TOWN OF CHESHIRE

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

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OFFICE OF THE BOARD OF SELECTMEN

Meeting Minutes – August 10, 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 Tuesday August 10, 2021, at 6:31 PM.

Members Present: Michelle Francesconi, Chair
Jason Levesque, Clerk
Mark Biagini
Shawn McGrath
Ray Killeen

Others Present: Jennifer Morse, Town Administrator; Peter Traub; Ron Lancia; Robert Navin, Highway Superintendent; Bill Lewis; Becky Herzog; Maryanne Manning; Brook Dupree; Sonia Orenstein; Craig Kahn; Jessica Wells.

1. Cannabis Cultivation Facility Discussion - Mass Yield Cultivation – Wells Road

Sonia Orenstein, Craig Kahn, and Jessica Wells from Mass Yield Cultivation joined the board to have an initial conversation regarding cannabis cultivation at their property located on Wells Road. Craig shared a map showing the lots combined for 100.5 acres of which 10 acres will be cleared for cultivation. The company is in the final process with the state for their license in Pittsfield and has the ability under that license to yield more product. Sonia made it clear that this project is a long-term project that will bring 12-20 jobs to the area, stating further that they want an agreement to be beneficial for the town as well as the company. Discussion on the next steps which include a community host agreement and special permit from the Planning Board. Mass Yield Cultivation is hoping to have the project ready for June 1, 2022. Mass Yield Cultivation was advised to review the orders imposed on the Stafford Hill Project.

2. Youth Center Discussion regarding Rhythm Rhyme Subletting

Brook Dupree and Maryanne Manning joined the board to discuss a proposal to use a classroom within the Youth Center for child 18 months – 2.9 years. There was not a Youth Center representative at the meeting. J. Levesque noted that with Board of Selectmen approval it is allowable. Rhythm Rhyme explained that they would use the playground, bathroom and one classroom, children bring their own food, and the Pre-K provides their own supplies. M. Francesconi spoke about the Elementary School running in a deficit since the town pays for trash removal, custodian services and all utilities, revenues do not cover the expenses.
R. Killeen suggested that Rhythm Rhyme work on a lease agreement with the Youth Center then have the Youth Center approach the board so a discussion can be had about the lease.

3. Appointment – Harbormaster

A motion was made by J. Levesque and seconded by S. McGrath to appoint William Lewis as Harbormaster to a term expiring on June 30, 2023.

Roll Call Vote: J. Levesque – Yes, S. McGrath – Yes, M. Biagini – Yes, R. Killeen – Yes, M. Francesconi – Yes
Motion Carries 5-0

4. Department Reports – Highway Superintendent Robert Navin

R. Navin reported that it has been a busy summer with the extreme rain in town the workload has increased with minor washouts, clogged catch basins and culverts and additional tree work. R. Navin noted the town was fortunate that the rain did not cause severe issues as in some communities. Route 116 paving has been completed by LB Corp., all agreed that they did a wonderful job. R. Navin is hoping that the remainder of Route 116 and guardrails can be completed in the summer of 2022. Ongoing projects include patching and mowing as weather permits. R. Navin reported that the custodian/caretaker position is open again and interviews will be conducted later this week and he will likely have a recommendation for the next meeting. In the works is the Chapter 90 project request to resurface East Main St. (53,000 SF) and Crest, Stonehenge, and Arnold Court (55,000 SF), also an undetermined distance on West Road.

5. Minutes

July 16, 2021 – *A motion was made by M. Francesconi and seconded by J. Levesque to accept the meeting minutes of July 16, 2021, as presented*

Roll Call Vote: J. Levesque – Yes, S. McGrath – Abstain, M. Biagini – Abstain, R. Killeen – Yes, M. Francesconi – Yes
Motion Carries 3-0-2

August 3, 2021 – *A motion was made by M. Francesconi and seconded by M. Biagini to accept the meeting minutes of August 3, 2021, as presented.*

Roll Call Vote: J. Levesque – Yes, S. McGrath – Yes, M. Biagini – Yes, R. Killeen – Abstain, M. Francesconi – Yes
Motion Carries 4-0-1

6. Discussion/Decision Items

a. Special Election Warrant – Tuesday August 24, 2021, Polls Open: 9 a.m. – 7 p.m.

