

PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: January 3, 2022

TIME: 6:00pm

LOCATION: Select Board Conference Room, 3 Washburn Sq -OR- Virtual (see below)

REQUESTED BY: Janine Drake, Assistant to the Town Administrator

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

<https://global.gotomeeting.com/join/356911813>

-OR-

(646) 749-3122; Access Code: 356-911-813

CALL TO ORDER/OPENING

1. SCHEDULED ITEMS

- a. 6:00pm – Officer John A. Caforio, Jr. – Recognition of service to the Town of Leicester
- b. 6:10pm - Common Victualler License Transfer of Ownership – Cheoy Lee III, 1205 Main St.
- c. 6:15pm – Common Victualler License Change of Business Name- Las Cocinas Mexicanas- 1673 Main St.
- d. 6:20pm – Covid-19 Safety Precautions – Town Buildings

2. PUBLIC COMMENT PERIOD

3. REPORTS & ANNOUNCEMENTS

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

4. RESIGNATIONS & APPOINTMENTS

- a. Appointment – Ryan Winslow – Commission on Disabilities
- b. Appointment – Joe Fontaine – Campus Security
- c. Appointment – Gregory Gamond – Campus security

5. OTHER BUSINESS

- a. Amended Contract Health Director – Francis Dagle
- b. Recruitment Policy – Review and approval
- c. FY 2022 updated Classification and Compensation Plan rates – Review and approval
- d. Acceptance of quitclaim deed – Becker College; review and approval

6. MINUTES

- a. December 20, 2021

ADJOURN

pd #35



Town of Leicester APPLICATION GENERAL LICENSES

Applicant Information

Applicant Name Yan Xiu Wang Applicant Phone 646-505-7749
Applicant Email yanxiu.wang.angela@gmail.com

Business Information

Description of Business take-out Chinese Restaurant

Business Name Cheong Lee's III

Corporation Name (if applicable) Wang DE FU Corp

Business Address 1205 Main St, Ste 4, Leicester, MA 01524

Mailing Address (if different) _____

Business Phone 508-892-8441 Business Email _____

PAID

CK NO. _____
DATE 4/35/09

License(s) Requested (check all that apply)

- | | |
|---|--|
| <input checked="" type="checkbox"/> Common Victualer (\$35) | <input type="checkbox"/> Games (\$35 per game) # _____ |
| <input type="checkbox"/> General Entertainment (\$50) | <input type="checkbox"/> Junk Dealer (\$40) |
| <input type="checkbox"/> Sunday Entertainment (\$125 Town; \$100 State separate check
made out to Commonwealth of Mass) | <input type="checkbox"/> Theatre (\$200) |
| <input type="checkbox"/> Outdoor Business (\$35; including xmas tree sales) | <input type="checkbox"/> Auctioneer (\$50) |
| <input type="checkbox"/> Temporary Business (\$100/3 days; \$25/per extra day) | <input type="checkbox"/> YOB (\$15) |

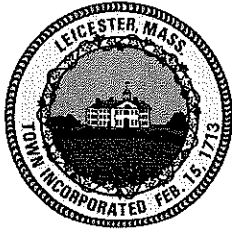
I certify, under the penalties of perjury, that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Yan Xiu Wang
Name of Applicant

Yan Xiu Wang
Signature of Applicant

724-34-2639
Social Security or FIN

Owner
Name & Title of Corporate Officer (if applicable)



Town of Leicester
Town Hall, 3 Washburn Square
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7077 Fax: (508) 892-7070
www.leicesterma.org

GENERAL LICENSE CHECKLIST



(Common Victualler & Miscellaneous Licenses)

Food, Entertainment, Games, Temporary Business, Junk Dealer, Theatre, Auctioneer, BYOB

Enclosed Forms

- ☒ General License Application
- ☒ CORI form (one for each owner and each manager)
- ☒ Workers Comp Affidavit
- ☒ DOR Certification

Additional Required Information

- need* ☒ Copy of lease or purchase and sale agreement 12-29-21 
- need* ☒ Naturalization Papers (if owner is not a US citizen) 12-29-21 
- ☒ Articles of Organization and Vote of Corporate Board (if corporation)

Return Completed Forms to:
Office of the Town Administrator
3 Washburn Square, 3rd Floor
Leicester, MA 01524
508-892-7077

COMMERCIAL LEASE

This Lease Agreement ("Lease") is effective as of November 1, 2021, by and between Jin & Ya Company LLC ("Landlord"), 74 Lake Avenue, Leicester, MA 01524, and Wang De Fu Corp. and Yan Xiu Wang ("Tenants"), 1205 Main Street, Leicester, MA 01524. The parties agree as follows:

PREMISES. Landlord leases to Tenants Unit 4 at 1205 Main Street, Leicester, MA, 01524, for business use as a Full Service Asian Restaurant (the "Premises").

TERM. The lease term will begin on November 1, 2021, and will terminate on October 31, 2031.

LEASE PAYMENTS. Tenants shall pay to Landlord monthly installments of \$3,200.00, payable on the first day of each month. Lease payments shall be made to the Landlord at 74 Lake Avenue, Leicester, MA 01524. The payment address may be changed from time to time by the Landlord by written notice to Tenants.

Commencing November 1, 2026, the Tenants shall pay to Landlord monthly installments of \$3,400.00 payable on the first day of each month at the address set forth in the prior paragraph.

RENEWAL TERMS. Tenants shall have the option to extend the term of the Lease one additional period of Five (5) years. Tenants must exercise said option by giving Landlord written notice of its intent to exercise option by no later than nine months before the expiration of the Term (January 31, 2031)..

If Landlord receives a timely notice from the Tenants of their intent to exercise the Renewal Period, then the Landlord shall provide notice of the rent to be paid on a monthly basis by no later than eight months before the expiration of the Term or the expiration of the Renewal Term.

Once Landlord has provided the Tenants with the demanded monthly rent payment for the Renewal Period, the Tenants shall have 30 day in which to accept the monthly rent demanded by Landlord or reach a written agreement with Landlord on some other amount of rent to be paid, or the Lease shall expire at the Term or Renewal Term, whichever is applicable.

The lease terms during any such renewal term shall be the same as those contained in this Lease.

LATE PAYMENTS. For any payment that is not paid within 10 days after its due date, Tenants shall pay a late fee of \$35.00.

POSSESSION. Tenants shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenants shall remove its goods and effects and peaceably and yield up the Premises to Landlord in as good a condition as when delivered to Tenants, ordinary wear and tear excepted.

USE OF PREMISES. Tenants may use the Premises only for Restaurant Business. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenants shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

PROPERTY INSURANCE. Landlord and Tenants shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenants shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenants shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenants is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenants shall maintain liability insurance on the Premises with a \$1,000,000 of coverage per occurrence and a total aggregate coverage in the amount of \$2,000,000.00. Landlord shall be named as an additional insured in such policy. Tenants shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

MAINTENANCE.

Landlord's obligations for maintenance shall be:

The Landlord agrees to keep in good order, condition, and repair the roof, foundations and structural portions of the Premises, except for any damage thereto caused by any act or negligence of Tenants, its employees, agents, licensees or contractors. Landlord also agrees to keep in good order the parking lot, driveways, and sidewalks, including snow and ice removal.

Tenants' obligations for maintenance shall be:

The Tenants agrees that from and after the date of possession of the Premises is delivered to Tenants, and continuously thereafter until the end of the Term hereof, it will keep neat and clean and maintain in good order, condition and repair, the Premises and every part thereof, including, without limitation, the store front and the exterior and interior portions of all doors, windows, plate glass and showcases surrounding the Premises, all plumbing and sewage facilities within the Premises, fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted), and all wiring, telephone wiring, electrical systems, interior building appliances, water and gas pipes, HVAC systems and equipment serving exclusively the use of the Premises.

UTILITIES AND SERVICES. Tenants shall be responsible for water and sewer bills, electric bills, heating bills, and gas bills. Tenants shall be responsible for arranging for disposal of their garbage and shall be responsible for all costs associated with garbage removal.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be shall be paid by Landlord. Tenants shall be liable for taxes on all property and/or equipment used in their business.

DEFAULTS. Tenants shall be in default of this Lease if Tenants fails to fulfill any lease obligation or term by which Tenants is bound. Subject to any governing provisions of law to the contrary, if Tenants fails to cure any financial obligation within 10 days (or any other obligation within 30 days) after written notice of such default is provided by Landlord to Tenants, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenants' financial obligations under this Lease. Tenants shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenants' defaults. All sums of money or charges required to be paid by Tenants under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

Landlord shall be in default of this Lease if Landlord fails to fulfill any lease obligation or term by which Landlord is bound. Subject to any governing provisions of law to the contrary, if Landlord fails to cure any default after written notice of such default is provided by Tenants to Landlord, Tenants may elect to cure any default and the cost of such action shall be deducted from Tenants' financial obligations under this Lease. Landlord shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Tenants by reason of Landlord's defaults.

