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 – September 7, 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 September 7, 2021, at 6:30 PM.

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

Others Present: Jennifer Morse, Town Administrator; Peter Traub; Liseann Karandisecky; Donald Taggart, National Grid; Robert Goebel, Cheryl Kruzel, Bob Kruzel, Cameron Kruzel, John Bielski Jr.; John Tremblay (remote); Francis Keyes; IBerkshires

M. Francesconi called the meeting to order at 6:31 p.m.

1. Pole Hearing -

M. Francesconi opened the pole hearing at 6:31 p.m. and read the following, *Massachusetts Electric Company d/b/a National Grid and Verizon New, Inc. is requesting permission to locate poles, wires and fixtures, including the necessary sustaining and protecting fixtures along and across the following public way: Lanesborough Road – National Grid to install (3) JO Poles 18-50, 19-50 and 20-50 on Lanesborough Road beginning at the point approx. 150 feet Northeast of the centerline of the intersection of Shadowland Cove Rd and continuing approximately 562 feet in a northeast direction, side of road. Addressing long wire space. Replacing junction pole #21 with 45/2.*

Donald Taggart of National Grid was welcomed to discuss the request for poles along Lanesborough Road stating that the reason for the replacement and new poles is to address long wire spans which are currently 200 feet instead of 100 feet. Mr. Taggart informed the board that he had spoken with one resident regarding a concern over the pole location. There were questions from the abutters regarding the pole locations, distance from the road, and liability of National Grid to correct any damage to personal property during the installation and replacement of the poles. M. Francesconi asked National Grid to provide written documentation stating that they will be responsible for any damages to personal property including underground conduits, gas lines, vehicles etc. Mr. Taggart will follow-up with his superiors and get back to the board. The board agreed to postpone a decision on the pole locations until National Grid could provide the requested documentation.

A motion was made by M. Francesconi and seconded by M. Biagini to adjourn the pole hearing at 6:57 p.m.
Roll Call Vote: J. Levesque – Yes; S. McGrath – Yes; R. Killeen – Yes; M. Biagini – Yes; M. Francesconi – Yes
Motion Carries: 5-0

2. Shadowland Cover- Stormwater Drainage

Documentation from Stockman Associates LLC dated June 9, 2020, and the Request for Determination for Municipal Drainage Improvements dated October 1999 were given to the board prior to the meeting. M. Francesconi noted that the shoreline has changed along the entire reservoir in the past twenty years. Mr. Keyes presented the board with photos and gravel from the roadway stating that he pays taxes and that the roads, drainage etc. are the responsibility of the town. R. Killeen noted that just because the Town acted in the past does not mean it was correct suggesting that town counsel review the situation. There was discussion regarding the roads being private, that the highway maintains them for emergency vehicles by plowing and then grading as required.

Mr. Keyes gave the board his explanation of what has transpired since his family owned the property in the 1970's. The board agreed that the Town Administrator seek a legal opinion and discuss at a future meeting.

3. Department Reports

Council on Aging – Carole Hilderbrand presented the Council on Aging report for August noting that the center is very busy. In the month of August there was 476 lunches served and 197 volunteer hours. A full report was emailed to the board prior to the meeting, other highlights included organization of COVID Booster Shots as they become available, Flu Clinics, Outreach and mental health awareness, and monthly activities. Carole was thanked for her hard work.

4. **Minutes**

August 24, 2021 – *A motion was made by M. Francesconi and seconded by M. Biagini to accept the meeting minutes of August 24, 2021, as presented*

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

August 31, 2021 – *A motion was made by M. Francesconi and seconded by M. Biagini to accept the meeting minutes of August 31, 2021, as presented*

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

June 22, 2021 – *A motion was made by M. Francesconi and seconded by S. McGrath to accept the meeting minutes of June 22, 2021, as presented*

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

5. Discussion/Decision Items

MVP Core Team Appointments – William Lewis, Michael Alibozek

A motion was made by M. Francesconi and seconded by M. Biagini to appoint William "Bill" Lewis to the MVP Core Team.

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

A motion was made by M. Francesconi and seconded by M. Biagini to appoint Michael "Mike" Alibozek to the MVP Core Team.

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

J. Morse noted that the MVP Core Team has a kickoff meeting scheduled near the end of the month.

Route 8 Water Project – Gelleher Enterprises Inc.
The contract was reviewed by the board. J. Morse shared that she had sent the contract to town counsel for review and had not heard back. It is a boiler plate contract from the engineer and was reviewed by the water department during their meeting this afternoon. R. Killeen noted that one water commissioner had concerns about moving forward with the project but was outvoted. J. Morse shared that the water department will be attending the board meeting on September 21, 2021, to discuss upcoming water projects.

A motion was made by M. Francesconi and seconded by M. Biagini to approve the contract for the Route 8 Water Project with Gelleher Enterprises Inc. pending approval from town counsel.
Roll Call Vote: J. Levesque – Yes; S. McGrath – Yes; R. Killeen – Yes; M. Biagini – Yes; M. Francesconi – Yes
Motion Carries: 5-0

Cheshire Elementary School – Hoosac Valley School District Lease
The draft lease was reviewed noting the following changes.

Section 1 – Date needs to be changed to August 1, 2022, to line up with the Youth Center Lease review
Section 2- Remove rooms 20W and 21W as they are not agreed upon spaces. 18W should be use for the bathroom only however there is a current office set up.
Section 3 - Change lease expiration to August 1, 2022
Section 5 – Change amount to $25,000 due to the increase in space and services provided
Section 8 – Add that the space should be left in the original condition
Section 11C – Add room 18W

There was discussion about the school expenses and custodian/caretaker services being a $65,000 expense to the town, the amount of trash removal that takes extra highway worker hours, and the rooms being used for district record retention in the old wing. J. Morse to send revision to the lease agreement to the school committee requesting a meeting. There was discussion on using Cares Act funding to expand the Cheshire Food Pantry into the cafeteria as the space in the Community Center is no longer functioning for the number of patrons utilizing the pantry. J. Morse will see if this is a valid use of the funds.

6. Town Administrator Updates
A weekly update was provided to the board, in addition.

A Special Town meeting will need to be held to address FY21 invoices – J. Morse to send a list of vendors and amounts to the board.

Stafford Green Inspection - J. Morse inquired as to which boards/departments should be included in the site visit to Stafford Green noting that section 13 of the orders imply it should be the Planning board and Enforcement Officer. J. Morse will coordinate a posted meeting between the Planning Board, Board of Selectmen and Building Commissioner.

"Salary" Confusion - J. Morse asked for the board input on "salaried" employees and there was discussion regarding "comp time" and employee benefits. The personnel manual is a work in progress and will need to make clear the policy for salaried and stipend employees.

Accountant Office - the renovations to the accountant office space are complete minus the blinds.

MassWorks Funds - J. Morse gave kudos to the Highway Superintendent for working to get the invoices paid so the reimbursement request could be submitted timely.

Solitude Lake Management Invoice - The invoice for the town share of the weed removal has been received. J. Morse noted that Solitude had not responded. There was discussion about the HLD contacting Solitude Lake Management for an explanation as to why services were not rendered. R. Killeen suggested that the payment be held until they meet the obligation. M. Biagini wants town approval on any future contracts that are funded with taxpayers' funds.
A motion was made by M. Francesconi and seconded by M. Biagini to withhold payment due to breach of contract until a resolution is found.
Roll Call Vote: J. Levesque – Yes; S. McGrath – Yes; R. Killeen – Yes; M. Biagini – Yes; M. Francesconi – Yes
Motion Carries: 5-0

Grants - J. Morse shared that the Town has received funding through the Best Practices Program for two projects. The first will be for Financial Policies with the Ed Collins Center at UMASS Boston in the amount of $13,500. The second is a grant for the Planning Board to review with a contracted changes and new bylaws relating to adding an overlay district for properties around the Hoosac Lake, accessory dwelling, or in-law apartments; allowance of small houses; revisit the area encompassed by the Residential and Agricultural districts, frontage restrictions, elderly housing with the intent of creating opportunities for economic development, housing accessibility and job creation. This zoning bylaw grant is in the amount of $15,000.

7. **Announcements for Board Members**
   M. Francesconi noted that the pickleball court is in the works in the Saint Mary's parking lot.
   S. McGrath wondered about the Route 8 mural and the progress; Peter Traub noted that they are working on it.
   S. McGrath noted that the accountant emailed the financial reports today and seems to be confused about the request for information regarding prior year expenses. J. Morse will follow up with the accountant.

8. **Public Comment**
   Peter Traub asked for an update to the private donor meeting that M. Francesconi had attended. She noted that the committee is made up of six individuals who are working with the donor to brainstorm ideas that will present Cheshire Pride. One thought was to fund the Community Clean Up day by providing food and drinks for those who participate. S. McGrath suggested an expansion to the mural project by adding benches, picnic tables etc.

   John Tremblay suggested that the Board be prepared for the lease discussion by having the Square Footage and reasonable commercial rates available.

9. **Adjournment** - A motion was made by M. Biagini and seconded by J. Levesque to adjourn the meeting at 8:50 p.m.
   Roll Call Vote – All members yes – motion carried.

Respectfully Submitted,
Jennifer Morse
Town Administrator
September 8, 2021

Document List

1. Agenda – September 7, 2021
2. Minutes - August 24, 2021
3. Minutes – August 31, 2021
4. Minutes – June 22, 2021
5. Pole Hearing Documents – Lanesborough Road
6. Shadowland Cove Documents
7. Route 8 – Water Project Gelleher Enterprises Contract
8. Cheshire Elementary School – District Lease Draft
9. Department Report – Council on Aging
10. Memo regarding Deadline Extension for Cares Act Funds.
11. Letter regarding Inspection at Youth Center dated September 1, 2021
12. Letter from DOR regarding change to BOA Field Rep.

Approved: 9/21/21

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 Agenda – September 7, 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. ***Pole Hearing – 6:30 p.m.***
   Massachusetts Electric Company d/b/a National Grid and Verizon New, Inc. is requesting permission to locate poles, wires and fixtures, including the necessary sustaining and protecting fixtures along and across the following public way: Lanesborough Road – National Grid to install (3) JO Poles 18-50, 19-50 and 20-50 on Lanesborough Road beginning at the point approx. 150 feet Northeast of the centerline of the intersection of Shadowland Cove Rd and continuing approximately 562 feet in a northeast direction, side of road. Addressing long wire space. Replacing junction pole #21 with 45/2.
2. ***Shadowland Cove- Stormwater Drainage***
3. ***Department Reports***
4. ***Minutes – August 24, 2021, August 31,2021, June 22, 2021***
5. ***Discussion/Decision Items***
   a. MVP Core Team Appointment – Bill Lewis, Mike Alibozek
   b. Route 8 Water Project – Contract
   c. Cheshire Elementary School – District Lease
6. ***Town Administrator Updates***
7. ***Public Comment***
8. ***Announcements from Board members***
9. ***Any other business not reasonably anticipated 48 hours prior to the meeting.***
10. ***Adjournment***
11. ***Next Meeting: September 14, 2021 Tax Classification Hearing & Joint Planning Board Meeting.***

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

Submitted by: Jennifer Morse – Town Administrator 9/2/2021 @ 11:45 a.m.

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

Minutes

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 – August 24, 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 24, 2021, at 6:30 PM.

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

Others Present: Jennifer Morse, Town Administrator; Peter Traub; Liseann Karandisecky; Francis Willett; John Tremblay (remote), Sonia Orenstein; Craig Kahn; Tom Francesconi, Fire Chief; Tim Garner, Police Chief, Brian Duval, Travis Fachini

M. Francesconi called the meeting to order at 6:31 p.m.

1. Building Commissioner/ Zoning Enforcement Officer/ ADA Compliance Officer Interviews
Travis Fachini joined the board at 6:30 p.m. and answer a series of questions posed by the board members. Brian Duval joined the board at 7:16 p.m. and answered the same series of questions posted by the board members.

2. Department Reports

A. Police Department - Chief Garner joined the board to give an update on the Police Department. A telephone line is needed for the station to run the call back system for the elderly, J. Morse will follow-up with the accountant. The garage doors are waiting for a part which is why the cruisers are parked outside. Chief explained the Bridge Academy and what is known about the new mandated training. All officers are now trained in Narcan and have it available in the cruiser. Discussion on hiring two part time officers to fill the vacancies. Chief will get J. Morse the job description he has on file and the positions will be posted.

B. Fire Chief - Chief Francesconi noted to date there have been 258 calls and if they stay on pace, it will be a record year, further that most of the calls are medical related. Membership is down which is a trend across the country and the main topic at the Berkshire Chief's meeting, discussion on recruitment. Adams Ambulance continues to work out of the Fire Station, Monday – Friday from 8 a.m. – 4 p.m. with one paramedic and one basic EMT. Cheshire Fire works with Adams and Lanesborough on automatic aid fire calls there has been discussion at the county level regarding regionalization. Narcan training has been completed and after a lot of paperwork is in use in the Fire Department, one life has already been saved by having Narcan. Engine 1 – had a large repair of $8,000 due to a frozen pump, Engine 2 – pump is being replaced and after extensive testing will be picked up next week the total cost was $20,000, Brush Truck - money has been appropriated and the Chief is working with Bob Navin to find a

used truck. Discussion on the condition of the station and the need for an assessment of the building prior to any repairs or renovations. The Chief was asked about any upcoming mandates – Chief was unaware of any coming but shared that Massachusetts is an OSHA state and that full physicals must be done prior to fire fighters utilizing SCBA's (Self Contained Breathing Apparatus).

3. Discussion/Decision Items (Due to time M. Francesconi moved items on the agenda)

a. Lake District and Solitude Lake Management Contract - Discussion on the contract with Solitude Lake Management and the lack of the company to meet target dates for treatment. Only two treatments (1 full and 2 half) have been completed. M. Francesconi was not comfortable paying the Town portion of the invoice if the services were not rendered. J. Morse pointed out that the contract was between Solitude Lake Management and the Hoosac Lake District (HLD), and the town reimburses the HLD. After discussion it was decided that J. Morse will reach out to Solitude to discuss payment and services and will report back to the BoS and HLD.

There was also discussion on changing vendors and that the BOS should have a seat at the table when discussing a new contract with the new vendor. The current contract with Solitude Lake Management ends on December 31, 2021. Lake and Pond Solutions will be coming to Cheshire on September 21, 2021, to tour the lake with the HLD and then there will be a meeting to discuss the contract at 4 p.m.

Mr. Keyes was present and inquired about the sediment in the Shadowland Cove and issue that had been discussed several months ago. M. Francesconi shared that the results were inconclusive regarding the source of the sediment with not enough evidence for the town to take responsibility. M. Francesconi further said that this would be placed on the next agenda so documents could be reviewed by the entire board prior to any further discussion.

b. Mass Yield Cultivation, Host Community Agreement – Sonia Orenstein and Craig Kahn were available for the discussion. J. Levesque felt that the Pittsfield agreement was better written than the last one the town did and asked about the payment terms and conditions. Sonia said that they are required to give back to the community and could help above and beyond the fees, using the telephone line at the Police Station as an example of projects they could support. Sonia further said that the goal is to start producing quality product next spring and eventually add greenhouse for a four season grow, further sharing that two payment per year would be preferable. Since the last meeting Mass Yield has obtained their full license from the CCC and has plants growing inside in Pittsfield R. Killeen stated that he would hate for the town to sell out to gain a buck. M. Francesconi feels like six licenses is to many for the Town but sees the potential to harness the energy coming from the industry. All board members agreed that it is a good location and Mass Yield Cultivation invited all members to tour the location.

There was further discussion about education opportunities including possible garden plots, classes, and hydroponic methods. It was agreed that a "Workshop" meeting will be called for 8/31/21 at 6:30 p.m. to work on the details of the Host Community Agreement.

4. Minutes – August 17, 2021

August 17, 2021 – *A motion was made by M. Francesconi and seconded by M. Biagini to accept the meeting minutes of August 17, 2021, as presented*

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

5. Discussion/Decision Items

c. FY2020 Audit- J. Morse ran through the Management Letter noting that many of the recommendation have been implemented. 1. Water Department has put new procedures into place for deposit and receipts,

the clerk was already copying all check and maintaining a log of receipts. 2. Capital Assets will take a little more work and J. Morse has asked the auditors for examples of formal policies and procedures as well as a track form for Capital Assets. It was noted that the Finance Committee has the beginnings of such a document. 3. Payroll suggestions have been completed. 4. Indirect Costs should be reviewed and possibly implemented for FY23. Currently the accountant tracks abated town water bills vs. Water Dept expenses and makes a journal entry at the end of the fiscal year.

d. Employee/Volunteer Reimbursement Policy - A motion was made by M. Francesconi and seconded by J. Levesque to adopt the Employee/Volunteer Reimbursement Policy with one correction.
Roll Call Vote: J. Levesque – Yes; S. McGrath – Yes; R. Killeen – Yes; M. Biagini – Yes; M. Francesconi – Yes
Motion Carries: 5-0

e. Job Descriptions – Accountant, Assessors Administrator, ZBA Clerk

J. Morse confirmed that all the job descriptions have been reviewed by the person who currently holds the position.

*A motion was made by M. Francesconi and seconded by J. Levesque to approve the **Accountant** Job Description.*
Roll Call Vote: J. Levesque – Yes; S. McGrath – Yes; R. Killeen – Yes; M. Biagini – Yes; M. Francesconi – Yes
Motion Carries: 5-0

*A motion was made by M. Francesconi and seconded by J. Levesque to approve the **Assessors Administrator** Job Description*
Roll Call Vote: J. Levesque – Yes; S. McGrath – Yes; R. Killeen – Yes; M. Biagini – Yes; M. Francesconi – Yes
Motion Carries: 5-0

*A motion was made by M. Francesconi and seconded by J. Levesque to approve the **Zoning Board of Appeals Clerk J**ob Description.*
Roll Call Vote: J. Levesque – Yes; S. McGrath – Yes; R. Killeen – Yes; M. Biagini – Yes; M. Francesconi – Yes
Motion Carries: 5-0

f. Community Compact – Best Practices and IT Grant

J. Morse reported that she had spoken with John Tremblay – Finance Committee Chair and is recommending the town apply for the Best Practice Financial Policies grant. She is just waiting for DOR to provide names of consultants that can facilitate the creation of the policies. P. Traub was present and discussed the Planning Board wish to apply for a Best Practice – Housing and Economic looking at Zoning bylaws with the support of Berkshire Regional Planning Commission. J. Morse shared that she had reached out and BRPC quoted a price of $15,000 for such work. Board members questioned the process for such a project and the ability for voters to have a say at Town Meeting.

A motion was made by M. Francesconi and seconded by S. McGrath to authorize the Town Administrator to apply for the Best Practices program for Financial Policies and Housing and Economic (Zoning Bylaws).
Roll Call Vote: J. Levesque – Yes; S. McGrath – Yes; R. Killeen – Yes; M. Biagini – Yes; M. Francesconi – Yes
Motion Carries: 5-0

g. Hoosac Valley Regional School District Lease - The lease has not been received to review. S. McGrath stated that we shouldn't be discussing leases without a true cost to the Town for maintaining the school. J. Morse to work with the accountant to get the information. There was discussion about the accounting software and the capability of assigning project codes. M. Francesconi had contacted the software company and they can do a new Chart of Accounts with Project codes. J. Morse will discuss with the accountant.

6. Temporary Custodian/Caretaker Appointment
J. Morse shared that the applicant who the board appointed at the last meeting had withdrawn his application and the Highway Super after meeting with Ryan Stupplebeen is recommending him for the position.

A motion was made by M. Francesconi and seconded by S. McGrath to appoint Ryan Stupplebeen as Temporary Custodian/Caretaker.
Roll Call Vote: J. Levesque – Yes; S. McGrath – Yes; R. Killeen – Yes; M. Biagini – Yes; M. Francesconi – Yes
Motion Carries: 5-0

7. **Town Administrator Updates**
A weekly update was provided to the board, in addition.
One Day Liquor License – Cheshire Rod and Gun Club for the following dates: September 4, September 11, September 18, September 25, October 2, and October 26. A fee of $50 will be collected for each date.

