often as reasonably necessary, for the purposes of making all necessary and appropriate arrangements to transfer the liquor license from the Lessee to the succeeding lessee.

Section 16A.06. The Lessor and Lessee hereby agree that either party hereto, or the succeeding lessee, shall have the right to bring appropriate actions in Worcester Superior Court to carry out the purposes of this Section 16A.

ARTICLE 17

Quiet Enjoyment.

Section 17.01. Lessee, upon paying the rent and other charges herein provided for and pert and complying with all covenants, agreements, terms and conditions of this Lease on its part to be performed or complied with, shall not be prevented by the Lessor from lawfully and quietly holding, occupying and enjoying the Demised Premises during the term of this Lease, except as specifically provided for by the terms hereof

**Town of Leicester: Hillcrest Country Club**

ARTICLE 18

Acceptance of Surrender.

Section 18.01. No surrender to Lessor of this Lease or of the Demised Premises or any part thereof or of any interest therein by Lessee shall be valid or effective unless required by the provisions of this Lease or unless agreed to and accepted in writing by Lessor. No act on the part of any representative or agent of Lessor, and no act on the part of Lessor other than such a written agreement and acceptance by Lessor, shall constitute or be deemed an acceptance of any such surrender.

ARTICLE 19

Notices - Service of Process.

Section 19.01. All notices, demands, requests and other instruments which may or are required to be given by either party to the other under this Lease shall be in writing. All notices, demands, requests and other instruments from Lessor to Lessee shall be deemed to have been properly given if sent by United States certified mail, return receipt requested, postage prepaid, addressed to Lessee at the Demised Premises, or at such other address or addresses as the Lessee from time to time may have designated by written notice to Lessor, or if left on the Demised Premises with an employee of the Lessee. All notices, demands, requests and other instruments from Lessee to Lessor shall be deemed to have been properly given if sent by United States certified mail, return receipt requested, postage prepaid, addressed to Lessor, at Board of Selectmen, Town of Leicester, Washburn Square, Leicester, Massachusetts 01524, or at such other address as Lessor from time to time may have designated by written notice to Lessee.

ARTICLE 20

Separability of Provisions.

Section 20.01. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or contrary to applicable law or unenforceable, the remainder of this Lease, and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or contrary to applicable law or unenforceable, as the case may be, shall not be affected thereby, and each term and provision of this Lease shall be valid, legal and enforced to the fullest extent permitted by law.

ARTICLE 21

Miscellaneous.

Section 21.01. This Lease may not be modified or amended except by written agreement duly executed by the parties hereto.

Section 21.02. This Lease shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

Section 21.03. This Lease may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 21.04. The covenants and agreements herein contained shall, subject to the provisions of

## **Town of Leicester: Hillcrest Country Club**

this Lease, bind and inure to the benefit of Lessor, his successors and assigns; and Lessee, and Lessee's successors and assigns, and no extension, modification or change in the terms of this Lease effected with any successor, assignee or transferee shall cancel or affect the obligations of the original Lessee hereunder.

Section 21.05. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect.

Section 21.06. In the event this Lease or a copy thereof shall be recorded by Lessee, then such recording shall constitute a default by Lessee under Article 14 hereof entitling Lessor to immediately terminate this Lease. Within a reasonable time after the Commencement Date, Lessor and Lessee shall execute a document in recordable form containing only such information as is necessary to constitute a Notice of Lease, including the first sentence in Section 10.01 hereof.

## ARTICLE 22

### Bookkeeping and Grounds Audit

Section 22.01 The Lessee shall maintain its own bookkeeping system and departmental tracking (e.g. starts/rounds/cart usage; food and beverage covers tracking) relative to operations of the clubhouse and golf course facilities. Bookkeeping records shall be according to industry standards. Lessor shall have right to inspect such books quarterly for each year of this lease and any extension thereof.

Section 22.02 The Lessee will be required to undergo annual independent maintenance superintendent's and building/grounds audits to verify that the property is being improved and not compromised in any way, and that the chemical restrictions necessary to protect the watershed are being strictly maintained. Allowing the property to further decline and/or use of prohibited chemicals that can endanger the Town's water supply are considered cause for termination of the lease agreement. Lessee agrees to indemnify and hold harmless Lessor for any and all damages caused as a direct result of Lessee's non compliance with chemical restrictions and any state and federal environmental water and pollution statutes and/or regulations.

