TOWN OF CHESHIRE

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

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OFFICE OF THE BOARD OF SELECTMEN

Meeting Minutes – September 21, 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 21, 2021, at 6:30 PM.

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

Members Absent: Mark Biagini

Others Present: Jennifer Morse, Town Administrator; Peter Traub; I Berkshires; John Tremblay (remote); Karen Kuszyna (remote); Mickey Biagini (remote); Steven Lafogg; Richard Gurney; Robert Navin, Highway Superintendent.

M. Francesconi called the meeting of the Board of Selectmen to order at 6:30 p.m.

Summary of Votes Taken:

- Voted to approve D. Condron Water Department Emergency Repairs Contract - Roll Call Vote: 4-0
- Voted to approve the UMASS Boston Edwards J. Collins Center for Public Management Agreement for Financial Policies – Roll Call Vote: 4-0
- Voted to submit the Community Compact IT Grant – Roll Call Vote 4-0
- Voted to approve the Minutes of September 7, 2021, and September 21, 2021 - Roll Call Vote 4-0
- Voted to enter into Executive Session to review Executive Session Meeting Minutes – Roll Call Vote 4-0
- Voted to adjourn the regular meeting – Roll Call Vote 4-0

1. Water Department Projects

The Water Commissioners Richard Gurney and Steven Lafogg joined the board to discuss Water Department Project. Water Commissioner Michael Biagini joined remotely at 6:40 p.m. R. Gurney updated the board on the Route 8 Project from Pumphouse Road to Crest Drive that started last week. This project has been prioritized due to the DEP consent order; the project is expected to be complete in three – four months. The next step is to have the rest of Route 8 engineered.

Discussion on Depot and Railroad Street, the water lines have been engineered, there was discussion on using ARPA funds for water infrastructure to complete the project including pavement. Robert Navin said that the top of Depot Street will be funded using Chapter 90 money, the remainder will piggyback with the water project. There was discussion about the next phase of the Route 8 project and the possibility of federal infrastructure funds. The Water Commissioners explained that they want to do Richardson Street/School Street, so water

outages won't be affected town wide if there was to be outage. R. Killeen suggested that the Water Department investigate selling excess water as Cheshire was voted high in a national contest of best drinking water.

2. Department Reports

a. Robert Navin, Highway Superintendent gave the following updates:

1. Route 116 lines are painted as well as the center lines done around town
2. Rubberized Chip Sealing project is finished and came out great, should preserve the roads for a few more years. He will monitor them through the winter months and will consider using the same method next year if they hold up well.
3. Paving for Crest Dr, Arnold Court, Stonehedge Rd, East Main Street and the upper section of West Mountain Road is out to bid right now for a fall completion date using Chapter 90 funds.
4. Wells Road Emergency Repair from two weeks ago was successful with thanks to the contractors, Conservation Commission, employees who worked and the Town Administrator.
5. The F550 is at the dealer and is in line to be built. The M2 Freightliner will be in soon and will hopefully be delivered in February. Timing for the two trucks is such that one borrowing can be done for both vehicles, getting a better rete and saving on fees.
6. Temporary Caretaker/Janitor position has been filled and seems to be working out so far
7. The crew continues to work on mowing, patching, and will start fall grading, leaf glowing and winter prep in the coming weeks.

3. Discussion/Decision Items

a. **Zarek Family – Little Free Library near Father Tom Campsite** – Ellyn Zarek joined the board to present and offer the complete installation of a little free library near the Father Tom Campsite. M. Francesconi let her know that there is a library at Leland Park and thanked the Zarek Family for the offer stating that it should be brought to the Appalachian Trail Committee for further discussion. Robert Navin suggested that it be placed closer to the plows if the intent is for it to be used by hikers on the rail trail as well. The Board agreed that the discussion should continue and thanked Ellyn again for their generosity.

