TOWN OF CHESHIRE

80 CHURCH STREET | CHESHIRE, MASSACHUSETTS 01225
PHONE (413) 743-1690 | FAX (413) 743-0389

WWW.CHESHIRE-MA.GOV

OFFICE OF THE BOARD OF SELECTMEN

Meeting Minutes – July 16, 2021

Pursuant to a notice duly filed with the Town Clerk, a meeting of the Board of Selectmen was held in person at 191 Church St (Cheshire Elementary School) on Friday July 16, 2021, at 6:30 PM.

Members Present:	Michelle Francesconi, Chair
	Jason Levesque, Clerk
	Raymond Killeen
Members Absent:	Mark Biagini
	Shawn McGrath
Others Present:	Jennifer Morse, Town Administrator; Sandra Sloane; Richard Francesconi, Rebecca Herzog; Peter O'Brien; Ron Lancia.

M. Francesconi opened the meeting at 6:30 pm.

Ms. Francesconi acknowledged the members of the Board present and Town Administrator Jennifer Morse.

1. Appointment

a. **Temporary Caretaker/Custodian- Mark Walker**- *A motion was made by J. Levesque and seconded by R. Killeen to appoint Mark Walker as Temporary Caretaker/Custodian*
Roll Call Vote - J. Levesque – Yes; R. Killeen – Yes; M. Francesconi – Yes – motion carried.

b. **Interim Building Commissioner - Brian Duval** - *A motion was made by Levesque and seconded by M. Francesconi to appoint Brian Duval as Interim Building Commissioner/Zoning Enforcement Officer and ADA Compliance Officer.*
Roll Call Vote - J. Levesque – Yes; R. Killeen – Yes; M. Francesconi – Yes – motion carried.

2. New Business

a. Cemetery Commission – Shed Roof Project: Discussion with Cemetery Commissioners Richard Francesconi and Sandra Sloane regarding the Shed Roof Project. The deposit for the project was removed from the Cemetery budget line item to Town Building Repairs for Fiscal Year 2021 leaving the Cemetery Commission with a carry forward total of $1,871.68 for the sign. It was agreed that a member of the Board of Selectmen will join the Cemetery Commission to discuss the funding for the remainder of the project which is set to get underway this Saturday July 17, 2021. M. Francesconi noted that the electric bills have been coming from the Cemetery expense line and should have been coming from the Town Building account, this has been corrected moving forward.

b. **Citizen Advisory Committee – CDBG Program:** M. Francesconi noted that the Berkshire Regional Planning Commission is dealing with a complainant who may file an official grievance complaint and the Citizen Advisory Committee would need to meet to discuss. Former members of the board included Mark Biagini, Carole Hilderbrand and Michelle Francesconi. M. Francesconi can no longer serve as the Chair of the Board of Selectmen is the final step in the grievance policy. R. Killeen suggested a notice on the town website soliciting volunteers.

c. **Emergency Communication Services Agreement -** *A motion was made by M. Francesconi and seconded by J. Levesque to sign the agreement as presented.*
Roll Call Vote - J. Levesque – Yes; R. Killeen – Yes; M. Francesconi – Yes – motion carried.

3. Old Business

a. **Building Commissioner, Local Building Inspector, Plumbing/Gas Inspector Job Descriptions and Posting**
Building Commissioner/Zoning Enforcement Officer/ADA Compliance Officer - The job description was reviewed and revised by removing the supervision role, also that the office hours section can be to be written as to be determined. *A motion was made by M. Francesconi and seconded by J. Levesque to accept the job description with edits.*
Roll Call Vote - J. Levesque – Yes; R. Killeen – Yes; M. Francesconi – Yes – motion carried.

Local Building Inspector - The job description was reviewed. *A motion was made by J. Levesque and seconded by R. Killeen to approve the job description as presented.*
Roll Call Vote - J. Levesque – Yes; R. Killeen – Yes; M. Francesconi – Yes – motion carried.

Plumbing and Gas Inspector - The job description was reviewed and revised by removing the supervision role. *A motion was made by M. Francesconi and seconded by J. Levesque to approve the job description with edits.*
Roll Call Vote - J. Levesque – Yes; R. Killeen – Yes; M. Francesconi – Yes – motion carried.

b. **Discussion re: Animal Control Officer and Harbormaster Positions**
Harbormaster - The job description was reviewed, and changes made to the name of the Lake. R. Killeen would like to see information regarding the fueling, docking and maintenance of the boat in the details. There was discussion on including permits, training, and dam control in the job description. J. Morse will forward the draft job description to the Police Chief for input and will also work with the Police Chief on an Animal Control Officer job description.

c. **Review and potential decision on PILOT agreement with Borrego Solar – East Harbor Rd**
The draft was reviewed with proposed changes to Section 3 regarding inventory and time of inspection, Changes also made to section 14A and 14C changes "rolling 365 day period" to the duration of the agreement.

d. **NETRA Race**
M. Francesconi noted that the race will take place this weekend at Martin Farm on Jenks Road. J. Levesque suggested that the Planning Board look at the bylaws to possibly limit the amount of such races per season and noise levels stating that the current bylaws do not address concerns for such events. R. Killeen noted that he was bothered that no one notified the town and there was discussion on adopting a special event permit application for such events.

e. IT Project Update

Morse shared that a list of Microsoft Office Suite Users and emails has been created and this part of the project will begin the first week in August. M. Francesconi noted that Cares Act Funding is paying for this stage of the project and discussed town officials using official town email addresses for archiving purposes.

4. Public Comment Period

a. Brent Field spoke regarding the resignation of the building inspector stating that he worked well with the inspector that he was fair and respectful. Mr. Field further stated that he was a good inspector and wanted to go on record stating such. R. Killeen noted that he had wanted to speak with the former inspector as planned during the last meeting in executive session, but he had resigned. M. Francesconi thanked Mr. Field for his comments noting that the board had just approved job descriptions that make the duties clear. Mr. David Field added that the residents are concerned, and that the former inspector was always very helpful. Mr. Brent Field noted that he was joined by four other local contractors who all shared the same sentiments and on Tuesday July 13, 2021, more than eight local contractors had attended to show support for the former inspector.

b. Peter O'Brien asked for an update on the clearing being done on Shadowland Rd noting that no other work has been done recently. J. Morse will forward the information including the Zoning Board decision to the new Zoning Enforcement Officer.

c. Sandra Sloane inquired about the cement pad at the Community Center to be used for pickle ball among other uses. M. Francesconi shared that the money would not be able to be moved forward since the Town did not obtain a written quote, she further expressed that she was frustrated on many levels one being that the money could have been used for other projects including bleacher placement. J. Levesque spoke about the Town implementing an Open Space and Recreation Plan which would open the town up to more grant funding. There was discussion if the Community Center is the best location and about using one of the courts at the school and a reminder will need to go to the Youth Center that townspeople have priority of use of the grounds.

5. Announcements from Board Members

a. R. Killeen will bring to the next board meeting for discussion changing the start time of meetings to 7 p.m.

b. J. Levesque would like to update the marijuana host agreement policy to take place after a special permit has been approved which will benefit the town regarding the minimum contribution by the business. Also noted is that the bylaws online are not complete which has been brought to the attention of the Town Clerk and Town Counsel.

c. R. Killeen noted that the parking signs at the boat launch are not deterring parking. There was discussion about reaching out to DCR to see if a foot bridge would allow access from the weigh station. M. Francesconi said that she had just taken a complaint prior to the meeting and that the entire area needs a complete reconfiguration.

6. Adjournment - A motion was made by M. Francesconi and seconded by J. Levesque to adjourn the meeting at 7:33 p.m.

Roll Call Vote – All members yes – motion carried.