The warrant was reviewed by board members. *A motion was made by M. Biagini and seconded by J. Levesque to approve the Special Election Warrant for Tuesday August 24, 2021*

Roll Call Vote: J. Levesque – Yes, S. McGrath – Yes, M. Biagini – Yes, R. Killeen – Yes, M. Francesconi – Yes
Motion Carries 5-0

b. **Mileage Reimbursement Policy*:***

The draft policy was reviewed by the board members. R. Killeen was concerned about abuse of the policy having employees/volunteers seek mileage reimbursement for small in town trips using his work on the Conservation Commission as an example. There was further discussion on what would be appropriate for mileage reimbursements, past practice, and the role of department heads to set policy regarding what is allowable. *A motion was made by M. Francesconi and seconded by S. McGrath to approve the mileage reimbursement policy adding it to the Personnel Manual and to omit the example within the policy.*

Roll Call Vote: J. Levesque – Yes, S. McGrath – Yes, M. Biagini – Yes, R. Killeen – Yes, M. Francesconi – Yes
Motion Carries 5-0

c. **Solar PILOT Agreement**

The agreement was reviewed by board members noting that there is a word missing in the second paragraph of section 3. All other changes are acceptable.

A motion was made by M. Biagini and seconded by J. Levesque to approve the Solar Pilot Agreement with Harbor Road Solar 1, LLC, the landowner, and the Town of Cheshire.

Roll Call Vote: J. Levesque – Yes, S. McGrath – Yes, M. Biagini – Yes, R. Killeen – Yes, M. Francesconi – Yes
Motion Carries 5-0

d. **Personnel Policies (DRAFT) Solar PILOT Agreement**

R. Killeen noted that there was no information regarding FMLA or the small necessities act. M. Francesconi had edits and brought up the Use of Town Property Policy concerned that certain equipment is allowed to be used by staff and volunteers. R. Navin noted that highway employees are allowed to use small pieces of equipment will his approval. M. Biagini recommended the use of a sign out sheet to track the use and return of borrowed equipment. S. McGrath suggested that the wording be changed in the first sentence to state "unless specifically approved" and to remove the last sentence noting that the Board of Selectmen may review the case.
M. Francesconi brought up the current sick time policy and there was discussion on the interpretation of the policy. Currently the Highway Superintendent and workers have 5 sick days with an additional 5 days with a doctors note. Treasurer Becky Herzog noted that they are currently carrying over 10 days per year. The highway union workers contract was reviewed, and it was agreed that J. Morse will reach out to the union rep. to get their understanding of the policy. J. Morse will send out the DRAFT Personnel Manual to all department heads to review before the final reading at a future meeting.

e. Bi-Weekly Meeting Schedule & Meeting Location

M. Francesconi brought up going to a bi-weekly meeting schedule. Discussion ensued and the board agreed to move to a bi-weekly schedule with workshops and meetings on off weeks as needed. *A motion was made by M. Francesconi and seconded by M. Biagini to go to a bi-weekly meeting schedule.*

Roll Call Vote: J. Levesque – Yes, S. McGrath – Yes, M. Biagini – Yes, R. Killeen – Yes, M. Francesconi – Yes
Motion Carries 5-0

M. Francesconi brought up moving to the Community Center as the meeting location and acoustics of the room are difficult for audience members. J. Morse will contact the Council on Aging to inquire on using the space and will find out if the WIFI will support the remote meeting equipment.

7. **Town Administrator Update –** J. Morse had submitted a weekly report to the board prior to the meeting. Further J. Morse noted the following:
   - The Contract between the Town of Cheshire and BRPC for consultant services for the Municipal Vulnerability Plan is ready to be signed. The next step is to set up a meeting to get the process started as the project needs to be completed by June 30, 2022, and it is intensive.
   - The Board of Health suggested guidance for town employees and volunteers regarding face coverings in town buildings, the letter was read into the record by chair M. Francesconi. M. Francesconi noted that that she is adamantly opposed as it is not in line with current CDC recommendations for face coverings further noting that there is no science behind the use of face coverings, and they have caused notable medical issues in individuals.
   - The accountant emailed concerned about her working conditions noting that the pipes and peeling paint are an issue. J. Morse confirmed that there is a musty smell in on the first floor. Discussion on getting two dehumidifiers, one for the accountant office and one for the common area. J. Morse will reach out to the painting contractors and schedule that office as soon as possible.
   - J. Morse noted that Town Counsel has agreed that several sets of Executive Session minutes can now be released, and they will be reviewed by the board as allowed in executive session at the next meeting.