HOLDOVER. If Tenants maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenants shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenants shall have the obligation to conduct any construction or remodeling (at Tenants' expense) that may be required to use the Premises as specified above. Tenants may also construct such fixtures on the Premises (at Tenants' expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenants shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenants shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenants agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may

suffer or incur in connection with Tenants' possession, use or misuse of the Premises, except if caused by Landlord's act, omission or negligence.

FORCE MAJEURE Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Lease for failure or delay in fulfilling or performing any obligation under this Lease when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God, including, but not limited to the Covid-19 pandemic, provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

NOTICE. Notices under this Lease shall not be deemed valid unless, in writing, and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Jin Guo
Jin & Ya Company, LLC
74 Lake Avenue
Leicester, MA 01524

TENANTS:

Wang De Fu Corp.
Yan Xiu Wang
1205 Main Street, Unit 4
Leicester, MA 01524

Such addresses may be changed from time to time by any party by providing notice, in writing, as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

LANDLORD ASSIGNMENT. Landlord will have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease. Any such sale, transfer or assignment will operate to release Landlord from any and all liability under this Lease arising after the date of such sale, assignment or transfer, so long as successor landlord assumes the conditions and/or obligations of Landlord hereunder.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

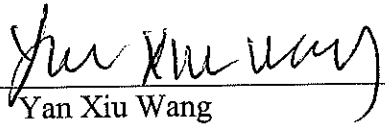
BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assign.

ADDITIONAL PROVISIONS.

The Lessee agrees that upon the request of the lessor or the holder of the Lessor's interests, Lessee will subordinate this Lease to any mortgage now or hereafter placed against the land and buildings of which the demised premises are a part with the same force and effect as if the said mortgage were executed, delivered and recorded prior to the execution and delivery of this Lease, provided, however, that Lessor shall deliver to Lessee an agreement by the mortgagee not to disturb Lessee's possession after foreclosure if the lessee is not in default under the provisions of this Lease. The Lessee further agrees to recognize said mortgagee as Lessor hereunder for the remainder of the term. The Lessee agrees that it will, upon the request of the Lessor, execute, acknowledge any and all instruments which the lessor may, from time to time, desire to effect such subordination, hereby constituting the Lessor irrevocably as the attorney in fact of the Lessee to execute, acknowledge, and deliver such instrument in the event of failure or refusal on the part of the Lessee to do so.

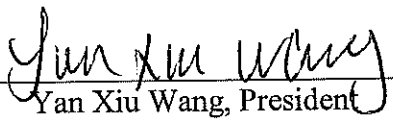
TENANTS:

Yan Xiu Wang

By: 
Yan Xiu Wang

Date: 12/01/2021


Wang De Fu Corp.

By: 
Yan Xiu Wang, President

Date: 12/01/2021

LANDLORD:

Jin & Ya Company, LLC

By: 
Jin Guo, Manager

Date: 12/1/21

NUMBER
CV18-22

THE COMMONWEALTH OF MASSACHUSETTS

FEE
\$35.00

TOWN of LEICESTER



COMMON VICTUALLER'S LICENSE

**Wang De Fu Corp.
DBA Cheoy Lee's III
1205 Main Street, Leicester, MA 01524**

In accordance with the provisions of Chapter 140 of the General Laws with amendments thereto,
**Cheoy Lee's III, Manager Yan Xiu Wang is hereby granted a common victualler's license at
1205 Main Street, Leicester, MA 01524.**

Approved: 1/3/2022

Kristen Forsberg, Assistant Town Administrator
Select Board

THIS LICENSE EXPIRES DECEMBER 31, 2022

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES



TOWN OF LEICESTER

Office of Development & Inspectional Services

Leicester Town Hall, 3 Washburn Square, Leicester, MA 01524

www.leicesterma.org

508-859-8559 (Economic Development) / 508-892-7007 (Planning, Conservation, ZBA)

Board of Health
Building/Code Enforcement
Conservation Commission
Planning Board
Moose Hill Water Commission
Zoning Board of Appeals

New Business Application

Applicant Name: Yan Xiu Wang

Business Name: Cheoy Lee, III

Business Address: 1205 Main St

Property Parcel ID: _____

Property Zoning District: _____

Email Address: yanxiu.wang.angela@gmail.com

Phone Number: 646.505.7749

Are you the owner of the property that your business is located on? If not, please attach a letter from the building owner granting you permission to operate. no - leasing

Are you planning any work to the building? If so, please list the work being done.

no

Please briefly (2-3 sentences) describe the type of business you are seeking a license for.

transfer of ownership - no changes

Are you planning on serving food and/or alcohol with this business? yes

How many parking spaces are located on the property? _____

Note: Property parcel IDs can be found online at
<http://leicester.patriotproperties.com/default.asp?br=exp&vr=6>

Property zoning districts can be found online at
https://www.leicesterma.org/sites/g/files/vyhlif781f/uploads/m151_zoning_and_overlay_map_2016.pdf

PERMIT/LICENSE FORM FOR NEW BUSINESSES TOWN OF LEICESTER

Date Issued 10/26/21

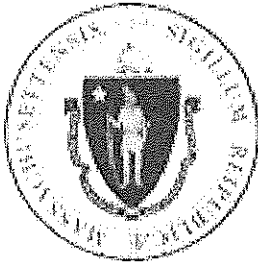
Date Submitted _____

Business Name	<u>chevy lee III</u>	Applicant Name	<u>Yao Xiu Wang</u>
Type of Business	<u>Chinese Restaurant</u>	Applicant Address	
Manager	<u>Yao Xiu Wang</u>	Applicant Phone	<u>6046-505-7749</u>
Business Address	<u>1805 Main St</u>	Are you a US Citizen?	Yes or No
Business Phone		Are you a permanent resident?	Yes or No

	Permit Type	Issued By	Approval Date	Permit Type	Issued By	Approval Date
Zoning (Town Hall, 1st Fl.)				Fire Dept (must call)		
508-892-7003				508-892-7022		
Kelly Conroy				Mike Wilson: Fire Insp. Leave message		
notes:				notes:		
Planning (Town Hall, 1st Fl.)				Code (Town Hall, 1st Fl.)		
508-892-7019				508-892-7003		
Brooke Hultgren				Kelly Conroy		
notes:				notes:		
Conservation (Town Hall, 1st Fl.)				Gas/Plumbing (Town Hall, 1st Fl.)		
508-892-7007				508-892-7003		
Brooke Hultgren				Kelly Conroy		
notes:				notes:		
Assessor (Town Hall, 2nd Fl.)				Electrical (Town Hall, 1st Fl.)		
508-892-7001				508-892-7003		
Kathy Asquith				Kelly Conroy		
notes:				notes:		
Tax Collector (Town Hall 2nd Fl.)				Health (Town Hall, 1st Fl.)		
508-892-7004				508-892-7008		
Melanie Jackson				Amy McInerney		
notes:				notes:		
Police Dept (90 S. Main St.)				Town Clerk (Town Hall, 2nd Fl.)		
508-892-7010 x2005				508-892-7011 (SECOND TO LAST)		
Sheila Gaffney				Deborah Davis		
notes:				notes:		

The purpose of this form is to assist the applicant in obtaining departmental sign-offs required to open a new business. Please note that the Town Clerk and Board of Selectmen will not sign off until all other signatures have been obtained. Should you need assistance contact the Town Administrator's office at 508-892-7000.

Select Board (Town Hall, 2nd Fl.)			
508-892-7000 (LAST)			
Kristen Forsberg			
notes:			



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 960 CMR 1.13.16)

Identification Number: (number will be assigned)

ARTICLE I

The exact name of the corporation is:

WANG DE FU CORP**ARTICLE II**

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	1,000	\$0.00	1,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

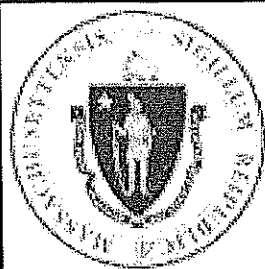
If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02, 950 CMR 113.16)

Identification Number: *(number will be assigned)***ARTICLE I**

The exact name of the corporation is:

WANG DE FU CORP**ARTICLE II**

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding
		Num of Shares	Total Par Value	
CNP	\$0.00000	1,000	\$0.00	1,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

Filer's Contact Information*(Enter a contact name, mailing address, and email and/or phone number.)*Contact Name: YAN XIU WANG

Business Name:

No. and Street: 1205 Main StCity or Town: LeicesterState: MAZip: 01524Country: USAContact Phone: (646) 505-7749 ext:Contact Email: CHLOE@ASCEND1040.COM**Please provide an email address to receive an expedited response from the Corporations Division.****If the filing is rejected for any reason, you will be contacted. If no email address is provided, correspondence from the Division will be sent by mail.**

Signed this 14 Day of October, 2021 at 12:33:46 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

YAN XIU WANG

Corporations Division

Payment Confirmation

Date: 10/14/2021

Confirmation date/time:	10/14/2021 12:35:44 PM
Confirmation number:	166670750
Invoice number:	02000130132650575967452
Payment ID number:	8138792
Transaction ID number:	13265057
Transaction category:	Domestic Profit Corporation
Transaction type:	Articles of Organization
Entity name:	WANG DE FU CORP

Filing fee:	\$250.00
Expedited service fee:	\$15.00
Total fee:	\$265.00

Your payment has been successfully processed. Your filing has been submitted and will be reviewed by the Corporations Division. If your submission is rejected for any reason, we will contact you immediately.