## ARTICLE 23

### Extension of Term

Section 23.01 Provided the obligations of Lessee under this Lease shall be then current and not in default, Lessor and Lessee may upon mutually acceptable terms extend the original term of this Lease for 1 additional year(s), commencing upon the expiration of the original term. Except as expressly otherwise provided in this Lease, all the agreements and conditions in this Lease contained shall apply to the additional period to which the original term shall be extended as aforesaid.

Lessor is under no obligation to extend the "original term" of this lease.

## ARTICLE 24

### Liquor License



**Town of Leicester: Hillcrest Country Club**

Section 24.01. It is recognized as set forth in Section 5.01 that service for a full range of alcoholic beverages is an essential element for the operation of the demised premises. In addition to all other requirements of this lease applicable to the liquor license, Lessee agrees that it will obtain and maintain the necessary liquor license for its operation and it will not in any manner mortgage, encumber, alienate or transfer said license except in accordance with Sections 13.01 and 16A. 05 of this Lease. In the event of termination of this Lease in any circumstance other than those provided for in Section 16A, lessee shall forthwith surrender the liquor license to the Town of Leicester. Lessor's obligations hereunder shall apply to any of its managers, agents, employees or assignees, each of whom shall be required by Lessor to confirm and assume the same in a written instrument reasonably acceptable to the Lessor.

**Town of Leicester: Hillcrest Country Club**

It is intended that this instrument will take effect as a sealed instrument.

IN WITNESS WHEREOF, the Lessor and Lessee have signed the same this \_\_\_\_ day  
of \_\_\_\_\_ 2020.

TOWN OF LEICESTER

SELECT BOARD

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

LESSEE

BY \_\_\_\_\_

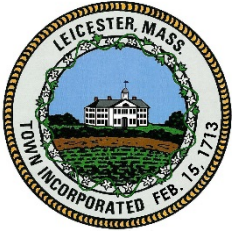
MEMBER

**Town of Leicester: Hillcrest Country Club**

**APPENDIX 2 – EQUIPMENT**

Town- Owned Equipment

1. One (1): Manitowak Ice Machine
2. One (1): Eco-Lab Dishwasher
3. One (1): True three-door refrigerator
4. Two (2): Blodgett Pizza Ovens



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 November 2, 2020 - Version 5

## **SPECIAL MESSAGE FROM THE MODERATOR COVID-19 PRECAUTIONS**

Extensive efforts on the part of multiple members of the Leicester Town staff have been made to create a safe environment with effective social distances. To that end, I will be enforcing the following rules for attendance, per my authority under MA General Laws.

1. Per Leicester Town By-Laws, Town Meeting is open only to registered voters. No one who is not a registered voter in the Town of Leicester will be admitted to the meeting. The exceptions are non-resident department heads, the press, and those employed as legal representatives of persons with business on the warrant.
2. Pursuant to the Governor's COVID Order No. 31 and Department of Public Health Guidance all persons attending Town Meeting are strongly advised to cover their noses and mouths with a mask or cloth face covering unless exempted by Department of Public Health Guidance.
3. There will be an ample supply of hand sanitizer available at the meeting. Please use as needed.
4. Please arrive early. Check in will be slowed by the requirements of social distancing and to allow checkers working under challenging circumstances to process voters as efficiently as possible.
5. The chairs in the School Gymnasium will be placed to ensure proper social distancing protocols are followed. Please do not move them during the meeting in order to maintain safety protocol.