8. **Public Comment**

Becky Herzog inquired about the Board of Health suggestion for face coverings and the boards thoughts. There was a question if the Board of Selectmen could overrule the decision of the Board of Health. J. Morse said "No" that the Board of Health handles all Public Health, and that Local Board of Health has the ability to mandate as does the Governor. After discussion it was agreed that individual employees should handle face coverings as they deem necessary for their own comfort level.

Peter Traub noted that there are several sets of minutes of the Planning Board that need to be approved however most members are new. Mr. Traub was advised to have the Planning Board approve the minutes.

Robert Navin asked why the members of the board abstain from Minutes votes. Board members explained that they feel more comfortable when they are not present to abstain. It was noted that they do not have to abstain from the vote.

9. **Announcements from Board Members**

- M. Francesconi reminded everyone that this Saturday is Cruise Night.

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10. **Adjournment** - A motion was made by M. Biagini and seconded by J. Levesque to adjourn the meeting at 8:47 p.m.
Roll Call Vote – All members yes – motion carried.

Respectfully Submitted,
Jennifer Morse
Town Administrator
August 11, 2021

Document List

1. Agenda – August 10, 2021
2. Minutes – July 16, 2021
3. Minutes – July 27, 2021
4. Mass Yield Cultivation LLC Proposal
5. Rhythm Rhyme Toddler Room Proposal
6. Highway Department Report
7. Mileage Reimbursement Policy DRAFT
8. PILOT Agreement
9. Board of Health letter dated August 9, 2021

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OFFICE OF THE BOARD OF SELECTMEN

Meeting Agenda – August 10, 2021

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

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

1. ***Cannabis Cultivation Facility Discussion regarding Host Agreement***
2. ***Youth Center Discussion regarding Rhythm and Rhyme***
3. ***Appointment***
   a. Harbormaster Position (2 Year Term expires June 30, 2023)- William Lewis
4. ***Department Reports***
   a. *Highway – Robert Navin*
5. ***Minutes – July 16, 2021 & August 3, 2021***
6. ***Discussion/Decision Items***
   a. *Special Election Warrant*
   b. *Mileage Reimbursement Policy*
   c. *Solar PILOT Agreement – Revised*
   d. *Personnel Manual DRAFT*
   e. *Bi-Weekly Meeting Schedule & Meeting Location*
7. **Town Administrator Update**
8. ***Public Comment Period***
9. ***Announcements from Board members***
10. ***Any other business not reasonably anticipated 48 hours prior to the meeting.***
11. ***Adjournment***

Meetings are being held in-person at 191 Church Street (former Cheshire Elementary School)

If technical Issues occur – DRAFT minutes and meeting documents will be posted to the website the next day.

https://global.gotomeeting.com/install/572029061

You can also dial in using your phone.

United States: +1(646) 749-3335

Access Code: 572-029-061

Submitted by: Jennifer Morse – Town Administrator 8/5/2021 @ 9 a.m.

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

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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 Minutes – August 3, 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 Tuesday August 3, 2021, at 6:30 PM.

Members Present:	Michelle Francesconi, Chair Mark Biagini Shawn McGrath
Members Absent:	Jason Levesque, Clerk Ray Killeen
Others Present:	Jennifer Morse, Town Administrator; Peter Traub; Greg Fournier, Ron Lancia, Carole Hilderbrand

M. Francesconi opened the in-person meeting at 6:33 pm., there was technical difficulties, and the meeting was not accessible via. remote connection.

1. Department Reports

Board of Health – The written report was reviewed by board members. M.Biagini thanked the Board of Health for the report and asked that they continue to update monthly or as needed due to COVID 19.