Note that for security reasons your payment credit card and/or bank information is processed at a secure website. The Secretary of the Commonwealth does not retain any payment information.

E-check transactions require final approval from your bank. Such approval may take 7 to 10 business days. If the payment is returned, you will be billed for the transaction at that time.

If you have any questions about your request, contact our office:

- phone: 617-727-9640
- email: corpinfo@sec.state.ma.us



The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017

www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: Wang DE Fu Corp
Address: 1205 Main St, Leicester
City/State/Zip: Leicester, MA 01524 Phone #: 508-892-8441

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 5 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☒ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Coonan Insurance Agency
Insurer's Address: 267 Main St,
City/State/Zip: Oxford, MA 01540
Policy # or Self-ins. Lic. #: 08 WEC AN9B28-001 Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature] Date: 10/27/2021
Phone #: 646-505-7749

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ Phone #: _____

Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An *employer* is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that **"every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required."** Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street
Boston, MA 02114-2017

Tel. # 617-727-4900 ext. 7406 or 1-877-MASSAFE
Fax # 617-727-7749
www.mass.gov/dia

GENERAL LAWS OF MASSACHUSETTS

PART I. ADMINISTRATION OF THE GOVERNMENT

TITLE . TAXATION

CHAPTER 62C. ADMINISTRATIVE PROVISIONS RELATIVE TO STATE TAXATION

Chapter 62C: Section 49A Certification of compliance with tax laws as prerequisite to obtaining license or governmental contract

Section 49A. (a) Any person applying to any department, board, commission, division, authority, district or other agency of the commonwealth or any subdivision of the commonwealth, including a city, town or district, for a right or license to conduct a profession, trade or business, or for the renewal of such right or license, shall certify upon such application, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. Such right or license shall not be issued or renewed unless such certification is made.

(b) No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(c) Any such agency, which has been notified by the commissioner pursuant to section forty-seven A that a person who holds a license or certificate of authority issued by such agency or who has agreed to furnish goods, services or real estate space to such agency has neglected or refused to file any returns or to pay any tax required under this chapter and that such person has not filed in good faith a pending application for abatement of such tax or a pending petition before the appellate tax board contesting such tax or has been penalized pursuant to section 9 of chapter 62E for failure to comply with the provisions under said chapter 62E relating to reporting of employees and contractors, or has been penalized pursuant to paragraph (3) of subsection (f) of section 12 of chapter 119A for failure to comply with the provisions under said chapter 119A relating to withholding and remitting child support, shall refuse to reissue, renew or extend such license, certificate of authority, contract or agreement until the agency receives a certificate issued by the commissioner that the person is in good standing with respect to any and all returns due and taxes payable to the commissioner as of the date of issuance of said certificate, including all returns and taxes referenced in the initial notification or, if the licensee has been penalized for failure to comply with the provisions relating to reporting of employees and contractors under chapter 62E or withholding and remitting child support under chapter 119A, a certificate issued by the commissioner that the licensee is in compliance with said provisions.

(d) Any person who owns or leases a motor vehicle or trailer that is required to be registered in the commonwealth under chapter 90 and improperly registers the motor vehicle or trailer in another state or misrepresents the place of garaging of the motor vehicle or trailer in another city or town, shall be considered in violation of laws of the commonwealth relating to taxes under chapter 60A, chapter 64H or chapter 64I. The right, license or contract provided for in subsections (a) and (b) shall not be issued or renewed until the person or business entity has paid all taxes due at the time of application for such right, license or contract.

(e) Any person who, for the purpose of evading payment of a tax pursuant to chapters 59 to 64J, inclusive, willfully makes and subscribes any return, form, statement or other document pursuant to subsection (a), (b) or (d) that contains or is verified by a written declaration that is made under the penalties of perjury, and that contains information that he does not believe to be true and correct as to every matter material to his compliance with all laws of the commonwealth relating to taxes, shall be subject to section 73.

Return to:

[Next Section **](#)** **[Previous Section **](#)** **[Chapter Table of Contents **](#)** **[Legislative Home Page](#)**

TOWN OF LEICESTER
TOWN HALL
3 WASHBURN SQUARE
LEICESTER MA 01524

I HEREBY CERTIFY THAT, UNDER THE PENALTIES OF PERJURY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, I HAVE FILED AND PAID ALL STATE AND LOCAL TAXES AS REQUIRED BY LAW.

[Signature]
Signature of individual, or corporate name

Corporate officer (if applicable)

87-2098873
Federal Identification Number (FIN)

Social Security Number (voluntary)

(Licenses and/or contracts will not be issued unless this Certification Clause is signed by the parties.)

Your FIN and/or SSN will be furnished to the Massachusetts Department of Revenue and the Leicester Tax Collector to determine whether you have met tax filing or tax payment obligations.

Licensees who fail to correct any non-filing or delinquency may be subject to contract or license suspension, revocation, or denial.

This request is made under the authority of MGL Chapter 62C, §49A.

Date of this notice: 10-14-2021

Employer Identification Number:
87-3098873

Form: SS-4

Number of this notice: CP 575 A

WANG DE FU CORP
1205 MAIN ST
LEICESTER, MA 01524

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-3098873. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

04/15/2022

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is WANG. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/21

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Coonan Insurance Agency, Inc. 267 Main Street Oxford, MA 01540		CONTACT NAME: PHONE (A/C, No, Ext): 508-987-7122 FAX (A/C, No): 508-987-7152 E-MAIL ADDRESS: Tom@coonaninsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Hartford	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			08SBAAN9B36	11/01/21	11/01/22	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 5,000,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	08WECAW9B28	11/01/21	11/01/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
			E.L. EACH ACCIDENT \$ 100,000				
			E.L. DISEASE - EA EMPLOYEE \$ 100,000				
			E.L. DISEASE - POLICY LIMIT \$ 500,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Town of Leicester	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



1-3-21
Agenda
1. b.
After approval
Name SB
Sign License

1-3-21 Agenda
1. b. @ 6:05p

Town of Leicester SPECIAL APPLICATION GENERAL LICENSES

Applicant Information

Applicant Name Carolina De Segura Applicant Phone 508-494-2140
Applicant Email SantillanC42@yahoo.com

Business Information

Type of Business Mexican Restaurant
Business Name Las cocinas Mexicanas
Corporation Name (if applicable) Las Cocinas Mexicanas
Business Address 1673 Main St Leicester MA, 01524
Mailing Address (if different) _____
Business Phone 508-892-5059 Business Email SantillanC42@yahoo.com

PAID

CK NO 2712
DATE 12-28-21 \$ 35.00

License(s) Renewing (check all that apply)

- | | |
|---|--|
| <input checked="" type="checkbox"/> Common Victualler (\$35) | <input type="checkbox"/> Games (\$35 per game) # _____ |
| <input type="checkbox"/> General Entertainment (\$50) | <input type="checkbox"/> Junk Dealer (\$40) |
| <input type="checkbox"/> Sunday Entertainment (\$125 Town; \$100 State separate check
made out to Commonwealth of Mass) | <input type="checkbox"/> Theatre (\$200) |
| <input type="checkbox"/> Outdoor Business (\$35; including Xmas tree sales) | <input type="checkbox"/> Auctioneer (\$50) |
| <input type="checkbox"/> Temporary Business (\$100/3 days; \$25/per extra day) | <input type="checkbox"/> BYOB (\$15) |

I certify, under the penalties of perjury, that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Your social security/FIN number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing and/or tax payment obligations in accordance with MGL Chapter 62C, Section 49A. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation.

Carolina De Segura
Name of Applicant

Carolina De Segura
Signature of Applicant

82-1793172
Social Security or FIN

of Corporate Officer (if applicable)

NOTE TO SB:
IF Approved
Please give
Carolina her
License. TH.



OFFICE OF THE TOWN CLERK
TOWN OF LEICESTER

3 WASHBURN SQUARE • LEICESTER, MASSACHUSETTS 01524-1333
TELEPHONE: (508) 892-7011 • FAX: (508) 892-7070
www.leicesterma.org

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

SUSAN M. ZUSCAK
ASSISTANT TOWN CLERK
E-mail: zuscaks@leicesterma.org

BUSINESS CERTIFICATE

December 28, 2021

In conformity with the provisions of Chapter one hundred and ten, Section five of General Laws, as amended, the undersigned hereby declare(s) that a business under the title of

Las Cocinas Mexicanas

Is conducted at 1673 Main Street, Leicester, Massachusetts,

Full Name

Residence

Carolina De Segura

6C Interfaith Terrace, Framingham, MA 01702

Signed

Carolina De Segura

THE COMMONWEALTH OF MASSACHUSETTS

WORCESTER SS

December 28, 2021

Personally appeared before me the above named

Carolina De Segura

and made oath that the foregoing statement is true.