b. **D. Condron – Water Department Emergency Repairs Contract** - J. Morse noted that D. Condron had the bid and that the contract had been reviewed by counsel.
A motion was made by M. Francesconi and seconded by S. McGrath to sign the D. Condron contract for Water Department Emergency Repairs
Roll Call Vote: J. Levesque – Yes, S. McGrath – Yes, R. Killeen – Yes, M. Francesconi - Yes.
Motion Carries: 4-0

c. UMASS Boston (Edward J. Collins, Jr. Center for Public Management) Agreement for Financial Policies-
This agreement is for the Best Practices Grant for Financial Policies – grant awarded for $13,500.
A motion was made by M. Francesconi and seconded by J. Levesque to sign the agreement with UMASS Boston (Edward J. Collins, Jr. Center for Public Management) for Financial Policies
Roll Call Vote: J. Levesque – Yes, S. McGrath – Yes, R. Killeen – Yes, M. Francesconi - Yes.
Motion Carries: 4-0

d. **Town Building Key Project** - J. Morse updated the board that she, M. Francesconi and Robert Navin had met with the Locksmith to add the Community Center to the quote. Once the quote has been received it will be brought to the board to move forward. J. Levesque noted that a key policy should be put into place.

e. IT Grant Application - J. Morse had compiled the proposals from Retrofit for the board to review prior to the meeting. The IT Grant will be submitted requesting $65,624 for firewalls, server, VOIP system and two new workstations.

A motion was made by M. Francesconi and seconded by J. Levesque to submit the IT Grant application to the state.

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

4. Minutes

September 7, 2021 - A motion was made by M. Francesconi and seconded by J. Levesque to approve the meeting minutes of September 7, 2021
Roll Call Vote: J. Levesque – Yes, S. McGrath – Yes, R. Killeen – Yes, M. Francesconi - Yes.
Motion Carries: 4-0

September 14, 2021 – A motion was made by M. Francesconi and seconded by J. Levesque to approve the meeting minutes of September 14, 2021
Roll Call Vote: J. Levesque – Yes, S. McGrath – Yes, R. Killeen – Yes, M. Francesconi - Yes.
Motion Carries: 4-0

5. Town Administrator Updates

The accountant submitted an invoice for hours worked for Cares Act/FEMA reimbursement. J. Morse shared that she is not comfortable approving the invoice and presented it to the board for approval. There were questions about the hourly rate and for transparency M. Francesconi noted that it had been discussed in passing but there was no past board approval. It was decided to hold off on approval until it can be reviewed further. There was discussion about the Budget to Detail report and having it sent in Excel formatting. Also, there was discussion on "carry forwards" and encumbered funds with J. Morse shared that she is concerned that "carry forwards" and encumbered funds are added to the FY22 allocated amounts and not segregated by fiscal year through a separate line item, it is also confusing to the Departments/Boards and Committees.

6. Public Comments

Kris Delmolino of 39 Fourth Avenue spoke to the board about the new ownership at Berkshire Village (formerly Pine Valley) noting that the manager had quit again citing the new management. Mr. Delmolino is concerned that rent is to be collected by an online portal and that a late fee will be assessed after the 5th day. He further noted that septic systems had failed, and J. Morse will discuss with the Board of Health. M. Francesconi thanked Mr. for connecting with the board and making the effort to share his concerns. Mr. Delmolino shared that he is concerned about Dublin Rd and how dangerous it is in the winter especially the sidewalks. He was thanked for bringing it to the attention of the board and the Highway Superintendent.

John Tremblay of 41 Church Street thanked Robert Navin for his hard work with infrastructure improvements. He also stated that moving the Free Library from Leland Park to a new location would be feasible. Mr. Tremblay inquired if accountant software could be added to the IT grant? J. Morse told him that the IT grant will only cover one project that it could be applied for in two years.

7. Announcements by Board Members

R. Killeen inquired if National Grid had made contact regarding the Lanesboro Road pole hearing. J. Morse confirmed that they had not and will reach out to them.

S. McGrath noted that the Police Chief response to a letter regarding the boat launch was well done. Other board members agreed, and J. Morse will send a response.