Council on Aging – Carole Hilderbrand was present to present the Council on Aging report saying that it felt great to be up and running. Lunches are available five days a week and 534 lunches were provided in the month of July. Activities, bikes, shuffleboard and pickleball are all being used. In the month of July there was 162 hours of volunteer time. Carole shared the activities and events planned for August and her concerns about the COVID variant and face coverings in the building.

2. Appointments

There was a brief discussion about posting volunteer opportunities on the website, M. Francesconi will follow up with J. Morse to discuss.

Zoning Board of Appeals Alternate: Jeff Reynold & Jared Martin

A motion was made by M. Biagini and seconded by M. Francesconi to appoint Jeff Reynolds as an alternate to the Zoning Board of Appeals.

Roll Call Vote: S. McGrath – Yes, M. Biagini – Yes, M. Francesconi – Yes- Motion Carries 3-0

A motion was made by M. Biagini and seconded by M. Francesconi to appoint Jared Martin as an alternate to the Zoning Board of Appeals.

Roll Call Vote: S. McGrath – Yes, M. Biagini – Yes, M. Francesconi – Yes- Motion Carries 3-0

Citizen Advisory Committee – Carole Hilderbrand, Mark Biagini, Ray Killeen
A motion was made by M. Francesconi and seconded by M. Biagini to appoint Carole Hilderbrand to the Citizen Advisory Committee.
Roll Call Vote: S. McGrath – Yes, M. Biagini – Yes, M. Francesconi – Yes -Motion Carries 3-0
A motion was made by M. Francesconi and seconded by S. McGrath to appoint Mark Biagini to the Citizen Advisory Committee.
Roll Call Vote: S. McGrath – Yes, M. Biagini – Abstain, M. Francesconi – Yes -Motion Carries 2-0-1
A motion was made by M. Francesconi and seconded by M. Biagini to appoint Ray Killeen to the Citizen Advisory Committee.
Roll Call Vote: S. McGrath – Yes, M. Biagini – Yes, M. Francesconi – Yes -Motion Carries 3-0
MVP Core Team – Liseann Karandisecky
A motion was made by M. Francesconi and seconded by M. Biagini to appoint Liseann Karandisecky to the MVP Core Team.
Roll Call Vote: S. McGrath – Yes, M. Biagini – Yes, M. Francesconi – Yes -Motion Carries 3-0
Mohawk Trail Woodlands Partnership – Jennifer Morse
A motion was made by M. Francesconi and seconded by M. Biagini to appoint Jennifer Morse to the Mohawk Trails Woodlands Partnership.
Roll Call Vote: S. McGrath – Yes, M. Biagini – Yes, M. Francesconi – Yes- Motion Carries 3-0

3. Minutes
July 16, 2021 – Tabled to next meeting
July 27, 2021 – *A motion was made by M. Biagini and seconded by S. McGrath to accept the meeting minutes of July 27, 2021, as presented.*
Roll Call Vote: S. McGrath – Yes, M. Biagini – Yes, M. Francesconi – Abstain- Motion Carries 2-0-1

4. Discussion/Decision Items

a. Job Descriptions – Animal Control, Treasurer and Collector

Animal Control Officer - *A motion was made by M. Francesconi and seconded by S. McGrath to approve the Animal Control Officer Job Description.*
Roll Call Vote: S. McGrath – Yes, M. Biagini – Yes, M. Francesconi – Yes -Motion Carries 3-0
Treasurer - *A motion was made by M. Francesconi and seconded by M. Biagini to approve the Treasurer job description as amended.*
Roll Call Vote: S. McGrath – Yes, M. Biagini – Yes, M. Francesconi – Yes - Motion Carries 3-0
Collector - *A motion was made by M. Francesconi and seconded by M. Biagini to approve the Collector job description as amended*.
Roll Call Vote: S. McGrath – Yes, M. Biagini – Yes, M. Francesconi – Yes -Motion Carries 3-0

b. **Adams Cheshire Youth Football Field Request***: A motion was made by M. Francesconi and seconded by S. McGrath to approve the application for field use by Adams Cheshire Youth Football*
Roll Call Vote: S. McGrath – Yes, M. Biagini – Yes, M. Francesconi – Yes - Motion Carries 3-0

c. **Water Department** – Emergency Repair Bid Documents
A motion was made by M. Francesconi and seconded by S. McGrath to approve the Water Department – Emergency Repair Bid Documents
Roll Call Vote: S. McGrath – Yes, M. Biagini – Yes, M. Francesconi – Yes -Motion Carries 3-0