A motion was made by M. Francesconi and seconded by S. McGrath to approve the application for one day liquor licenses for the Cheshire Rod and Gun Club.
Roll Call Vote: J. Levesque – Yes; S. McGrath – Yes; R. Killeen – Yes; M. Biagini – Yes; M. Francesconi – Yes
Motion Carries: 5-0

MVP Core Team - Bill Lewis has agreed to serve on the committee and a police representative will also be appointed, this will be added to the next agenda.

Accountant Office - The accountant office will be painted later in the week and the floor will be replaced, until the renovations are complete the accountant will be relocated to the Annex.

8. **Announcements for Board Members**
J. Levesque reported that Pine Valley changed ownership and there was discussion about the condition of the roads and that there is a request for sidewalks.
M. Francesconi wanted to thank the Emergency Management Committee for the work done to prepare for Tropical Storm Henri. A meeting will be scheduled on a workshop night to meet with the committee to discuss emergency preparedness.
R. Killeen shared that he had been approached by Carol Francesconi to move the election to the cafeteria at the school, discussion on lack of heat and bathroom facilities.
M. Francesconi mentioned that the "mansion" on Route 8 was to be auctioned on Friday 8/27.

9. **Building Commissioner/Zoning Enforcement Officer/ADA Compliance Position**
Discussion on the two candidates and their qualifications. The board will add a decision regarding the position to the agenda for the next meeting.

10. **Public Comment**
John Tremblay felt that the town should be prepared for purchasing buildings such as securing properties for future economic development.

11. **Adjournment** - A motion was made by M. Biagini and seconded by J. Levesque to adjourn the meeting at 10:48 p.m.
Roll Call Vote – All members yes – motion carried.

Respectfully Submitted,
Jennifer Morse
Town Administrator
August 25, 2021

Document List

1. Agenda – August 24, 2021
2. Travis Fachini Resume
3. Brian Duval Resume
4. Minutes – August 17, 2021
5. Audit Management Letter
6. Reimbursement Policy
7. Accountant Job Description
8. Assessors Administrator Job Description
9. Zoning Board of Appeals Clerk Job Description
10. Solitude Lake Management Contract
11. Letter dated 8/10/21 from NBVRSD
12. Letter dated 8/4/21 from Depart of Telecommunications and Cable

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 – August 31, 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 31, 2021, at 6:30 PM.

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

Others Present: Jennifer Morse, Town Administrator; Peter Traub; John Tremblay (remote), Sonia Orenstein; Craig Kahn; Jessica Wells (remote); Karen Kruszyna (remote); Katherine Bierwas; Greg Fournier, I-Berkshires; Dick Lindsay, Berkshire Eagle; Ron Lancia.

M. Francesconi called the meeting to order at 6:31 p.m.

1. Host Community Agreement – Mass Yield Cultivation

Sonia Orenstein, Craig Kahn, Jessica Wells and Katherine Bierwas joined the board to discuss the DRAFT host community agreement.

Section 1 – A. Community Impact Fee - Discussion regarding the community impact fee and payments. J. Levesque suggested that payments commence for years 2-6. Katherine Bierwas will check with the CCC to get clarification if that is possible or if the agreement must be for years 1-5.

Section 1 – B. Additional Cost, Payments and Reimbursements- The Board clarified that these fees are prior obtaining a Special Permit and the start of the project.

Section 1 – C. Community Development and Other Benefits: S. McGrath suggested a donation to the Hoosac School gardening club and/or an Annual Scholarship to a student pursuing a college degree in agriculture. There was further discuss on a Community Garden. Katherine Bierwas stated that many entities who get federal funds may not accept the donation. There was discussion about a donation to the Cheshire Garden Club or the Cheshire Community Association.

Section 7 - Term Discussion on the language in the second paragraph changing one year to two years from the date from the date of the agreement with an extension of up to one- year.

There was further discussion about Community Impact Fee with both parties agreeing on a minimum guaranteed fee of $20,000 per year or 3%.

2. Building Commissioner Position

Discussion regarding both applicants and the vision the board has for the board including availability, willingness to update the board, team approach and support/mentoring for overall growth of the community. Members

noted that they were torn about the decision. There was discussion about the timeline for certification, community/town staff experiences, zoning experience, and longevity/succession.
A motion was made by R. Killeen and seconded by J. Levesque to appoint Travis Fachini to the Building Commissioner position and repost the local inspector position.
Roll Call Vote: J. Levesque – Yes; S. McGrath – Yes; R. Killeen – Yes; M. Biagini – Yes, M. Francesconi – Yes
Motion Passes: 5-0

M. Francesconi noted that Brian Duval filled a need, and his services were very much appreciated. Michelle will draft a letter to Mr. Duval notifying him of the choice and that it was not a simple decision.

3. Unanticipated Business
Community Center Use - Barry Emery reached out regarding the use of the Community Center on September 20, 2021, at 6:30 p.m. for a historical presentation. Conversation ensued about the use of all town buildings and having a central person to schedule events/meetings. After discussion it was decided that the Town Administrator will manage the use of buildings with the Town website calendar.

A driveway permit was received from B&B Construction for property owned by Michael and Sara Brisette on Stafford Hill Road. The Highway Superintendent has approved.
A motion was made by M. Francesconi and seconded by M. Biagini to approve the driveway permit.
Roll Call Vote: J. Levesque – Yes; S. McGrath – Yes; R. Killeen – Yes; M. Biagini – Yes, M. Francesconi – Yes
Motion Passes: 5-0

S. McGrath inquired about an inspection at Stafford Green to ensure that the conditions are being met, J. Morse will send a letter to the property owner regarding a site inspection on September 28, 2021

M. Biagini was approached regarding the flag at the Community Center which has been replaced with a Welcome Flag. Peter Traub stated that the flag had been removed since there was no town wide policy. The board agreed that the American Flag needs to be rehung and asked J. Morse to inquire with the Police Chief if that is something the police could oversee.

M. Biagini asked if the Harbormaster has received the logbooks from the former Harbormaster. J. Morse will follow up.

R. Killeen requested that the Water Department attend the next meeting to discuss upcoming water projects. M. Francesconi updated the board on the meeting last week with Berkshire Engineering, one water commissioner, one member of the Board of Selectmen, the Water Superintendent, Town Administrator and Highway Superintendent regarding Depot Street water and resurfacing project.

4. **Adjournment** - A motion was made by M. Biagini and seconded by J. Levesque to adjourn the meeting at 8:57 p.m.
   Roll Call Vote – All members yes – motion carried.

Respectfully Submitted,
Jennifer Morse
Town Administrator
September 1, 2021

Document List

1. Agenda – August 31, 2021
2. DRAFT – Host Community Agreement

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 – June 22, 2021

Members Present: Michelle Francesconi, Chair
Jason Levesque, Emergency Services Liaison
Shawn McGrath
Mark Biagini, Clerk
Raymond Killeen

Others Present: Mark Webber, Interim Town Administrator
Noelle M Pandell, Interim Administrative Assistant
Robert Navin, Highway Department

This was a hybrid meeting with people attending in person and via Go-To-Meeting.

M. Francesconi opened the meeting at 6:32 pm.

Ms. Francesconi noted that this is the first hybrid meeting with in-person attendance as well as Go-To-Meeting.

Ms. Francesconi acknowledged the members of the Board present at the meeting.

1. **To hear and act on Minutes from prior meeting(s)**
   a. **May 18, 2021** – tabled until the next meeting.

2. **Department Reports**
   a. **Highway Department –** R. Navin gave an update on what the Highway Department has been working on, which included working to get the patch work done, keeping up with the mowing, looking to adding guardrails to Wells Road near the outlook. A question was asked if the restrictive parking signs had been ordered for Boat Parking Only and R. Navin said they had been, and the signs should be in within a week or so.

3. **Old Business**
   a. **Follow up discussion regarding Town Accountant's work schedule**
   M. Francesconi advised that R. Herzog and L. Lemanski requested to have L. Lemanski's Thursday hours move to a more convenient time for the two of them to work together. R Herzog said that she does payroll on the weekends, and she needs to work with L. Lemanski when she does payroll. Following some discussion, *M. Biagini made a motion to allow the Town Account to work ½ day in the office and ½ day at home on the weekend only on payroll weeks – seconded by M. Francesconi –* ***Roll Call Vote – 4 – 1 abstention by R. Killeen - motion carried***

4. **New Business**

a. Route 8 Mural Presentation

M. Francesconi said that she sent the Board information on the Route 8 Mural. Maureen (?) said that the permit for the mural is still pending but they should know by July 6, 2021. She said that this is a beautification project for the area and there will be a plaque with information. She said the Town will have to vote on the image. She will include the high school students because she feels that if they are involved then they will be less likely to deface it. Maureen said that the theme is natural wildlife. Some discussion followed.

b. Discussion and potential discussion regarding locking in price for heating oil

R. Navin advised that he called five different oil companies and two of them wouldn't give prices because it was too early, and one company never responded. The two companies that did respond were:

1. West Oil quoted $2.4847/gallon for the school, town hall and police department;
2. Lipton Oil quoted $2.359/gallon for the school and $2.419/gallon for the school and the police department.

Discussion followed and *M. Francesconi made a motion to lock in oil prices with Lipton Oil – seconded by M. Biagini –* ***Roll Call Vote – All members yes – motion carried***

c. Discussion and potential decision regarding the Custodian/Caretaker position

R. Navin advised that the Custodian/Caretaker is out on medical leave for at least 2-3 months. He said the Highway Department has picked up his duties, but it is putting a strain on the Highway Department – Following some discussion regarding options, *M. Francesconi made a motion to post the position and state that it is a temporary position and also get quotes for services – seconded by J. Levesque* ***– Roll Call Vote – All members yes – motion carried***

d. Appointments – two seats on Planning Board expiring at the Annual Town Election 2022

M. Francesconi made a motion to appoint Dan Skorcz to the Planning Board until 2022 – seconded by M. Biagini – ***Roll Call Vote – All members yes – motion carried***

M. Francesconi made a motion to appoint Dick Shultz to the Planning Board until 2022 – seconded by S. McGrath – ***Roll Call Vote – All members yes – motion carried***

e. Discussion and potential decision on the Supplemental Tax Assessment on New Construction – requested by the Board of Assessors

Robin from the Assessor's Office was present at the meeting and advised that IGR municipal law changed and forced a supplemental tax assessment on new construction unless it is rescinded by the Board of Selectmen. Robin, on behalf of the Board of Assessor's requested that the Board rescind the Supplemental Tax Assessment on new construction. Discussion followed and *M. Francesconi made a motion to rescind the Supplemental Tax Assessment on new construction – seconded by M. Biagini –* ***Roll Call Vote – All members yes – motion carried***

5. New Business

a. Annual Appointment List

The Board reviewed the Annual Appointment List, and they postponed the following appointments: Town Administrator, BRTA Representative and Chief Procurement Officer. The following positions were set aside and taken up separately. M*. Francesconi made a motion to appoint all positions not set aside and discussed below – seconded by M. Biagini –* ***Roll Call Vote – All members yes – Motion carried***

Rent Control Board – Other communities have others outside of the Board act as the Rent Control Board – following a brief discussion, *M. Francesconi made a motion to appoint the Board of Selectmen as the Rent Control Board – seconded by S. McGrath –* ***Roll Call Vote – All members yes – motion carried***

Following discussion regarding the Building Commissioner, Local Building Inspector, ADA Coordinator, Zoning Enforcement Officer, Gas Inspector and the Plumbing Inspector, M. Francesconi said she would contact Town Counsel regarding these positions.

There was a question as to why the following positions needed to be appointed annually the three Captain positions, the EMS Captain, and the 15 firefighter positions and the NREMT position; it was noted that the insurance company often asks for a roster and right now the Town doesn't know who is on the fire department. If the positions are appointed annually, it protects the Town. Following some discussion, *M. Francesconi made a motion to approve all positions under the Fire Department that were set aside – seconded by J. Levesque –* ***Roll Call Vote – All members yes – motion carried***

Municipal Vulnerability Program Core Team – *M. Francesconi made a motion to replace Mark Webber with Town Administrator – seconded by S. McGrath –* ***Roll Call Vote – All members yes – motion carried***

Recreation Committee - M. Biagini said that member Andrew Kechel went to him because he is selling his house and moving out of town, and he was told that he needs to live in town to be on the committee. M. Webber said that there is no statute or bylaw that says you have to be a resident in order to be on the committee. *M. Francesconi made a motion to appoint Andrew Kechel to the Recreation Committee – seconded by R. Killeen –* ***Roll Call Vote – All members yes – motion carried***

Assistant Election Official – Ronald Lancia – M. Francesconi said she hadn't seen this position and she thinks it needs to be enacted. Following a brief discussion, the Board agreed to postpone this position pending more information.

Farm Commissioner – Mark Warner - *M. Francesconi made a motion to not reappoint Mark Warner as he has an active lawsuit against the Town – seconded by J. Levesque –* ***Roll Call Vote – 3 – 2 abstentions by R. Killeen and M. Biagini – motion carried***

Historical Commission – Alternate – Jarod Martin – At the request of the Historical Commission, *M. Francesconi made a motion to appoint Jarod Martin as an alternate member of the Historical Commission – seconded by M. Biagini –* ***Roll Call Vote – All members yes – motion carried***

Right -to-Know Coordinator – Richard Francesconi – M. Francesconi advised that Richard Francesconi is not interested in holding this position after finding out the duties. M. Francesconi suggested asking the Board of Health to assign a member of the BOH to this position. For now, the position is vacant.

Complete Streets Committee and MPI Committee Member– Edmund R. St. John, IV – *M. Francesconi made a motion to replace Edmund R. St. John, IV with Town Administrator –* ***Roll Call Vote – All members yes – motion carried***

Town Administrator Screening Committee – *S. McGrath made a motion to dissolve the Town Administrator Screening Committee – seconded by M. Francesconi – Roll Call Vote – All members yes – motion carried*

Mohawk Trail Woodlands Partnership – Cheshire Resident – Fred Jayko – *M. Francesconi made a motion to not appoint Fred Jayko to the Mohawk Trail Woodlands Partnership – seconded by J. Levesque –* ***Roll Call Vote – All members yes – motion carried***

Keeper of the Flags – Stephen LaFogg – *M. Francesconi made a motion to review this position – seconded by J. Levesque –* ***Roll Call Vote – All members yes – motion carried***

6. **Public Comment Period**

R. Navin said that having the Town Accountant in Town Hall is extremely helpful to department heads.

With regard to annual appointments, the Board can simply appoint or not appoint but if the majority of the Board wants an Executive Session, we can have one. *S. McGrath made a motion to Enter into Executive Session to discuss the Building Inspector and related positions and to reconvene in Open Session – seconded by R. Killeen –* ***Roll Call Vote – 3 yes - 2 no by J. Levesque and M. Francesconi – motion carried***

The Board reconvened Open Session.

7. **Announcements from Board Members**

M. Biagini said the Town Clerk asked if the debt exclusion vote was going to be on a weekend or weekday. Last year it was on a Saturday and it's normally for 6-hours. M. Webber said that the Town Clerk anticipated that it will be the 2nd or 3rd week of August. Following a brief discussion, the Board agreed to have M. Francesconi ask for a different time frame on a weekday from 1 pm – 7 pm. M. Francesconi said she will put this on the next meeting agenda.

R. Killeen asked when annual licenses are done, and the Board advised that they are done at the end of the calendar year.

M. Francesconi said she is waiting for invoices for the work done at Town Hall so the money will need to be carried over. M. Webber said that a request needs to go to the Town Accountant asking to carry over the money.

M. Francesconi also asked about supplemental heat to bathrooms in this corridor of the Cheshire Elementary School building and R. Navin said everything would have to be turned on.

8. **Any Other Business Not Reasonably Anticipated 48-hours Prior to the Meeting -** None

9. **Executive Session**
   a. *M. Francesconi made a motion to enter into Executive Session to discuss strategy with respect to collective bargaining or litigation if an open meeting ma have a detrimental effect on the bargaining or litigating positions of the public party and the chair so declares (insurance settlement) and will exit session only to enter another Executive session – seconded by M. Biagini –* ***Roll Call Vote – All members yes – motion carried***

At 8:41 pm, the Board reconvened the Open Session.

b. *M. Francesconi made a motion to enter into Executive Session to discuss strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel (Town Administrator contract) and will enter Open Session solely to adjourn – seconded by J. Levesque –* ***Roll Cal Vote – All members yes – motion carried***

10. **Adjournment** – *M. Biagini made a motion to adjourn the meeting at 9:31 pm – seconded by J. Levesque –* ***Roll Call Vote – All members yes –*** *Motion carried*

Respectfully submitted,

Noelle M. Pandell

Pole Hearing

Questions contact - Donald Taggart 413-207-5620

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the Board of Selectmen
Of Cheshire, Massachusetts

Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Lanesboro Rd. - National Grid to install (3) JO poles 18-50, 19-50 and 20-50 on Lanesboro Rd. beginning at a point approximately 150 feet northeast of the centerline of the intersection of Shadowland Cove Rd. and continuing approximately 562 feet in a northeast direction; side of road. Addressing long wire spans. Replacing junction pole # 21 with 45/2.

Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Lanesboro Rd. - Cheshire, Massachusetts.

30321760

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

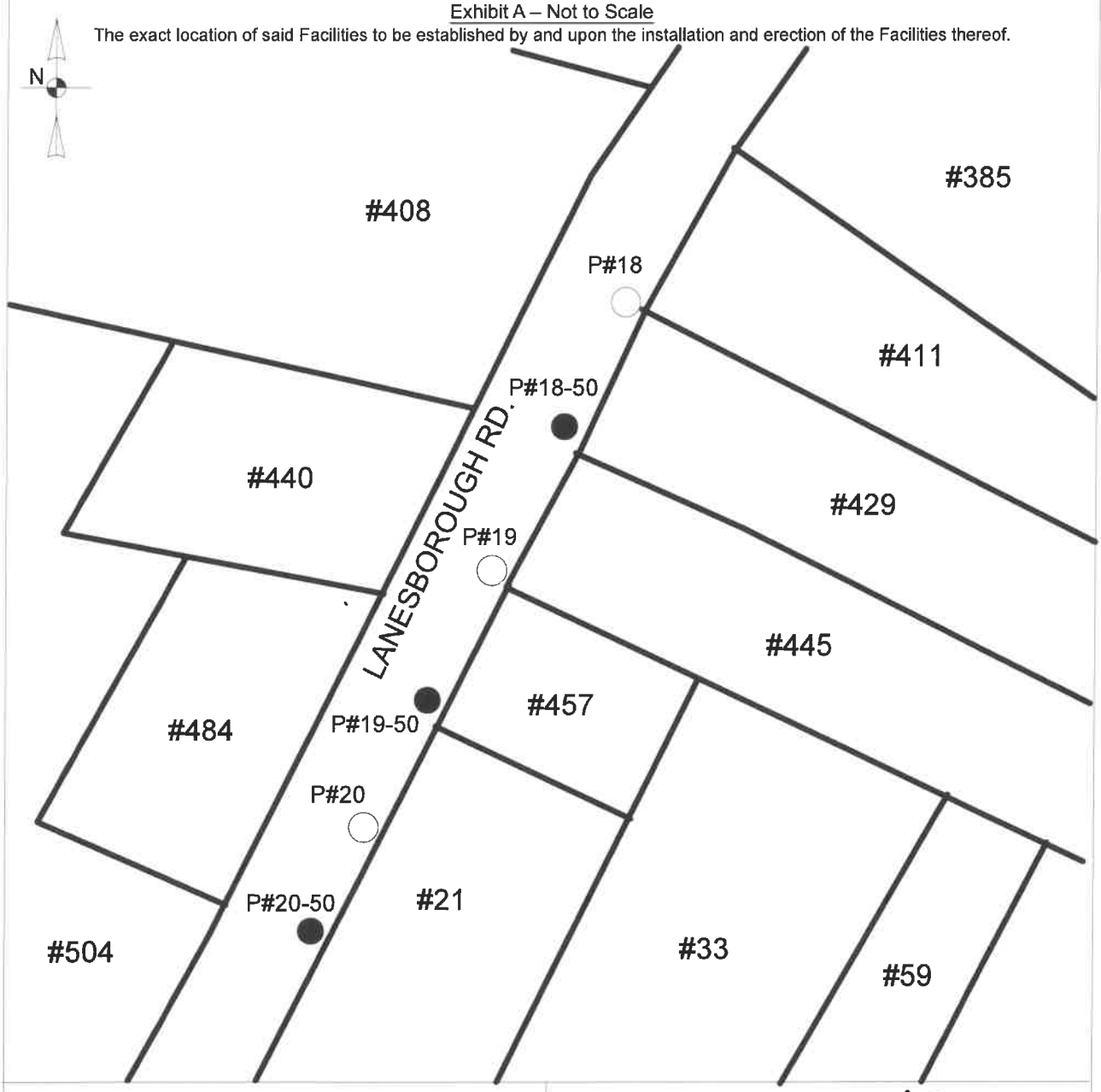
Massachusetts Electric Company d/b/a
NATIONAL GRID Jim Kehrer/lla
BY _____
Engineering Department

VERIZON NEW ENGLAND, INC.
BY Albert E. Bessette
Manager / Right of Way

Dated: June 28, 2021

Exhibit A – Not to Scale

The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.