**PLEASE BE ADVISED THAT THERE WILL BE NO ACTION  
REGARDING SCHOOL BUILDING PROJECTS AT THIS MEETING.**

## 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 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

## Table of Contents

ARTICLE 1	PRIOR YEAR BILLS .....	5
ARTICLE 2	ADJUST FY 2021 OPERATING BUDGET .....	5
ARTICLE 3	POLICE CRUISER.....	7
ARTICLE 4	FY 2021 CAPITAL IMPROVEMENT PLAN .....	8
ARTICLE 5	AERIALSCOPE FIRE TRUCK REPAIRS.....	9
ARTICLE 6	FUNDING THE CABLE PEG ACCESS BUDGET .....	10
ARTICLE 7	FUNDING THE FY 2022 VALUATION UPDATE AND CERTIFICATION .....	10
ARTICLE 8	FUNDING REVISIONS TO THE TOWN’S OPEN SPACE AND RECREATION PLAN.....	11
ARTICLE 9	FUNDING RENOVATION OF BASKETBALL/PICKLEBALL COURTS AT TOWTAID PARK WITH PARC GRANT FUNDING .....	11
ARTICLE 10	USE OF SETTLEMENT FUNDS FOR FIRE STATION RETENTION PONDS REMEDIATION PROJECT .....	12
ARTICLE 11	TRANSFER OF FREE CASH TO THE TRANSPORTATION INFRASTRUCTURE FUND (WITHDRAWN) .....	12
ARTICLE 12	WARREN AVENUE EASEMENT (WITHDRAWN) .....	12
ARTICLE 13	RESCIND HIGH SCHOOL ROOF BORROWING .....	12
ARTICLE 14	CREATE A RECREATIONAL MARIJUANA HOST COMMUNITY AGREEMENT STABILIZATION FUND AND APPROPRIATE FUNDING TO SAID FUND .....	13
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.....	14
ARTICLE 16	AMENDMENT TO THE GENERAL BYLAWS – COLLECTION BOXES.....	14
ARTICLE 17	AMENDMENT TO THE GENERAL BYLAWS – PERSONNEL BYLAW .....	17
ARTICLE 18	CITIZEN’S PETITION- RECALL PROCEDURE FOR ELECTED OFFICIALS .....	26

***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 fund. If the articles in this warrant are voted as written, the remaining balance in FY 2020 Free Cash will be \$1,266,862.21 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 \$1,476.79 from Free Cash to pay the prior year bills as listed in the Fall 2020 Town Meeting warrant.***

<b>Department</b>	<b>Vendor</b>	<b>Amount</b>
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
EMS Department	Saint Vincent Hospital	\$722.05
<b>Total</b>		<b>\$1,476.79</b>

**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 by the close of the fiscal year.

**VOTE REQUIRED FOR PASSAGE** Requires a 9/10<sup>th</sup>'s 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:***



Sources	Reason	Amount
Raise and Appropriate	Increased overall receipts	\$102,004
<b>Total</b>		<b>\$102,004</b>

Department	Reason	Amount
FY 21 Select Board Professional Services 01-122-5200-004	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.	\$54,191
FY 21 DIS Professional Services 01-180-5200-004	Title V inspections and nursing stipends	\$10,000
FY 21 Reserve Fund 01-130-5700-007	Replenishment of Reserve Fund	\$34,000
FY 21 Emergency Management Salaries 01-290-5101-000	Funds removed when FY 21 budget was assembled	\$3,813
<b>Total</b>		<b>\$102,004</b>

**DESCRIPTION**

See descriptions in the above table for individual line item explanations. This article adjusts the FY21 budget after the projection of all final revenues. The revenues which make up the annual budget come from five categories: new growth, state aid, local receipts, free cash, and other available funds. 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 in the Fall.

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
Other Available Funds	\$381,183	\$381,183	0.00
<b>Total</b>	<b>\$32,339,536</b>	<b>\$32,305,342</b>	<b>-34,194</b>
<b>State Assessments/Offsets</b>	1,260,731	1,124,534	136,197
<b>Net Budget Difference</b>			<b>\$102,004</b>

Voting affirmatively on Action #1 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 \$111,000 from and to the accounts listed in the table below:*

From:	Amount	To:	Amount
FY21 Workers Comp 01-912-5700-009	\$40,000	FY21 Liability Insurance 01-945-5700-009	\$40,000
FY21 DIS Salaries 01-180-5102-000	\$38,000	FY21 Town Admin Office Wages 01-122-5100-000	\$38,000
FY21 DIS Consultant/Prof Services 01-180-5200-004	\$33,000	FY21 DIS Salaries 01-180-5102-000	\$33,000
<b>Total</b>	<b>\$111,000</b>	<b>Total</b>	<b>\$111,000</b>

DESCRIPTION

This transfer is requested to fix an error that occurred in setting up the FY 2021 budget, a lateral staff transfer and a change from regional health services to a Town health agent employee. These actions do not increase spending; they move funds between municipal accounts.

FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

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

**ACTION #3 – TRANSFER FROM FREE CASH TO FUND FIRE/EMS STUDY**

PROPOSED MOTION

*I move that the Town vote to transfer the following sums from Free Cash, totaling \$25,000 from and to the accounts listed in the table below:*

From:	Amount	To:	Amount
Free Cash	\$25,000	FY 21 Select Board Professional Services 01-122-5200-004	\$25,000
<b>Total</b>	<b>\$25,000</b>	<b>Total</b>	<b>\$25,000</b>

DESCRIPTION

With the impending retirement of Chief Wilson, we would like to study potential options for the Fire/EMS function going forward. There are several options to consider, including adoption of MGL regarding management and oversight, recruitment, and department structure going forward. These funds would be used to hire a consultant to study current Fire/EMS operations. The consultant would work with the newly appointed study committee to ring forward recommendations for the consideration of the Select Board and Town Meeting.