Respectfully Submitted,
Jennifer Morse
Town Administrator
July 19, 2021

Document List

1. Agenda – July 16, 2021
2. Emergency Communications Agreement
3. Building Commissioner/Zoning Enforcement/ADA Compliance Officer Job Description
4. Local Building Inspector Job Description
5. Plumbing and Gas Inspector Job Description
6. Harbormaster Job Description
7. PILOT agreement documentation
8. IT Update Schedule
9. TA Update for week of 7/5/21-7/9/21.
10. Current Town Facilities Request Form

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OFFICE OF THE BOARD OF SELECTMEN

Meeting Agenda – July 16, 2021

Hybrid Meeting In-person Attendance Permitted
The Green Room at 191 Church Street (former Cheshire Elementary School)
Enter Building at West Ramp Entrance

Guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on the Town's website, at **www.cheshire-ma.gov**.

6:30 p.m. Open Meeting – Introductions - Pledge of Allegiance

1. ***Appointment***
   - ***a.*** Appointment – Temporary Caretaker/Custodian – Mark Walker
   - ***b.*** Appointment - Interim Building Commissioner – Brian Duval
2. ***New Business***
   - ***a.*** Cemetery Commission – Shed Roof Project
   - ***b.*** Citizen Advisory Committee – CDBG Program
   - ***c.*** Emergency Communication Services Agreement
3. ***Old Business***
   - ***a.*** Building Commissioner, Local Building Inspector, Plumbing/Gas Inspector Job Description and posting
   - ***b.*** Discussion regarding Animal Control Officer and Harbormaster Positions
   - ***c.*** Review and potential decision on PILOT agreement with Borrego Solar – E. Harbor Rd.
   - ***d.*** NETRA Race
   - ***e.*** IT Project Update
4. **Town Administrator Update**
5. ***Public Comment Period***
6. ***Announcements from Board members***
7. ***Any other business not reasonably anticipated 48 hours prior to the meeting***
8. ***Adjournment***

Board of Selectmen - 7/13/2021
Tue, Jul 13, 2021 6:30 PM - 9:00 PM (EDT)
Please join my meeting from your computer, tablet or smartphone.
https://global.gotomeeting.com/join/880842565
You can also dial in using your phone.
United States: +1 (872) 240-3212
Access Code: 880-842-565

Submitted by: Jennifer Morse – Town Administrator 7/9/2021 @

POSTED IN ACCORDANCE WITH THE PROVISIONS OF MGL 30A §§18-25

Emergency Communication Services Agreement

The Commonwealth of Massachusetts
Berkshire County Office of the Sheriff
467 Cheshire Road
Pittsfield, Massachusetts 01201
413-443-7220

Thomas Bowler
Sheriff
John J. Quinn, Jr.
Special Sheriff

Brad M. Little
Superintendent
Daniel J. Sheridan
Assistant Superintendent

June 24, 2021

The Agreement for Emergency Communication Services for FY 7/1/2021 to 6/30/22 is enclosed. Please secure signatures of necessary parties within your Town/City and return to our office as soon as possible.

Thank you.

Diane Maynes

Diane Maynes,
Assistant Deputy Superintendent

Agreement for Emergency Communication Services

WHEREAS the town/city of Cheshire desires to utilize the services of the Berkshire County Sheriff's Office Emergency Communications Center and

WHEREAS the Berkshire County Sheriff's Office desires to provide emergency communication services to the town/city of Cheshire,

Now THEREFORE, the parties agree as follows:

The Berkshire County Sheriff's Office (BCSO) Emergency Communications Center also known as Berkshire Sheriff's Control, located at 467 Cheshire Road / Pittsfield, MA 01201, is a regional PSAP (Public Safety Answering Point) for providing Police, Fire and Emergency Medical Services (EMS) emergency and non-emergency communications for participating municipalities throughout and beyond Berkshire County. The Communications Center is operated under the authority of the Berkshire County Sheriff and the State 911 Department. All Communication Center dispatch staff are trained to the standards required by the State 911 Department and are employees of the Berkshire County Sheriff's Office and as such, are subject to the rules and regulations of the Berkshire County Sheriff's Office.

The Berkshire County Sheriff's Office is responsible for the day-to-day operation of the Communications Center and will address any issues related to the Communications Center.

Pursuant to this Agreement, the BCSO agrees to provide Police, Fire and EMS emergency and non-emergency dispatch services for the town/city of Cheshire.

In exchange for said services, the town/city of Cheshire will pay the BCSO an annual fee of $19,911.68.

The term of this Agreement shall be from July 1, 2021 through June 30, 2022.

Berkshire County Sheriff's Office

By:_____

Title: Sheriff of Berkshire County

Date: _____

Town/City of Cheshire

By: _____

Title: _____

Date: _____

Approved as to form:

_____

Town Counsel/City Solicitor

Date: _____

Job Descriptions

TOWN OF CHESHIRE
Building Inspector/Zoning Enforcement Officer

General Purpose:

The purpose of this position is to perform administrative, supervisory, and technical work related to the enforcement and interpretation of the applicable building, electric, gas, plumbing, fire codes, zoning, and town bylaws; performs all other related work as required. The Building Inspector is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control. This is a part time position.

Supervision:

Supervision Scope: Exercises considerable initiative and independent judgment in the planning, administration, and execution of the department's services; incumbent is required to work independently in formulating decisions regarding policies, procedures, operations, and department plans.

Supervision Received: Works under the general direction of the Board of Selectmen. Employee establishes short- and long-range plans and objectives and assumes responsibility for department results. Works according to established department and town policies and procedures, standards, special directives, instructions, and intent.

Supervision Exercised:

Supervises the Wiring Inspector and Plumbing/Gas Inspector.

Essential Functions:

(Essential functions, as defined under the Americans with Disabilities Act, may include the following duties, knowledge, skills, and other characteristics. This list of duties is illustrative only and is not a comprehensive listing of all functions and tasks performed by positions in this class. It does not imply that all positions within the class perform all the duties listed, nor does it necessarily list all possible duties that may be assigned.)

Interprets and enforces the provisions of all State Codes (i.e., building, zoning, electrical, gas and plumbing, etc.) relevant to the Building Department including the mode or manner of construction and the materials to be used in the erection, addition to, alteration, repair, removal, demolition, installation of service equipment and the location, use, occupancy, and maintenance of all building structures, except as may otherwise be provided for by statutory requirements. As the Zoning Enforcement Office enforces the Town's Zoning Bylaws. Enforces the regulations and requirements of special permits and variances issued by the Zoning Board of

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Appeals, the Planning Board, and the Board of Selectmen as dictated by the zoning bylaw and all applicable statutes, rules, and regulations.
Attends meetings of the Zoning Board of Appeals.
Reviews all building and zoning permit applications and their proposed use for compliance with life safety, structural, light, ventilation, and all applicable local and state regulations.
Issues permits and collects fees for all construction, alteration or demolition of buildings and structures including swimming pools, wood, pellet and coal stoves, solar systems, and signs. Notifies Assessor's office of all such permits issued.
Oversees the inspection of new buildings and alterations to buildings under construction and upon completion and observes conditions and issues notices for correction to persons responsible for conformance with the State Building and related codes; Investigates, obtains evidence, and prepares informational reports concerning compliance or violations which have not been corrected.
Responds to life safety and emergency situations involving structural collapse, fire, or weather-related emergencies and prepared to assume the role of incident commander as a member of the emergency management team in those situations, as necessary.
Explains to the public, property owners, developers, contractors, etc., requirements, polices, procedures and ordinances; recommends compliance procedures to contractors, craft workers and owners relative to the mode or manner of construction and materials to be used in construction, reconstruction, alteration, repair, demolition, removal, installation of equipment and the location, use, occupancy and maintenance of all buildings and structures.
In accordance with statutory regulations, prepares and maintains inspection records and prepares reports for use by other Town officials, administrative or judicial authorities.
Attends public meetings as necessary to discuss codes, flood zones, building construction or renovation plan reviews and other related issues.
Inspects residential, commercial, industrial, and other buildings during and after construction to ensure that components such as footings, floor framing, completed framing, chimneys and stairways meet provisions of building, grading, zoning, and safety laws and approved plans, specifications and standards as needed; prepares documents for the appeal of building department decisions or orders and defends its actions before the District or Superior Court.
Prepares and administers the department's operating budget. Maintains records of department operations.
Attends educational seminars to keep abreast of all changes or revisions to the State Building Codes and local zoning bylaws to maintain required certifications and/or licenses.
Works in conjunction with the Fire Chief to ensure the safety of public assembly buildings.
Attends periodic meetings of the Board of Selectmen to keep them informed of problems and issues of concern. Attends the meetings of other Town Boards, when the need arises, (Planning, Health, Conservation, etc.)