JOINT OWNED POLE PETITION

- Proposed NGRID JO Pole Locations
- Existing NGRID Pole Locations
- Proposed J.O. Pole Locations
- Existing J.O. Pole Locations
- Existing Telephone Co. Pole Locations
- Proposed JO Anchor
- Existing JO Anchor

DISTANCES ARE APPROXIMATE

nationalgrid
And
Verizon New England, Inc.

Date: 2021

Plan Number: WR# 30321760

To Accompany Petition Dated:

To The: TOWN **Of** CHESHIRE

For Proposed: JO **Pole:** # P#20-50,19-50,18-50 **Location:** SIDE OF ROAD

Date Of Original Grant:

Shadowland Cove

Stockman LLC Associates

MEMORANDUM

TO: MR. EDMUND ST. JOHN IV
FROM: MS. EMILY STOCKMAN (STOCKMAN ASSOCIATES LLC)
SUBJECT: STORMWATER DRAINAGE SHADOWLAND COVE
DATE: JUNE 9, 2020

Shadowland Cove Stormwater Review Summary

The following memorandum has been prepared to summarize the review of specific documents regarding past (1999) permitting for proposed drainage works by the Town of Cheshire to address sedimentation issues within the Shadowland Cove neighborhood. The memorandum also addresses potential next steps regarding future management, more specifically, permitting under the Massachusetts Wetland Protection Act (M.G.L. c. 131 §40) and its regulations (310 CMR 10.00).

1) In October of 1999 the Cheshire Conservation Commission issued a Determination of Applicability approving the Request for Determination of Applicability (RDA) prepared by Foresight Land Services and filed for the Town of Cheshire regarding drainage improvements on Shadowland Cove.

    a. The Cheshire Conservation Commission issued a Negative Determination 2. "*The work described in the Request is within an area subject to protection under the Act, but will not alter an Area subject to protection under the Act. Therefore, said work does not require the filing of a Notice of Intent.*"

    b. The approved application (RDA) states that the work is located within Buffer Zone and Riverfront Area associated within Cheshire Lake.

2) Based on information provided by the Town of Cheshire, Article (VI) for a permanent easement for the purpose of installing, constructing and maintaining certain drainage culverts, pipe and ditches was passed unanimously during the June 28, 1999 Annual Town Meeting.

    a. The extent of the easement area depicted on the site plans prepared by Foresight Land Series is limited to a 20' drainage easement through Lot 1 and Lot 2, lands owned by Kenneth Keyes and Tara Leigh Keyes, respectively.

    b. The depicted easement does not appear to include the two deep-sump catch basins located immediately adjacent to Shadowland Cove (northwest and southeast of the road surface). However, based on the 1999 Determination, the Town was granted permission to upgrade the then silted and failing catch basins to improved deep-sump catch basins.

c. It is our understanding that Shadowland Cove is a private way. Therefore, we recommend that ownership of the lands containing the catch basins be further explored.

3) Future maintenance of the drainage structures located within town-owned lands and/or easements may be reviewable as a limited project under 310 CMR 10.53(3)(k), which states "*The routine maintenance and repair of road drainage structures including culverts and catch basins, drainage easements, ditches, watercourses and artificial water conveyances to insure flow capacities which existed on the effective date of 310 CMR 10.51 through 10.60 (April 1, 1983)*"

4) Based on an initial field review and past permitting documentation, the removal of accumulated sediment associated with the outlet of the 1999 drainage system would require work within Bank, Land Under Waterways, Riverfront Area, and Buffer Zone associated with Cheshire Reservoir. Said work would require the filing of a Notice of Intent with the Cheshire Conservation Commission.
5) Based on observations made during the initial field review and documented issues presented in the 1999 RDA, the watershed contributing the Shadowland Cove catch basins contributes a substantial sediment load. Previous attempts to address sediment load appear to have occurred within both private lands and the town drainage easement. An updated watershed assessment as well as an engineering evaluation of the existing drainage system is recommended. Such an assessment would require collaboration with private landowners and the Town of Cheshire, presumably with costs incurred by all parties.

Potential "Next Steps" for Addressing Sedimentation within Cheshire Reservoir

1) Determine/confirm ownership of lands containing the existing deep-sump catch basins.

2) Determine involvement of private landowners within the contributing watershed. Addressing the sediment load will require a collaborative effort. Otherwise, it appears that the Town is limited to the maintenance and repair of the drainage system within the easement.

3) Perform an engineering assessment of the existing drainage system and determine the extent of repairs/improvements needed, if any. Establish a maintenance schedule for the drainage system.

4) Perform an updated resource area delineation, data collection and survey for the preparation of a Notice of Intent (NOI). The project scope for the NOI submittal would include the removal of sediment from Cheshire Reservoir and repairs/improvements/maintenance of the drainage system. Subject to collaboration with private landowners, watershed improvements would be included for work within jurisdictional areas.

5) Determine whether additional permitting is required (i.e. WQC, ACOE) based on the proposed impacts, particularly the dredging of sediment, associated with the proposed project.

GENERAL NOTES

1. Topographic Survey was performed by Foresight Land Services on December 8 2020, using Electronic Total Station with Data Collector.

2. Plan was compiled on a PC-based computer using AutoCAD Civil 3D 2018.

3. Contours are computer-generated interpolations, edited to generally conform to field observations. Contour interval = 1 (one) foot. Contractor shall verify critical elevations and grades in the field prior to construction.

4. Horizontal Datum is based on Magnetic North.

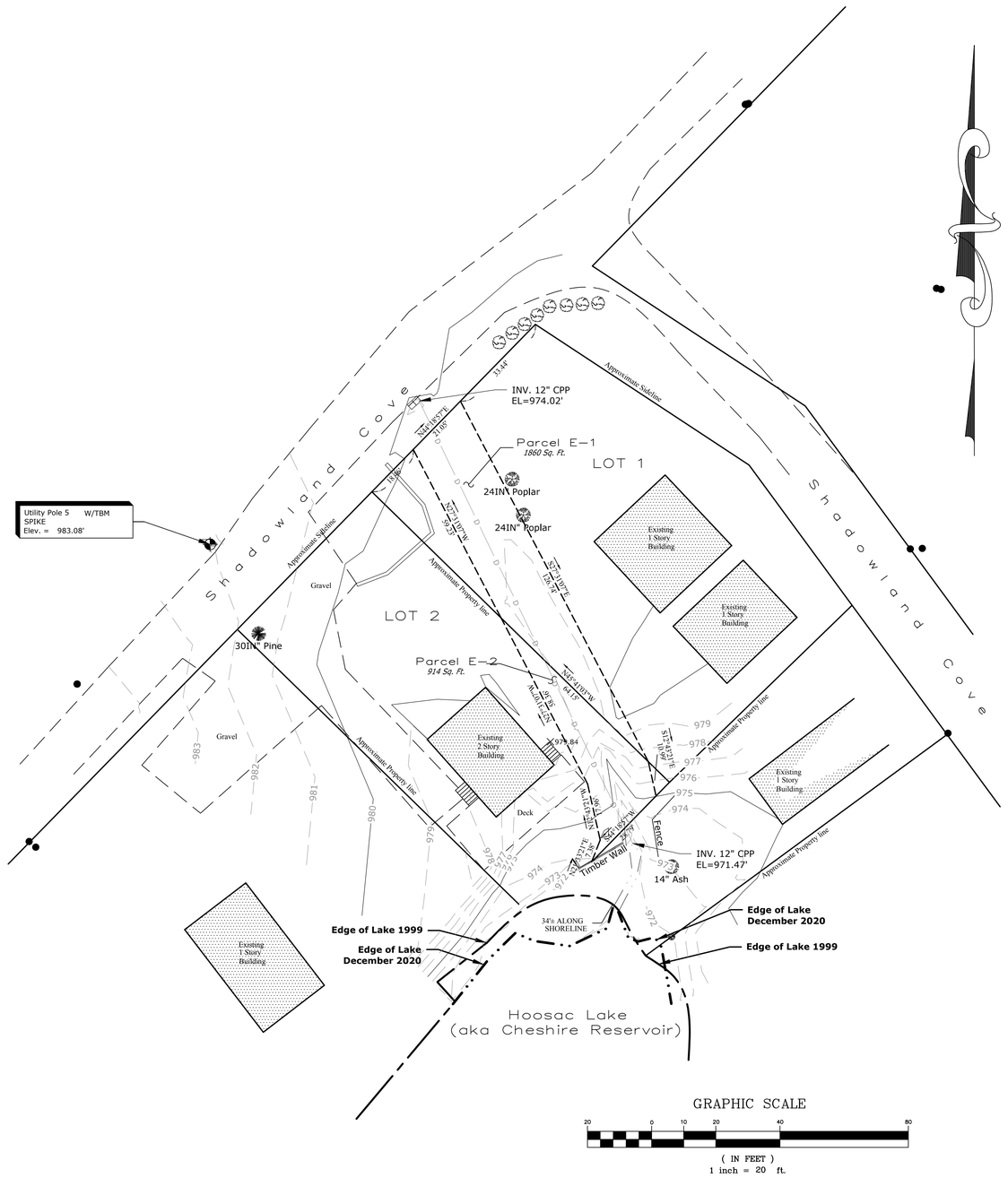
5. Vertical Datum is NAD88.

6. The locations and information about underground pipes, utilities or other structures are compiled from available record data and visible field evidence and are not represented as being exact or complete. Prior to beginning excavation, the excavator shall give adequate advance notice to the Dig Safe Center, the municipal and/or state Public Works Department, and private utility companies, to allow for field location of facilities in the vicinity.

7. If Contractor observes any field conditions which vary significantly from what is shown on these plans, the contractor shall immediately notify the Owner and Engineer for resolution of the conflicting information.

8. The Contractor shall record tie measurements, depths, dimensions, materials, field conditions and other pertinent data about all underground pipes, utilities and structures encountered during the work, both existing and constructed. Contractor shall submit Record drawings with this information to the Owner and Engineer prior to completion of the work.

9. Contractor shall immediately report any damage to existing pipes, utilities, or structures to the Owner and Engineer, and obtain directions as to repair, replacement or abandonment.



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

LEGEND

- IRON PIPE TO BE SET
- BOUND FOUND
- IRON PIPE FOUND
- FENCE
- STONEWALL
- EDGE OF WATER
- EDGE OF GRAVEL
- EASEMENT LINE

LOT 1
RECORD OWNER

Kenneth J. Keyes
and Helen E. Keyes
Book 652 Page 174

LOT 2
RECORD OWNER

Tara Leigh Keyes
Book 859 Page 116

SURVEY PLAN
Prepared For
Town of Cheshire

SHADOWLAND COVE ROAD
CHESHIRE, MA.

FORESIGHT LAND SERVICES
ENGINEERING SURVEYING PLANNING
FORESIGHT LAND SERVICES, INC.
1496 WEST HOUSATONIC STREET - PITTSFIELD, MA 01201
TEL: (413) 499-1560 FAX: (413) 499-3307 WWW.FORESIGHTLAND.COM

SCALE: 1" = 20'	DWN. BY:DMW	CHK. BY: MAL
DATE: February 5, 2021	DWG. NO. E2847-WORKSHEET	
JOB NO. E2847	Layout Tab: W01	

REQUEST FOR DETERMINATION OF APPLICABILITY

Municipal Drainage Improvements

Shadow Land Cove
Cheshire, MA

Applicant:
Cheshire Department of Public Works
6 Main Street
Cheshire, MA 01225

October, 1999

FORESIGHT
LAND SERVICES

ENGINEERING • SURVEYING • PLANNING
Division of Brown Associates, Inc.

130

1999

The Commonwealth of Ma

Copy of Keyes Easement agreement 1999

BERKSHIRE SS.

To either of the Constables of the Town of the County of Berkshire

IN THE NAME OF The Commonwealth of M directed to notify and warn the inhabitants of said Tow and in Town affairs, to meet at the Cheshire Elementary Sch for the Cheshire Annual Town Meeting

191 Church Street in said Cheshire on Monday
the 28th day of June next, at 7:00 o'clo
the after noon, then and there to act on the following articles:—

ARTICLE I: To hear the Annual Report of the Selectmen and other officers and to act thereon.

ARTICLE II: To see if the Town will vote to raise and appropriate from available funds in the t sum or sums of money as may be necessary to defray the ordinary expenses of the Tow ensuing year, and to pay interest on loans maturing during this year, or to take any action in relation thereto.

ARTICLE III: To see if the Town will vote to borrow and appropriate any additional sum or sums of which will be reimbursed by the Commonwealth and/or County under any applicable State Highway Programs for construction, reconstruction or improvements of Town Roads and as requested by the Selectmen, or to take any other action in relation thereto.

ARTICLE IV: To see if the Town will vote to raise and appropriate or appropriate from available the sum of $ 17,000 (seventeen thousand dollars) to be used for certain temporary re to that way known as Shadowland Cove, as recommended by the Board of Selectmen, or t any other action in relation thereto.

Unanimous

ARTICLE V: To see if the Town will vote to authorize the Board of Selectmen to purchase, take by or take by eminent domain a permanent easement, for the purpose of installing, constr and maintaining certain drainage culverts, pipes, ditches, on property owned by Tara Keyes, also known as Tara Leigh Harrington, situate at 102 Shadowland Cove and being particularly described in deed recorded in the Northern Berkshire Registry of Deeds 859, Page 116, and further to vote to raise and appropriate or appropriate from avail funds, a sum of money to pay for same, or take any other action in relation thereto.

Unanimous

ARTICLE VI: To see if the Town will vote to authorize the Board of Selectmen to purchase, take by or take by eminent domain a permanent easement, for the purpose of installing, constr and maintaining certain drainage culverts, pipes, and ditches, on property owned by J. Keyes and Helen E. Keyes, situate at 168 Shadowland Cove, and being more particu described in deed recorded in the Northern Berkshire Registry of Deeds in Book 869, and in deed recorded in the Northern Berkshire Registry of Deeds in Book 652, Page further to vote to raise and appropriate or appropriate from available funds, a sum to pay for same, or take any other action in relation thereto.

$1.00 for easement

Unanimous

ARTICLE VII: To see if the Town will vote to authorize the Board of Selectmen to purchase, take or take by eminent domain a permanent easement, for the purpose of maintaining certa pipes, streams and waterways, on property owned by Pamela St. John, situate at 53 and being more particularly described in deed recorded with the Northern Berkshire of Deeds in Book 881, Page 736 and in deed recorded with the Northern Berkshire Reg in Book 746, Page 750, and further to vote to raise and appropriate or appropriate available funds, a sum of money to pay for same, or take any other action in relati

ARTICLE VIII: To see if the Town will vote to authorize the Board of Selectmen to purchase, take take by eminent domain a permanent easement, for the purpose of maintaining certain pipes, streams and waterways, on property owned by Albina M. Graziani, situate at

Massachusetts Department of Environmental Protection
Bureau of Resource Protection – Wetlands

WPA Form 2 - Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A General Information

From:
Cheshire
Conservation Commission

1. Applicant:
Cheshire Dept. of Public Works
Name of Person Making Request
6 Main Street
Mailing Address
Cheshire
City/Town
MA 01225
State *Zip Code*

2. Property Owner:

Name of Property Owner (if different from applicant)

Mailing Address

City/Town

State *Zip Code*

3. Title and Final Revision Date of Plans and Other Documents:

B Determination

Pursuant to the authority of M.G.L. c. 131, §40, the
Cheshire
Conservation Commission
has considered your Request for a Determination of Applicability, with its supporting documentation, and has made the following Determination regarding:

Shadowland Cove
Street Address
Cheshire 01225
City/Town *Zip Code*

Assessors Map/Plat # *Parcel/Lot #*

WPA Form 2 - Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B Determination (cont.)

The following Determination(s) is/are applicable to the proposed site and/or project relative to the Wetlands Protection Act and Regulations:

Positive Determination
Note: No work within the jurisdiction of the Wetlands Protection Act may proceed until a final Order of Conditions (issued following submittal of a Notice of Intent or Abbreviated Notice of Intent) has been received from the issuing authority (i.e., conservation commission or the Department of Environmental Protection).

☐ 1. The area described on the plan(s) referenced above, which includes all or part of the area described in the Request, is an area subject to protection under the Act. Therefore, any removing, filling, dredging, or altering of that area requires the filing of a Notice of Intent.

☐ 2. The delineations of the boundaries of the resource areas listed directly below, described on the plan(s) referenced above, which includes all or part of the area described in the Request, are confirmed as accurate:

_____

_____

_____

Therefore, the resource area boundaries confirmed in this Determination are binding as to all decisions rendered pursuant to the Wetlands Protection Act and its regulations regarding such boundaries for as long as this Determination is valid. However, the boundaries of resource areas not listed directly above are not confirmed by this Determination, regardless of whether such boundaries are contained on the plans attached to this Determination or to the Request for Determination.

☐ 3. The work described on plan(s) and document(s) referenced above, which includes all or part of the work described in the Request, is within an area subject to protection under the Act and will remove, fill, dredge, or alter that area. Therefore, said work requires the filing of a Notice of Intent.

☐ 4. The work described on plan(s) and document(s) referenced above, which includes all or part of the work described in the Request, is within the Buffer Zone and will alter an Area subject to protection under the Act. Therefore, said work requires the filing of a Notice of Intent.

☐ 5. The area and/or work described on plan(s) and document(s) referenced above, which includes all or part of the work described in the Request, is subject to review and approval by

_____
Name of Municipality

pursuant to the following wetlands law, bylaw, or ordinance (name and citation of law).

_____

_____

_____

☐ 6. The following area and/or work, if any, is subject to municipal bylaw but not subject to the Massachusetts Wetlands Protection Act:

_____

_____

_____

☐ 7. If a Notice of Intent is filed for the work in the Riverfront Area described on plans and documents referenced above, which includes all or part of the work described in the Request, the applicant must consider the following alternatives (Refer to the Wetlands Regulations at 10.58(4)c. for more information about the scope of alternative requirements) :

☐ Alternatives limited to the lot on which the project is located.

☐ Alternatives limited to the lot on which the project is located, the subdivided lots, and any adjacent lots formerly or presently owned by the same owner.

☐ Alternatives limited to the original parcel on which the project is located, the subdivided parcels, any adjacent parcels, and any other land which can reasonably be obtained within the municipality.

☐ Alternatives extend to any sites which can reasonably be obtained within the appropriate region of the state.