DRAFT

d. **Personnel Policies (DRAFT)**

J. Morse presented the board with a Draft Personnel Policies manual noting that a lot of the content was state or federally mandates. She highlighted the sections that needed the most attention. Board members will review at a future meeting. S. McGrath has some edits which were reviewed and clarified including adding the day after Thanksgiving as a holiday for employees, CORI checks for all employees and volunteers, medical exams to include volunteers if mandated.

5. **Town Administrator Update –** J. Morse had submitted a weekly report to the board prior to the meeting. Further J. Morse noted the following:
   - There are two applicants for Building Commissioner, three applicants for Plumbing and Gas Inspector and one applicant for Harbormaster. J. Morse inquired on how the board will handle the hiring process. After discussion it was decided that J. Morse will reach out to the Police Chief to seek him recommendation and input on the Harbormaster position. The other two positions will be interviewed, J. Morse to reach out to all applicants to set up interviews with the entire board at a future meeting.
   - J. Morse reported that she had a conversation with the Youth Center regarding subletting a classroom to Rhythm and Rhyme and they will be attending the next meeting.
   - The Financial Team meeting last week went well and will be held once a month, the biggest take away was setting dates with the Financial Team so the tax rate can be set on time.

6. **Public Comment**

   Dave _____ inquired about the first steps in placing a modular on a building lot, he was directed to contact the Building Inspector.

7. **Announcements from Board Members**
   - M. Biagini had a resident approach him regarding the road condition at the trailer park, he told the resident that the board could not take any action unless a petition from the residents was filed with the board.
   - M. Francesconi asked the board to continue to think about bi-weekly meeting, all members present agreed that it would be acceptable and will discuss at the next meeting.

   .

8. **Adjournment** - A motion was made by M. Biagini and seconded by S. McGrath to adjourn the meeting at 7:19 p.m.
   Roll Call Vote – All members yes – motion carried.

Respectfully Submitted,
Jennifer Morse
Town Administrator
August 4, 2021

Document List

1. Agenda – August 3, 2021
2. Board of Health Report – attached
3. Council on Aging Report – attached

DRAFT

4. Minutes – July 16, 2021
5. Minutes – July 27, 2021
6. Animal Control Officer Job Description
7. Treasurer Job Description
8. Collector Job Description
9. Water Department Emergency Repairs Bid Documents
10. Personnel Manual Draft

DRAFT

Proposed Outdoor/Indoor - Cannabis Cultivation Facility in Cheshire

Introduction To Our Team – Mass Yield Cultivation LLC

Mass Yield Cultivation, LLC (MYC) is a cannabis cultivation company in the final stages of licensing for our facility in Pittsfield. The principals of MYC are Tim Mack (Co-Founder/CEO) and Sonia Barile (Co-Founder/CFO).

- Tim Mack - owner of Berkshire Hydroponics, an equipment and supply company for the gardening industry, as well as, Potency LLC, a cannabis dispensary coming to Pittsfield.

- Sonia Barile – accountant with the firm David L. Orenstein CPA & Associates, and co-founder/CFO of MYC and Potency LLC.

- Craig Kahn & Jessica Wells - current investors into MYC. Craig Kahn is the broker/owner of All Seasons Realty Group in Pittsfield. Along with his partner, Jessica Wells, they purchased land in Cheshire on Wells Road.

Summary of Proposed Project at 828 Wells Road

Craig Kahn and Jessica Wells own three parcels on Wells Road (828, 810 and 764). The three parcels total approximately 100+ acres. We would like to use approximately 10 acres of the land to build an outdoor/indoor cannabis cultivation facility (please see attached plot map for your reference).