Executive Session - A motion was made by M. Francesconi and seconded by J. Levesque to enter into Executive Session at 8:20 p.m. according to MGL Chapter 30A, Section 21 (a)(7) to comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements, citing the Open Meeting Law, GL chapter 30A, Section 22 (f)(g) for Executive Session minutes from September 3, 2019. The board will re-enter regular session only for the purpose of adjourning.
Roll Call Vote: J. Levesque – Yes, S. McGrath – Yes, R. Killeen – Yes, M. Francesconi - Yes.
Motion Carries: 4-0

Adjournment: A motion was made by M. Francesconi and seconded by S. McGrath to adjourn at 9:00 p.m.
Roll Call Vote: J. Levesque – Yes, S. McGrath – Yes, R. Killeen – Yes, M. Francesconi - Yes.
Motion Carries: 4-0

Respectfully Submitted,
Jennifer Morse
Town Administrator
September 22, 2021

Document List

1. Agenda September 21, 2021
2. Email from Ellyn Zarek dated Friday September 3, 2021
3. D. Condron Construction Contract for Water Department Emergency Services
4. UMASS Boston – Professional Services Agreement – Financial Policies
5. Letter from Lt. Governor regarding Best Practices Grant dated September 9, 2021
6. Email from George Sweet regarding Permit Fees dated September 7, 2021
7. Email from National Grid regarding LED Streetlights dated September 16, 2021
8. Invoice from Accountant for Cares Act/FEMA reporting

Approved: 10/5/21

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OFFICE OF THE BOARD OF SELECTMEN

Meeting Agenda – September 21, 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. ***Water Department – Regarding Water Projects – 6:30 p.m.***
2. ***Department Reports***
   - ***a.*** *Highway*
3. ***Discussion/Decision Items***
   - ***a.*** *Zarek Family – Little Free Library near Father Tom Campsite*
   - ***b.*** *D. Condron – Water Department Emergency Repairs Contract*
   - ***c.*** *UMASS Boston (Edward J. Collins, Jr. Center for Public Management) Agreement for Financial Policies*
   - ***d.*** *Town Building Key Project*
   - ***e.*** *IT Grant Application*
4. ***Minutes – September 7, 2021 & September 14, 2021***
5. ***Town Administrator Updates***
6. ***Public Comment***
7. ***Announcements from Board members***
8. ***Any other business not reasonably anticipated 48 hours prior to the meeting.***
9. ***Adjournment***
10. **Executive Session Minutes** – MGL Chapter 30A, Section 21 (a)(7)" to comply with, or act under the authority of , any general or special law or federal grant-in-aid requirements, citing to the Open Meeting Law, GL Chapter 30A, Section 22 (f),(g). – September 3, 2019 (2)

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

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

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

You can also dial in using your phone.

United States: +1(646) 749-3335 Access Code: 572-029-061

Submitted and Posted by: Jennifer Morse – Town Administrator 9/16/21 @11:30 a.m.

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

Zarek Family – Free Library Proposal

From:	ezarek
To:	Jennifer Morse
Cc:	Zarekj; Crazymother3; Lisa Zarek
Subject:	Little Free Library Proposal
Date:	Friday, September 3, 2021 1:19:38 PM
Attachments:	Little Free Library and Post Picture.docx

Hi Jen,

It was so nice speaking with you today. Here is what the Zarek family has in mind for a Little Free Library. I've attached a sample of what the library might look like.

The Zarek family proposes to purchase, install, and maintain a Little Free Library at the entrance of the Father Tom Campsite. The Little Free Library concept is "take a book/leave a book." You can learn more about the Little Free Library movement using this link: Homepage - Little Free Library



Homepage - Little Free Library

This location, at the entrance of the Father Tom Campsite, and in close proximity to the Ashuwillticook Rail Trail, would be convenient for hikers/campers and rail trail walkers alike. We envision placing both adult and children's books at the site.