WPA Form 2 - Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B Determination (cont.)

Negative Determination

Note: No further action under the Wetlands Protection Act is required by the applicant. However, if the Department of Environmental Protection is requested to issue a Superseding Determination of Applicability, work may not proceed on this project unless the Department fails to act on such request within 35 days of the date the request is postmarked for certified mail or hand delivered to the Department. Work may then proceed at the owner's risk only upon notice to the Department and to the conservation commission. Requirements for requests for Superseding Determinations are listed at the end of this document.

☐ 1. The area described in the Request is not an area subject to protection under the Act or the Buffer Zone.

☒ 2. The work described in the Request is within an area subject to protection under the Act, but will not remove, fill, dredge, or alter that area. Therefore, said work does not require the filing of a Notice of Intent.

☐ 3. The work described in the Request is within the Buffer Zone, as defined in the regulations, but will not alter an Area subject to protection under the Act. Therefore, said work does not require the filing of a Notice of Intent.

☐ 4. The work described in the Request is not within an Area subject to protection under the Act (including the Buffer Zone). Therefore, said work does not require the filing of a Notice of Intent, unless and until said work alters an Area subject to protection under the Act.

☐ 5. The area described in the Request is subject to protection under the Act. Since the work described therein meets the requirements for the following exemption, as specified in the Act and regulations, no Notice of Intent is required:

_____
Exempt Activity

_____

☐ 6. The area and/or work described in the Request is not subject to review and approval by

_____
Name of Municipality

pursuant to a municipal wetlands law, ordinance, or bylaw, (name and citation of bylaw).

_____

_____

_____

C Authorization

This Determination is issued to the applicant and delivered as follows:

☒ by hand delivery on

10/20/99
Date

☐ by certified mail, return receipt requested on

_____
Date

This Determination is valid for three years from the date of issuance (except Determinations for Vegetation Management Plans which are valid for the duration of the Plan).

This Determination does not relieve the applicant from complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.

This Determination must be signed by a majority of the conservation commission. A copy must be sent to the appropriate Department of Environmental Protection regional office (see appendix A) and the property owner (if different from the applicant).

Signatures:

David J Delorey

Carol A Franceschini

Robert S Cutsumpis

_____

_____

_____

_____

10/19/99
Date

The Commonwealth of Massachusetts
Town of Cheshire
Massachusetts 01225

Tel. (413) 743-1690
Fax (413) 743-0389

OFFICE OF THE
BOARD OF SELECTMEN

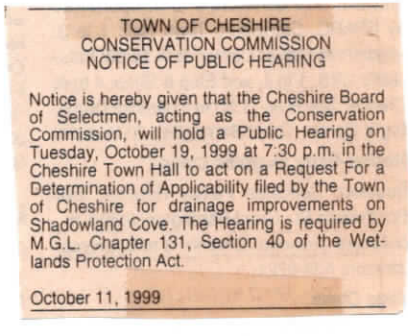
TO: BERKSHIRE EAGLE
ATTENTION: LEGAL DEPT.
FAX: 499-3419
DATE: October 5, 1999
PLEASE CALL TO CONFIRM RECEIPT- Donna L. Turner, 743-1690

TOWN OF CHESHIRE
CONSERVATION COMMISSION
NOTICE OF PUBLIC HEARING

Notice is hereby given that the Cheshire Board of Selectmen, acting as the Conservation Commission, will hold a Public Hearing on Tuesday, October 19, 1999 at 7:30 p.m. in the Cheshire Town Hall to act on a Request For a Determination of Applicability filed by the Town of Cheshire for drainage improvements on Shadowland Cove. The Hearing is required by M.G.L. Chapter 131, Section 40 of the Wetlands Protection Act.

Please publish: Monday October 11, 1999
EAGLE

/dlt



TOWN OF CHESHIRE
CONSERVATION COMMISSION
NOTICE OF PUBLIC HEARING

Notice is hereby given that the Cheshire Board of Selectmen, acting as the Conservation Commission, will hold a Public Hearing on Tuesday, October 19, 1999 at 7:30 p.m. in the Cheshire Town Hall to act on a Request For a Determination of Applicability filed by the Town of Cheshire for drainage improvements on Shadowland Cove. The Hearing is required by M.G.L. Chapter 131, Section 40 of the Wetlands Protection Act.

October 11, 1999

TABLE OF CONTENTS

Supplemental Exhibits to a Request for Determination of Applicability
Submitted to the Cheshire Conservation Commission
for Shadow Land Cove Drainage Improvements

Wetlands Protection Act Form 1 - Request for Determination of Applicability
Attachment A: Stormwater Management Form

Exhibit A ..... *Locus*

- A-1 USGS Location Map, Cheshire Quad, 1988
- A-2 Berkshire County Soils Map, Sheet 13, 1988
- A-3 Massachusetts Natural Heritage Atlas, Cheshire Quad, 97-98
- A-4 National Flood Insurance Program Map, Cheshire, # 250019 004 B & 250019 005, July 19, 1982

Exhibit B ..... Project Narrative, Foresight Land Services, 10/5/1999

Exhibit C ..... *Mitigating Measures*

- C-1 General Conditions: Construction-phase Measures for the Control of Sediment and the Protection of Wetlands
- C-2 Erosion Control Details

Exhibit D ..... Plan of Land Showing Proposed Drainage Works, 10/4/1999 Foresight Land Services

Massachusetts Department of Environmental Protection
Bureau of Resource Protection – Wetlands

WPA Form 1 - Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Please type or print clearly all information requested on this form.

A General Information

1. Applicant:

Cheshire Department of Public Works
Name
6 Main Street
Mailing Address
Cheshire
City/Town
MA 01225
State *Zip Code*
(413) 743 - 3376
Phone Number
(413) 743-0389
Fax Number (if applicable)

E-Mail Address (if applicable)

2. Representative (if any):

Foresight Land Services
Firm
Jeffrey F. Collingwood
Contact Name
1496 W. Housatonic Street
Mailing Address
Pittsfield
City/Town
MA 01201
State *Zip Code*
(413) 499 - 1560
Phone Number
(413) 499 - 3307
Fax Number (if applicable)

E-mail Address (if applicable)

B Determinations

1. As the applicant, I, request that the

Cheshire
Conservation Commission

make the following determination(s) (check any that apply):

☐ A. whether the **area** depicted on plan(s) and/or map(s) referenced below is an area subject to jurisdiction of the Wetlands Protection Act.

☑ B. whether the **boundaries** of resource area(s) indicated and depicted on plan(s) and/or map(s) referenced below are accurately delineated.

☑ C. whether the **work** described and/or depicted on plan referenced below is subject to the Wetlands Protection Act.

☐ D. whether the area and/or work described and/or depicted on plan referenced below is subject to the jurisdiction of any **municipal wetlands protection law** or **bylaw** of

Name of Municipality

☑ E. the **scope of alternatives** to be considered for work (described below) that is located in the Riverfront Area.

The "No Work Alternative" is not feasible because it will not improve the existing erosion and sedimentation of the Reservoir. No other alternative would better treat stormwater with less impact.

C Project Description

1. The project location is described as follows. (Use map(s) and/or plan(s) to identify the location of the area subject to this request.)

a. Location:

Shadow Land Cove
Street Address
Cheshire
City/Town

Assessors Map/Plat # *Parcel/Lot #*

b. Area Description (use additional paper if necessary):
The existing drainage pattern for Shadow Land Cove is causing sedimentation of the Reservoir. Stormwater currently collects in eroded drainage ditch and discharges into Cheshire Reservoir.

c. Plan and/or map reference(s) (list title and date):
Exhibit D: Plan of Land Showing Proposed Drainage Works. 10/4/99, FLS.

WPA Form 1 - Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C Project Description (cont.)

2. The proposed work is described below. (If needed, provide plan(s) of work.)

a. Work Description (use additional paper, if necessary).

Proposed work includes the following:

- Resurfacing of exisiting road with oil & stone;
- Installation of deep sump catch basins;
- Construct stone-lined sump discharge basin;
- Construction of vegetated swales for surface drainage.

No work is proposed in any Resource Area.

Erosion Controls are proposed to protect Cheshire Reservoir from construction impacts.

b. Exemptions. Identify provisions of the Wetlands Protection Act or regulations which may exempt the applicant from having to file a Notice of Intent for all or part of the described work (use additional paper, if necessary).

N/A

3. a. If this application is a Request for Determination of Scope of Alternatives for work in the Riverfront Area, indicate the one classification below that best describes the project.

- ☐ Single family house on a lot recorded on or before 8/1/96
- ☐ Single family house on a lot recorded after 8/1/96
- ☐ Expansion of an existing structure on lot recorded after 8/1/96
- ☐ Project, other than a single family home or public project, where the applicant owned the lot before 8/7/96
- ☐ New agriculture or aquaculture project
- ☐ Public project where funds were appropriated prior to 8/7/96
- ☐ Project on a lot shown on an approved, definitive subdivision plan where there is a recorded deed restriction limiting total alteration of the Riverfront Area for the entire subdivision
- ☐ Residential subdivision; institutional, industrial, or commercial project
- ☑ Municipal projects
- ☐ District, county, state, or federal government project
- ☐ Project required to evaluate off-site alternatives in more than one municipality in an Environmental Impact Report under MEPA or in an alternatives analysis pursuant to an application for a 404 permit from the U.S. Army Corps of Engineers or 401 Water Quality Certification from the Department of Environmental Protection.

b. Provide evidence (e.g., record of date subdivision lot was recorded) supporting the classification above. Use additional paper and/or attach appropriate documents, if necessary.

WPA Form 1 - Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

D Signatures and Submittal Requirements

I hereby certify under the penalties of perjury that the foregoing Request for Determination of Applicability and accompanying plans, documents, and supporting data are true and complete to the best of my knowledge.

I further certify that the property owner, if different from the applicant, and the appropriate Department of Environmental Protection Regional Office (see Appendix A) were sent a complete copy of this Request (including all appropriate documentation) simultaneously with the submittal of this Request to the conservation commission.

Failure by the applicant to send copies in a timely manner may result in dismissal of the Request for Determination of Applicability.

The name and address of the property owner:

Peter LeFabre, DPW Superintendent
Name

6 Main Street
Mailing Address

Cheshire
City/Town

MA 01225
State *Zip Code*

Signatures:

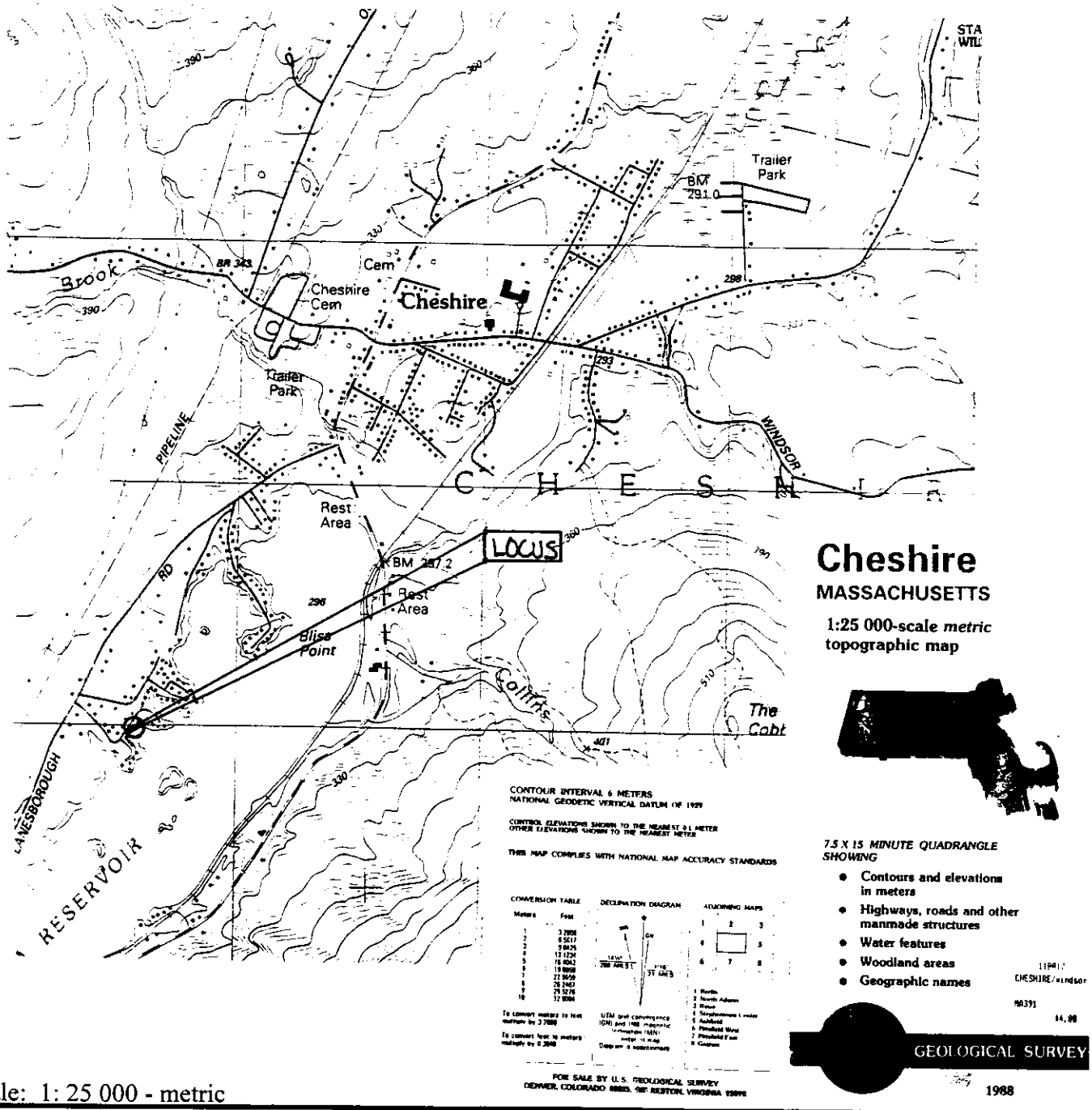
I also understand that notification of this Request will be placed in a local newspaper at my expense in accordance with Section 10.05(3)(b)(1) of the Wetlands Protection Act regulations.



10/5/99
Signature of Applicant *Date*

Peter LeFabre, Superintendent
Print Name

UNITED STATES GEOLOGICAL SURVEY MAP



Scale: 1: 25 000 - metric

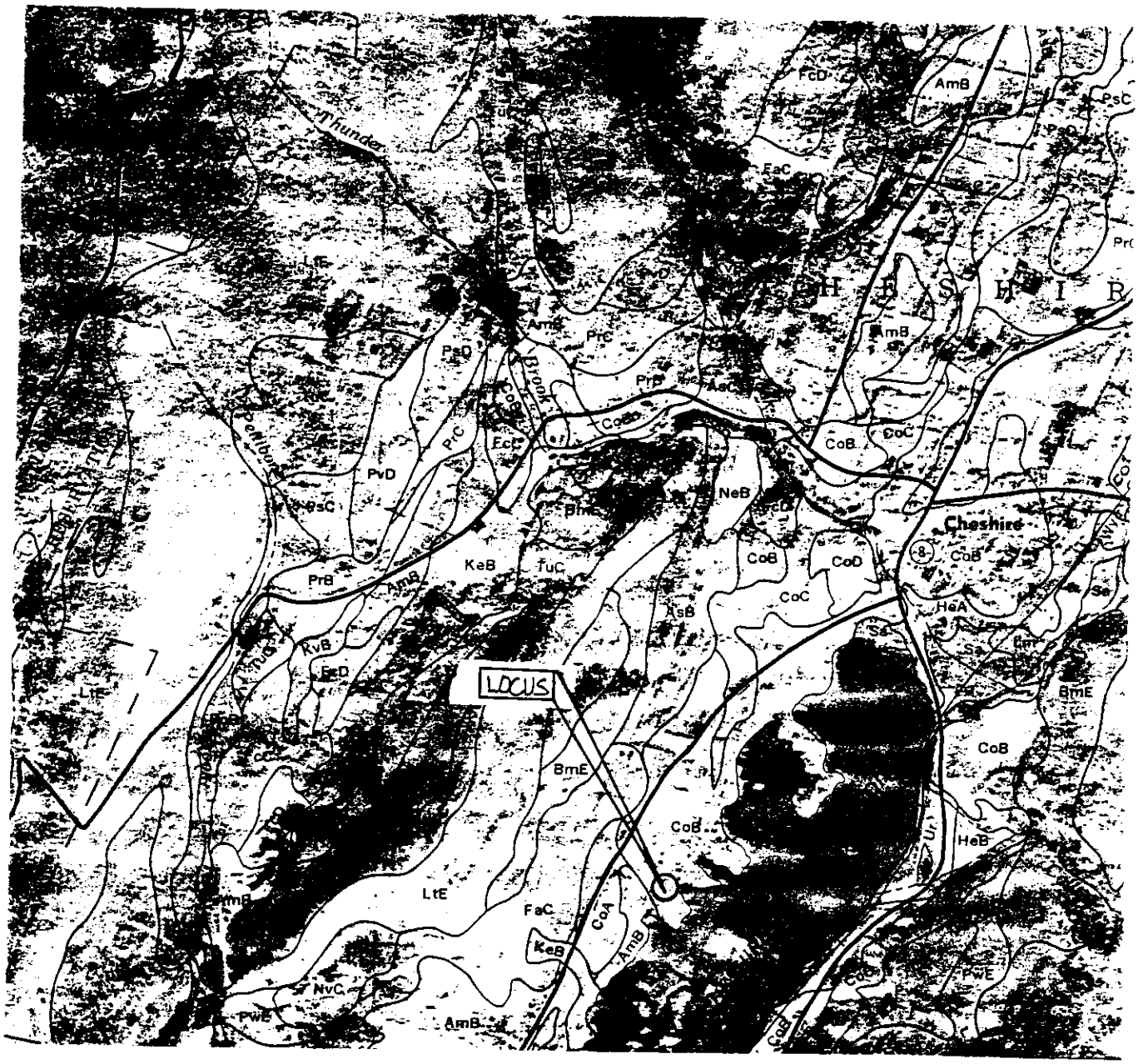
FORESIGHT LAND SERVICES
ENGINEERING• SURVEYING• PLANNING
1496 West Housatonic Street
Pittsfield, MA 01201

EXHIBIT A-1
CHESHIRE QUAD, 1987

TOWN OF CHESHIRE

PROPOSED DRAINAGE IMPROVEMENTS

BERKSHIRE COUNTY SOILS MAP



Cob: Copake fine sandy loam, 3 – 8% Slopes

Scale: 1:25 000

FORESIGHT LAND SERVICES
ENGINEERING• SURVEYING• PLANNING
1496 West Housatonic Street
Pittsfield, MA 01201