On call 24 / 7 for emergencies and disaster situations

Performs similar or related work as required, directed, or as situation dictates.

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Knowledge, Skills, Abilities, and Other Characteristics:

Knowledge: Thorough knowledge of the materials and methods of building construction, land use, the state building code, local zoning Bylaws, electric, gas, sanitary and plumbing codes; working knowledge of the principles and practices of building construction and inspection; knowledge of principles and policies of personnel management techniques and practices; knowledge of the Town's geography. Knowledge of information technology including the use of office software (i.e., word processing and spread sheet applications) as well as GIS in support of department operations.

Abilities: Ability to interpret and enforce in an impartial manner state and local laws such as the State Building Code and local zoning by-laws. Ability to manage multiple tasks in a detailed and effective manner; ability to deal tactfully with disgruntled members of the public; ability to establish effective working relationships with department staff, property owners, designers, contractors, subcontractors and other code enforcement or regulatory agencies. Ability to apply practical, intuitive reasoning to interpret and apply building code regulations in a consistent and impartial manner. Ability to work independently and to complete daily activities according to work schedule. Ability to understand, follow and transmit written and oral instructions. Ability to establish effective working relationships with employees, supervisors, and the public. Ability to meet attendance schedule with dependability and consistency.

Skill: Proficient oral and written communication skills; effective customer service and negotiation skills.

Physical Requirements/Work Location:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

This position splits its duties between an office-based job in a dynamic municipal setting, and off-site field work to conduct inspections, initiate enforcement actions, and the like. Field work is conducted under varying conditions with exposure to some occupational risks and requires local travel. Will be required to work outside of normal business hours to accommodate evening office hours, seasonal fluctuations in construction activities, and off-site appointments; will be required to attend night meetings as needed.

Physical Skills: Work requires some agility and physical strength, such as moving in or about construction sites or over rough terrain or standing or walking most of the work period. Occasionally, work may require lifting, pushing, or pulling department equipment or materials.

Motor Skills: Duties may involve assignments requiring application of hand and eye coordination with finger dexterity and motor coordination. Examples include operating a motor vehicle, using a personal computer, or climbing a ladder.

Visual Skills: Employee is required to constantly read documents and blueprints or construction drawings for general understanding and analytical purposes. Employee must be able to determine color differences.

Qualifications:

Bachelor's degree in a field related to building construction and design, plus two years of related experience, including some supervisory experience OR Associate's degree in field related to

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building construction and design, plus five years of experience related to the supervision of building construction or design OR high school diploma plus six years of experience in a building trade, of which at least five years involves the supervision of building construction or design; or any equivalent combination of education & experience. In addition, such person shall have had a general knowledge of the quality and strength of building materials; a general knowledge of the accepted requirements for building construction, fire prevention, light, ventilation, safe exits and the requirements of M.G.L. Ch. 22 §13A and the rules and regulations promulgated pursuant thereto pertaining to accessible design standards; and a general knowledge of other equipment and materials essential for safety, comfort, and convenience of the occupants of a building or structure.

Special Requirements:

Possession of a Motor Vehicle Class D Operator's License
State Certification as a Building Official (M.G.L. Ch. 143, §3) within 18 months of employment and must maintain this certification thereafter, Massachusetts Construction Supervisor's License required

Non-Discrimination Clause:

No individual shall be denied any rights guaranteed pursuant to local, state and/or federal law based on race, color, religion, national origin, sexual orientation, gender, gender identity, or disability.

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required. This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and/or requirements of the job change.

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TOWN OF CHESHIRE
Plumbing/Gas Inspector

General Purpose:

Under the direction of the Building Commissioner perform varied and detailed inspectional duties to ensure compliance with gas and plumbing standard, laws, and regulations.

Administer and enforce the provisions of the Plumbing and Gasfitter Codes as adopted or amended by the Board of State Examiners of Plumbers and Gasfitters. Inspect installations for all plumbing and gas fitting work for which permits have been issued; review construction, installation, and repair work relative to plumbing and gas trades to ensure compliance; identify non-compliant practices, recommend alternative practices that comply with code; seek to obtain compliance, and issue citations where required.

Assist plumbers and Gasfitters in the field relative to piping designs and layouts, pipe size, etc.; guide plumbers or Gasfitters in interpreting the code and the intent of the law; consult and advise other Town officials as needed or requested.

Advise the Building Commissioner of significant, unresolved plumbing and gas code violations for further action; perform other duties as assigned.

Supervision:

Supervision Received: Works under the general direction of the Building Commissioner and Board of Selectmen. Works according to established department and town policies and procedures, standards, special directives, instructions, and intent.

Supervision Exercised:

None.

Knowledge, Skills, Abilities, and Other Characteristics:
Thorough knowledge of plumbing and gas practices, laws, regulations, and pertinent codes equivalent to a journeyman in plumbing/gas fitting
Ability to interpret and enforce in an impartial manner state and local laws such as the State Code and local zoning by-laws.
Ability to manage multiple tasks in a detailed and effective manner; ability to deal tactfully with disgruntled members of the public; ability to establish effective working relationships with department staff, property owners, designers, contractors, subcontractors and other code enforcement or regulatory agencies.
Ability to apply practical, intuitive reasoning to interpret and apply code regulations in a consistent and impartial manner.
Ability to work independently and to complete daily activities according to work schedule.
Ability to understand, follow and transmit written and oral instructions.
Ability to establish effective working relationships with employees, supervisors, and the public.

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Ability to meet inspection schedule with dependability and consistency.
Proficient oral and written communication skills; strong commitment to excellent customer service; and a desire to meet and serve the community.
Proficiency with a cell phone, tablet, copy machine, fax machine, and electrical testing equipment.

Physical Requirements/Work Location:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Frequent periods spent in non-office environments, including retail and service establishments, private homes, Town property and facilities (internal and external), swimming pools and beaches, roads, etc.
Regular periods spent outside, requiring exposure to weather conditions.
Frequent periods spent standing and walking; occasional requirement to climb or sustain uncomfortable physical positions.
May spend sustained periods at terminal or on telephone.
Occasional exposure to chemical and biological hazards, requiring exercise of proper safety precautions. ·
Light lifting and carrying of work materials, including files, surveying equipment and other testing devices. ·
Subject to regular interruptions to handle emergency situations.
Some travel by private car within Town and to neighboring towns.

Qualifications:
Completion of four-year high school course or vocational, plus three to five years practical experience. General knowledge of State and National electrical codes.

Special Requirements:
Possession of a Motor Vehicle Class D Operator's License
Possession of Certificate A or Certificate B license pursuant to section three of chapter one hundred and forty-one.

Non-Discrimination Clause:
No individual shall be denied any rights guaranteed pursuant to local, state and/or federal law based on race, color, religion, national origin, sexual orientation, gender, gender identity, or disability.

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required. This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and/or requirements of the job change.