At this time, we would like to purpose to the Town of Cheshire, the town manager, and the selectman that the Zarek family will:

1) Request permission to install a Little Free Library on town property to the left of the entrance to the Father Tom Campsite. (See Picture) on the grassy area opposite the walkway.
2) Purchase a two-shelf Little Free Library, post and hardware from the Little Free Library. (See Picture)
3) Hire a qualified person to install it.
4) Appoint one or more local residents as "Stewards" to check on the library, restock as necessary, make sure it is clean and in good repair. Many communities who have Little Free Libraries find that the citizens take ownership and help maintain the book supplies.

Please let us know if there is anything else you would need to have this happen. We don't have a specific timeline as of yet but would assume it could be done in 2022, spring or early summer.

Thank you for your consideration of our proposal. Feel free to call me at 561-747-6860 or 508-341-2629 with any questions you or the selectmen may have.

For the Zarek Family (Jeff Zarek, Linda Michaels & Lisa Zarek)

Sincerely,




LittleFreeLibrary.org
Take a Book · Share a Book
A Nonprofit Organization
Charter # 98400
TRAVELERS
Laura Wolk
FILTERS
BRENÉ BROWN
DELIA OWENS
THE LITTLE FREE LIBRARY BOOK
GRATZ
REFUGEE
THE BORROWER



D. Condron Contract for Water Emergency Repairs

Agreement
by and between the
Town of Cheshire
80 Church Street
Cheshire, MA 01225
and
D. Condron Construction, Inc.
721 South Main Street
Lanesboro, MA 01237

This Agreement made as of the _____ day of September, 2021, by and between the **Town of Cheshire,** Massachusetts (hereinafter the **TOWN**) and **D. Condron Construction, Inc.** (hereinafter the **CONTRACTOR**).

Witnesseth That:

Whereas, the Town is desirous of having Emergency Repairs to the Municipal Water System services performed as detailed in Attachment A.

Whereas, the Contractor is willing to perform the services in the timely achievement of the Town's objectives.

Now, therefore the parties hereto do agree as follows:

1. **Engagement of CONTRACTOR:** The **TOWN** hereby engages the **CONTRACTOR** to perform the services (or provide the goods) set forth herein and the **CONTRACTOR** hereby accepts the engagement.

2. **Scope of Services:** The **CONTRACTOR** shall perform the necessary professional services as indicated at **Attachment A.** (or provide the goods as provided in Attachment A)**.**

3. **Responsibility of the TOWN**: The **TOWN** shall assume responsibility for assisting the **CONTRACTOR** insofar as possible for the purposes of efficiency by furnishing the **CONTRACTOR** with information needed to satisfactorily complete the services. Information, reports, and research already collected by the **TOWN** will be made available to the **CONTRACTOR**.

4. **Time of Performance:** The services of the **CONTRACTOR** shall cover all Emergency Repairs to the Municipal Water System from **October 1, 2021 – June 30, 2024**. The **CONTRACTOR** must be available and able to perform repairs on an emergency basis. The required response time for calls to service is two hours.

5. **COMPENSATION:** The **TOWN** will pay the **CONTRACTOR** the agreed upon fees listed below.

    5.1 Machinery : Backhoe $115 per hour

	Excavator	$140 per hour
	Single-axle Dump Truck	$78 per hour
	Tri-axle Dump Truck	$90 per hour
Labor:	Supervision	$75 per hour
	Laborer	$55 per hour

5.2 Payment to the **CONTRACTOR** shall be made within 30 days of receipt of an invoice, provided the invoice is in an acceptable form and the work has been satisfactorily completed (or goods satisfactorily provided).

6. General Provisions:

8.1 **Retention of Records:** The **CONTRACTOR** shall maintain in accordance with Massachusetts State Law procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, accounting records, and purchase orders, that are sufficient to document that activities carried out were in accordance with this Agreement, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The **CONTRACTOR** shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

8.2 **Access to Records:** The **CONTRACTOR** shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this **Agreement**, available at all reasonable times for inspection, review, and audit by the **TOWN**, its authorized representatives, the Inspector General of the Commonwealth, or the Auditor of the Commonwealth. The Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the **CONTRACTOR** which pertain to the performance of the provisions and requirements of this **Agreement** as provided by Executive Order 195.