EXHIBIT A-2
BERKSHIRE COUNTY SOILS MAP SHEET 13

TOWN OF CHESHIRE

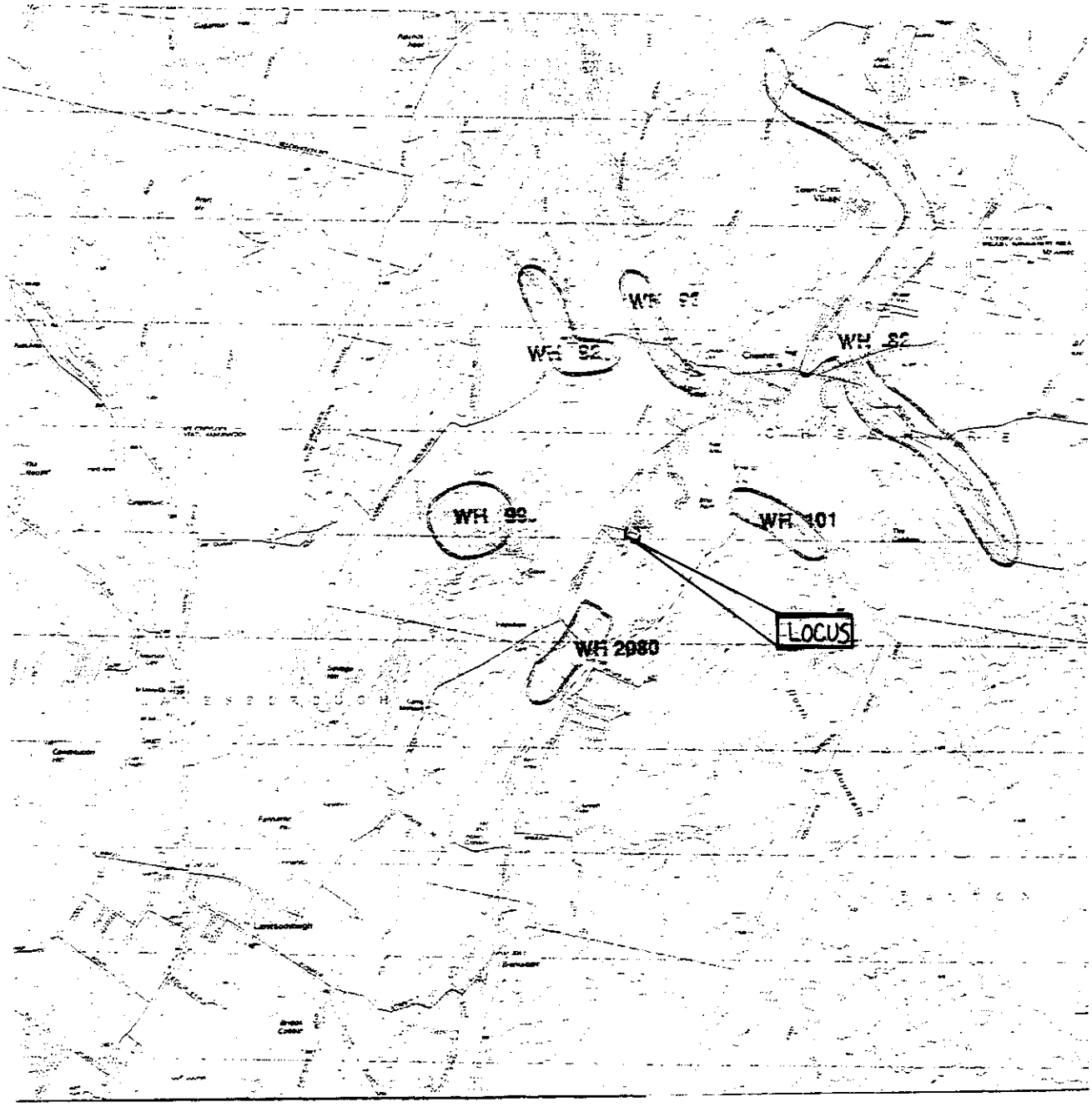
PROPOSED DRAINAGE IMPROVEMENTS

ESTIMATED HABITATS OF RARE WILDLIFE AND CERTIFIED VERNAL POOLS

For use with the MA Wetlands Protection Act regulations (310 CMR 10)

Produced by Natural Heritage & Endangered Species Program

MA Division of Fisheries and Wildlife



SCALE 1:60 000

FORESIGHT LAND SERVICES
ENGINEERING• SURVEYING• PLANNING
1496 West Housatonic Street
Pittsfield, MA 01201

EXHIBIT A-3
CHESHIRE QUAD

TOWN OF CHESHIRE

PROPOSED DRAINAGE IMPROVEMENTS

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

TOWN OF
CHESHIRE,
MASSACHUSETTS
BERKSHIRE COUNTY

PANEL 4 OF 11
(SEE MAP INDEX FOR PANELS NOT PRINTED)

APR 5 1993

COMMUNITY-PANEL NUMBER
250019 0004 B

EFFECTIVE DATE:
JULY 19, 1982

Federal Emergency Management Agency

NATIONAL FLOOD INSURANCE PROGRAM

ZONE C

NATIONAL FLOOD INSURANCE PROGRAM

FLOODWAY
FLOOD BOUNDARY AND FLOODWAY MAP

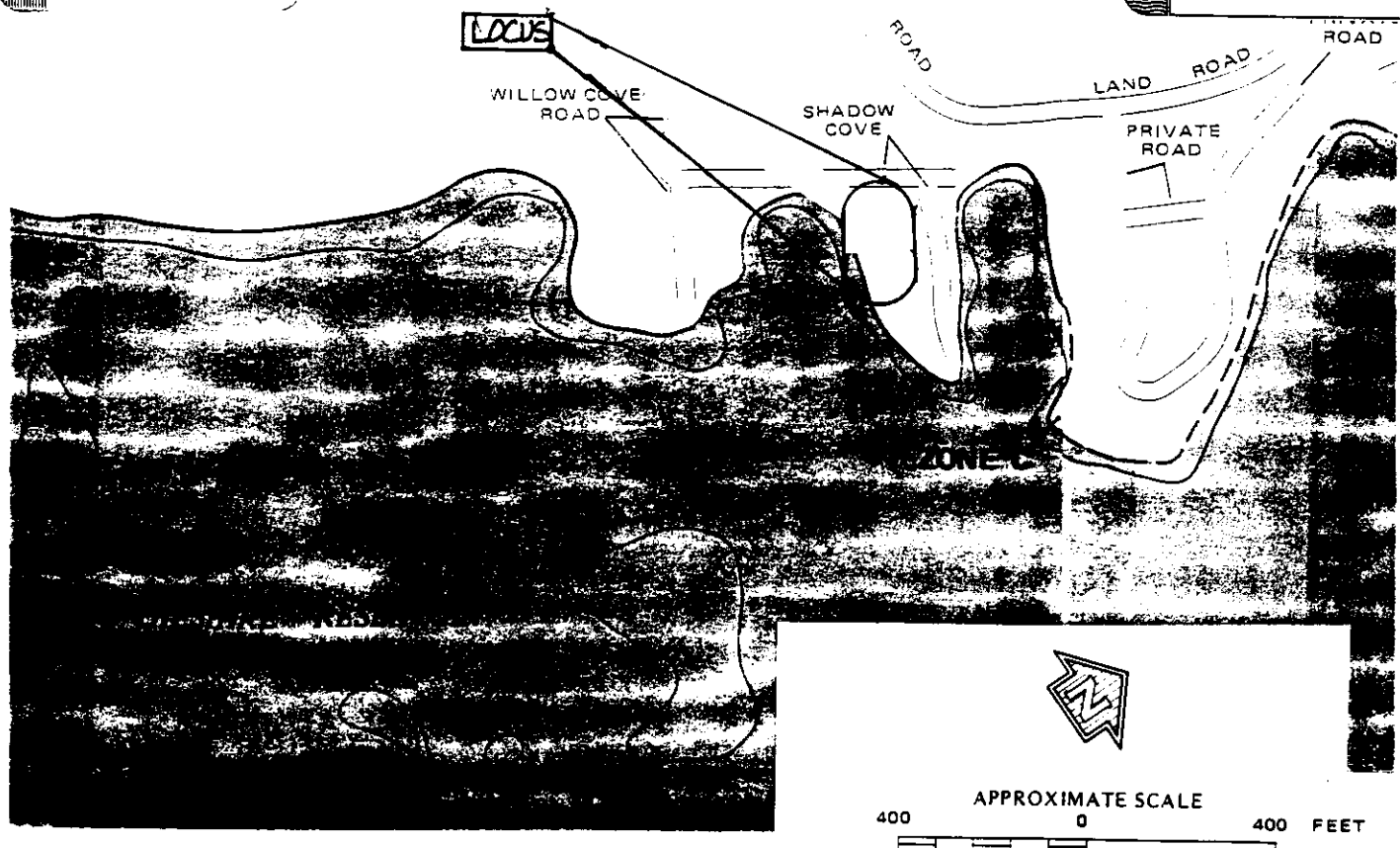
TOWN OF
CHESHIRE,
MASSACHUSETTS
BERKSHIRE COUNTY

PANEL 5 OF 11
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
250019 0005

EFFECTIVE DATE:
JULY 19, 1982

Federal Emergency Management Agency



Scale: 1" = 400'

FORESIGHT LAND SERVICES
ENGINEERING• SURVEYING• PLANNING
1496 West Housatonic Street
Pittsfield, MA 01201

EXHIBIT A-4
FIRM AND FLOODWAY MAPS

TOWN OF CHESHIRE

PROPOSED DRAINAGE IMPROVEMENTS

FORESIGHT
LAND SERVICES

Robert E. Hoogs
John M. Campetti, PLS
Gary J. Fix, PLS, +, #*
Jeffrey F. Collingwood, P.E.

Marc. S. Volk
Steven A. Mack

ENGINEERING • SURVEYING • PLANNING
Division of Brown Associates, Inc.

John F. Cysz, PE
1947-1999

EXHIBIT B

NARRATIVE DESCRIPTION
To Accompany Notice of Intent
For Proposed Drainage
Shadow Land Cove
Cheshire, MA

On behalf of the applicant, Cheshire Department of Public works, we submit this Request for Determination for proposed drainage improvements off of Shadow Land Cove. Proposed work is within the 100' Buffer Zone of the Bank of Hoosac Lake. Hoosac Lake also qualifies as a perennial stream, and therefore work is proposed within the Riverfront Area. No work is proposed within Land Under Water Body Bank, BVW, or Bordering Land Subject to Flooding.

Historically, Shadow Land Cove Road has been maintained as private drive. Two existing catch basins located at the base of the hill have long ago silted in and are now inoperable. A paved drainage swale designed to carry roadside drainage to the lake has also silted in. Currently, drainage from the road washes along the dirt road, collects at a roadway lowpoint, and travels through an eroded drainage swale into the Lake. The cove is silting in this area because of the significant sediment loads contained in the stormwater.

This project will improve the current drainage situation by proposing the following:

- Reduce the stormwater sediment load by surfacing Shadow Land Cove with oil and stone;
- Replace the failing catch basins with field assembled deep sump catch basins;
- Pipe stormwater from proposed catch basins to a stone-lined sump discharge basin;
- Construct a vegetated swale within the drainage easement to filter overland flow.

This project is being submitted as a limited project under 310 CMR 10.24(7)(c)(3), which allows the "maintenance and repair of road drainage structures..., which existed on November 1, 1987". Erosion controls are specified to protect adjacent resource areas from negative impacts associated with proposed work.

Wetland Delineation
The staff of Foresight Land Services delineated the Bank along Hoosac Lake on September 27, 1999. Pink wire flags were placed at the top of Bank. While some wetland vegetation does exist within the limits of Bank, there are no Bordering Vegetated Wetlands associated beyond the limit of Bank.

Roadway Resurfacing
It is proposed to resurface approximately 700 L.F. of the existing dirt road with oil and stone. This item is needed to prevent erosion of the roadway and sedimentation of the Lake. The resurfacing will be confined to existing footprint of the road. Grass-lined waterways are proposed along the edges of the roadway to facilitate drainage and to reduce overall sediment loading.

Drainage Improvements
Two deep-sump catch basins are proposed on both of sides Shadow Land Cove Road. The catch basins will discharge into a stone-lined sump discharge, as shown on the attached plan. A shallow grass-lined swale is proposed on the land over the pipe to facilitate surface drainage and to filter sediment.

The existing drainage ditch will be filled in and redesigned for the proposed improvements. In areas beyond the discharge, the slopes of the ditch may be reinforced with riprap to prevent scouring. No work is proposed in Bank, BVW or LUW Resource Area.

Riverfront Area
Portions of the proposed work will take place in the Riverfront Area of Hoosac Lake. The following is a discussion on how this project complies with performance standards for work within the Riverfront Area.

(a) Protection of other Resource Areas
Erosion controls and Best Management Practices have been incorporated into the project design to prevent sedimentation of nearby Resource Areas. All performance standards for each resource area have been met.

(b) Protection of Rare Species
This area is not indicated in the most recent edition of the Massachusetts Natural Heritage Atlas to be an "Estimated Habitat of Rare Wildlife and Certified Vernal Pool". It is therefore the presumption that this project meets this performance standard.

(c) Practicable and Substantially Equivalent Economic Alternative
The proposal represents a great improvement over existing conditions. A no action alternative would allow continue to sedimentation of the Lake. There are no other alternatives that would give greater treatment of the stormwater and cause less disturbance to the area. Because of the great volume of water, a grass swale would no be able to stabilize the area.

No alternatives outside of the 100' Riverfront Area exist which will allow discharge of water without causing erosion to downgradient areas.

(d) No Significant Adverse Impact

In order to protect the interests identified with the River's Protection Act, proposed activity must have no significant adverse impact upon the Riverfront Area. The following is a summary on how this project meets or does not meet this performance standard.

1. *Alteration is limited to 5000 S.F., or 10%, whichever is greater*
   All work is proposed in areas that have been historically been maintained for drainage purposes. No disturbance is proposed in previously undisturbed areas. Roadway resurfacing will take place in the road's existing footprint. All areas temporarily disturbed by construction shall be reestablished upon completion of the project.

2. *100 ft. of Undisturbed Vegetation*
   Because of the nature of proposed work, the majority of the activities are within 100' of the Hoosac Lake. The Wetlands Protection Act allows structural stormwater management measures to be constructed in the 100' Riverfront, however, as long as there are no practicable alternatives. Temporary impacts for the installation of linear site-related utilities are also allowed if the area is restored to its natural condition (310 CMR 10.58(4)(d)).

3. *Stormwater is managed according to standards established by DEP*
   Because this is the maintenance and improvement of an existing roadway, the improvements must only meet the stormwater performance standards to the maximum extent practicable as long as it improves existing conditions. The proposed activities greatly reduce sediment loading of the Lake, and are preventing erosion of the roadway.

Mitigating Measures

Several mitigating measures have been proposed for this project.

- Erosion Controls. Install erosion controls as shown on attached plan. Temporary stockpiles of spoil near surrounding resource areas shall be avoided to the extent practicable to prevent sedimentation. Work within resource areas shall be done during the driest period possible. All debris resulting from culvert replacement shall be disposed of off-site in a legal manner. All construction shall adhere to "Construction-phase Measures for Control of Sediment and Erosion and Protection of Wetlands" (Exhibit D-1). The Contractor shall be responsible for implementing additional erosion controls as deemed necessary to prevent construction impact on surrounding Resource Areas.

- During the construction, no vehicles or materials shall be stored in the 100 ft. Buffer Zone,

100' Riverfront Zone, or Land Subject to Flooding.

- All disturbed areas within the Riverfront area are to be seeded or have erosion control matting.

  - Seeded areas shall be watered the same day as seeding and then at least every three days thereafter until stable cover is established (natural precipitation will be considered). All seeded areas shall be covered with hay mulch after seeding.

  - Matting shall be laid on properly prepared, fertilized and seeded areas as per manufacturer's instructions. Disturbed areas are to be seeded with 5 lbs. of seed per 1000 SF, with fertilization of a 10-10-10 mix of 10 lbs. per 1000 SF. This mix of seed and fertilizer shall apply to all disturbed areas to be revegetated in resource areas. Seed mixture shall be 80% perennial rye grass and 20% annual rye grass.

Conclusion

The proposed project will alleviate the current erosive situation and will represent an overall improvement of the roadway and lake situation in this area. We trust that this information is sufficient for your review and approval.

GENERAL CONDITIONS

CONSTRUCTION-PHASE MEASURES FOR

CONTROL OF SEDIMENT AND EROSION AND
PROTECTION OF WETLANDS

1. Do not disturb existing vegetated areas far in advance of construction. Limit disturbance only to the extent and duration required for imminent construction activities. Retain and protect natural vegetation and vegetative filter strips wherever possible.

2. Temporary vegetation or a heavy mat of wood chips shall be established on all earth stockpiles or stripped areas which will be bare for more than two months and less than 12 months. Such vegetation shall consist of a commercial conservation seed mixture with a high percentage of annual rye grass. Permanent herbaceous cover shall be established on areas which would be bare more than 12 months.

3. A heavy mat of straw mulch, wood chips, erosion control netting, mesh or blanket matting shall be used on disturbed areas if vegetation cannot be established due to season or on-going construction process, or if otherwise required.

4. Silt fence or carefully positioned staked hay bales shall be installed along the downhill edge of disturbed earthwork areas where required to control erosion and sedimentation.

5. Water courses, including intermittent drainage swales, shall be protected from siltation by silt fence barriers or carefully positioned staked hay bale check dams.

6. Sediment traps shall be constructed downhill of disturbed areas and upstream of watercourses and/or wetlands. Trapped sediments shall be removed from the basins during the construction period before they become 50% full to prevent sediment from being transported downhill. Dispose of sediments in on-site upland disposal areas, properly graded, seeded and mulched.

7. Permanent drainage control structures shall be installed as early as possible in the construction process. Drains shall be provided with drain inlet sediment filters and/or traps.

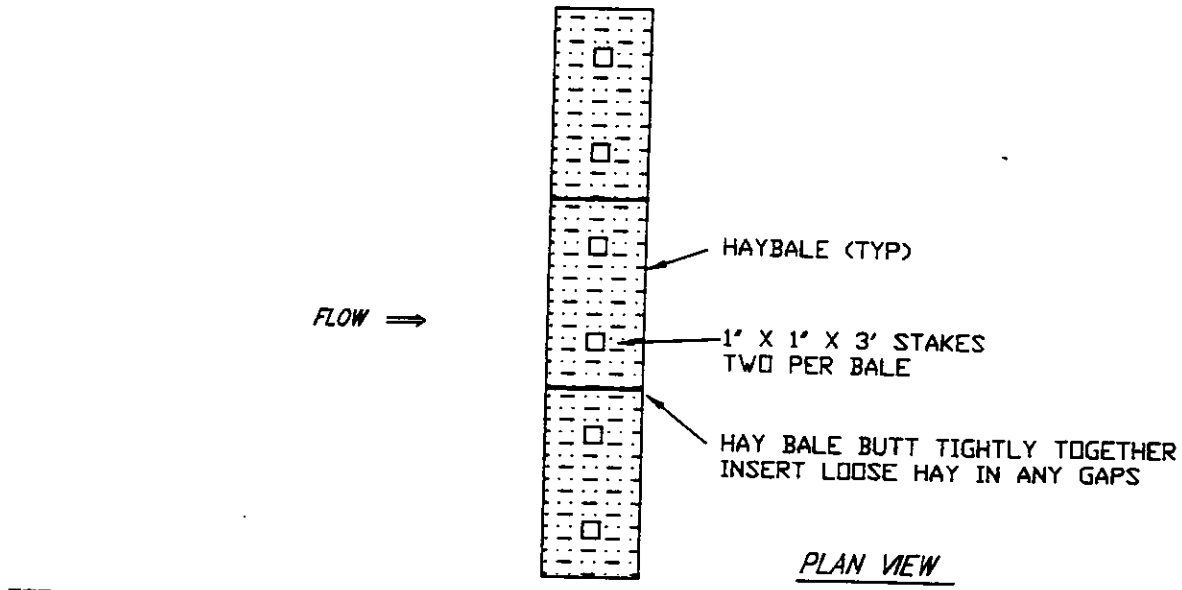
8. Do not fuel construction equipment or store fuel or other potential contaminants within 100 feet of water courses or wetlands.