MYC is currently in process of our final license for a tier two cultivation facility in Pittsfield. Tier two allows for up to 10,000 sq ft. of canopy. Currently, the facility is setup to use approximately 3800 sq ft of canopy. We would like to expand our canopy in Cheshire. MYC would like to build out the outdoor/indoor cultivation in stages. The land on Wells Road is an ideal location for cultivation. This property, zoned A/R, has an 800 ft+. driveway into the 100+ acre parcel. Pushing the cultivation area to the back portion of the parcel will allow no visual access to the facility from the road or other abutters.

The first stage would utilize about 30k sq ft. of outdoor canopy space for our first harvest (which would be approximately 75k sq ft. of land). Once the first harvest is completed, we would then begin the second stage of this project.

The second stage would be to install multiple, four-season greenhouses to maximize our canopy size allowed by the Cannabis Control Commission.

Town of Cheshire

We kindly ask the Board of Selectmen in the Town of Cheshire to consider this project to move forward. We would like to address any and all concerns the town may have, so that we may smoothly move through this process together, to create a mutually beneficial project in Cheshire.

DRAFT



Plan of Division of Land Surveyed for
Sling, LLC
Town of Cheshire
Berkshire County, Massachusetts

SACKETT SURVEY SERVICES, INC.
179 First Street Pittsfield, MA 01201
(413) 499-2205 Fax (413) 499-0038

RHYTHM RHYME

PRESCHOOL

Rhythm Rhyme
Toddler Room Proposal

Rhythm Rhyme was a renter in the Cheshire Elementary School from 1995 until the school closed. We served as the custodial program to the public preschool, offering a full day program to serve families who needed an extended schedule. We continue to provide these options at Hoosac Valley Elementary.

-- Rhythm Rhyme Preschool is interested in opening a Toddler Room in the Cheshire Elementary School Building.

-- We would employ 2 teachers who are certified in working with toddlers.

-- Rhythm Rhyme's Toddler Room would have its own license issued by the EEC.

-- The room would have a maximum of 9 children and accept children from ages 18 months to 2 years-9 months.

-- The Toddler Room's hours of operation would be arranged to meet the needs of participating families.

-- Rhythm Rhyme would supply all of the equipment and supplies needed for the classroom to operate.

-- Rhythm Rhyme staff would be responsible for all the classroom's cleaning and sanitizing, according to EEC licensing regulations.

-- All copying and other office services would be provided by Rhythm Rhyme staff in our at home office space.

-- If available, Rhythm Rhyme is interested in using the classroom at the end of the hallway on the left side, facing the back door for its Toddler Room. In discussions with Sonia DiSanti, this seemed to be a request that would work.

-- Rhythm Rhyme would be sharing with the Youth Center Program the bathroom located in the west wing hallway of the building. If it is possible, diaper changing would be done in a sectioned off area of the classroom.

-- All food and snacks for the children would be provided by the parents.

-- Rhythm Rhyme would like to share the playground area with the Youth Center Program by working with the Youth Center to create an acceptable schedule that would accommodate the children in both programs.

-- It is our hope that the rental fee for the classroom be considered in the $500.00 per month range.

Here at Rhythm Rhyme we pride ourselves on running a responsible and reputable program. Our priorities are open communication, flexibility and cooperation. We are dedicated to the children and families that we serve. We would like to establish and continue this relationship with the Youth Center Director Sonia DiSanti and her staff.

I am always available to answer questions and address concerns in ways that benefit our children. Thank you for considering this proposal.

Best regards,

Dina Poplaski
(413) 743-9146
(413) 447-6602

Highway report, 8-10-2021

We have been extremely busy this summer. Julys extreme rain totals have added to our work load with minor washouts, clogging of catch basins and culverts as well as adding additional tree work. We have been better off than other area towns as even though there has been more issues than a normal July none of them have been severe issues.

On a more positive note. Route 116 paving project has been completed with LB corp doing an expectional job. Lets hope that next year the remainder will be resurfaced with the guardrails being replaced.... Line painting is scheduled for next week weather permitting. Again weather permitting the rubberized chip sealing project should start later this week.

We are still working on patching and mowing as best we can with weather and time permitting. As well as covering for janitor/grounds keeper again, hope to find a new temporary replacement soon, as last person had to resign for personel reasons. Jen and I will be working on interviews and hope to have a suggestion for board to appoint soon.