8.3 **Termination:** The **TOWN** may terminate this **Agreement** without cause upon sixty (60) days written notice to the **CONTRACTOR**.

8.4 **Amendments:** This **Agreement** may be amended provided such amendment is in writing by the signatories hereto.

8.5 **NONDISCRIMINATION**: The **CONTRACTOR** shall not discriminate against any person because of race, color, religious creed, national origin, gender, age, ancestry, handicap, veteran's status, gender identity, or sexual orientation or any other protected categories under the law. The **CONTRACTOR** shall take affirmative action to ensure that applicants for employment are employed, and employees are treated during employment, without regard to race, color, religious creed, national origin, gender, gender identity, age, ancestry, handicap, veteran's status, sexual orientation or any other protected categories under the law. Such action shall include, but not be limited to, the

following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The **CONTRACTOR** shall state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, national origin, gender, gender identity, age, ancestry, handicap, veteran's status, sexual orientation or any other protected categories under the law.

8.6 **Procurement Standards:** The **CONTRACTOR** shall adhere to the requirements set forth in the Procurement Laws of the Commonwealth and any regulations, procedures and guidelines with respect to standards governing procurement, and any applicable provisions of State laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the **CONTRACTOR** takes affirmative steps to award a fair share of contracts taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The **CONTRACTOR** shall maintain records sufficient to detail the process of procurement.

8.7 **Labor Standards:** Where applicable, the **CONTRACTOR** shall adhere to the provisions of section 110 of the Act, and M.G.L. Chapter 149 Sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984.

8.8 **Conflict of Interest:** Each party shall adhere to the provisions of Massachusetts General Laws, Chapter 268A with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designee, or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter (or such longer period as may be provided in Chapter 268A of the Massachusetts General Laws), shall have any interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this **Agreement**. Each party shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest, pursuant to the purposes of this subsection.

8.9 **Compliance with the Law**

8.9.1. The **CONTRACTOR** shall conduct operations under this **Agreement** in compliance with all applicable laws, regulations, rules, by-laws and codes of the local, state and federal government, provided however, the General Specifications shall govern the obligations of the Contractor where there exist conflicting ordinances on the subject.

8.9.2. Prospective bidders are advised that wages paid in connection with this work are subject to Massachusetts General Laws, Chapter 149, Section 27F.

7. **Availability of Funds:** The compensation provided by this **Agreement** is subject to the continued availability of funds for the services provided (or goods provided.)

8. **Indemnification:** The **CONTRACTOR** shall indemnify, defend and hold the **TOWN** harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses caused by or arising out of any and all activities of the **CONTRACTOR** related to this **Agreement** including but not limited to breach of this **Agreement,** the negligence or misconduct of the **CONTRACTOR**, or the **CONTRACTOR**'s agents or employees.

9. **Licenses:** The **CONTRACTOR** shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Scope of Services, as required by federal, state, or local laws or regulations, and shall comply with the provisions of the law with respect to any bonding or other insurance requirements.

10. **Confidentiality:** The **CONTRACTOR** shall protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and state regulations, including M.G.L., C.66, section 10, regarding access to public records.

11. **Insurance:**

    The **CONTRACTOR** shall, at all times during the **Agreement**, maintain in full force and effect: Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 10 (INDEMNITY). All insurance shall be by insurers and for policy limits acceptable to Cheshire and, before commencement of work hereunder, the **CONTRACTOR** agrees to furnish Cheshire with certificates of insurance or other evidence satisfactory to Cheshire to the effect that such insurance has been procured and is in force.

12. **Compliance with Laws:** The **CONTRACTOR** shall conduct operations under this Contract in compliance with all applicable laws, regulations, rules, by-laws and codes of the local, state and federal government, provided however, the General Specifications shall govern the obligations of the CONTRACTOR where there exist conflicting ordinances on the subject.