Deborah K Davis
Town Clerk

December 28, 2025

Certificate expires four years from date of issue

Non-Renewal General Licenses 2021

Families Together: CV

~~called on 12-7-21 @1028am E* reminder at~~
~~daniel@famielstogetherllc.com~~ @1041

****Second reminder sent on 12/22/21**

Wings & Company: CV

Reminder sent on 12-7-21

****Second reminder sent on 12/22/21**

Mi Cocina Mexicana: CV

~~Reminder sent on 12-7-21~~ (1-3-22 Agenda 1b.)

****Second reminder sent on 12/22/21**

Mi Cocina Mexicana changed their name to:
Las Cocinas Mexicanas on 12/28/21

EcoATM:

~~Reminder sent on 12-7-21~~

****Second reminder sent on 12/22/21**



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

January 3, 2022

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

The following is a report on the general activities of the Town Administrator through December 29, 2021.

Becker College

- The transfer of the college property to the Town is effective 12/29/21. The funds for the purchased have been transferred, and the campus is now part of Town inventory. DG
- Becker Working Groups have been organized, and the Board has been given appointee's contact information. DG
- Had two productive meetings with a local semi-professional sports team who are interested in potentially buying or leasing parts of the Becker property. DG
- Opening an account with local locksmith/assistance from Joe Fontaine. DG/JD

Leicester Housing Authority Fire

- Please see excerpt from an email sent by DHCD regarding the clean up from the fire at the Leicester Housing Authority: DG
DHCD staff, particularly Construction Advisor Tom Mulvey, have been working very closely with Leicester HA, the insurance adjuster, contractor, and town staff to move the work along, including replacing damaged trusses and repairing & re-activating the fire alarm system, as quickly as possible. Structural work has been mostly completed and approved by the engineer, and per the adjuster and Construction Advisor the electrician has the permit in hand. Based on this, with alarm repair pricing expected today we still believe we are on track to have the site ready to reoccupy by the third week of January.
Based on this timeline, and Ms. Hagglund's frequent discussions with tenants who prepare to remain in their community, we have kept most residents at La Quinta rather than relocating them to other Housing Authority's vacant units across Central MA. However, we have not yet released those units to lease up to applicants. We were hoping to do so very shortly, once the timeline was secure.

Vaccine Clinics

- In light of the worsening pandemic, we are planning additional clinics at Becker. Details to come. DG

Grants

- CARES act – Received approval for final drawdown of CARES act funding. The Town did manage to spend its full allotment of CARES Act funding, which totaled \$1,004,583. DG

Projects

- Nothing to report

Economic Development

- Continued to work with Eastern Pearl to get their special permit extended while they continue to work out their ongoing grease trap issue with Leicester Water Supply. DG

Citizen issues

- Began processing PRR for School oil spill expenditures. DG
- Banning parking in a certain lot (business not disclosed) on Main Street with hand-written signs. Resident called dispatch to find out if it's feasible to have daily parking signage in this lot. JD

Meetings

- Met with Town Hall Staff regarding Covid-19 concerns. DG
- RECC with Leicester Officials. DG

Financial/Budgetary

- Beginning to assemble the budget document for the FY 2023 budget. As there appears to be little change regarding the Town's financial position, I expect that this budget will track similarly to previous fiscal years. Likely to show more needs than funding being available, but without significant reductions. Christmas week will be spent in redoing the large budget spreadsheets and getting them to departments, with a late January due date. DG
- Sent out the Capital Improvement Plan to Department Heads, with a January 18th return date. DG

Daily Operations

- Stamping, coding, and submitting invoices for over 75 accounts; prepared payroll for the department JD
- Select Board meeting prep and follow up KF, JD
- Meeting minutes KF, Executive Session Minutes, JD
- Prepared weekly read file JD KF
- Licensing – Continuation from 12/20/21. Sent out all completed license packets. JD
- Payroll processing. JD
- Invoice preparation submission. JD

Department Assistance

- Nothing to report

Human Resources

- Completed hiring policy and Compensation plan for Board meeting. DG
- Completed amended contract for Health Director. DG
- Onboarding with Principal Assessor. KF, JD

Training

- MCPPO Supplies and Services Contracting, 3 Weeks into Training. JD

**Note: Janine provides administrative support for all activities in the office*

***Note: Kristen was on vacation from 12/13-12/16 out of office from 12/20-1/3/22*



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

From time to time vacancies/resignations occur on various town boards and committees. Should you be interested in volunteering to serve the Town in any capacity, please complete this form. Information received will be made available to boards, committees, and departments for their reference in filling vacancies.

NAME Ryan C Winslow HOME TEL. _____

ADDRESS: _____ WORK TEL. _____

EMAIL ADDRESS: _____

Are you a citizen? ☒ Yes ☐ No Are you a registered voter? ☒ Yes ☐ No

- | | |
|--|--|
| <input checked="" type="checkbox"/> Advisory/Finance Committee | <input checked="" type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Agricultural Commission | <input checked="" type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Arts Council | <input checked="" type="checkbox"/> Memorial Day Committee |
| <input type="checkbox"/> Bandstand Committee | <input checked="" type="checkbox"/> Parks and Recreation Committee |
| <input type="checkbox"/> Burncoat Park Planning Committee | <input type="checkbox"/> Recycling Committee |
| <input checked="" type="checkbox"/> Bylaw Committee | <input checked="" type="checkbox"/> Road Conversion Committee |
| <input checked="" type="checkbox"/> Capital Improvement Planning Comm. | <input checked="" type="checkbox"/> Stormwater Committee |
| <input type="checkbox"/> Commission on Disabilities | <input checked="" type="checkbox"/> Zoning Board of Appeals |
| <input checked="" type="checkbox"/> Conservation Commission | <input checked="" type="checkbox"/> Other <u>Veterans advocate</u> |

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☒ Four ☐ Two ☐ One ☐ Less than one

Are you available for evening meetings?

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?

☒ Yes ☐ No

If not, when are you **NOT** available?

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: _____

Bachelors in Business, MA Real Estate license, MA Construction Supervisor,

MA hoisting Engineer, MA Notary public, MA home improvement contractor.

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

Town of Leicester: Are you currently or have you ever been employed by the Town? ☐ Yes ☒ No

If yes, state position(s) and date(s): _____

Other Experience: Start with present or last job (include title) and military service assignments.
Exclude organizations' names which indicate race, religion, sex, or national origin.

MA Real Estate licensee; owner Winslow Homes LLC.

US ARMY RETIRED 2009 Disabled veteran

US army 2004-2009

COMMENTS: Please tell us why you are interested in serving on the committees noted and any additional comments you may have: _____

To engage in community service and duty to help my fellow neighbors.

Sometimes there is a short-term need for special background skills.

Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.


I possess the following training or experience:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Architecture | <input type="checkbox"/> Communications | <input type="checkbox"/> Computer Technology |
| <input checked="" type="checkbox"/> Construction | <input checked="" type="checkbox"/> Economics | <input type="checkbox"/> Education |
| <input type="checkbox"/> Engineering, Civil | <input type="checkbox"/> Engineering, Electronic | <input type="checkbox"/> Engineering, Mechanical |
| <input checked="" type="checkbox"/> Financial Administration | <input type="checkbox"/> Fine Arts | <input type="checkbox"/> Government Contracts |
| <input type="checkbox"/> Health Care | <input type="checkbox"/> Historic Activities | <input type="checkbox"/> Human Services |
| <input type="checkbox"/> Insurance | <input checked="" type="checkbox"/> Land Use Planning | <input type="checkbox"/> Grant Writing |
| <input type="checkbox"/> Law | <input checked="" type="checkbox"/> Management | <input checked="" type="checkbox"/> Personnel Administration |
| <input checked="" type="checkbox"/> Property Appraisal | <input checked="" type="checkbox"/> Public Relations | <input checked="" type="checkbox"/> Real Estate |
| <input type="checkbox"/> Science | <input type="checkbox"/> Statistics | <input type="checkbox"/> Survey Research |
| <input type="checkbox"/> Systems Analysis | <input type="checkbox"/> Transportation | |

Other Skills & Interests: _____

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
_____	_____	_____
_____	_____	_____
_____	_____	_____

 Key: cb5a1d93b8d05a9db6e2b633b76e20ca	10/17/2021
Signature of Applicant	Date

Thank you for your interest in serving the Town of Leicester



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

January 3, 2022

To: Select Board
From: David Genereux, Town Administrator

RE: Campus Security Recommendation

As the former Becker campus is transferred over to the Town, we need to start putting services in place that were formerly covered by the college. The most basic need is for campus security. There are currently two individuals providing that service to the College, and their services ended with the transfer. Both individuals were long standing Becker employees, and are quite familiar with the campus. I recommend that the Board vote to retain their services, under the conditions as outlined below:

Joe Fontaine: Mr. Fontaine works at the campus an average of twenty hours per week. He is willing to work for the Town for the rate of \$24.02, which is Level III, Step 3 on the Classification and Compensation plan. He would be an hourly employee, turning in time sheets for payment for that same average twenty hours per week. He has indicated that opening and closing the buildings for certain events would be unbilled.