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CHESHIRE
MASSACHUSETTS

Harbormaster Job Description

The role of Harbormaster is appointed by the Board of Selectmen and serves a term of two years. For management of day-to-day operations and budgeting, the Harbormaster will fall under the control of the Cheshire Chief of Police. Major duties and responsibilities include the following:

1) Coordinate and monitor the placement of docks, rafts, buoys and aids to navigation on Cheshire Lake.
    a. Assist residents with permitting when needed.
    b. *Pursuant to Section 10A of Chapter 91 statutes and 310 CMR 9.07 of the Waterways Regulation, the placement on a temporary basis of moorings, floats, rafts held by bottom anchor and associated ramps may be authorized by an annual permit from the local Harbormaster. No other Chapter 91 authorization is required for so long as the Harbormaster permit remains valid. This provision only applies to bottom-anchored moorings, floats or rafts. No piles may be placed without proper Chapter 91 authorization from the Department of Environmental Protection's Waterways Regulation Program.*
2) Represent the town to State agencies (i.e. DCR, DEP, etc.) with issues relating to Cheshire Lake.
3) Coordinate town response to all pollution incidents on Cheshire waterways.
4) Collaborate with Cheshire Lake District with respect to issues involving Cheshire Lake.
    a. Weed Control
    b. Algae Blooms
    c. Floodgate controls
5) Respond to all questions/requests regarding lake usage.
6) Collaborate with emergency services when use of the town boat is needed for training or emergency response.
7) Monitor and advise boaters on applicable Massachusetts boating laws. When necessary, coordinate with Massachusetts Environmental Police when escalation is needed.

PILOT Agreement

AGREEMENT FOR PAYMENT IN LIEU OF TAXES UNDER M.G.L. c. 59, § 38H(b)

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES UNDER M.G.L. c. 59, § 38H(b) (this "Agreement") is made and entered into as of _____ , 2021 by and between HARBOR ROAD SOLAR 1, LLC, ("Developer"), Thomas Y. Ayotte and Barbara Ayotte (collectively the "Landowner") and the TOWN OF CHESHIRE, a municipal corporation duly established by law and located in Berkshire County, Commonwealth of Massachusetts (the "Town"). Developer, Landowner and the Town may also be referred to collectively as the "Parties," and individually as a "Party."

WHEREAS, Developer owns and operates a solar photovoltaic facility, having a nameplate capacity of approximately 2.273 MW direct current ("DC"), and 1.980 MW alternating current ("AC"), the facility and any associated infrastructure, buildings and fixtures, as further defined in Section 3, below, the "Project"), [BS1]on approximately 8.898 acres out of a 20.10 acres located on the easterly side of East Harbor Road, Cheshire and further identified as a portion of Assessors Map 227 Parcels 010 & 011, said parcels being more particularly described by a deed recorded in Book 886 Page 6 and Book 1037 Page 151 at the Berkshire North County Registry of Deeds. Legal descriptions of the properties are included in Exhibit A (the "Property");

WHEREAS, Developer is the lessee of the portion of property owned by the Landowner and more particularly shown on Exhibit B (the "Premises"); pursuant to that certain Lease, as amended from time to time notice of which is recorded with the Berkshire North District County Registry of Deeds at Book 1722 Page 513;

WHEREAS, it is the intention of the Parties that Developer make annual payments to the Town for the term of this Agreement in lieu of personal property taxes for the Project in accordance with G.L. c.59, §38H (Acts of 1997 Chapter 164, Section 71(b) as amended), and any and all applicable Massachusetts regulations promulgated pursuant thereto;

WHEREAS, because both Developer and the Town need an accurate projection of their respective expenses and revenues with respect to the personal property that is taxable under law, the Parties believe that it is in their best mutual interests to enter into this Agreement fixing the payments that will be made with respect to all taxable personal property incorporated within the Project for the term of the Agreement;

WHEREAS, except as provided herein, the Parties intend that, during the term of the Agreement, Developer will not be assessed for any additional personal property taxes for the Project, and this Agreement will provide for the exclusive payments in lieu of such taxes during the term hereof; provided, however, that this Agreement does not include and shall not affect any other taxes or fees that may be owed now or in the future by Developer and Landowner, including, but not limited to, real property taxes for the Property (including buildings and land, excluding the Project, and its fixtures and improvements located thereon), and taxes for personal property other than the Project, which taxes, if any, shall continue to be assessed by the Town in accordance with applicable laws and regulations.

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Payment in Lieu of Personal Property Taxes. Developer agrees to make annual payments to the Town in lieu of personal property taxes attributable to the Project for a period of twenty (20) consecutive fiscal years (July 1-June 30) in the amount of $11,000 per MW (DC). Assuming a Project nameplate capacity of 2.273 MW DC and 1.980 MW AC, annual payments shall be as set forth in Exhibit D ("Annual Payments"), subject to adjustment as set forth in Sections 2 and 3 of this Agreement. Each Annual Payment will be paid on

a fiscal year basis in [A2]two (2) equal (or, in the Town's reasonable discretion in order to conform payments to the Board of Assessor's valuation of the Project, slightly unequal) annual installments, each of which shall be due on or before November 1 and May 1 (each, a "Semi-annual Payment" date") of each fiscal year. Each payment amount and due date will be noted on a tax bill to be issued by the Town to the Developer, provided that any failure of the Town to issue such a bill shall not relieve Developer of its obligation to make timely payments hereunder, and provided further that if no bill is issued, Developer shall be in compliance with its payment obligations if it makes all installments by the dates aforesaid.

The first Semi-annual Payment shall be made on the first payment date that immediately follows the "Commercial Operation Date," which is defined as the date the Project receives authorization to interconnect and/or permission to operate from the local electric distribution company (LDC). Thereafter, all semi-annual installment payments shall be due on each successive Semi-annual Payment date during the remaining term of this Agreement. Account reconciliations to reconcile differences between amounts billed by the Town and the PILOT payment schedule (Exhibit D) will be performed by the Assessors' office before the close of the fiscal year pursuant to the requirements of the Massachusetts Department of Revenue and applicable law. Such reconciliations shall be for accounting purposes only, and shall not increase, decrease or otherwise alter the Developer's payment obligations pursuant to this Agreement.

Other than as provided in Sections 2 and 3, Developer agrees that the Annual Payments will not be reduced for any reason (including without limitation on account of a depreciation factor, revaluation or reduction in the Town's tax rate, or legislative action fixing or otherwise setting taxes or payments in lieu thereof for photovoltaic solar facilities), and the Town agrees that the Annual Payments will not be increased (including on account of an inflation factor, revaluation or increase in the Town's tax rate or assessment percentage beyond that anticipated by the Parties). Except with regard to enforcement of this Agreement, Developer hereby waives, during the term of this Agreement, any rights it may have otherwise had in the absence of this Agreement to seek, for any reason and in any forum, an abatement or reduction of taxes assessed for the Project, and therefore, hereby waives any such rights with respect to any payments in lieu of taxes assessed in accordance with the provisions of this Agreement.

The Parties acknowledge and agree that the value of the Property shall be determined by the Town in accordance with its normal assessing practices. The value of the Property underlying the Project shall be separately assessed. Taxes owed by the Landowner are excluded from amounts to be paid pursuant to this agreement. The Developer and Town agree that the Project shall be classified as personal property and valued in accordance with this Agreement. [BS3]

2. Adjustments to Annual Payments. Adjustments to Annual Payments shall be made by agreement by Developer and Town, if at all, only in accordance with this Paragraph 2.

a. To the extent that the capacity of the Project (a) is increased over the initial nameplate rating of 2.273 MW (DC) on the Commercial Operation Date or (b) is increased after the Commercial Operation Date, the remaining payments in lieu of taxes will be increased as described in this Agreement. To the extent that the capacity of the Project is reduced on or after the Commercial Operation Date, the remaining payments in lieu of taxes will be decreased to the extent and as described in in this Agreement. Developer shall notify the Town of the Commercial Operation Date in writing within fourteen (14) days after the Commercial Operation Date has been achieved, and in such notification shall confirm the capacity of the Project, which the Town may verify by visiting the Property or otherwise in accordance with paragraph 4 of this Agreement.

b. Notice of Commercial Operations Date and Changes in Capacity. The Developer shall provide on

or before signing this Agreement written notice with a copy of the local distribution company certificate to the Town certifying the DC capacity and AC capacity of the Project as installed as of that date. Within fourteen (14) days of a change to Project equipment, improvements or other property resulting in a change in either (or both) DC Capacity or AC Capacity, Developer shall provide written notice to the Town describing, in reasonable detail, the change to such equipment, improvements or other property; the resulting change in DC/AC Capacity; and a proposed adjustment to Annual Payments in accordance with Paragraph 2. For avoidance of doubt, the formula for calculating adjustments pursuant to this Agreement is $11,000 per MW DC each year. Adjustments will only be made for the remaining years of the contract.

c. Calculation of System Sizes. DC Capacity shall be calculated as the quantity of photovoltaic modules multiplied by the nameplate rating of each photovoltaic module and AC Capacity shall be calculated as the quantity of photovoltaic inverters multiplied by the nameplate rating of each photovoltaic inverter. Equipment related to energy storage and included in the Project, if any, must be reflected in the Inventory attached to this Agreement as Exhibit C. Payments pursuant to this Agreement shall be adjusted to reflect the inclusion of energy storage by increasing the Annual Payment by the amount of [$2,000 per MW] of energy storage capacity, commencing with the interconnection of such energy storage equipment pursuant to applicable law.