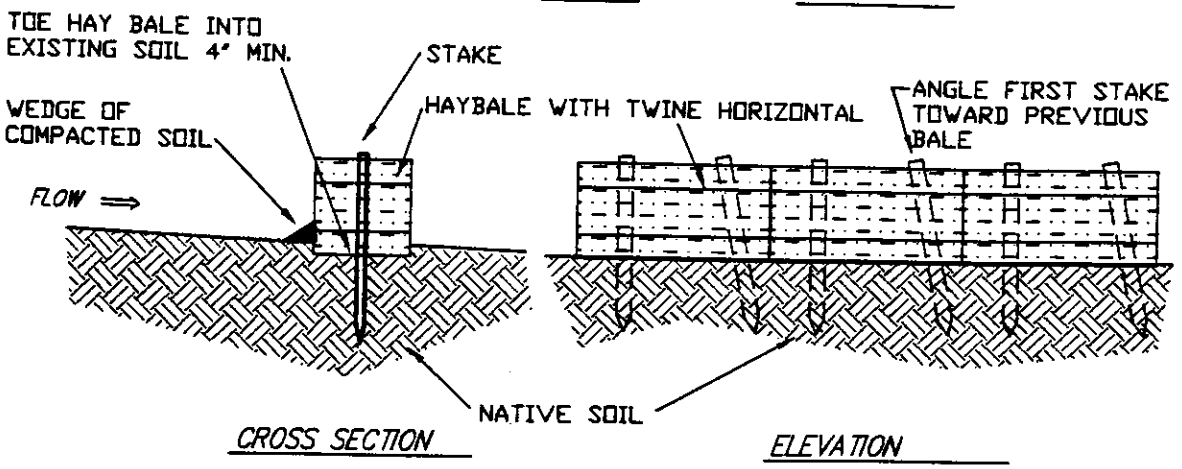
9. Precast concrete shall be washed down at the manufacturer's plant. Cast-in-place concrete within 100 feet of watercourses/wetlands shall be placed so as to minimize runoff of stormwater from fresh concrete, through use of sumps, diversions, etc. Concrete trucks and equipment contaminated with fresh concrete shall not be washed down within 100 feet of wetlands.

10. Strictly adhere to all general and special conditions of any Wetlands Protection Act Permits, including plans, details, construction sequencing outline, and other applicable requirements.

EXHIBIT C-1

NOTE:
HAY BALES GENERALLY LAST ONLY THREE TO SIX MONTHS. CONDITION SHOULD BE CHECKED AT LEAST WEEKLY, AND BALES SHOULD BE REPLACED WHEN THEY BEGIN TO DETERIORATE.





SEDIMENT CONTROL BARRIER TYPE 1

32702A
9/20/95
REV# 2

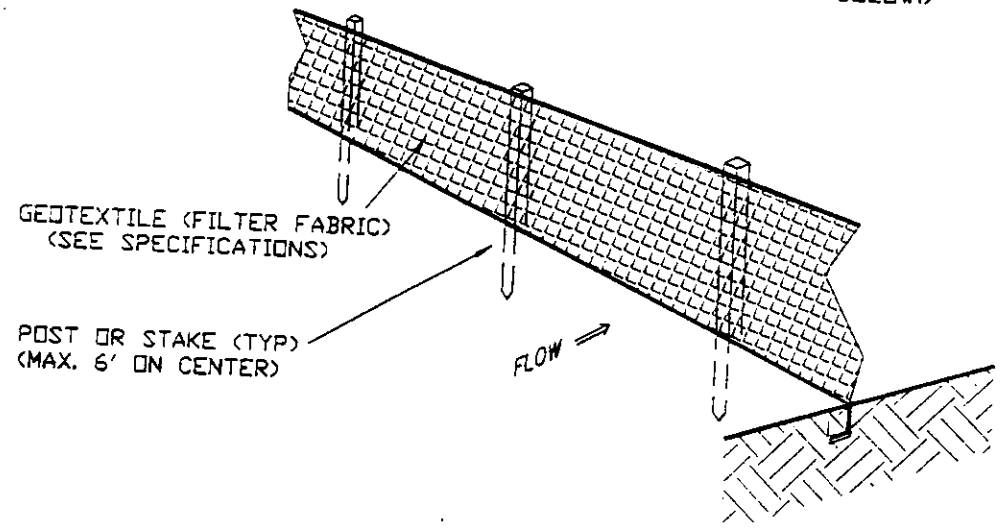
No Scale

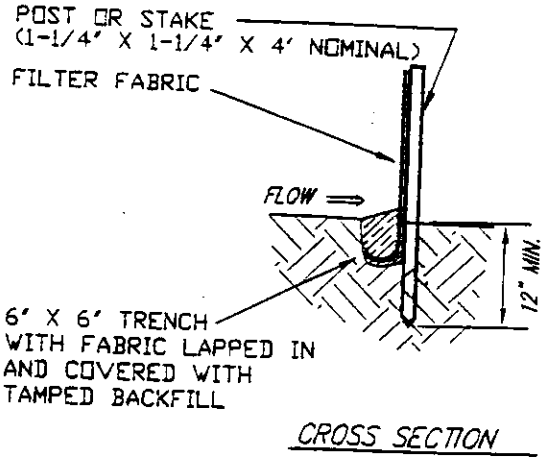
FORESIGHT LAND SERVICES
ENGINEERING•SURVEYING•PLANNING
1496 West Housatonic Street
Pittsfield, MA 01201

Sedimentation Control Barier Type 1
(SCB-1)

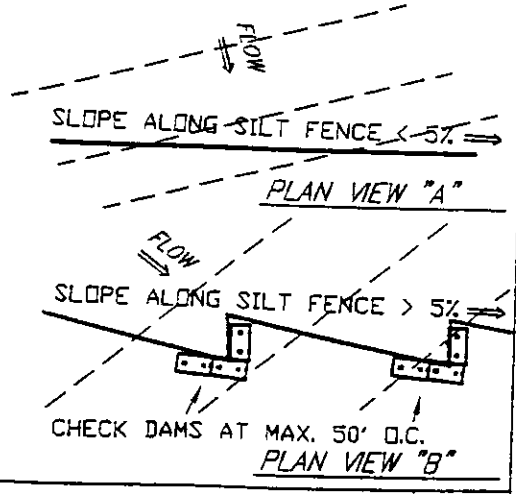
Exhibit C-2

NOTES: INSTALL SILT FENCE IN INITIAL PHASE OF WORK. INSPECT, MAINTAIN, REPAIR, AND REPLACE AS NEEDED DURING CONSTRUCTION PHASE. REMOVE SEDIMENTS BEFORE ACCUMULATION EXCEEDS CAPACITY OF SILT FENCE. REMOVE SILT FENCE AT END OF WORK AFTER SITE HAS BEEN SATISFACTORILY STABILIZED AGAINST EROSION. WHERE FENCE IS SUBJECT TO HEAVY FLOWS (SUCH AS AT LOW POINTS), INSTALL HAY BALES BEHIND FENCE FOR REINFORCEMENT. (REFER TO TYPE 3 BARRIER DETAIL). INSTALL SILT FENCE AS NEARLY PERPENDICULAR TO SLOPE AS POSSIBLE. WHERE SILT FENCE IS INSTALLED DOWNHILL AT SLOPES > 5%, INSTALL 'SAW-TOOTH' FENCE WITH CHECK DAMS AT MAXIMUM 50' INTERVALS (PER PLAN VIEW 'B' BELOW.)





CROSS SECTION



SEDIMENT CONTROL BARRIER TYPE 2

32702B
9/20/95
REV# 2

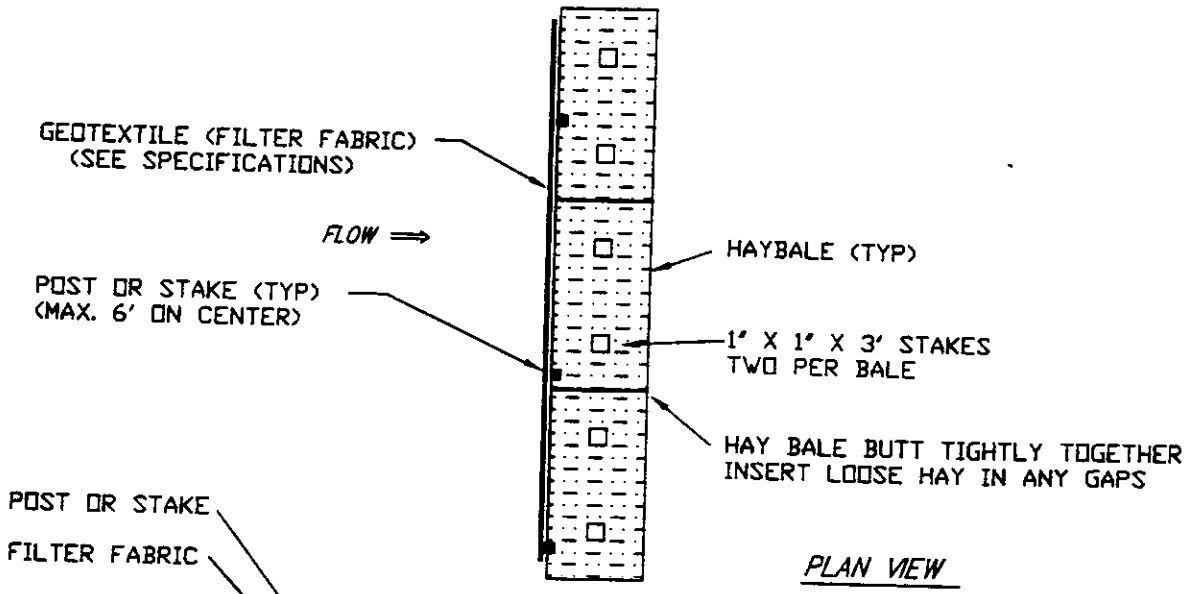
No Scale

FORESIGHT LAND SERVICES
ENGINEERING•SURVEYING•PLANNING
1496 West Housatonic Street
Pittsfield, MA 01201

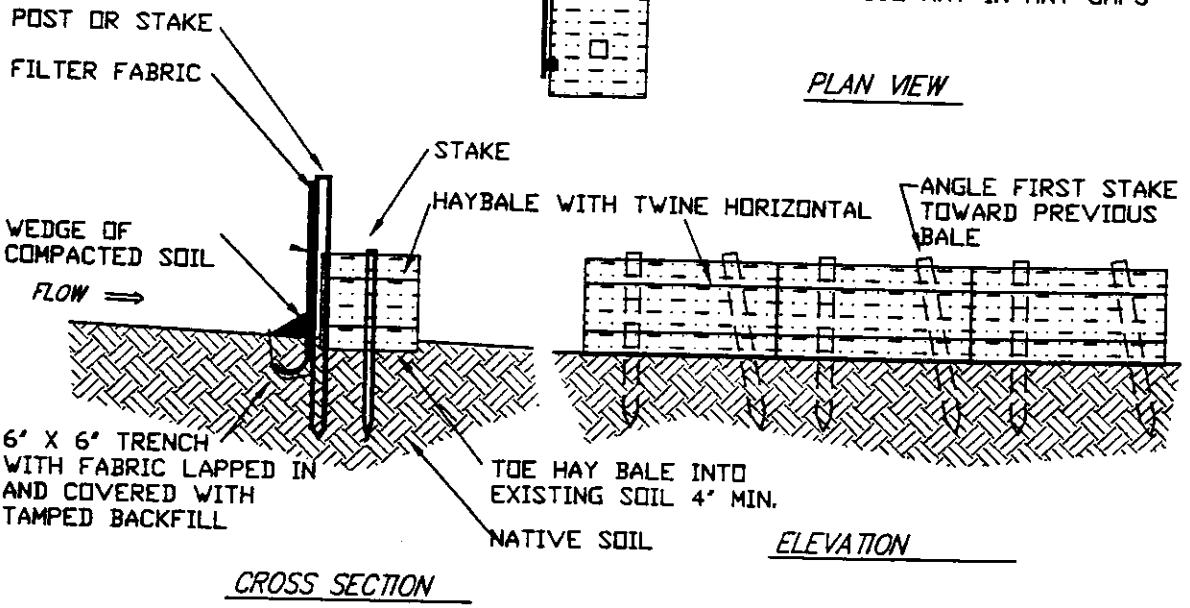
Sedimentation Control Barrier Type 2
(SCB-2)

Exhibit C-2

NOTE:
HAY BALES GENERALLY LAST ONLY THREE TO SIX MONTHS. CONDITION SHOULD BE CHECKED AT LEAST WEEKLY, AND BALES SHOULD BE REPLACED WHEN THEY BEGIN TO DETERIORATE.



PLAN VIEW



CROSS SECTION

ELEVATION

SEDIMENT CONTROL BARRIER TYPE 3

32702C
9/20/95
REV# 2

No Scale

FORESIGHT LAND SERVICES
ENGINEERING•SURVEYING•PLANNING
1496 West Housatonic Street
Pittsfield, MA 01201

Sedimentation Control Barier Type 3
(SCB-3)

Exhibit C-2

Route 8 – Water Project

Contract with Gelleher Enterprises

TOWN OF CHESHIRE, MASSACHUSETTS

CONTRACT FOR CONSTRUCTION OF PUBLIC WORKS

Public Works Construction Contract in excess of $50,000

(M.G.L. Chapter 30, Section 39M)

WATER SYSTEM IMPROVEMENTS

NORTH STATE ROAD

September 1, 2021

TABLE OF CONTENTS

ARTICLE 1. THE CONTRACT DOCUMENTS AND BID PROCEDURES

ARTICLE 2. THE WORK OF THIS CONTRACT

ARTICLE 3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

ARTICLE 4. CONTRACT PRICE

ARTICLE 5. CANCELLATION AND UNANTICIPATED CONDITIONS
- A. Unanticipated Subsurface or Latent Physical Conditions

ARTICLE 6. SUSPENSIONS AND DELAYS BY THE OWNER
- A. Suspensions, Delays, Interruptions
- B. Claims

ARTICLE 7. PAYMENT TO CONTRACTORS
- A. Payment to Contractors
- B. Payment to Subcontractors
- C. Payment if the OWNER Causes Delay

ARTICLE 8. FINAL PAYMENT

ARTICLE 9. PROJECT GUARANTEE

ARTICLE 10. TERMINATION, SUSPENSION, OR DELAY
- A. Termination for Cause
- B. Termination Liabilities
- C. Termination - No Fault
- D. Suspension and Delay

ARTICLE 11. REPRESENTATIONS AND CERTIFICATIONS OF THE CONTRACTOR
- A. Organization
- B. Authority
- C. Non-Collusion
- D. Tax and Contributions Compliance
- E. Municipal Taxes and Liens
- F. Debarment
- G. Minimum Wage
- H. Licenses and Permits
- I. Discrimination
- J. Conflict of Interest

ARTICLE 12. INSURANCE

ARTICLE 13. INDEMNIFICATION

ARTICLE 14. MISCELLANEOUS PROVISIONS

A. References
B. Terms Required by Law
C. Notice
D. Independent Contractor
E. Complete Agreement
F. Assignment
G. Subcontractors
H. Governing Law
I. Enforceability
J. Personal Liability

TOWN OF CHESHIRE

CONTRACT FOR CONSTRUCTION OF PUBLIC WORKS

This Contract entered into this _____day of _____ , 20___, by and between the TOWN OF CHESHIRE (hereinafter the "OWNER" or "TOWN"), a body politic organized under the laws of the Commonwealth of Massachusetts, with offices at 80 Church Street
Street, Cheshire, MA 01225, and Geeleher Enterprises Inc.with offices at 39 College Highway, Southampton, MA 01073, Massachusetts (hereinafter the "CONTRACTOR").

WHEREAS, the OWNER seeks to construct the following:

Supply and Construction of water system improvements.

WHEREAS, pursuant to contracts for public works construction or for the purchase of any material, shall be awarded to the lowest responsible and eligible bidder on the basis of competitive bids; and

WHEREAS, the OWNER has requested and received proposals for bids and selected the lowest responsible and eligible bidder.

NOW THEREFORE, the OWNER and the CONTRACTOR for valuable consideration agree as follows:

ARTICLE 1. THE CONTRACT DOCUMENTS AND BID PROCEDURES

The Contract Documents consist of the Contract and its Appendices (See Table of Appendices). These documents form the Contract and are as fully a part of the Contract as if attached to this Contract or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 2. THE WORK OF THIS CONTRACT

The CONTRACTOR shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The date of commencement shall be not later than September 10, 2021 unless otherwise agreed upon by the Town of Hinsdale Town Administrator and the Contractor. The CONTRACTOR shall perform everything agreed by it to be performed properly and promptly in accordance with the terms of this Contract and to the satisfaction of the Town Administrator, or his duly-authorized representative; shall observe and comply with all existing and future state and federal laws and OWNER by-laws and regulations in any manner effecting those engaged or employed in the performance of this Contract.

The CONTRACTOR shall achieve substantial completion of the entire work not later than December 1, 2021 or as weather permits, subject to adjustments of this Contract Time as provided in the Contract Documents. By executing this Contract, the CONTRACTOR confirms that the contract time is a reasonable period of time for performing the work and achieving substantial completion.

Substantial completion shall mean either that the Work required by the Contract has been completed except for work having a Contract Price of less than one per cent of the then adjusted total Contract Price, or substantially all of the Work has been completed and opened to public use except for minor incomplete or unsatisfactory Work items that do not materially impair the usefulness of the Work required by the Contract. Partial use or occupancy shall not result in the work being deemed substantially complete, and such partial use or occupancy shall not be evidence of substantial completion.

ARTICLE 4. CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the CONTRACTOR's performance of the Contract, for the Contract Price of: $474,420.50 for the base bid. Contract Price includes performance of the work and of the Unit Price Items set in the CONTRACTOR's Bid, subject to additions and deductions by an amendment to the Contract Documents.

The Lump sum and Unit Prices listed shall determine the value of the work (as described in the CONTRACTOR's Bid), the value of extra Work and of changes in the Work, as the case may be. They shall be considered complete and shall include all material and equipment, labor, installation costs, overhead, and profit. Unit Prices shall be used uniformly for additions or deductions.

ARTICLE 5. CANCELLATION AND UNANTICIPATED CONDITIONS

If the CONTRACTOR shall neglect to perform the terms of this Contract promptly, the OWNER, by its duly-authorized representative may, after twenty-four (24) hours written notice to the CONTRACTOR, without prejudice to any other remedy it may have, make good such deficiencies, and may deduct the cost thereof from any payments then or thereafter due to the CONTRACTOR.

A. Unanticipated Subsurface or Latent Physical Conditions. Pursuant to G.L. c.30, §39N, if, during the progress of the Work, the CONTRACTOR or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents, either the CONTRACTOR or the contracting authority may request an equitable adjustment in the Contract Price of the Contract applying to Work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from the CONTRACTOR, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on (he plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the plans and Contract Documents and are of such a nature as to cause an increase or decrease in the cost of performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the Work, the contracting authority shall make an equitable adjustment in the Contract Price and the Contract shall be modified in writing accordingly.

ARTICLE 6. SUSPENSIONS AND DELAYS BY THE OWNER

In the event that a suspension or delay, interruption or failure to act by the OWNER increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the General CONTRACTOR for payment for an increase in the cost of his performance as provisions A and B below give the General CONTRACTOR against the OWNER, but nothing in provisions A and B below shall in any way change, modify or alter any other rights which the General CONTRACTOR or the Subcontractor may have against each other.

A. Suspensions, Delays, Interruptions. The OWNER may order the General CONTRACTOR in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the OWNER; provided however, that if there is a suspension, delay or interruption for fifteen (15) days or more due to a failure of the OWNER to act within the time specified in this Contract, the OWNER shall make an adjustment in the Contract Price for any increase in the cost of performance of this Contract, but shall not include any profit to the General CONTRACTOR on such increase; and provided further that the OWNER shall not make any adjustment in the Contract Price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this Contract provides for an equitable adjustment of the Contract Price under any other Contract provisions.

B. Claims. The General CONTRACTOR must submit the amount of a claim under provision 6A to the OWNER in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this Contract and, except for costs due to a suspension order, the OWNER shall not approve any costs in the claim incurred more than twenty (20) days before the General CONTRACTOR notified the OWNER in writing of the act or failure to act involved in the claim.

All claims by the CONTRACTOR shall set forth in detail all known facts and circumstances supporting the claim. The CONTRACTOR shall continue its performance under this Contract regardless of the submission or existence of any claims.