Gregory Gamond: Mr. Gamond currently resides in the caretaker's apartment of the Hampshire dormitory. He does nightly patrols and building checks in exchange for free living quarters. Mr. Gamond is willing to continue his duties for as long as needed, as a tenant-at-will. He is offering to pay \$300.00 per month for apartment, plus the continued monitoring duties of the campus that he has been doing.

I believe that these two appointments will keep experienced security personnel in place on the campus, at an overall cost that is reasonable, and it is my recommendation that the Board approves these hires.

Please contact me with any questions.

EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF LEICESTER
AND

FRANCIS L. DAGLE

HEALTH DIRECTOR (AMENDED)

2020-2023

This AGREEMENT dated January 3, 2022, amends, and supersedes the AGREEMENT made on the 5th of October 2020 between the Town of Leicester, a duly authorized municipal corporation in Massachusetts in the County of Worcester, acting by and through its Select Board (hereinafter the “Town”) in accordance with Massachusetts General Laws Chapter 41, §108N and Section 4 of Chapter three of the Town’s General Bylaws and Francis Dagle (hereinafter the “Health Director”).

WITNESSETH:

WHEREAS the Town desires to employ the services of said Francis Dagle as Health Director of the Town of Leicester.

WHEREAS, while Mr. Dagle was hired under the title of “Health Agent” but has the title of Health Director of the Leicester Regional Public Coalition (LRPHC), a regional collaborative of six towns funded by multiple multi-year grants from the Department of Public Health. This amended agreement hereby changes the title of the position from “Health Agent” to “Health Director”.

WHEREAS, the Board, in accordance with Section 4 of Chapter 3 of the Town’s General By-laws, may contract with the Health Director for such services.

WHEREAS it is the desire of the Board to contract for the salary and benefits of said Health Director.

WHEREAS it is the desire of the Board to retain the services of the Health Director.

WHEREAS, the Board has determined that the Health Director shall be regularly scheduled to work for at least 38 hours per week, in accordance with Town Hall business hours; and

WHEREAS Francis Dagle agrees to employment as Health Director of the Town.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **DUTIES:**

- a) The Health Director shall be responsible to and work under the direction of the Town, through the Town Administrator, under applicable Massachusetts General Laws, and the Town's By-laws and rules and regulations. The Health Director's duties shall include but not be limited to those duties and responsibilities described in the position description.

2. **TERM:**

- (a) The term of this Agreement begins on October 5, 2020 and shall terminate on June 30, 2023.
- (b) For purposes of this Agreement, "year" shall mean a complete 52-week fiscal year beginning July 1 and ending June 30. Any benefits or compensation earned or accrued on a yearly or annual basis shall be prorated in accordance with the portion of the fiscal year that the Health Director is employed by the Town.
- (c) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town to terminate the services of the Health Director at any time, subject only to the provisions set forth in Section 11 of this Agreement.
- (d) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Health Director to resign at any time from his position with the Town, subject only to the provisions set forth in Section 11 of this Agreement.

3. **SALARY:**

- (a) The salary of the Health Director is currently be consistent with Level IV, Step 3 of the FY 2022 Classification and Compensation Plan, which is \$65,383.80.
- (b) The Town obtained a three-year grant to form the Leicester Regional Public Health Coalition (LPHRC) in May of 2021, which currently has five member towns. The Health Director is receiving a \$20,000 stipend to serve as Health Director for the LPHRC. This stipend is payable by the grant, and not the general fund.
- (c) The role of the LPHRC expanded in November of 2021, when the Town received an additional three-year grant to offer social work and epidemiology services. This grant

has expanded the duties of the Heath Director, in his role as the Health Director of the LRPHC. The Director shall see his stipend increased from \$20,000 to \$30,000 per year effective January 3, 2022. This additional payment shall be made through grant funding

- (d) If at any time, the grant funding is removed, whether it be the original funding for public health services, or the additional funding for social work and epidemiology services, the stipend of \$20,000 and \$10,000 respectively, shall also be removed.
- (e) However, when all funding is removed, or the grants expire, the Town agrees the Health Director's new salary shall be set at the Level IV, Step 4 of the original FY 2022 Class and Compensation Plan, or its equivalent amount under any new, expanded schedule, as amended by any cost-of-living amounts added to the schedule annually.
- (f) This agreement may be amended, via vote of the Select Board, should additional grant funding be obtained, which furth expands the work requirements of the Health Director, in his role as Health Director for the LRPHC. Any additional stipend shall be paid by grant funding.
- (g) The salary will be payable in installments at the same time as other employees of the Town are paid.
- (h) Annually, based upon a satisfactory performance appraisal, and the availability of funding, the Town Administrator shall recommend to the Select Board a cost-of-living adjustment (COLA) of up to 3.0% on the salary for the Health Director.
- (i) The Health Director shall also have the ability to move up incremental steps on the Town's Classification and Compensation Plan, upon recommendation of the Town Administrator via vote of the Select Board.

4. **PERFORMANCE EVALUATION:**

- (a) Annually, the Town Administrator, under the direction of the Select Board, and the Health Director shall define such goals and objectives for the Health Director for the proper operation of the Department and for the attainment of the Select Board's policy objectives and shall further establish a relative priority among those various goals and objectives. The goals and objectives shall be reduced to writing and incorporated into an annual performance review tool developed by the Town Administrator. The goals shall generally be attainable within the time limits specified and within the appropriations provided in the annual operating and capital budgets. The goals and objectives may be

amended from time to time by the Town Administrator with proper notice to the Health Director.

- (b) At least thirty (30) days prior to the beginning of each fiscal year of this agreement, the Town Administrator shall conduct an annual performance review, which shall be based upon the accomplishment of duties and responsibilities defined in the position description, and goals and specific criteria pursuant to this section.
- (c) The Health Director and Town Administrator shall meet at least quarterly during the fiscal year to discuss his activities undertaken in connection with addressing the agreed goals and performance objectives.

5. **BENEFITS:**

- a) Except as hereinafter provided or modified, all provisions of the Town's personnel policies and procedures and all general benefits provided to Town of Leicester employees under the General By-laws, under the Town Meeting action, or by state law, as they now exist or may hereafter be amended or changed, shall apply to the Health Director.
- b) All requests for vacation leave, sick leave, personal leave, and compensatory time shall be made to the Town Administrator.

6. **VACATION LEAVE:**

- a) The Health Director shall accrue vacation leave at a rate of four (4) weeks (20 working days) per year.
- b) The Health Director shall, with the prior written approval of the Town Administrator, be permitted to carry over ten (10) days of vacation from year to year.

7. **SICK LEAVE:**

- a) The Health Director shall be allowed to retain up to one hundred fifty (150) days of sick leave.
- b) Upon retirement, the Health Director shall be entitled to receive payment of up to thirty (30) days of accrued sick leave.

8. **HOURS OF WORK/JOB PERFORMANCE:**

- a) The Health Director agrees to provide at least 38 hours of work on a weekly basis.
- b) During all hours of his employment the Health Director will devote his best efforts to his duties and shall perform his duties in a competent and professional manner.
- c) The Health Director shall maintain hours during normal business days and hours.
- d) Additionally, the Health Director recognizes that his position is an FMLA-exempt position and shall work and supervise department staff for the duration of all weather-related events, as well as any other events during off hours requiring his attention, at no additional salary.

9. **PROFESSIONAL DEVELOPMENT:**

- a) The Health Director shall be given opportunities to develop his skills and abilities. Accordingly, the Health Director shall be allowed and/or required to attend courses, seminars and meetings which are approved in advance by the Town Administrator without loss of vacation or other leave. The Town may, in its discretion, pay for the cost of such programs.
- b) If the Town requires the Health Director to attend any course, seminar or meeting, the Town shall pay for the cost of such programs and for travel and subsistence expenses, incurred by the Health Director in attending such programs.

10. **GENERAL EXPENSES:**

- a) The Health Director shall be reimbursed for any reasonable and necessary expenses incurred in the performance of his official duties.
- b) Should the Health Director use his personal vehicle during the performance of his official duties, the Town shall pay the Health Director for any use of his personal vehicle in the course of his duties a mileage allowance in such sum as is paid to all Town of Leicester employees.
- c) In addition to this mileage allowance, the Health Director shall be reimbursed for toll and parking expenses incurred by him in the course of his duties.