IN THE WORKS..... im putting together another chapter 90 project request for resurfacing, East main st around 53000 sq ft. Crest, Stonehedge, and Arnold Court around 55000 sq ft. and an undetermined distance on west mountain. Originally was looking to resurface from rt 8 to section done few years ago almost to Curran rd but with heavy logging activity leaning towards just doing worst section from Greylock rd to new section. With holding off on remainder until logging completed.

Respectfully submitted

Robert Navin

Highway Superintendent

TOWN OF CHESHIRE

80 CHURCH STREET | CHESHIRE, MASSACHUSETTS 01225
PHONE (413) 743-1690
WWW.CHESHIRE-MA.GOV

OFFICE OF THE BOARD OF SELECTMEN

Mileage Reimbursement Policy

The Town will reimburse Town Officials and employees for reasonable travel costs incurred in carrying out of official duties. Expenditures are to be planned so that costs do not exceed budgetary limitations.

Generally, allowable reimbursable expenses are those that employees must incur due to their normal work assignments and responsibilities for the Town, including conferences, meetings, inspections and trainings, and shall be conducted in the most reasonable, cost-effective manner.

Employees must document their travel on the Mileage Reimbursement Form. Receipts for parking and tolls must be submitted with the request for reimbursement. Employees will not be reimbursed without proper documentation. Employees may submit their reimbursement requests on the bi-weekly warrant scheduled, but in no event less than quarterly. Mileage needs to be verified with MapQuest or Google Maps.

The Department Head must approve all travel reimbursements in advance for employees.

The Town will reimburse mileage for the round trip between the employee's usual municipal work site and the business function attended. (For example: A Fire Fighter submitting for mileage reimbursement would use the Fire Station to the destination and back for mileage purposes).

The mileage rate for reimbursement shall be the Internal Revenue Service code milage allowance in effect on the dates the travel occurred.

Current IRS Mileage rate effective January 1, 2021 is $.56.

Approved:

DRAFT

Town of Cheshire
Mileage Reimbursement Form

Employee Name _____

Department _____ **Account #**_____

Date	Purpose of Trip	Place of Departure	Destination	Mileage	Rate	Total
					0.56	$ -
					0.56	$ -
					0.56	$ -
					0.56	$ -
					0.56	$ -
					0.56	$ -
					0.56	$ -
					0.56	$ -
					0.56	$ -
					0.56	$ -
					0.56	$ -
					0.56	$ -
					0.56	$ -
					0.56	$ -
				0	0.56	$ -
			Totals	0		$ -

.

I certify this is a true and accurate record of the use of the following personal vehicle:

Signature _____ Date _____

Department Head Signature _____ Date _____

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"), 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 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.

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. The Town, not more than once per calendar year, may request and review documents in possession of Developer that relate to the Inventory to verify the Inventory.. 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, 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. The Town, not more than once per calendar year, may request that Developer provide an updated Inventory or confirmation that no changes have occurred, and Developer shall provide such update or confirmation within 60 days after it receives the Town's request. 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, 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, 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 the duration of the agreement, 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 the duration of the

agreement, 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.