3. Inventory. Attached to this Agreement as Exhibit C is a preliminary inventory list (the "Inventory") of the improvements, equipment and other property anticipated to be incorporated in the Project, together with estimated fair market values for each improvement and item of equipment or property. Only property necessary or incidental to the production of electricity shall be included in the Project and Inventory. The Developer and Town agree that the Project[BS4], and thus the Annual Payments hereunder, shall not include (i) buildings or, (ii) excluding the Project and its Inventory, fixtures and improvements constituting "Real Property," as defined in M.G.L. c. 59, § 2A(a).

Within thirty (30) days after the Commercial Operations Date, Developer shall submit an updated Inventory (if different from the Inventory in Exhibit C) using State Tax Form 2 (Form of List) and a copy of the **"As Built Site Plan".** Developer will update the Inventory when changes occur. If requested by Town and not responded within 60 days by Developer, Town assumes no changes have occurred. No response by Developer means no changes in inventory. Failure of Developer to include all equipment and other personal property in the Inventory or any Inventory Update shall constitute a material breach of this Agreement, subject to the termination and cure provisions set forth in Section 14. Developer will update the Inventory annually as of January 1 of each year, and an updated written Inventory will be provided to the Town on or before March 1 of each year by the return of the Form of List per MGL Chapter 59, Section 29 if requested by Town; provided that if there is no change in the Inventory or if there is no update, then the Project capacity will be deemed to have not changed.

The Town acting through its officers, employees, consultants, agents and attorneys, will have the right periodically, during normal business hours and upon reasonable advance notice to Developer, to inspect the Project and review documents in possession of Developer that relate to the Project and the Inventory to verify the Inventory and Developer's compliance with this Agreement.

In addition, the Developer shall, upon signing this Agreement, provide the Town with a copy of Developer's interconnection application filed with the local electric utility (or if such application has not been filed, within fourteen (14) days after it is filed), and a copy of its interconnection agreement with such utility within fourteen (14) days after it has been signed by the utility and Developer. Developer shall also provide the Town any future amendments to such application or interconnection agreement within fourteen (14) days

after the amendments to the application are filed by the Developer and the amendments to the interconnection agreement are signed by the utility and Developer.

4. Payment Collection. In addition to such rights and remedies available in this Agreement, all statutory rights and remedies available to the Town for the collection of taxes shall also be available to the Town for the collection of Annual Payments hereunder, including, but not limited to, the rights and remedies provided in G.L. c. 59 and G.L. c. 60, and all such rights and remedies are hereby reserved notwithstanding anything to the contrary herein. Accordingly, for example, subject to the requirements of applicable law, the Project may, at the Town's election, be deemed personal property unintentionally omitted from annual assessment under G.L. c. 59, § 75. All late payments shall accrue interest at 14 percent per annum. In addition to, and not in limitation and not a waiver of, any other rights and remedies available to the Town, to the extent any additional capital improvements or personal property are not incorporated in the Inventory as set forth in Section 3, the Town may, at its election, assess taxes for that portion of the Project to which such payments or increases is deemed to relate, as determined by the Town Assessors. Furthermore, if Developer breaches its payment obligations under this Agreement, and fails to cure such breach within the time provided under this Agreement[BS5], Developer shall pay the reasonable attorneys' fees, court and other costs incurred by the Town in the collection of the unpaid amounts.

5. Tax Status. The Town agrees that during the term of this Agreement, the Town will not assess Developer for any personal property taxes for the Project, and the Town agrees that this Agreement will exclusively govern the payments of such taxes (and payments in lieu of such taxes) that Developer will be obligated to make to the Town with respect to the Project, provided, however, that this Agreement will not affect any other taxes owed by the Developer , including, but not limited to, real property taxes for the Property (including any buildings and land, excluding the Project, fixtures and improvements located thereon), and taxes for personal property not incorporated into the Project, which taxes, if any, shall be assessed in accordance with applicable laws and regulations. Notwithstanding the foregoing or anything to the contrary in this Agreement, upon the expiration or earlier termination of this Agreement, the Town shall not be bound by any valuation/payment amount, schedule or formula set forth in this Agreement in the assessment of future taxes for the Project after the date of such expiration or termination.

6. Successors and Assigns. Developer shall not assign this Agreement in whole or in part without the advance written consent of the Town, which shall not be unreasonably withheld or delayed. The Developer shall provide the Town thirty (30) days' written notice of the intended assignment (including reasonable details regarding the proposed assignee) along with any/all other the information reasonably requested by the Town to make an informed determination. Notwithstanding the foregoing, the Developer may, without advance consent required of the Town, (i) collaterally assign the Agreement to an entity providing financing for construction, operation or maintenance of the Project with advance written notice to the Town of such assignment and proposed assignee, provided that Developer shall not be relieved of its obligations hereunder; or (ii) also with advance written notice to the Town, assign the Agreement to an entity no less creditworthy than Developer to whom Developer has sold or transferred all its interests in the Project, provided that, upon an assignment requiring the consent of the Town as well as under clause "ii," above, Developer shall be deemed as having represented and warranted to the Town that the assignee has the financial ability to comply with all obligations of Developer hereunder; and provided further that, notwithstanding the foregoing, other than a collateral assignment under clause "i," above, Developer shall not assign this Agreement to any person or entity that is not eligible to enter into this Agreement under G.L. c. 59, § 38H(b), and/or who is unable to make all the representations and warranties of Developer contained herein. A Notice of this Agreement may be recorded in the Worcester County Registry of Deeds by the Developer. In the event the successor or assign of Developer is a tax-exempt entity, such entity shall be subject to the terms of this Agreement as a condition of any approval of assignment of the Town.

7. Invalidity. The Parties understand and agree that this Agreement shall be void and unenforceable if (a) this Agreement, or any material portion of this Agreement, is determined or declared by a court or agency of competent jurisdiction to be illegal, void, or unenforceable; (b) Developer is determined or declared by a court or agency of competent jurisdiction to not be a "generation company" or "wholesale generation company" as those terms are used and/or defined in G.L. c. 59 § 38H(b), and G.L. c. 164 § 1; and/or (c) this Agreement has not been approved by Town Meeting. In the event this Agreement is declared void in accordance with this Paragraph 7, any payments due and/or made to the Town before the date of such declaration shall be and remain property of the Town, and to the extent permitted by law, shall be deemed full satisfaction of the taxes in lieu of which they were made.

8. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, or by mail in a manner of delivery that results in a confirmation of receipt, such as certified mail or federal express. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To:
Harbor Road Solar 1, LLC
Attn: NAMS
101 Summer Street, 2FL
Boston, MA 02110

With a copy to:
Harbor Road Solar 1, LLC
Attn: Kamran Idrees
101 Summer Street, 2FL
Boston, MA 02110

To: TOWN OF CHESHIRE
Attn: Board of Selectmen
PO Box 647/80 Church Street
Cheshire, MA 01225

With a copy To: Cheshire Board of Assessors
PO Box 647
Cheshire, MA 01225

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

9. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts without regard to the law of "conflicts of laws." The Parties each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Venue for all actions brought hereunder shall be (solely) the state courts located in Suffolk or Plymouth County, Massachusetts. Developer agrees to accept service of process, including civil complaints, by certified mail at the address indicated in Paragraph 8 (Notices).