11. **TERMINATION:** This Agreement may be terminated or amended by either party as provided below:

- a) **By mutual written agreement** - Signed by the Select Board and the Health Director, upon such terms and conditions as may be acceptable to both parties at the time of termination.

or

- b) **By majority vote of the Select Board** - The Town may terminate this Agreement and remove the Health Director for cause by vote of a majority of the members of the Board after written notice and hearing. Such hearing shall be closed, unless either the Board or the Health Director request that such hearing be open to the public. In the event of such removal for cause, the Town shall have no obligation to pay any severance sum.

- c) In the event the Town wishes to terminate this Agreement without cause:

The Town shall give the Health Director not less than three (3) months' prior written notice of termination of the Agreement and shall provide severance pay equal to three (3) months' salary to the Health Director. Said sum to be paid as a lump sum at the time of termination.

By the Health Director upon forty-five (45) days' written notice to the Town Administrator and Town Clerk. Until the effective date of termination under such circumstances, the Health Director shall continue to perform his duties and shall, if requested, cooperate with the Board in a search for a successor.

12. **PROBATIONARY PERIOD:**

It is understood and agreed that the ninety days of employment shall constitute a probationary period during which period the Employer may, in its absolute discretion, terminate the Health Director's employment, for any reason without notice or cause.

13. **NOTICES:**

- a) Notices pursuant to this Agreement shall be given by first-class mail, postage prepaid, addressed as follows:

TOWN:

HEALTH DIRECTOR:

unless either party hereafter informs the other party in writing of a change of address.

- b) Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as the postage mark of such written notice as sent by first-class mail.

14. **GENERAL PROVISIONS:**

- a) Completeness of Agreement. This Agreement contains all the terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, will be deemed to exist or to bind either of the parties to the Agreement. No representative of any party to the Agreement had or has any authority to make any representation or promise not contained in the Agreement, and each of the parties to the Agreement acknowledges that such party has not executed the Agreement in reliance upon any such representation or promise. This agreement cannot be modified except by a written instrument signed by both parties.
- b) Severability. If any portion or provision of this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of the Agreement will be deemed severable, will not be affected, and will remain in full force and effect.
- c) Interpretation of Agreement. The Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

Employee Status. For purposes of the Fair Labor Standards Act, the Health Director shall be deemed an exempt employee

THIS EMPLOYMENT AGREEMENT with the HEALTH DIRECTOR is executed as a sealed instrument.

HEALTH DIRECTOR

THE TOWN OF LEICESTER
Acting by and through its
SELECT BOARD

Francis Dagle
Health Director

Rick Antanavica
Chair

John Shocik
1st Vice Chair

Herb Duggan, Jr.
2nd Vice Chair

Allen Philipps
Member

Dianna Provencher
Member

RECOMMENDED BY:

David A. Genereux, Town Administrator

Date: _____



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

January 3, 2022

To: Select Board
From: David Genereux, Town Administrator

RE: Proposed Recruitment Policy:

Please see the proposed recruitment policy, as requested by the Select Board, at their December 20th Board meeting:

RECRUITMENT POLICY

I. POLICY: Equal Employment Opportunity Policy

It is the policy of the Town of Leicester to foster, maintain, and promote equal employment opportunity. The Town shall select employees on the basis of the applicant's qualifications for the job and award them with respect to compensation and opportunity for training and advancement, including upgrading and promotion, without regard to age, sex, race, color, religion, national origin, disability, political affiliation, marital status, veteran status, or genetic information. Applicants with physical disabilities shall be given equal consideration with other applicants for positions in which their disabilities do not represent an unreasonable barrier to satisfactory performance of essential duties with or without reasonable accommodation.

II. PURPOSE

It is a violation of Town policy to retaliate in any way against an employee who assists, participates in, or supports this policy, or anyone making a bona-fide complaint under this policy or who participates or assists in any EEOC, OSHA, or other internal or external processes protected by law.

III. PROVISIONS

The Town Administrator and all personnel responsible for recruitment and employment will continue to review regularly the implementation of this Recruitment Policy and relevant practices to assure that equal employment opportunity based on reasonable job-related requirements is being actively observed to the end that no employee or applicant for employment shall suffer discrimination because of age, sex, race, color, religion, disability, national origin, political affiliation, marital status, or genetic information. Notices with regard to equal employment matters shall be posted in conspicuous places on Town premises in places where notices are customarily posted.

IV. RECRUITMENT, SELECTION AND APPOINTMENT

- 1.) **Recruitment Sources** - When position vacancies occur, the Town Administrator shall publicize these opportunities for employment, including applicable salary information and employment qualifications. Notice of vacancies shall be posted on the Town website in order that qualified employees and other interested candidates may apply for vacant positions. Individuals shall be recruited from a geographic area as wide as necessary to ensure that well-qualified applicants are obtained for Town service. Equally qualified internal applicants may be given first priority for the position. In rare situations, because of emergency conditions, high turnover, etc., the Town may hire or promote without advertising positions pursuant to the approval of the Select Board.

- 2.) **Job Advertisements** - When a vacancy occurs and the Department Head and the Town Administrator believe that current employees are or may be qualified for the position(s), the job(s) will be posted internally. In the event that there are no qualified employees for the position, jobs will be advertised in local newspapers, professional publications and/or websites, and other relevant publications in order to establish a diverse and qualified applicant pool. Employment advertisements shall contain assurances of equal employment opportunity and shall comply with Federal and State statutes.
- 3.) **Application for Employment** - All persons expressing interest in employment with the Town shall be given the opportunity to file an application for employment or resume for positions which are vacant. Applications and/or resumes will be received by the Town Administrator who will pre-screen applications for minimum qualifications.
- 4.) **Recruitment file** – All paperwork associated with a particular recruitment shall be kept on file for a period of two years.
- 5.) **Selection** – The Town Administrator, with the assistance of department heads, shall make such investigations and conduct such examinations as necessary to assess accurately the knowledge, skills, experience, and qualifications required for the position, including criminal history. All selection devices administered by the Town shall be valid measures of job performance.
- 6.) **Interview Panels** – Interview panels will differ based on the position needing to be filled. The following panel framework shall apply:
 - Interview panels will be comprised of three to five individuals, as determined by the Town Administrator
 - Panels that interview administrative positions shall include the Department Head
 - In the case of department head appointments that work with elected boards (Assessors, Planning, etc.) a board member will be invited to participate in the interview process
 - Interview panels for Town Department Heads shall include Department Heads in related functions. Administrative staff shall not be included on interview panels
 - Panels interviewing applicants for positions that require specialized knowledge, inclusive of both department heads and department staff (Police, Fire, EMS, Highway), shall include knowledgeable departments heads from other town departments, and/or departments from other towns.
 - In the case that the interview panel does not reach a clear consensus, the Select Board shall be apprised of the candidates interviewed by the panel, and the panel's determination. The Select Board will then decide on actions to be taken, up to and including an appointment.
- 7.) **Background Investigations** - Before any commitment is made to an applicant, the Town will conduct reference checks regarding the employee's qualifications and work performance. In addition, physical examinations, drug screening and criminal background investigations, and driver's license check, may be performed. Convictions of a crime is not automatically disqualifying. The Town will consider the severity of the crime, degree to which the crime is related to the job for which the applicant is being considered, and length of time since the conviction to determine the degree to which there is a business necessity for choosing not to hire the applicant. The Town shall rescind any offer of employment to any applicant who refuses to (1) take a drug screen or physical exam, (2) has a positive drug screen, urinalysis, or blood test and/or (3) if the physical exam indicates that the candidate is unable to perform the essential functions of the position, and/or (4) unacceptable driver's license check and/or criminal history check results.
- 8.) **Appointment** - Before any commitment is made to an applicant either internal or external, the Town Administrator shall make recommendations to the Select Board with a recommendation of the position to be filled, the salary to be paid, and if applicable, the employment contract to be offered. The Select Board shall approve or disapprove appointments and the starting salary for all applicants.



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

January 3, 2022

To: Select Board
From: David Genereux, Town Administrator
RE: Expansion of the Classification and Compensation plan

Attached is the proposed new FY 2022 Classification and Compensation plan. This was a request by the Board to soften the financial blow of increases that the original five step program that was established by a consultant placed upon the annual operating budget. Moving an employee from one step to another could result in increases from four to over ten thousand dollars annually, which resulted in either employees receiving only COLA's or detrimental effects on moral between those who received step increases and those who did not.

The new schedule eliminates the original minimums for each of the five levels, (as we have never been able to hire someone at those rates) and establishes the old Minimum +1 as the minimum step. The five level, five step system is expanded to thirteen steps, while retaining the five levels. The new Benchmark level (which is recognized as the "average" municipal employee when it comes to knowledge, experience, and skill within their department's operations is now Step 7 on the schedule, instead of Step 3.