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 daily. 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	Aerial scope Tower Truck Lease/Purchase Payment – Year 5 of 5	\$90,081
Police	F150 Pickup Truck	\$49,845
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
	<b>Total FY 2021 Capital Purchases/Lease Payments</b>	<b>\$263,208</b>

FINANCE ADVISORY BOARD RECOMMENDATION

CAPITAL IMPROVEMENT COMMITTEE RECOMMENDATION Favorable Action (4-0-0)

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:

**F150 Pick Up Truck** – The School Department transferred their Ford F350 dump truck to the Highway Department upon the recommendation of a previous employee. The new Facilities Manager needs a pickup truck to assist with plowing and to transport materials and equipment. The Police Department has an F250, which is a bigger vehicle than needed, especially now that the Police lot is being plowed by Highway. The

Police Department would transfer the F250 to the School Department and purchase a more practical vehicle that would allow for the transportation of equipment, tow trailers, and 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 for a non-police equipped vehicle. 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 & 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 recommends replacing an aged one-ton roller that has outlived its useful life and is no longer compliant with worker safety codes. This vibratory 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, additional lines 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	\$229,000

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 four 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. Fortunately, there is an excess balance in the Ambulance receipts account, which allows this purchase to be made without using Free Cash.

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 \$34,698 from Free Cash to pay for repairs to the waterway of the Arial Tower Fire Truck.*

FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The waterway for the Arial Tower Fire Truck needs to be replaced due to a slight deflection that caused it to wear improperly and prevents it from retracting. These funds will be used to remove the existing waterway, remove and install new hydraulic lines, and a new 95-foot waterway, to bring the apparatus back up to full service.

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 franchise fees collected from cable subscribers which support our local cable PEG access service (LCAC). 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

The Town is required to update its values every five years. These funds would be used to hire outside contractors to revalue the Town's commercial real estate and personal property assessments for FY 2022.

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 Parks and 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 Parks and Recreation Committee be authorized to 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 or take any other action thereon.

PROPOSED MOTION

*I move the Town to transfer the sum of \$90,000 from Free Cash to renovate the basketball/pickleball courts at Towtaid Park in Leicester, to be managed and controlled by the Parks and 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 Parks and Recreation Committee be authorized to 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.*

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 reimburse the Town 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  
REMEDIAION 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 (WITHDRAWN)**

**ARTICLE 12 WARREN AVENUE EASEMENT (WITHDRAWN)**

This article was a placeholder for a potential easement through one of the properties behind the Fire & EMS Headquarters to allow for the retention pond repairs to move forward. Site selection and negotiations for the easement are ongoing. Per Town Counsel, once a site is finalized and negotiations conclude, a license between the Select Board and the property owner can be voted and executed, which will allow site work to begin. The easement can be voted at a future Town meeting. No action is required on the article at this time.

**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 Special 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)
<b>Remaining Amount to Rescind</b>	<b>\$ 519,567.74</b>

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 continue 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 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.

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 by voted as written.*

**FINANCE ADVISORY COMMITTEE RECOMMENDATION**

**SELECTBOARD RECOMMENDATION**

**DESCRIPTION**

Passage of this article would create special legislation which broadens the definition of “killed in the line of duty”, to allow the Town to issue a full real estate tax exemption to the surviving spouse 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 501I, 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 I, 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 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.

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 31<sup>st</sup> 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 65: 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 bylaw~~7~~ 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 76: 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 bylaw~~7~~ 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 87: 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

SELECT BOARD RECOMMENDATION

DESCRIPTION

This proposed change to the Collection Box Bylaw moves responsibility for enforcement of the bylaw from the Select Board to the Board of Health, and places criteria to be considered by the Board in siting collection boxes. It also requires annual application process.

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**

1. 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**

1. 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 30<sup>th</sup> 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 <sup>st</sup> 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.~~
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**

1. 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

The Personnel Board has not been active for a number of years. The changes proposed in this bylaw gives the responsibilities of the Personnel Board to the Select Board. Other proposed changes to the bylaw include language changes to allow for uniform calculation of sick and vacation time and extension of the probationary period for new employees from ninety days to one hundred eighty days.