10. Force Majeure. As used herein, an event of Force Majeure is an event beyond the reasonable control of the Parties, and includes, without limitation, the following events:

a. Acts of god including floods, winds, storms, earthquake, fire or other natural calamity;

b. Acts of War or other civil insurrection or terrorism; or

c. Taking by eminent domain by any governmental entity of all or a portion of the Property or the Project.

In the event that a Force Majeure occurs during the term of this Agreement that renders the Project wholly or substantially unable to produce electricity for a period of more than sixty (60) days, Developer may, at its election, terminate the Agreement following expiration of such 60-day period by written notice to the Town, provided that such termination shall be effective no earlier than the end (June 30) of the fiscal year in which said notice is received by the Town, and provided further that the Project will thereafter be assessed and taxed as if this Agreement does not exist.

In the event the Developer elects to decommission any portion of the Project affected by Force Majeure and such decommissioning results in a reduction in the DC Capacity, the parties shall proceed in accordance with Sections 2 and 3 herein.

Notwithstanding the foregoing or any Force Majeure event, Developer shall continue to make Annual Payments as required pursuant to this Agreement, without abatement or reduction except as permitted pursuant to this Agreement, until this Agreement is terminated, if at all, in accordance with this Paragraph 10.

11. Certification of Tax Compliance. Pursuant to G.L. c. 62C, § 49A, Developer by its duly authorized representative, certifies under pains and penalties of perjury that it has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support; and that it is tax compliance with the tax laws of the Commonwealth of Massachusetts.

12. Covenants, Representations and Warranties of Developer and Town.

a. During the term of the Agreement, Developer will not do any of the following:

1. convey by sale, lease, assignment or otherwise any interest in the Property or Project to any tax-exempt entity or organization, including without limitation a charitable organization pursuant to G.L. c.59, § 5 (Clause Third);

2. fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement;

3. seek, for any reason, an abatement or reduction of any of the amounts assessed in accordance with the terms of this Agreement, and Developer hereby waives, during the full term of this Agreement, any rights it may have otherwise had to seek such an abatement or reduction; or

4. seek to amend or terminate this Agreement on account of the enactment of any law or regulation or a change in any existing law or regulation the intent or effect of which is to fix or limit in any way the method for calculating payments-in-lieu-of-taxes for renewable energy facilities.

b. Developer represents and warrants:

1. It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign corporation, is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.

2. This Agreement constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.

3. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.

4. The person executing this Agreement on behalf of Developer has the full power and authority to bind it to each and every provision of this Agreement.

5. For purposes of this Agreement, developer is a "generation company" or "wholesale generation company" as those terms are used and defined in G.L. c. 59, § 38H(b) and G.L. c. 164 § 1.

6. Developer does not qualify for a manufacturing classification exemption pursuant to G.L. c. 59, § 5(16)(3).

7. The documents and information furnished by Developer to the Town in connection with this Agreement, including but not limited to the Inventory and any update thereto, is true, accurate and complete in all material respects.

8. The performance of Developer's obligations under this Agreement will not violate or result in a breach or default of any agreement or instrument to which Developer is a party or to which Developer is otherwise bound.

c. The Town represents to Developer that it has secured all approvals of appropriate officers, boards and bodies necessary to duly authorize the execution, delivery and performance of this Agreement and its obligations hereunder, other than approval at a town meeting; and that upon approval at a town meeting this agreement will be a legal, valid and binding obligation of the Town enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable laws.

13. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project, and that there are no third-party beneficiaries to this Agreement.

14. Termination by Town. Notwithstanding anything to the contrary in this Agreement, the Town may terminate this Agreement on thirty (30) days written notice to Developer if:

a. The Developer fails to make timely payments required under this Agreement, unless such payment is received by the Town within the 30-day notice period with interest as stated in this Agreement, provided, however, that the Town may nonetheless terminate this Agreement if such failure occurs more than three times in any rolling 365-day period, even if each such failure is cured within the 30-day notice period;

b. The Developer has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;

c. The Developer otherwise materially breaches this Agreement, unless such breach is cured within the 30-day notice period, including payment to the Town of any damages arising from such breach, provided, however, that the Town may nonetheless terminate this Agreement if Developer materially breaches this Agreement more than three times in any rolling 365-day period, even if each such breach is cured within the 30-day notice period; and/or

d. The Developer's representations set forth in Paragraph 12 were untrue, inaccurate, or incomplete in material respects at the time they were made.

15. Termination by Developer.

a. Notwithstanding anything to the contrary in this Agreement, if the Town materially breaches this Agreement, and fails to cure such breach is within thirty (30) days after receipt of written notice from the Developer identifying the breach in reasonable detail, Developer may terminate this agreement by written notice to the Town; provided, further, that the Developer may terminate this Agreement if the Town materially breaches this Agreement more than three times in any rolling 365-day period, even if each such breach is cured within the 30-day notice period after receipt of written notice.

b. Notwithstanding anything to the contrary in this Agreement, the Developer may terminate this agreement on one hundred eighty (180) days written notice to the Town without cause.

16. Lender's Right to Cure. Developer's secured lender shall have the same time and rights to cure any default as Developer, and the Town shall accept a cure by Developer's secured lender as if such cure had been made by Developer, provided said cure is made in accordance with the provisions of this Agreement. [BS6]

17.. Payment of Town Costs. Upon execution of this Agreement, the Developer shall pay the Town by bank or certified check, or wire transfer, the lump-sum minimum amount of $3,000 representing payment of estimated legal and administrative expenses incurred by the Town in the negotiation and preparation of this Agreement. The Town further requests that the check will be presented to the Select Board's office at the time of the execution.

16. Developer's federal tax identification number: 32-0586436

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

TOWN OF CHESHIRE	HARBOR ROAD SOLAR 1, LLC
By: _____	**By:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

EXHIBIT A

That certain real property owned by Thomas & Barbara Ayotte, located on the easterly side of East Harbor Road, Cheshire and further identified as a portion of Assessors Map 227 Parcels 010 & 011, consisting of approximately 20.10 acres, and being more particularly described by a deed recorded in Book 886 Page 6 and Book 1037 Page 151 at the Berkshire North County Registry of Deeds

[legal description to be provided by the developer – may be taken from the ground lease]

EXHIBIT B

Premises Description

A lease area located on the easterly side of Harbor Road Extension AKA East Harbor Road in the Town of Cheshire, Berkshire County, Commonwealth of Massachusetts, being a portion of land now or formerly Thomas & Barbara Ayotte (Deed Book 886 page 6 & Deed Book 1037 Page 151), bounded and described as follows:

Beginning at a point on the easterly line of Harbor Road Extension AKA East Harbor Road, said point being located N29°13'15"E a distance of 88.92' from an iron pipe found on the easterly line of Harbor Road Extension, said iron pipe also being the northwest corner of land now or formerly of Theodore F. Jayko, thence running;