The new schedule gives employees the ability to grow financially, without placing a heavy burden on the Town for large increases. However, as there is so much room for growth, and most employees would be slotted on Levels 1, 4, or 7 of this schedule, care must be taken to temper the frequency that step increases are given, as there is little room for increases beyond COLA's in the general fund budget. However, the new schedule does offer the possibility, which is an improvement over the original one.

Please contact me with any questions.

Proposed Expanded Compensation Plan Rates - FY 2022

FY2022

	Minimum	2	3	FY 2022 Minimum +1	5	6	FY 2022 BenchMark	8	9	FY 2022 Benchmark +1	11	12	FY 2022 Maximum
Level I	15.90	16.47	17.04	18.17	18.62	19.08	19.98	20.44	20.89	21.80	22.30	22.79	23.78
Level II	18.19	18.70	19.21	20.22	20.93	21.64	23.05	23.76	24.47	25.88	26.68	27.47	29.06
Level III	21.61	22.21	22.82	24.02	24.86	25.70	27.38	28.22	29.06	30.73	31.67	32.61	34.49
Level IV	29.78	30.61	31.44	33.09	34.25	35.41	37.72	38.88	40.03	42.34	43.64	44.93	47.53
Level V	32.06	32.95	33.84	35.61	36.86	38.11	40.60	41.85	43.10	45.59	46.74	47.89	50.20
Level I Annual	31,418.40	32,539.78	33,661.16	35,903.92	36,798.06	37,692.20	39,480.48	40,379.56	41,278.64	43,076.80	44,054.92	45,033.04	46,989.28
Level II Annual	35,943.44	36,946.26	37,949.08	39,954.72	41,352.74	42,750.76	45,546.80	46,944.82	48,342.84	51,138.88	52,711.40	54,283.92	57,428.96
Level III Annual	42,701.36	43,891.90	45,082.44	47,463.52	49,123.36	50,783.20	54,102.88	55,757.78	57,412.68	60,722.48	62,582.11	64,441.73	68,160.98
Level IV Annual	58,845.28	60,480.42	62,115.56	65,385.84	67,673.06	69,960.28	74,534.72	76,817.00	79,099.28	83,663.84	86,226.05	88,788.25	93,912.66
Level V Annual	63,350.56	65,104.26	66,857.96	70,365.36	72,830.42	75,295.48	80,225.60	82,690.66	85,155.72	90,085.84	92,362.24	94,638.64	99,191.45

For this revision, the previous Minimum step has been eliminated and all existing ranges have been moved back - i.e. previous Step 2 is now the Minimum. Eight new steps have added, which allows for more incremental increases to be offered.

28

Pay Ranges

Min to Step 3 - Reserved for interns or employees with no relevant work experience

Min+1 to Step 6 - Reserved for applicants with some applicable work experience

Benchmark to Step 9 - Reserved for employees who are fully knowledgeable of their positions; i.e. the "average" municipal employee

Benchmark +1 to Step 12 - Reserved for employees who have a combination of knowledge, experience and positive supervisory reviews

Maximum - Top rate in each level; designed for longer term employees who have demonstrated superior knowledge, ability, and service to the community.

Pay Levels

Level I - Non-office entry level positions - Custodians, Drivers, etc.

Level II - Department Assistants

Level III - Assistant Department Heads

Level IV - Department Heads

Level V - Department Heads that supervise multiple functions (Highway, DIS, Health)

Annual Salary calculations are estimates only and are based on a 38 hour work week

Proposed Expanded Compensation Plan Rates - FY 2022

ACCEPTANCE OF QUITCLAIM DEED

Acceptance of the foregoing Quitclaim Deed is hereby acknowledged by the Select Board of the Town of Leicester effective as of December 29, 2021, pursuant to authority granted by vote under Article 3 of the 2021 Special Town Meeting held on September 14, 2021.

In witness whereof, we, the duly elected and qualified Select Board of the Town of Leicester, have hereunto set our hands this 3rd day of January 2022.

Rick Antanavica, Chair

John Shocik, Vice Chair

Herb Duggan, Jr., Second Vice Chair

Dianna Provencher

Allen R. Phillips, Sr.

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

January 3, 2022

Then personally appeared before me the above-named Rick Antanavica, John Shocik, Herb Duggan, Jr., Dianna Provencher, and Allen R. Phillips, Sr., being all/a majority of the Select Board of the Town of Leicester, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged the same to be their free act and deed before me.

Notary Public

My commission expires _____

APPROVED AS TO LEGAL FORM:

Christopher J. Petrini
Leicester Town Counsel

**SELECT BOARD MEETING MINUTES
DECEMBER 20, 2021 AT 5:00PM
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

CALL TO ORDER/OPENING

Chair Antanavica called the meeting to order at 5:02pm. Chair Rick Antanavica, Vice-Chair John Shocik, Second Vice-Chair Herb Duggan Jr., Selectman Dianna Provencher, Selectman Allen Phillips, Town Administrator David Genereux and Assistant Town Administrator Kristen Forsberg were in attendance.

1. EXECUTIVE SESSION

- a. **To discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual pursuant to G.L. c. 30A, §21(a)(1)**
- b. **To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel (Regional Health Director/Regional Health Coordinator) pursuant to G.L. c. 30A, §21(a)(2)**
- c. **To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body, to comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements, pursuant to G.L. c. 30A, §21(a)(3) and (7) and Suffolk Construction v. DCAMM, 449 Mass. 444 (2007) – Prestige Auto.**
- d. **Discussion regarding the consideration of purchase, exchange, lease or value of real property (Becker College) pursuant to MGL Chapter 30A, Section 21(a)(6), and (7) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007)**

Motion 122021-1: A motion was made by Mr. Phillips and seconded by Mr. Shocik to enter into executive session at 5:02pm to discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual pursuant to G.L. c. 30A, §21(a)(1); to conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel (Regional Health Director/Regional Health Coordinator) pursuant to G.L. c. 30A, §21(a)(2); to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body, to comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements, pursuant to G.L. c. 30A and §21(a)(3) and (7) and Suffolk Construction v. DCAMM, 449 Mass. 444 (2007) – Prestige Auto; and for a discussion regarding the consideration of purchase, exchange, lease or value of real property (Becker College) pursuant to MGL Chapter 30A, Section 21(a)(6), and (7) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007). The Board will reconvene in open session at the conclusion of executive session. The Chair declared that to discuss these matters in open session would compromise the position of the Town. Roll call: 5:0:0.

2. SCHEDULED ITEMS

- a. **6:00pm – Vote to Sign Bond Anticipation Notes for Purchase of Becker College**

Motion 122021-2a1: A motion was made by Mr. Phillips and seconded by Ms. Provencher to sign the bond anticipation notes in accordance with the motion read by Chair Antanavica as included in the agenda packet.

Motion carries 5:0:0.

Mr. Genereux stated that the borrowing came in at a rate of two tenths of 1% with a \$160,000 premium. Standard and Poor assigned the highest rating possible for notes which is SP1+.

Motion 122021-2a2: A motion was made by Ms. Provencher and seconded by Mr. Phillips to authorize the Chair to sign an amendment to the Becker purchase and sale agreement reducing the purchase price by \$47,418 to reflect a credit for the replacement of water meters that Becker College agreed to pay for. **Motion carries 5:0:0.**

b. **6:05pm – Hillcrest Country Club lease renewal – Hilltop Management, LLC**

Motion 122021-2b: A motion was made by Mr. Shocik and seconded by Ms. Provencher to renew the lease for Hillcrest Country Club with Hilltop Management LLC for one year with no change in terms. Under discussion, it was clarified that lease payments are only suspended if the golf course and/or restaurant are required to close due to local or state regulations. **Motion carries 5:0:0.**

c. **6:10pm - Prestige Auto Vehicle License Violation Hearing (continued from 12/06/21)**

Chief Dupuis presented photos of the cleanup at Prestige Auto, noting that he is very pleased with the progress that has been made on site since November 21st. Cars have been reorganized and are now parked in 9'x18' spaces with 2' in front and behind each space, allowing for the fire department to move between cars in case of a fire. The site has been substantially cleared of junk and debris. The Chief asked that grindings be put down where weeds currently are to allow for line painting, a fire lane be added on either side of the showroom, access to the upstairs apartment be created, no parking be allowed at the front of the 8' wide entrance, no blocking the garage doors on either side, storing parts in trailers or Conex containers instead of vehicles and creating full access to the doors at the ends of the trailers/Conex boxes. The Chief recommended that the license be reduced to 100 cars for sale and 35 cars for repair for a total of 135 cars on site. An attorney representing Prestige Auto disagreed with the reduction in the number of cars allowed under the license, noting his client is creating an additional area that can hold 64 cars. The Board voted at their December 6th meeting to temporarily limit the number of saleable cars on the lot at Prestige Auto to 100 and the amount of repair vehicles on the lot to 35 for a maximum of 135 cars on the lot. Prestige Auto can return before the Board once all issues are resolved to ask that their full license be restored.

d. **6:45pm – Collins Center proposal discussion; LPS/former Becker campus integration**

Sarah Concannon, Director of Municipal Services at the Collins Center, presented a proposal that has been vetted through the School Committee to prepare a study of the reuse of Becker for school purposes. Ms. Concannon stated that the proposal takes a quantitative and qualitative approach to assessing the best options for school committee to consider by looking at school conditions, cost data associated with operating facilities, updating the school enrollment study to project space needs, grade configurations, and assessing community values and priorities through virtual sessions, public forums and surveys. The study will include walkthroughs of all school facilities, not just the proposed Becker buildings, and will tie in with data from the Becker working groups. The Select Board expressed concern about the timeline for the proposal, stressing the importance of moving as quickly as possible. Ms. Concannon noted that it would not be possible to shorten the timeline significantly, but the goal would be to have the school committee prepared to make any necessary modifications/reconfigurations in the FY22-23 school year. Dr. Tencza noted that MSBA recommended the school department contact the Collins Center for assistance with this process, adding that this is not a way of trying to get around the Becker working groups. The school is looking to see if they can obtain grant funding for this proposal.