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.

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 (30<sup>th</sup>) 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.

PROPOSED MOTION

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

FINANCE ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

**Free Cash Usage**

<b>CERTIFIED FREE CASH - June 30, 2020</b>	<b>2,127,848.00</b>
<b>November 17 Special Town Meeting</b>	
Article 1 - Prior Year Bills	\$1,476.79
Article 2 - 3 FY 2021 Budget	\$25,000.00
Article 3 - Police Cruiser	\$48,303.00
Article 4A Capital Improvement Plan (Ariel scope Payment 5 of 5)	\$90,081.00
Article 4B Capital Improvement Plan (Police F150)	\$49,845.00
Article 4C Capital Improvement Plan (Detective Car)	\$43,307.00
Article 4D Capital Improvement Plan (Carport)	\$50,000.00
Article 4E Capital Improvement Plan (Highway Roller)	\$14,975.00
Article 4F Capital Improvement Plan (Phone System)	\$15,000.00
Article 5 - Arielscope repairs	\$34,698.00
Article 7 - Assessors revaluation	\$57,800.00
Article 8 Open space plan update	\$15,500.00
Article 9 Parc Grant match	\$90,000.00
Article 14 - Marijuana HCA Stabilization Fund	\$325,000.00
	-
<b>Subtotal: Free Cash appropriated at STM</b>	<b>\$860,985.79</b>
Subtotal: Remaining Free Cash	\$1,266 ,862.21

***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 17<sup>th</sup> day of November 2020.

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

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



Patricia M. Grady

October 9, 2020

Library Board of Trustees

Leicester Public Library

Dear Trustees:

It is with a heavy heart that I submit my intent to retire from the Leicester Public Library. I have been so fortunate to have a job that I loved for 35 years. I would like to thank you for your support through the years.

My last day at the library will be Friday, January 8, 2021.

I wish Suzanne and the staff, who have all been wonderful to work with, every success in their future endeavors. I am looking forward to spending time with my family, especially my grandsons who are growing much too quickly!

With sincere appreciation,

A handwritten signature in black ink, appearing to read 'Pat', written in a cursive style.

Pat

**From:** [Dawn Marttila](#)  
**To:** [Forsberg, Kristen](#); [Lucky Margadonna](#)  
**Subject:** Capital Improvement Planning Committee-Resignation  
**Date:** Monday, October 19, 2020 8:06:24 PM

---

Dear Kristen and Lucky,

It is with regret and a full schedule that I can no longer fulfill my current position with the Capital Improvement Planning Committee. I have tried to shuffle my children's schedules, but due to remote learning and having to rearrange my obligations, I need to remove myself from CIP in order to stay on top of my other obligations in town and work.

I thank you for the experience and learning about how the town funding system works. I wish you all and obviously the town well as we move forward with continued projects.

Please accept my humble resignation,  
Dawn Marttila



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

**October 29, 2020**

**TO: SELECT BOARD**

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

**SUBJECT: Town Hall Holiday Hours**

The recommended Town Hall Holiday Hours for 2020 are as follows:

- Wednesday, November 25<sup>th</sup> – 8am to 2pm
- Thursday, December 24<sup>th</sup> – Closed\*
- Thursday, December 31<sup>st</sup> – Closed\*

\*Recommended closure in lieu of providing comp time for Christmas and New Years' Day which both fall on Fridays.

Please contact me with any questions.



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

November 2, 2020

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

---

The following is a report on the general activities of the Town Administrator through October 28, 2020. This report is brief, as most activities centered around the Town Meeting

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

- Responded to a resident regarding a property address issue (Marlboro/Fairview Drive)

**Meetings:**

- Attended the October 28<sup>th</sup> Capital Committee meeting, during which the Committee reviewed requests made in the spring with two addition. They voted to recommend all items listed in the warrant under Article 4
- Attended the October 26 Finance Advisory Board meeting to discuss the Town Meeting warrant

**Activities:**

- The past two weeks centered around FEMA and CARES Act submissions. We have submitted for CARES and are working on FEMA. Thus far, we have submitted for \$1,064,378.60. Of that \$830,410.68, or 78% is for the schools, and \$233,967.72 or 22% is for Municipal operations.
- Finalized the Town Meeting Warrant.
- Worked with Hilltop Management to finalize a new 1-year lease for the Board's consideration.
- Met with two property owners to discuss the possibility of putting an easement on their properties to run a pipe from the redesigned Fire Station ponds to Warren Avenue (Option 3, as discussed with the Board).
- Francis Dagle, our new Health Agent, started on Monday. I spent some time with him discussing enhanced public notifications regarding COVID-19 in upcoming weeks, as well as putting the daily case count on the front page of the website, after Election Day.