N 29°13'15" E a distance of 252.98' along the easterly line of Harbor Road Extension to a point, thence;
N 26°09'50" E a distance of 107.23' along the Easterly line of Harbor Road Extension to a point, thence;
N 10°59'10" E a distance of 116.29' along the Easterly line of Harbor Road Extension to a point, thence;
N 90°00'00" E a distance of 170.66' to a point, thence; S 57°41'10" E a distance of 95.70' to a point, thence;
N 90°00'00" E a distance of 81.18' to a point, thence;
S 56°58'38" E a distance of 48.29' to a point, thence;
N 90°00'00" E a distance of 21.54' to a point, thence;
N 57°17'41" E a distance of 48.70' to a point, thence;
N 90°00'00" E a distance of 99.47' to a point, thence;
S 57°01'20" E a distance of 63.28' to a point, thence;
S 37°39'27" E a distance of 149.19' to a point, thence;
S 01°19'34" W a distance of 40.61' to a point, thence;
S 57°44'16" W a distance of 47.20' to a point, thence;
S 00°04'51" E a distance of 88.29' to a point, thence;
S 57°20'04" E a distance of 26.18' to a point, thence;
S 72°33'05" E a distance of 104.59' to a point, thence;
S 00°46'31" W a distance of 53.23' to a point, thence;
S 57°32'32" W a distance of 219.09' to a point, thence;
N 90°00'00" W a distance of 99.05' to a point, thence;
N 57°46'10" W a distance of 47.86' to a point, thence;
N 90°00'00" W a distance of 121.42' to a point, thence;
N 57°10'43" W a distance of 48.14' to a point, thence;
N 90°00'00" W a distance of 143.48' to a point, thence;

S 57°10'33" W a distance of 48.14' to a point, thence;
N 90°00'00" W a distance of 50.77' to a point, thence;
S 84°35'39" W a distance of 63.12' to a point, thence;
N 77°50'56" W a distance of 128.27' to a point, thence;
N 29°13'15" E a distance of 88.92' to a point, thence;
N 77°50'56" W a distance of 88.92' to the point of beginning

As shown on Exhibit B-1 attached hereto

EXHIBIT B-1

Layout & Materials Plan

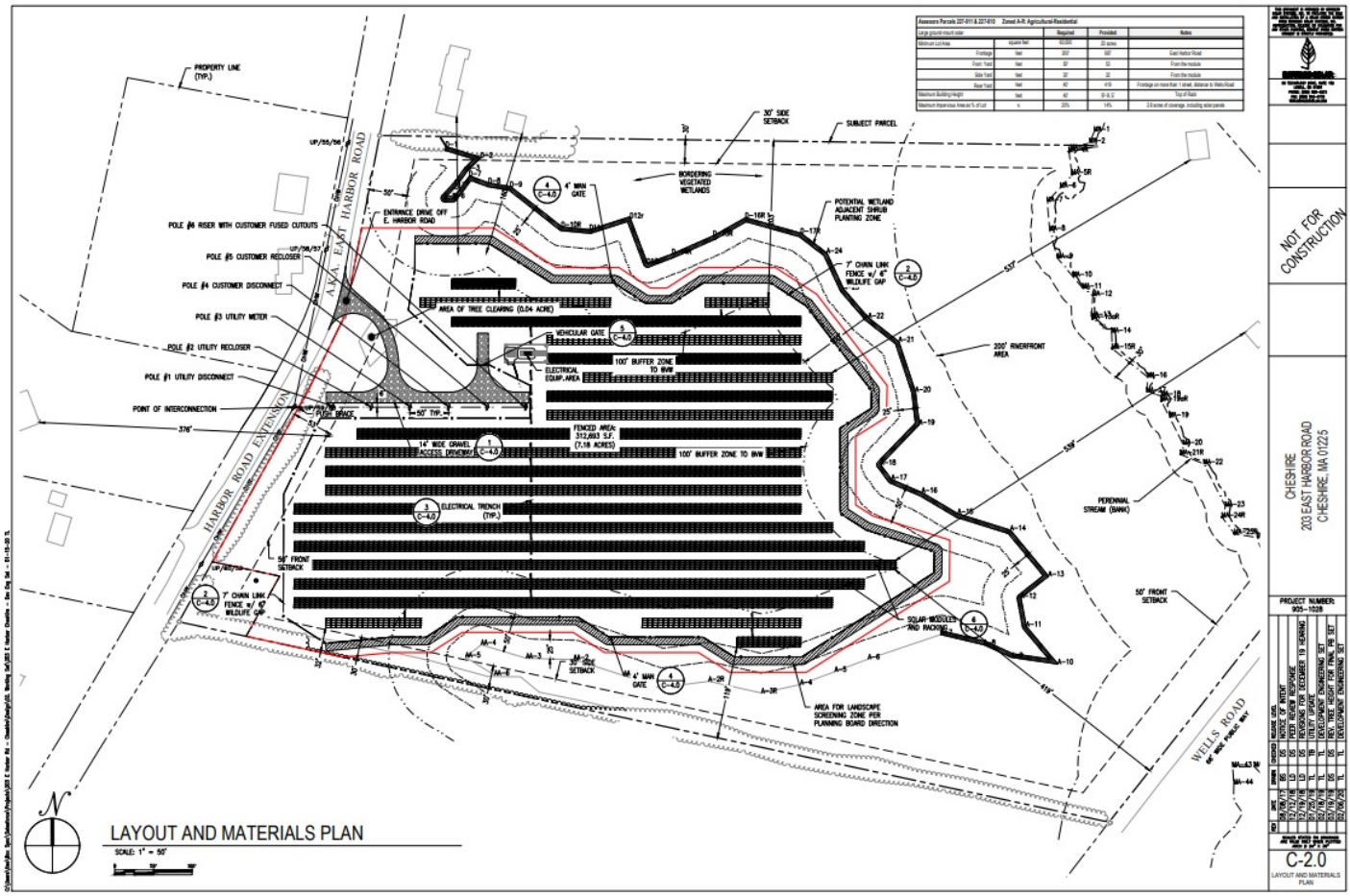


EXHIBIT C

Inventory

ITEM	QTY	DESCRIPTION	INSTALLED COST
Modules	1,278 / 4,318	ASTRO CHSM72M(DG)/F-BH405 / JA SOLAR JAM72D10-405/MB	$838,860.30
Inverters	30	SUNGROW SG60KU-M	$124,500.00
Racking	234	TERRAGLIDE PORTRAIT	$288,948.79
Battery Storage System	0	NA	NA
Data Acquisition System	1	ALSO ENERGY	$47,850.00
Balance of System	1	2000Kva PAD MOUNTED TRANSFORMER,75 kVA GROUNDING TRANSFORMER	$153,993.00

EXHIBIT D

(Subject to Adjustment under Paragraph 2)

$11,000 per MW DC

Fiscal Tax Year (July 1-June 30)	**PILOT Rate ($/MW DC)**	**Total Annual Payment Due***	**Installment Amount**
1	$11,000	$25,000	$12,500
2	$11,000	$25,000	$12,500
3	$11,000	$25,000	$12,500
4	$11,000	$25,000	$12,500
5	$11,000	$25,000	$12,500
6	$11,000	$25,000	$12,500
7	$11,000	$25,000	$12,500
8	$11,000	$25,000	$12,500
9	$11,000	$25,000	$12,500
10	$11,000	$25,000	$12,500
11	$11,000	$25,000	$12,500
12	$11,000	$25,000	$12,500
13	$11,000	$25,000	$12,500
14	$11,000	$25,000	$12,500
15	$11,000	$25,000	$12,500
16	$11,000	$25,000	$12,500
17	$11,000	$25,000	$12,500
18	$11,000	$25,000	$12,500
19	$11,000	$25,000	$12,500
20	$11,000	$25,000	$12,500

*assumes system size of 2.273 MW DC

IT Update

SCHEDULE DETAIL

Schedule Detail **07/12/2021**
Office 365 Migration **01:25 PM**

Title	Status	Resource	Start Date	End Date
Project Initiation			06/28/2021	08/02/2021
Internal Kickoff	Complete	Andrews, Josh	07/12/2021	07/12/2021
Client Kickoff	Complete	Andrews, Josh	06/28/2021	06/28/2021
Hardware and Software Procurement	New	Andrews, Josh	08/02/2021	08/02/2021
Office 365 Migration			08/02/2021	08/30/2021
Setup tenant, verify domain, setup and license users	Scheduled	Nunes, Ramon	08/02/2021	08/02/2021
Barracuda TEP Configuration	Scheduled	Nunes, Ramon	08/03/2021	08/30/2021
Cutover	Scheduled	Nunes, Ramon	08/06/2021	08/06/2021
Data Migration and Office Suite Upgrades	Scheduled	Nunes, Ramon	08/09/2021	08/13/2021
Troubleshooting	Scheduled	Nunes, Ramon	08/06/2021	08/30/2021
Project Finalization			08/30/2021	08/31/2021
Testing/Documentation	Scheduled	Nunes, Ramon	08/30/2021	08/30/2021
Closeout Call	Scheduled	Andrews, Josh	08/31/2021	08/31/2021

TA Update

TOWN OF CHESHIRE

80 CHURCH STREET | CHESHIRE, MASSACHUSETTS 01225
PHONE (413) 743-1690 X.18 | EMAIL: JMORSE@CHESHIRE-MA.GOV

WWW.CHESHIRE-MA.GOV

OFFICE OF THE TOWN ADMINISTRATOR

Town Administrator Update for Week of 7/5/2021-7/9/2021.