The liability of the OWNER under this Agreement is limited to the compensation provided herein for work actually performed to the extent that such compensation is permitted by law. The OWNER's liability shall in no event include liability for incidental, special or consequential damages or lost profits or for damages of loss from causes beyond the OWNER's reasonable control.

ARTICLE 7. PAYMENT TO CONTRACTORS

A. Payment to Contractors. Notwithstanding anything in the Contract. Documents to the contrary, any and all payments that the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. Payments shall be made in accordance with G.L. c.30, §39G, including all current amendments, generally as follows:

1. The OWNER shall pay the amount due pursuant to any periodic, substantial completion or final estimate within thirty-five (35) days after receipt of written acceptance of said estimate from the CONTRACTOR.

2. In case of periodic payments, the OWNER may deduct from its payment a retention based on its estimate of the fair value of its claims against the CONTRACTOR, a retention of direct payment to Subcontractors based on demands for same in accordance with the provisions of G.L. c.30 §39F, and a retention to secure satisfactory performance of the

contractual work not exceeding five percent (5%) of the approved amount of any periodic payment.

3. The same right to retention shall apply to bonded Subcontractors entitled to direct payment under G.L. c.30 §39F.

4. A five percent (5%) value of all items that are applied installed, or planted in the ground shall be deducted from the periodic payments until final acceptance.

Acceptance of periodic payments by the CONTRACTOR shall constitute a waiver of claims known or knowable at the time by the payee except those previously made in writing and identified by the payee as unsettled at the time of periodic payment.

The payment of any periodic estimate or of any retained percentage shall in no way constitute an acceptance of the work or in no way prejudice or affect the obligation of the CONTRACTOR at its own cost or expense to repair, correct, renew, or replace any defects or imperfections in the work as well as all damages due or attributable to such defects, nor shall any such payments for any current estimate or of any retained percentages prejudice or affect the rights of the Town to hold the CONTRACTOR liable for breach of contract or avail itself of other remedies under this Contract.

If at any time there shall be evidence of any lien or other claim for which, if established, the Town may become liable, directly or indirectly, and which is chargeable to the CONTRACTOR, the Town may retain out of the payment then due or thereafter to become due, an amount sufficient to completely indemnify it against any such claim. If there proves to be any such claims after all the payments are made, the CONTRACTOR shall refund to the Town all moneys that the Town pays in discharging such claim in consequence of the CONTRACTOR's default.

C. Payment if the OWNER Causes Delay. In accordance with G.L. c.30, §390(a), the OWNER may order the General CONTRACTOR in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the OWNER; provided however, that if there is a suspension, 'delay or interruption for fifteen (15) days or more or due to a failure of the OWNER to act within the time specified in this Contract, the OWNER shall make an adjustment in the Contract Price for any increase in the cost of performance of this Contract but shall not include any profit to the General CONTRACTOR of such increase; and provided further, that the OWNER shall not make any adjustment in the Contract Price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this Contract provides for an equitable adjustment of the Contract Price under any other Contract provisions.

G.L. c.30, §390(b) provides that the General CONTRACTOR must submit the amount of a claim under provision (a) to the OWNER in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this Contract and, except for costs due to a suspension order, the OWNER shall not approve any costs in the claim incurred more than 20 days before the General CONTRACTOR notified the OWNER in writing of the act or failure to act involved in the claim.

ARTICLE 8. FINAL PAYMENT

Final payment shall be made by the OWNER to the CONTRACTOR when (a) a final Application for Payment, certified for payment by the Architect, Engineer, or the OWNER as the case may be, has been submitted to the OWNER, and (b) whichever of the following first occurs: (i) the CONTRACTOR has substantially completed the Work so that the value of the work remaining to be done is, in the estimate of the OWNER, less than one (1 %) per cent of the original Contract Price, or (ii) the CONTRACTOR has substantially completed the work and the OWNER takes possession for occupancy.

Final payment shall constitute payment of the entire balance due on the Contract less (i) a retention based on the OWNER's estimate of its claims against the CONTRACTOR and of the cost of completing the incomplete and unsatisfactory items of work and less (ii) a retention for direct payments to Subcontractors pursuant to the provisions of M.G.L. c.30, §39F.

Interest on overdue payments shall be paid pursuant to the provisions of G.L. c.30, §39K.

The final payment for work done under this Contract shall be made only after the CONTRACTOR has signed a statement under the penalty of perjury certifying that the work described in this Contract has been completed.

The payments of the amounts due under this Contract or in accordance with any written alterations of the same by the parties hereto shall release the OWNER and all of its officers, agents, and employees from any and all claims and liability in any way relating to this Contract or any such alternation thereof or anything relating thereto.

ARTICLE 9. PROJECT GUARANTEE

The CONTRACTOR guarantees that the Work and services to be performed under the Contract and all workmanship, material, and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other Contract Documents; that the strength of all parts of all manufactured equipment shall be adequate and as specified; and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one (1) year from and after the date of completion and acceptance of the Work. If part of the Work is accepted by the OWNER, the guarantee for that part of the Work shall be for a period of one (1) year from the date fixed for such acceptance.

If at any time within said period of guarantee any part of the Work requires repairing, correction, or replacement, the OWNER may notify the CONTRACTOR in writing to make the required repairs, corrections, or replacements. If the CONTRACTOR neglects to commence making such repairs, corrections, or replacements to the satisfaction of the OWNER within three (3) days from the date of receipt of such notice, or having commenced, fails to prosecute such Work with diligence, the OWNER may employ other persons to make the same, and all direct and indirect costs of making said repairs, corrections, or replacements, including compensation for additional professional services, shall be paid by the CONTRACTOR.

ARTICLE 10. TERMINATION, SUSPENSION, OR DELAY

A. Termination for Cause. The OWNER may terminate this Contract for cause by written notice, in accordance with Article 14 C. if the OWNER determines that any of the following circumstances have occurred:

1. The CONTRACTOR is adjudged bankrupt or has made a general assignment for the benefit of its creditors;
2. A receiver has been appointed of the CONTRACTOR's property;
3. All or a part of the Work has been abandoned;
4. The CONTRACTOR has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the OWNER, except as provided in the Contract;
5. The Architect or the OWNER has determined that the rate of progress required on the Project is not being met; or
6. The CONTRACTOR has substantially violated any provisions of this Contract.

In the event of such termination, the OWNER may hold the CONTRACTOR and its sureties liable in damages as for a breach of contract, and/or the OWNER may notify the CONTRACTOR to discontinue all work, or any part thereof, and the CONTRACTOR shall discontinue all Work, or any part thereof, as the OWNER may designate.

The OWNER may complete the Work, or any part thereof, and charge the expense of completing the Work or part thereof, to the CONTRACTOR.

The OWNER may take possession of and use any materials, machinery, implements and tools found upon the site of said Work. The OWNER shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the CONTRACTOR shall be solely responsible for their removal from the Project site after the OWNER has no further use for them.

The OWNER may, at its option, require the surety or sureties to complete the Contract.

B. Termination Liabilities. All expenses charged under paragraph A shall be deducted and paid by the OWNER out of any monies then due or to become due the CONTRACTOR under this Contract; and in such accounting the OWNER shall not be held to obtain the lowest figures, by competitive bid or otherwise, for the work of completing the Contract or any part thereof. Because both parties recognize (1) that the time for completion of this Contact is of the essence, (2) that the Town will suffer loss if the work is not completed within the contract time specified, plus any extension thereof allowed in accordance with the provisions of this Contact, and (3) the delays, expense and difficulties involved in a legal proceeding to determine the actual loss suffered by the Town if the work is not completed in time, it is agreed that the CONTRACTOR will pay the Town as liquidated damages the sum of Two Hundred Dollars ($200) per day for each and every day thereafter that it fails to deliver such work completed according to the requirements of the Contract. Such liquidated damages shall be paid not as a penalty, but to cover losses and expenses to the OWNER, including intangible costs and losses that are or may be impracticable to ascertain. Allowing the CONTRACTOR to continue to finish the work (or any portion of the work) after the time specified for completion of the work shall not operate as a waiver on the part of the Town of any of its rights under the Contract or otherwise under law or equity.

All sums actually paid by the OWNER to complete the Work shall be charged to the CONTRACTOR. In case the expenses charged are less than the sum which would have been payable under this Contract if the same had been completed by the CONTRACTOR, the CONTRACTOR shall be entitled to receive the difference. In case such expenses shall exceed the said sum, the CONTRACTOR shall pay the amount of the excess to the OWNER.

C. Termination - No Fault. The OWNER may terminate this Agreement by notice to the CONTRACTOR for the convenience of the OWNER. In the event that this Contract is so terminated by the OWNER or otherwise terminated by the OWNER, by written notice in accordance with Article 14c., and termination is not based on a reason listed in paragraph A., the CONTRACTOR shall be compensated for its costs incurred on the Project, including reasonable costs of demobilization, calculated on a percent completion basis, covering the period of time between the last periodic payment and the date of termination, less any hold back due to claims against the CONTRACTOR, pending resolution of same.

Payment by the OWNER pursuant to this paragraph shall be considered to fully compensate the CONTRACTOR for all claims and expenses and those of any consultants, Subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

Should any termination for cause be determined to be invalid or not for proper cause, then the termination shall be deemed to have been for the convenience of the OWNER and the CONTRACTOR shall be entitled to payment as provided for herein.

Any termination or suspension shall not impair the right of the OWNER to recover damages occasioned by the fault of the CONTRACTOR. Any suspension shall not limit the right of the OWNER to terminate.

D. Suspension and Delay. Should the OWNER be prevented or enjoined from proceeding with Work either before or after the start of construction by reason of any litigation or other reason beyond the control of the OWNER, the CONTRACTOR shall not be entitled to make or assert claim for damage by reason of said delay but time for completion of the Work will be extended to such reasonable time as the OWNER may determine will compensate for time lost by such delay with such determination to be set forth in writing. See also Article 7C, citing G.L. c.30, § 390(a) and (b).

ARTICLE 11. REPRESENTATIONS AND CERTIFICATIONS OF THE CONTRACTOR

The CONTRACTOR hereby represents and certifies under the pains and penalties of perjury:

A. Organization. The CONTRACTOR is a duly organized and validly existing corporation/partnership/trust/sole proprietorship [select one] and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the transactions contemplated hereby.

B. Authority. (Not applicable to sole proprietorships.) This Agreement has been duly executed and delivered on behalf of the CONTRACTOR by its president/treasurer/general partner/trustee/other [select one] to and in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof. The person executing this Agreement is, as of the date hereof, the president/treasurer/general partner/trustee/other [select one] of the CONTRACTOR.

C. Non-Collusion. The bid upon which this Agreement was based was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

D. Tax and Contributions Compliance. The CONTRACTOR is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of contributions.

CONTRACTOR's tax identification number is: _____

E. Municipal Taxes and Liens. The CONTRACTOR has paid all real estate, personal property or excise tax, water charges, fines and or any other municipal lien charges due to the Town of Cheshire.

F. Debarment. The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency.

G. Minimum Wage. The CONTRACTOR shall comply with the requirements of the G.L. c.l49, §§26 through 30, inclusive, as amended, all of which are hereby incorporated herein by reference, and Minimum Wage Rates and Health and Welfare and Pension Fund Contributions as determined by the Commissioner of Labor and Industries under the provision of the aforesaid statutes as applicable.

H. Licenses and Permits. The CONTRACTOR is in possession of all required licenses and permits for any activity that may occur from the CONTRACTOR's operations under this Agreement. The CONTRACTOR will submit copies of such licenses and/or permits upon request.

I. Discrimination. It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the CONTRACTOR to engage in any practice which shall violate any provision of G.L. c.151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions, or privileges of employment because of race, color, religion, creed, national origin, sex, sexual orientation, age or ancestry.

J. Conflict of Interest. The bidder certifies that no official or employee of the OWNER has a financial interest in this quotation or in the Contract which the bidder offers to execute or in the expected profits to arise there from, unless there has been compliance with provisions of G.L. c.43, §27 (Interest in Public Contracts by Public Employees), and G.L. c.268A, §20 (Conflict of Interest), and that this quotation is made in good faith without fraud or collusion or connection with any other person submitting a quotation.

ARTICLE 12. INSURANCE

(1)Broad form General Liability coverage naming the Town as additional insured, written on a "per occurrence" basis and with an aggregate cap no less than three times the required limit: $1,000,000 CSL. Such insurance shall (i) include contractual liability coverage, (ii) completed operations coverage; (iii) not be subject to any of the special property damage liability exclusions commonly referred to as XCV exclusions; and (iv) be extended by the addition of the so-called "broad Form Property Damage Endorsement".

(2)Automobile Liability coverage, including coverage for owned, hired or borrowed autos: $1,000,000 CSL.

(3)Worker's Compensation coverage (per Massachusetts law) and Employer's Liability coverage: coverage A at statutory limits and coverage B at limits of $100,000/$500,000/$100,000.

(4)Umbrella or Excell Liability coverage following form of underlying General and Automobile Liability coverage: $1,000,000 CSL.

(5)Wherever applicable, including, but not limited to Contractor's Comprehensive General Liability Insurance, all insurance coverage shall be on an "occurrence basis" and not a "claims-made basis".

(6)Certificates of Insurance and copies of policies acceptable to the Town shall be addressed to and filed with the Town Administrator prior to commencement of the work. Renewal certificates shall be filed with the Town Administrator at least thirty (30) days prior to the expiration date of required policies.

(7)No insurance coverage shall be subject to cancellation or non-renewal without at least thirty (30) days prior written notice forwarded by registered or certified mail to the Town. The Contractor shall notify the Town of the attachment of any restrictive amendments, material changes or impairment to the policies.

(8)All premium costs shall be included in the Contractor's bid. The Contractor shall be responsible for the cost of any and all deductibles.

(9)The Town of Cheshire (including its officials, employees, agents and representatives) shall be named as an additional insured on all the Contractor's Insurance Policies.

Prior to the execution of a contract, the successful bidder shall furnish to the Town, Certificates of Insurance which evidence the maintenance of the above policies.

All Certificates of Insurance shall include the Town of Cheshire as an additional named insured and shall require a thirty day notice of cancellation to the Town.

ARTICLE 13. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and save the OWNER harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments or any nature whatsoever that may be imposed upon or incurred by or asserted against the OWNER by reason of any of the following occurrences during the term of this Contract:

(1) any accident, injury to, or death of any person or any damage to property arising out of or in any way referable to the work or the exercise by the CONTRACTOR or any of his employees, agents or Subcontractors, of any right or privilege hereby granted; or

(2) any use, non-use, condition, or occupation of the CONTRACTOR or any of his employees, agents or Subcontractors of the property; or

(3) any failure of the CONTRACTOR or any of his employees, agents or Subcontractors, to perform or comply with any contracts, agreements or restrictions, statutes, laws, ordinances or regulations affecting the Work or any part thereof.

ARTICLE 14. MISCELLANEOUS PROVISIONS

A. References. Where reference is made in this Contract to a provision of the General Conditions, the Technical Specifications or another Contract Documents, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

B. Terms Required by Law. All terms required by law to be included in this Contract are hereby included and shall be in as full effect as if set forth in full herein.

C. Notice.

1. Any notice required to be given to the CONTRACTOR under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested to: _____ _____or such other address as the CONTRACTOR from time to time may have designated by written notice to the OWNER and shall be deemed to have been given when mailed by the OWNER. All such addresses shall contain a street address.

2. Any notice required to be given to the OWNER by the CONTRACTOR under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested to: Town of Cheshire, 80 Church Street, P.O. Box 647, Cheshire, MA 01225 or such other address as the OWNER from time to time may have designated by written notice to the CONTRACTOR and shall be deemed to have been given when mailed by the OWNER.

D. Independent Contractor. The CONTRACTOR is not an agent or employee of the OWNER and is not authorized to act on behalf of the OWNER. The CONTRACTOR is not entitled to any benefits or privileges of the OWNER's employees by reason of this agreement.

E. Complete Agreement. This Agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

F. Assignment. The CONTRACTOR shall not assign this Agreement, or any interests therein, without prior written consent of the TOWN.

G. Subcontractors. The CONTRACTOR shall not engage any other company, Subcontractor or individual to perform any obligation hereunder, without the prior written consent of the OWNER.

H. Governing Law. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.

I. Enforceability. In the event any provision of this Agreement is found to be legally unenforceable, such unenforceabi1ity shall not prevent enforcement of any other provision of the Agreement.

J. Personal Liability. No member, employee, official, office, agent, staff or consultant of the OWNER shall be under any personal obligation or liability by reason of this Contract, the execution thereof or anything relating thereto.

K. All section headings and captions used in this Agreement are solely for convenience and shall not affect the interpretation of this Agreement.

L. This Contract shall not be enforceable against the Town unless and until the CONTRACTOR complies with this section. This Contract is only binding upon, and enforceable against the Town if:

(i) the Contract is signed by the Board of Selectmen or its designee;

(ii) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and

(iii) endorsed with the approval of the Town Counsel as to form.

M. This contract shall be binding upon the CONTRACTOR, its assigns, transferees, and/or successors in interest and, where not corporate, the heirs and estate of the CONTRACTOR.

IN WITNESS WHEREOF, the said OWNER and the said CONTRACTOR have executed this Agreement as a sealed instrument as of the date first written above.

_____ _____

_____ Representative of Contractor

_____

_____

_____

Town of Cheshire Board of Selectmen

Date:_____ Date:_____

Department Reports

August 2021 Cheshire COA

Monthly Report to the Cheshire Board of Selectmen

Greetings:

The COA of Cheshire continues to be a very busy, active environment. We continue to offer hot meals which are 100 to 125 meals a week. Brenda has organized the meal program so it operates efficiently. We are very grateful for volunteers: Mal, Don, Maria, Joanne, Dan, Dale, Bob, Gene, Pat, Peter who volunteer a minimum of 5 hours a week in the kitchen and or the Grab n Go meals. 476 lunches were served for the month of August.

Volunteer hours from August 3 through August 31, 2021: 197 hours. If paid minimum wage if would equal: $2,425.36

Activities:

* 25 residents attended a play at the Barrington Stage. Transportation was provided on the van with hours volunteered by the volunteer. Saturday, August 21, 2021
* Offered Card Making with Lorraine – 6 attended
* Bracelet Making with Stephanie – 5 attended
* Morning Exercise is well attended with 10- 12 participants
* Intuitive Painting – 15 attended
* An Elder Services Nutritionist presented a discussion on Nutrition and the Importance of Strength Building
* CHP Mobile Health Van – Offered Covid Testing and 3 varieties of the vaccine. I am working with them on a plan to offer the booster vaccine and the flu shot
* Celebrated August birthdays with a decorated cake from Elder Services
* Attended Outreach Workers of Berkshire County meeting at the Williamstown COA
* Outreach: Addressing assistant living options for 1 individual
* Connected 1 individual to receive financial assistance from the Lion's Club for hearing aids
* Addressing the needs of individuals coping with grie

September Monthly Report to the Cheshire Selectmen

* 33 Farmer Market Coupon books was distributed and I plan on reaching our goal of 35 by Friday, September 10th

* *Looking forward to offering the following in September:*

  * Quilting with Betty. Second and Fourth Thursday at 1:00pm

  * Surprise Craft - September 10th 12-1:30pm

  * Let's Talk Anxiety with Carole, September 17 1pm-2pm

  * Let's Make Healthy Snacks on September 24 from 1pm to 2pm

  * A Foot Clinic will take place on Thursday, September 16 by appointment

  * Ice Cream Social on September 22 from 12:30 on

  * Historian, Barry Emery, will offer a presentation on September 20th at 12:30pm and 6:30pm (Cheshire Prisoners of War Camps)

  * Betty King addressed 91 Birthday cards for September 5, 2021

  * The dishwasher has arrived. Installation coordination is in process

  * Shuffle Ball games are offered Monday evenings at 6pm

  * Bikes are available with the tricycle arriving any day

  * Attractive benches were donated by Joe and Sandra Sloane in remembrance of Sandra's parents. Thank you to the highway department for the installation of the benches and their continued support in assisting the needs of the center

  * Completed payroll sheets

  * An ipad awarded from MarTap has been purchased and will be in use for the van driver. The goal is to connect it to My Senior Center for scheduling rides.