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

**SELECT BOARD MEETING MINUTES  
OCTOBER 19, 2020 AT 6:00PM  
VIRTUAL MEETING**

**CALL TO ORDER/OPENING**

Chairwoman Provencher called the meeting to order at 6:03pm. Chair Dianna Provencher, 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. Vice-Chair Harry Brooks was absent.

**1. SCHEDULED ITEMS**

**a. 6:00pm - Hillcrest Country Club Reuse Study and Discussion/Vote on Lease Extension**

Town Administrator David Genereux discussed a recent meeting with the current lessees and summarized findings of the Hillcrest Country Club Reuse Study. Select Board members and members of the public discussed the possibilities of converting the course into a municipal golf course and whether the golf and restaurant businesses could be separated. No action was taken.

**b. 6:30pm - Discussion/Vote Options for Fire Station Retention Pond Mitigation Plan**

Luke Boucher of VHB provided an explanation of the costs and benefits of each mitigation option. Members of the Select Board discussed resident feedback, potential drainage and wetland impacts for each option, and costs associated with each option. Members of the public expressed concerns over obtaining easements on private property. . A motion was made by Mr. Shocik and seconded by Mr. Duggan to select the Gleason Way gravity feed drainage option. Roll Call: 3:1:0 (Antanavica opposed)

**c. 7:00pm - Discussion/Vote – Little League and Girls Softball Russell Field Leases**

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to approve the Little League and Girls Softball leases at Russell Field and have the board sign the documents. Roll Call 4:0:0

**PUBLIC COMMENT PERIOD**No members of the public provided comment.

**2. RESIGNATIONS & APPOINTMENTS**

**a. Fire & EMS Study Committee Appointments**

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to appoint the members listed in the agenda packet to the Fire & EMS Study Committee. Roll Call: 4:0:0

**b. Appointment – Conditional Local Inspector/Zoning Enforcement Officer – Michael Silva**

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to appoint Michael Silva as the Conditional Local Inspector/Zoning Enforcement Officer. Roll Call 4:0:0

**3. OTHER BUSINESS**

**a. Discussion/Vote Conditional Local Inspector/Zoning Enforcement Officer Contract – Michael Silva**

A motion was made by Mr. Shocik and seconded by Mr. Duggan to approve Michael Silva's contract as the Conditional Local Inspector/Zoning Enforcement Officer. Roll Call: 4:0:0

**b. Vote to Sign Presidential Election Warrant**

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to sign the Presidential Election Warrant. Roll Call 4:0:0

**c. Town Hall ADA Architectural Study Funding**

Town Administrator David Genereux discussed the architect's request for additional funding for the Town Hall ADA Architectural Study. Select Board members requested that the contractor appear at a future meeting to further explain the request. No action was taken.

**d. Discussion/Vote of Fall Town Meeting Warrant Articles**

Town Administrator David Genereux provided an overview of each warrant article to be considered at the Fall Town Meeting. No action was taken.

**e. Trick or Treating Update**

Town Administrator David Genereux provided an update on the continued increase in COVID-19 cases in Town. No action was taken.

**f. Authorize Town Administrator to Sign Regional Public Health Alliance IMA Extension**

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to authorize the Town Administrator to sign an extension to the Intermunicipal Agreement (IMA) with the Central Massachusetts Regional Public Health Alliance for health services through December 31, 2020. Roll Call: 4:0:0

**4. REPORTS & ANNOUNCEMENTS**

**a. Student Liaison Reports**

This item was passed over

**b. Town Administrator Report**

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

**c. Select Board Reports**

Select Board members discussed recent storm damage, the uptick in COVID-19 cases, heat assistance programs, the proposed real estate tax exemption for Detective Songy, the recent school building committee meeting, and the upcoming yard sale hosted by Deja Nu.

**5. MINUTES**

**a. October 5, 2020**

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to approve the minutes of the October 5<sup>th</sup>, 2020 meeting. Roll Call: 4:0:0

A motion to adjourn was made by Mr. Shocik and seconded by Mr. Antanavica at 8:51pm. Roll Call 4:0:0