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

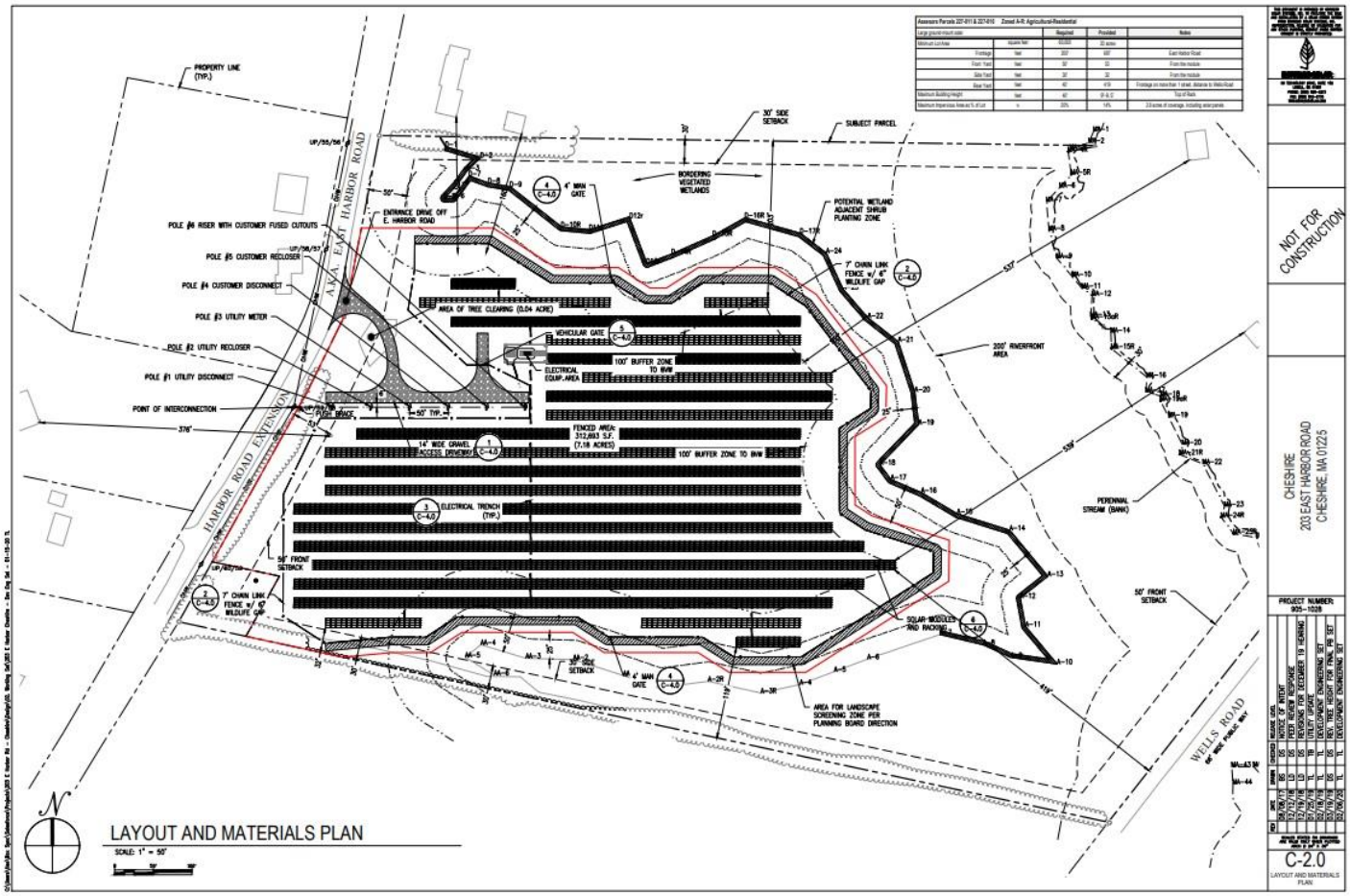


EXHIBIT C

Inventory

ITEM	QTY	DESCRIPTION	INSTALLED COST
Modules	1,278 / 4,335	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

TOWN OF CHESHIRE

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OFFICE OF THE BOARD OF HEALTH

August 9, 2021

In response to the current COVID-19 uptick in Berkshire County, we are suggesting that all town employees and visitors should revert to wearing face coverings while in town buildings. Town employee's that face and work with the general public should wear a mask while in close contact with others. Face coverings should be worn when employees are not in their department area or in hallways or otherwise moving through buildings. Fully vaccinated employees may remove masks at their desks or in their work areas, however unvaccinated or partially vaccinated employees must remain masked at all times while at work.

This action should apply to all town buildings including the Town Hall, Town Annex, Police Station, Fire Station, Highway Garage, the elementary school, Senior/Community center, and Transfer Station. (while attendants are in contact with others)

Again, this action is in response to the recent surge in coronavirus cases that have been reported in our town, and in neighboring towns. We understand that face coverings can be a hassle but we think it is important to be proactive in a situation like this so we can continue to hold in person meetings and office hours and not have to face another town-wide shut down.

Respectfully submitted,

The Board of Health

Christopher Garner
Mike Kruszyna
Brian Trudeau