Sincerely,

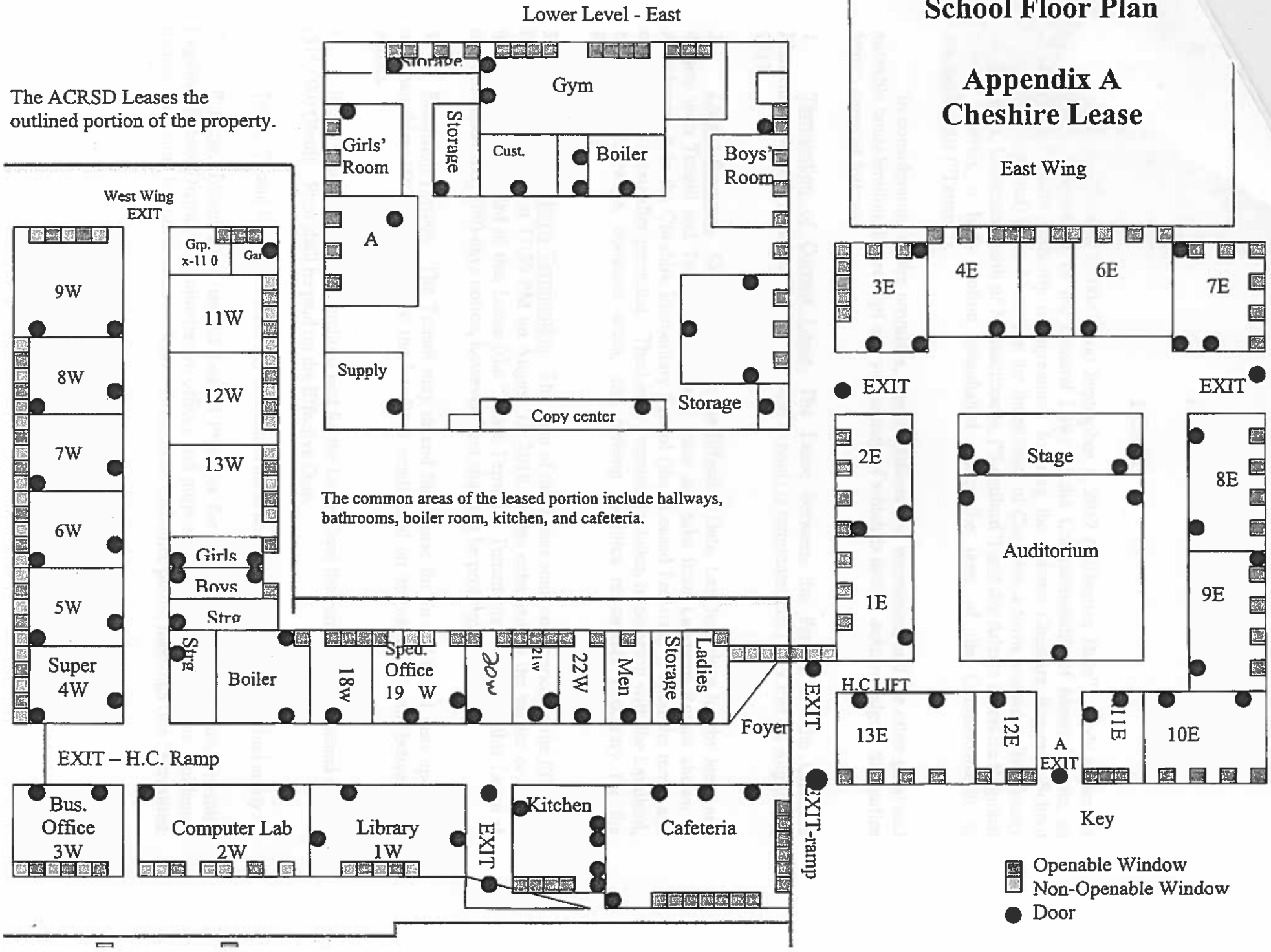
Carole A. Hilderbrand, Director

School District Lease

Cheshire Elementary School Floor Plan

Appendix A
Cheshire Lease

The ACRSD Leases the outlined portion of the property.



The common areas of the leased portion include hallways, bathrooms, boiler room, kitchen, and cafeteria.

LEASE

LEASE, effective 12:00am on September 1, 2021 ("Effective Date"), made under the provisions of Chapter 71 of the General Laws of the Commonwealth of Massachusetts, as amended, and under authority of agreement forming the Hoosac Valley Regional School District (as amended) by and between the Inhabitants of Cheshire, a town located in the County of Berkshire, Commonwealth of Massachusetts, ("Landlord") and the Hoosac Valley Regional School District, a body politic established under the laws of the Commonwealth of Massachusetts ("Tenant").

In consideration of the promises, representations and warranties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination of Current Lease. The Lease between the Parties for the Cheshire Elementary School (f/k/a the Cheshire Central School) is terminated on 11:59 PM on August 31, 2019.

2. Leased Premises. Commencing on the Effective Date, Landlord does hereby lease and demise unto Tenant and Tenant does hereby lease and take from Landlord Rooms 1W, 2W, 3W, 4W, and 18W, 19W, 20W, and 21W as shown in Attachment A in the Cheshire Elementary School (the "Leased Premises"), upon the terms and conditions as hereinafter provided. The Lease Premises includes, in common with the Landlord, bathrooms, hallways, common areas, and parking facilities reasonably necessary for the Permitted Use. The Landlord shall have concurrent use of 2W with Tenant.

3. Lease Term: Early Termination. The term of this Lease shall commence on the Effective Date and terminates at 11:59 PM on August 31, 2024, unless extended by the parties or sooner terminated as provided in this Lease (the "Lease Term"). Tenant may terminate this Lease at any time upon no less than 6 month's notice, however, Rent shall not be prorated. Landlord may terminate this lease upon no less than 6 month's notice, at which time Rent will be prorated.

4. Extension Periods. The Tenant may extend this Lease for an additional year upon not less than sixty (60) day's notice to the Landlord conditional on mutual agreement between the parties.

5. Rent Tenant shall pay to Landlord rent in the sum of Twelve Thousand Five-Hundred Dollars ($12,000) each contract year (Rent). Rent shall be paid by September 1 of each year.

6. Taxes. Tenant is not liable for any real estate taxes and is a tax exempt municipal entity.

7. Purpose. Tenant shall use the Leased Premises for the operation the Hoosac Valley Regional School District's administrative offices and purposes reasonably related and incidental thereto, including but not limited to School Committee and other public

meetings (the "Permitted Use").

8. Signage. Tenant may install or erect any sign on or about the Leased Premises, including the exterior of the building and the Cheshire Elementary School Property without Landlord's prior approval provided that the size, type, shape, design, color, material, content, and method of attachment of any such signage shall have been approved by the applicable government authority.

9. Fixtures. Tenant may at all times erect or install furniture and trade fixtures. Tenant may remove such items prior to the termination of this Lease, provided further that Tenant shall remove any such items without causing damage to the Leased Premises. Non-trade fixtures shall be the property of the Landlord at the conclusion of the lease unless Landlord, prior to the termination of this Lease, consents in writing otherwise. Prior to the termination of this Lease, Tenant shall repair any damage caused by any removal by Tenant of any such items. Any furniture or trade fixtures that have not been removed by Tenant by the termination of this Lease shall be deemed abandoned by Tenant and shall automatically become the property of the Landlord.

10. Maintenance and Repairs.
    a. Landlord shall maintain Cheshire Elementary including Leased Premises in substantially as good order and repair as at the Effective Date and replace, repair and maintain as necessary the entire Leased Premises (including those improvements that are common areas), including, but not limited to: (i) the roof and major structural components and systems of the Improvements, including, without limitation, buildings, and fixtures; (ii) all walkways, parking and driveway areas and exterior glass and walls; (iii) all plumbing, electric, gas, heating, cooling, ventilating and air conditioning systems; (iv) all utility connections serving the Leased Premises;(v) all equipment necessary or desirable to provide water or related services or facilities to the Leased Premises; (vi) all equipment necessary or desirable to provide sewer or related services or facilities to the Leased Premises; and, (vii) all other utilities or related services or facilities servicing the Leased Premises. Landlord shall: provide trash and recyclable material removal; keep free from snow and ice all walkways, parking (unpaved and paved) and driveway areas and means of ingress and egress to and from the Leased Premises; keep all waste and drain pipes open; replace all broken glass windows. Landlord shall maintain the Leased Premises, in their condition as at the Effective Date, excepting reasonable wear and tear unless the damage necessitating the repair was caused by the act or omission of the Tenant or its invitees.

    b. Tenant acknowledges, understands and confirms that Landlord has let the Leased Premises "as-is" and in its present condition.

11. Utilities and Services
    a. Landlord shall provide, maintain and pay for all utility services for the Leased Premises, including, but not limited to any and all: (i) utility connections serving

the Leased Premises (ii) municipal water charges and assessments and equipment necessary or desirable to provide water or related services or facilities to the Leased Premises; (iii) heat, hot water and electricity and related services or facilities servicing the Leased Premises; and (iv) other utilities or related services or facilities servicing the Leased Premises.

b. Tenant shall be responsible for Tenant's telephone, cable and internet services.

c. Landlord shall be responsible for janitorial and cleaning services for Rooms 1W, 2W, 3W, 4W and 19W to include disinfecting, removal of trash, and vacuuming carpeted areas. The Tenant shall be responsible for all other janitorial and cleaning services should it desire more. Landlord shall also be responsible for janitorial and cleaning services for the remainder of the Cheshire Elementary School, including, but not limited to common areas, bathrooms, and landscaping.

12. Insurance. Tenant shall maintain at its own cost and expense at all times during the Term insurance for its personal property and fixtures and general liability insurance with such coverages and in such amounts as the Tenant determines in its sole discretion. Landlord shall be responsible for any and all insurance on the real property and improvements, including the Leased Premises.

13. Surrender of Possession. At the termination of the Term, peaceably deliver up and surrender possession to Landlord of the Leased Premises.

14. Environmental Compliance. Tenant shall not store or permit hazardous substances, hazardous wastes or other pollutants or contaminants, whether petroleum based or otherwise, as defined in applicable state, federal and local laws, rules or regulations (hereinafter "Hazardous Materials") on the Premises unless properly permitted and reasonably related to the Permitted Use. Tenant shall provide for the proper storage and disposal of all chemicals, solvents, wastes, and other products used or produced in the operation of Tenant's Business. Neither Tenant nor any of its Agents shall cause or permit any spill or discharge of any Hazardous Material on or about the Premises or to any land, air, surface water, ground water, any sewer, septic system or waste treatment facility or system serving the Premises ("Hazardous Discharge"). Tenant shall notify Landlord within twenty four (24) hours of any actual or threatened Hazardous Discharge.

15. Landlord's Rights of Reentry and Inspection. Landlord may enter the Leased Premises at reasonable hours with reasonable notice to Tenant, except in an emergency (in which event no notice shall be necessary), for purposes of inspection, maintenance, repairs, alterations or additions as Landlord may deem necessary, provided that in so doing Landlord uses reasonable efforts to avoid materially interfering with Tenant's proper or lawful occupancy or use of the Leased Premises.

16. Quiet Enjoyment. For so long as Tenant shall not be in default hereunder, Tenant shall be entitled to the use and quiet enjoyment of the Leased Premises subject to the terms of

this Lease without any manner of hindrance from Landlord or any person or persons claiming any rights to or under the Leased Premises.

17. Destruction of Leased Premises. If the Leased Premises shall be damaged or destroyed by fire or other casualty in whole or in part, Tenant or Landlord may terminate the Lease and Rent shall be prorated as of the date of the termination.

18. Assignment. Tenant shall not assign or sublet this Lease or Tenant's interest in the Leased Premises, or any part thereof, to any third party and any such assignment or sublease is void.

19. Force Majeure. Neither Landlord nor Tenant shall be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any Government Authority, civil riot, floods, and any other cause not reasonably within the control of Landlord or Tenant and which by the exercise of due diligence Landlord or Tenant is unable, wholly or in part, to prevent or overcome.

20. Notices. All notices required to be given by one party to the other shall be sufficiently given by mailing, by certified mail, return receipt requested or by nationally recognized overnight courier to the Landlord at the Cheshire Massachusetts Town Hall and to Tenant at the Leased Premises or such other address as a party may give notice pursuant to this section. Notice may also be sent by any electronic or data transmission, such as facsimile or e-mail, or by any commercially accepted method provided there is evidence of receipt.

21. Heirs, Successors and Assigns. The provisions of this Lease shall insure to the benefit of and be binding upon the parties' respective heirs, executors, administrators, successors and assigns.

22. Governing Law. This Lease shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts.

23. Due Execution. Each party represents and warrants that: (a) it has full right, power and capacity to execute, deliver and perform its obligations under this Lease, which is a valid and binding obligation of such party, enforceable in accordance with its terms and (b) its execution and delivery of this Lease does not and the performance of its obligations hereunder will not: (i) violate any term, condition or provision of any Applicable Law or (ii) result in any default under any other agreement, instrument or obligation to which it is a party. Each person executing this Lease on behalf of a party represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such party in accordance with applicable law, rule and regulation.

24. Construction. The titles and subtitles of the articles and sections of this Lease are merely for the convenience of the parties and are not in any manner or respect to aid in or affect the interpretation of the respective articles and sections following such titles or subtitles

or of any parts of this Lease. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require. Except as expressly provided for hereunder, each covenant, agreement, obligation or other provision of this Lease on Tenant's part to be performed, shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease.

25. Severability. The various terms, conditions and provisions of this Lease are severable, and if any one or more of such terms, conditions or provisions shall be held to be invalid or unenforceable, the balance of this Lease shall be valid and enforceable as if such invalid or unenforceable term, condition or provision had never been included.

26. Lease Contains All Agreements. This Lease sets forth all promises, agreements, conditions and understandings between Landlord and Tenant relative to the Leased Premises and there are no promises, agreements, conditions or understandings, either oraJ or written, between them other than are herein set forth. No agreement shall be effective to change, modify , waive, release, discharge , terminate or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing, refers expressly to this Lease and is signed by Landlord and Tenant.

In witness whereof, the said Inhabitants of Cheshire bas caused its corporate seal to be hereto affixed, acknowledged and delivered in its name and behalf by its Board of Selectmen, and the Hoosac Valley Regional School District though its Committee, this _____ day of _____.

_____ _____

For the Cheshire Select Board For the Hoosac Valley School Committee

Mail & Information

MEMORANDUM

TO: Municipal Chief Executives
FR: Heath Fahle, A&F FFO
DT: June 1, 2021
RE: Deadline Extension for the Coronavirus Relief Fund – Municipal Program

---

The Commonwealth of Massachusetts created the Coronavirus Relief Fund – Municipal Program (CvRF-MP) to make up to $502 million in federal resources available to municipalities to respond to the public health emergency caused by the Coronavirus Disease (COVID-19). This memorandum provides an updated deadline for the conclusion of CvRF-MP and other related details.

Conclusion of CvRF-MP

On December 17, 2020, the Executive Office for Administration & Finance (A&F) announced the CvRF-MP Reconciliation Period for municipalities to access the remaining portion of the total amount available to them on a reimbursement basis. The deadline for this period was originally scheduled to end January 29, 2021. This deadline was later extended until the end of February 2021 and then to June 30, 2021.

This memorandum announces the final extension of the program deadline to **4pm on Friday, October 29, 2021**.

Municipalities with a remaining balance of their allocation can apply for reimbursements until that date. This deadline provides cities and towns with more time to access CvRF-MP funds and gives the Commonwealth the ability to reallocate unexpended balances instead of returning them to the federal government.

In general, A&F expects municipalities to receive the beneficial use of CvRF-MP resources (i.e., goods delivered, services rendered) by October 29, 2021.

A&F may, in certain limited circumstances, pre-approve use of CvRF resources if the beneficial use will take place between October 30, 2021 and December 31, 2021. However, this pre-approval will need to occur by October 29, 2021 so the Commonwealth can account for unexpended balances and re-allocate those funds to essential public needs instead of reverting to the federal government.

Eligible Uses & Compliance

Managing compliance risks remains a key focus for A&F. Municipalities should remain cognizant of these concerns over the coming months. For example, CvRF eligible expenses must

be necessary due to the COVID-19 public health emergency. This standard may be more difficult to satisfy as COVID restrictions ease.

The concurrent availability of multiple federal funding sources for similar expenses creates significant administrative challenges. Municipal officials are advised to take all reasonable steps to simultaneously manage CvRF-MP, the American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund (CLFRF), the FEMA Public Assistance grant program, and other federal grants.

Next Steps

Municipalities are reminded of the two distinct workstreams associated with CvRF-MP, including:

- Reconciliation Period Applications – Municipalities apply for reimbursement for CvRF-eligible expenses as described in the program guidance. As noted above, this application process will conclude on October 29, 2021.
- Quarterly spending reports – The US Department of the Treasury requires quarterly spending reports for CvRF. Municipalities should continue to submit quarterly spending reports until September 2, 2022. Please review the program guidance for more information.

TOWN OF CHESHIRE

80 CHURCH STREET | CHESHIRE, MASSACHUSETTS 01225
PHONE (413) 743-1690 X.19 | EMAIL: BLDGINSPECT@CHESHIRE-MA.GOV

WWW.CHESHIRE-MA.GOV

BUILDING DEPARTMENT

SEPTEMBER 1, 2021

To: The Town of Cheshire Slectboard

Subject: Inspection findings for 191 Church St. – Youth Center

Dear Slectboard,

I am writing this to you as the town is the owner of 191 Church St. in Cheshire.
While performing the required yearly inspection for the Youth Center so that they may receive their yearly Certificate of Inspection, it was noted that there were some code violations that will need to be addressed.

There are no graspable handrails on the exterior staircase that the Youth Center uses for their main entrance. The Building Code 780CMR section 1014.1 requires that there be handrails installed on the staircase.
I would suggest this be corrected as soon as possible as it is a safety hazard and will put the town at risk if someone were to fall. (A Building Permit will be required for this correction)

512CMR (accessibility code) section 30.9.6 requires that the piping for sink trap drains exposed under sinks be insulated to avoid a person in a wheelchair from being scalded. There are two toilet rooms that are marked as accessible which have exposed piping under the sinks. Proper covers must be installed that meet the ASTM E-84 standard.

The Youth Center has received its Certificate of Inspection with the understanding that the town will correct these items as soon as possible.

Please let me know if you have any questions that I may answer.

If you are aggrieved by this determination, you may appeal to the Building Code Appeals board.

Sincerely,

Brian Duval

Brian Duval

Interim Building Commissioner / Zoning Enforcement Officer

CC, Jenifer Morse, Town Administrator

DLS
DIVISION OF LOCAL SERVICES
MA DEPARTMENT OF REVENUE

Geoffrey Snyder
Commissioner of Revenue

Sean R. Cronin
Senior Deputy Commissioner

September 3, 2021

City/Town/District of Cheshire

Due to several staff changes within the Bureau of Accounts (BOA), I am writing to tell you that your current BOA field representative, Matthew Andre, will no longer be your BOA contact. Effective September 7th, your new BOA field representative will be Katie Scopelleti, who may be reached at scopelletik@dor.state.ma.us or (617) 626-2312.

As you are aware, each of the Bureau of Accounts Field Representatives is a key liaison to city and town financial officials. Katie has several years of experience as a BOA field representative and will be an excellent resource for your community.

If you have any questions or concerns, please feel free to contact me at (413) 452-3977 or wagnerd@dor.state.ma.us.

Sincerely,

Deborah A. Wagner

Deborah A. Wagner
Director of Accounts