- Toured town buildings and other locations with Michelle and met with Mark Webber.
- Building Commissioner/Local Inspector and Plumbing/Gas Inspector DRAFT job descriptions are in the packet.
- Brian Duval from Dalton reached out and offered to cover the Building Inspector position, spoke to him on Friday afternoon with Michelle. He is willing to serve as the Interim Building Commissioner/Inspector until the position is filled and expressed his interest in applying. The appointment is on the agenda.
- Will be looking to implement a Town Hall staff meeting each Thursday morning to keep staff updated on happenings.
- Met with Peter Traub regarding Planning Board and Lake District.
- Interviewed candidate for the Groundskeeper/Custodian position on Friday with Bob Navin – The appointment is on your agenda. Mark Walker has Custodial and Maintenance Experience, it looks like a good fit. He will start on Monday July 19th.
- Met with Patricia Mullins from BRPC regarding the CBDG and a possible appeal which is why you have the Citizen Advisory Committee on your agenda.
- Met with Retrofit and Michelle to go over the IT project.
- Received a check in the amount of $5,000 from Stafford Green.
- NETRA - I reached out to NETRA and they forwarded by email regarding the race this weekend to the race coordinator (no contact information provided to me). I have not heard from the Race Coordinator as of today (Monday July 12th).
- Met with John Trombley regarding DLS -Financial Management Review/IT Project
- Will be meeting with the Water Commissioners on Tuesday July 13th at 3 p.m.

Town Facilities Request Form

TOWN FACILITIES REQUEST FORM

Please read the instructions prior to filling out the facility use form.

1. Print your name, address, and a telephone number at which you can be reached during 8:30 a.m. to 4:00 p.m.
2. Check the facility or facilities you wish to use.
3. Requested use – please be specific as to the nature of the use and/or if you are representing a specific league or organization.
4. Special circumstances – (a) address needs which may not be currently available, i.e. need for tent, chairs, bleachers, decorations, etc. (b) give an estimated attendance which is needed to determine such things as crowd control and parking
5. Provisions for cleanup – there is no charge for normal field maintenance such as mowing grass. However, if you plan on decorating or placing items on the field, lining the field, the town will assess a fee if town workers are required to provide the service to restore the facility to its original state.

If there are no conflicts with other activities or fees assessed, the Town Administrator, or its representative, will make every effort to authorize this request within three (3) business days. If a conflict is determined or fees are required, this request will be presented at the next meeting of the Board of Selectmen. Special meetings can be arranged for extenuating circumstances.

Applicant name: _____

Address: _____ **Town/City:** _____ **State:** _____

Telephone: _____ **EMAIL:** _____

Facility Requested:

___ Cheshire School

___ Cheshire School Field

___ Little League Field, School Street

___ Cheshire Senior/Community Center (See Town Clerk for additional information)

___ Town Hall Park

___ Street(s) (Specify:_____)

TOWN FACILITIES REQUEST FORM

Date(s) of Use: _____

Hour(s) of Use: _____

Requested Use: (please be specific as to the nature of the event)

Special Circumstances: (i.e., chairs on lawn, decorations at gazebo, tents, etc.)

Number of Participants/Attendees: _____

Provisions for Cleanup: (a fee will be assessed if none provided)

This application will not be processed without the following information. Liability insurance is required by our insurance carrier.

Insurance:

Name of Insured: _____

Policy number or Insurer: _____

Policy Expiration Date: _____

Alcoholic beverages are not allowed on premises unless a special license has been obtained from the Board of Selectmen. Do you want to obtain a special license? ___ Yes ___ No

Special Fees:

Town Common Use for non-residents:	$ 10.00
Daytime Field use (6 hours maximum):	$ 50.00
Nighttime Field use:	$ 75.00
Police Officers x ___ (per patrol person)	$ _____

Field Maintenance (Subject to town policy) $ _____

The Town of Cheshire allows "free" use of its facilities to:

- Non-profit town affiliated functions (i.e. youth/high school sports programs, league field day, etc.), provided the non-profit organization provides proof of its status as a non-profit.
- Town residents: (i.e. weddings at the town common, etc.)

TOWN FACILITIES REQUEST FORM

RULES GOVERNING USE OF TOWN FACILITIES

1. **Absolutely No Alcohol** to be consumed on premises unless a special license has been obtained from the Board of Selectmen.
2. **No alterations** to structures or grounds.
3. **Property must be kept clean** and returned in clean, useable form.
4. ***Events and activities must be conducted in a well-controlled, responsible manner***.

I/We hereby, by myself, heirs, executors, administrators and officials, release and hold harmless the Town of Cheshire from all liability arising out of my/our use of the town facilities as requested above. I/We accept responsibility for damages to the property.

I/We waive and release any and all rights and claims for damages I/We or my/our guests may have against the town of Cheshire for injuries as a consequence of my/our use of the town facilities.

Applicant Signature _____ Date: _____

Applicant Name (Printed) _____ Date: _____

Chief of Police
(if applicable)

☐ **Approve** ☐ **Disapprove**

Signature: _____ Date: _____

Comments: _____

☐ ☐

Board of Selectmen

☐ **Approve** ☐ **Disapprove**

Signature: _____ Date: _____

Comments: _____

TOWN OF CHESHIRE
USE OF TOWN FACILITIES
RECREATIONAL AND VOLUNTEERS ACTIVITIES RELEASE FORM

I/we, the undersigned (insert name of individual or group) _____

_____, do hereby consent to my participation in voluntary or recreation programs conducted at Town of Cheshire owned facilities.

I also agree to forever release the Town of Cheshire, and all their employees, agents, and Board members from any and all claims, rights of action and causes of action that may have arisen in the past, or may arise in the future, directly or indirectly, from personal injuries to myself or members of the above named group or organization or property damage resulting from my participation in activities at the Cheshire Elementary School and grounds, Cheshire Community Center and other Town owned properties..

I further affirm that I have read this Consent and Release Form and that I understand the contents of this Form. I understand that my participation is voluntary and that I am free to choose not to participate in said programs, By signing this Form, I affirm that I have decided to participate in the program or activity as a volunteer with the full knowledge that the Releasees will not be liable to anyone for personal injuries and property damage that I/we may suffer in volunteer activities or recreation programs conducted on Town of Cheshire property.

Participant/Group Signature:

_____

Date: _____

TOWN OF CHESHIRE
TOWN FACILITIES USE POLICY

LEESEE'S/USERS INDEMNIFICATION AGREEMENT

The Lessee/User (insert name here) _____
shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Cheshire, its officers, agents, volunteers, and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with Lessee's/Users' lease or use of Town owned facilities, including the Cheshire Elementary School and grounds and the Cheshire Community Center, for any damage to its real or personal property that occurs in conjunction with the lease or use of the Town owned buildings, facilities or grounds by Lessee/User, unless the damage is caused by the Town's gross negligence or willful misconduct.

_____
Signature of Lessee/User

_____
Address

_____
Address

_____
Telephone

_____
Date