Motion 122021-2d: A motion was made by Mr. Phillips and seconded by Mr. Duggan to support the \$29,000 Collins Center proposal, working in conjunction with the Select Board and School Committee, to be funded via any available grant funds first then the additional funds secured for the reuse of Becker. **Motion carries 5:0:0.**

3. PUBLIC COMMENT PERIOD

Doug Belanger asked that the Board consider authorizing more evening time at the Becker gym for other activities such as volleyball or pickleball. Jan Parke asked when the Becker committee assignments would be made. Dylan Lambert discussed the cost of the public records requests he submitted to the School Department and stated he disagreed with some of the answers to questions provided by the schools to the select board.

4. REPORTS & ANNOUNCEMENTS

a. Student Liaison Reports

The Student Liaisons provided updates from the Leicester Public Schools.

b. Report of the Town Administrator's Office

The Town Administrator presented highlights from the Office's written report.

c. Select Board Reports

The Select Board discussed various topics including recognizing the Girls Scouts for giving ice melt shakers to the senior center, the monthly breakfast at the senior center, Merry Christmas and Happy New Year, the Christmas House Decorating Contest, fixed billboard down on Main Street, inspecting chimneys, smoke and CO detectors, the Santa run, Fire Station #2 looks great, great job to highway department on treating the roads, obstacles that the police department face, best wishes to Officer John Caforio on his retirement after three decades of service, the upcoming Becker project, and taking care of the seniors displaced from the Leicester Housing Authority fire.

5. RESIGNATIONS & APPOINTMENTS

a. Appointments - Becker Working Groups

Swan Library Working Group

- Allen Phillips (SB)
- John Shocik (SB)
- Wayne LeBlanc

Veterinary Clinic Reuse Working Group

- Allen Phillips (SB)
- Ken Antanavica
- Erin Arsenault (Student Liaison)
- Joe Fontaine
- Paul Messier (Advisory Committee)
- Suzanne Sears
- Jan Parke

Athletic Recreation Working Group

- Allen Phillips (SB)
- Doug Belanger
- Nate Hagglund (School Committee)
- Stuart Loosemore
- Jess Margadonna (Parks & Rec)
- Linda Monahan
- Scott Weikel

Motion 122021-5a1: A motion was made by Mr. Shocik and seconded by Ms. Provencher to accept the appointments to the working groups as listed above. **Motion carries 5:0:0**

Building Condition Working Group

- Herb Duggan Jr. (SB)
- Dan Ayala (School Facilities Director)
- Rocky Hyland
- Bob Mercer
- Joseph Richardson
- William Robert
- Michael Silva (Town Building Commissioner)

Motion 122021-5a2: A motion was made by Mr. Phillips and seconded by Ms. Provencher to accept the appointments to the Building Condition Working Group as listed above. **Motion carries 5:0:0**

Zoning Reuse Working Group

- John Shocik (SB)
- Alaa Abusalah (Ad-Hoc, Town Planner)
- Jim Buckley (ZBA)
- Jason Grimshaw (Planning Board)
- Wayne Leblanc
- Sharon Nist

Motion 122021-5a3: A motion was made by Mr. Phillips and seconded by Mr. Duggan to accept the appointments to the Zoning Reuse Working Group as listed above. **Motion carries 5:0:0**

Becker Reuse Working Group

- Dianna Provencher (SB)
- Ken Antanavica
- Peter Cusolito
- Joely Fontaine (Student Liaison)
- Rich Jenkins (EDC)
- Donna McCance (School Committee)
- Dennis McGrail (Advisory Committee)

Motion 122021-5a4: A motion was made by Mr. Phillips and seconded by Mr. Shocik to accept the appointments to the Becker Reuse Working Group as listed above. **Motion carries 5:0:0**

Becker Finance Working Group

- Dianna Provencher (SB)
- Jonathan Boisjolie (School Committee)
- Jeffrey Fisher
- John Hopkins
- Francis Joyce
- David Mero (Advisory Committee)
- Phil Robo

Motion 122021-5a5: A motion was made by Mr. Phillips and seconded by Mr. Shocik to accept the appointments to the Becker Finance Working Group as listed above. **Motion carries 5:0:0**

Becker Inventory Working Group

- Peter Cusolito
- Dorothy Dudley
- Hilarie Haley
- David Mero
- Linda Monahan
- Sharon Nist
- Pam Parent
- Mychelle Phillips
- Jane Robo
- Phil Robo
- Denise Weikel
- Mack Whalen
- Peter Zimmerman

Motion 122021-5a6: A motion was made by Mr. Shocik and seconded by Ms. Provencher to accept the appointments to the Becker Inventory Working Group as listed above. **Motion carries 5:0:0**

Becker Education Working Group

- Rick Antanavica (SB)
- Tom Lauder (School Committee)
- Amanda Barker
- Linda Colby
- Tammy Tebo

Motion 122021-5a7: A motion was made by Mr. Phillips and seconded by Ms. Provencher to accept the appointments to the Becker Education Working Group. **Motion carries 5:0:0**

6. OTHER BUSINESS

a. **2022 License Renewals**

1. **Dippin' Donuts/Coffee Shop 1181 Main St: Common Victualler (CV)**
2. **Prestige Auto Service 200 South Main St: ABR, Class II & MVR**
3. **G & L Auto Sales 449 Main St: Class II**
4. **Breezy Bend RV Center Inc. 418 Pine Street: MV**
5. **Deja New Leicester, Inc. 100 South Main St: Junk Dealer**
6. **M & N Gas 200 Main St: Class I & MVR**

Motion 122021-6a: A motion was made by Mr. Shocik and seconded by Ms. Provencher to approve the 2022 license renewals as listed above with a six-month letter of condition temporarily reducing the number of cars for Prestige Auto to 100 cars for sale and 35 cars for repair. **Motion carries 5:0:0**

b. **Accept Senior Center Donation – Camosse Family Foundation - \$2,000**

Motion 122021-6b: A motion was made by Ms. Provencher and seconded by Mr. Shocik to accept the \$2,000 donation from the Camosse Family Foundation to the Senior Center. **Motion carries 5:0:0**

c. **Request for temporary use of Becker Gym for High School basketball/track events (LHS)**

Superintendent Dr. Marilyn Tencza discussed an issue that occurred last week with the sprinkler system at the high school which has required the gym to temporarily close after school. Dr. Tencza asked if the Becker Gym could be used for games only over school vacation until the system can be repaired. Fire Chief Mike Dupuis stated that the problem is with the pump itself due to stones put in the exterior pipe. As a result, after school athletic games and practices in the gym have had to be cancelled until it can be repaired.

Motion 122021-5c1: A motion was made by Mr. Phillips and seconded by Mr. Duggan to authorize the School Department to use the Becker Gym on December 30th for games. **Motion carries 5:0:0**

Representatives from the Leicester Basketball League requested use of the Becker Gym or Town Hall Gym for practice time. The Board voted to shut down the campus in November because the Town does not yet know the operating costs or logistics of running athletics on the campus at this time.

Motion 122021-5c2: A motion was made by Mr. Shocik and seconded by Mr. Antanavica to deny the request by the Leicester Basketball League to use the Becker Gym for practices. Under discussion, the Board expressed concerns about the costs involved in opening the building and waiting until the working groups set fee schedules and determine how athletics will work on the campus. The use of the Town Hall Gym was discussed subject to the evening meeting schedule since the gym can't be used due to noise while meetings are taking place. No vote was taken.

7. MINUTES

a. **December 6, 2021**

Motion 122021-7a: A motion was made by Ms. Provencher and seconded by Mr. Duggan to approve the minutes of December 6, 2021. **Motion carries 5:0:0**

Motion 122021-8: A motion to adjourn was made by Mr. Duggan and seconded by Mr. Shocik at 8:51pm. **Motion carries 5:0:0.**