13. **Modification, Waiver or Change**: No modifications, waiver or change shall be made in the terms and conditions of this Contract except as may be mutually agreed upon in writing by all parties

14. **Successors and Assign:** The **TOWN** and the **CONTRACTOR** each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this **Agreement**.

15. **Entire Understanding:** This **Agreement**, together with the attachments hereto, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

16. **Severability:** If any provision of this **Agreement** is held invalid, the remainder of the **Agreement** shall not be affected thereby, and all other parts of this **Agreement** shall nevertheless be in full force and effect.

17. **Jurisdiction:** This **Agreement** shall be interpreted by the laws of the Commonwealth of Massachusetts and any suit brought pursuant to this **Agreement** shall be commenced only therein.

18. **Drug Free Workplace:** The **CONTRACTOR** by their signature certifies that it has a drug free workplace and policy.

19. **OWNERSHIP OF DOCUMENTS**

    The parties agree that all documents created for the project by the **CONTRACTOR** shall belong to the Owner.

In Witness Thereof, the **TOWN** and the **CONTRACTOR** have executed this **Agreement** under seal in triplicate as of the date above written.

For the TOWN:

By: _____
Title: Chair, Board of Selectmen

Date: _____

For the CONTRACTOR:

By: _____

Title: _____

Date:

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b),

I,

_____ *authorized* signatory for _____
Name of individual *Name of Contractor*

do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts, and the Towns of Ashfield or Buckland and is current with all local, state, and federal taxes and assessments, including child support payments.

Contractor By:

_____

Signature of authorized representative Title Date

CONTRACTOR'S INSURANCE BINDERS

-

Certification of Drug-Free Workplace

The CONTRACTOR certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about-

   (a) The dangers of drug abuse in the workplace;
   (b) The contractor's policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation and employee assistance programs and:
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will-

   (a) Abide by the terms of the statement and;
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug stature occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the Town in writing, within ten calendar days after receiving notice under sub-paragraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Town has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is convicted-

   (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended or;
   (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

Signature: _____
Date: _____

Financial Policies – Agreement with UMASS Boston

EDWARD J. COLLINS, JR. CENTER FOR PUBLIC MANAGEMENT
JOHN W. McCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES
UNIVERSITY OF MASSACHUSETTS BOSTON

100 Morrissey Boulevard
Boston, MA 02125-3393
P: 617.287.4824
F: 617.287.5566
mccormack.umb.edu/centers/cpm
collins.center@umb.edu

PROFESSIONAL SERVICE AGREEMENT
Town of Cheshire
Financial Policies

This Professional Service Agreement ("Agreement") is made as of this _____ day _____, 2021 ("Effective Date") between the Town of Cheshire, MA, ("Town"), and the University of Massachusetts ("UMass Boston"), represented by its Edward J. Collins, Jr. Center for Public Management ("Center"), having an address of 100 Morrissey Blvd, Boston, MA 02125-3393 ("the Parties").

The Center has technical expertise, resources, and capacity available to it, and the Town wishes to engage the Center to provide the Town with technical services. UMass Boston has determined that the proposed services to be provided are consistent with its research, economic development, educational, and public service missions.

Therefore, the Parties hereto mutually agree as follows:

1. Professional Services. The Center agrees to provide the professional services described in Exhibit A, which is attached hereto and incorporated herein by reference ("Services"). Trained personnel or sub-consultants of the Center shall render the Professional Services.

2. Term. The Center will use reasonable efforts to provide the Professional Services during the period from the date of this Agreement until June 30, 2022. Unless the parties agree to extend the term in writing, this Agreement shall expire at the end of the term or upon the completion of the Professional Services, whichever shall first occur.

3. Confidentiality/Privacy. The Center shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. Notwithstanding the foregoing, the Center as part of the University of Massachusetts, is subject to the provisions of the Massachusetts Public Records Law.

4. Payments. The Town agrees to pay to UMass Boston an all-inclusive fee of $13,500 for these services. This cost shall include all Center staff time and overhead. The Center will invoice the Town as follows: $6,750 after Task 2 and the remaining $6,750 upon completion of the work. The Town agrees to make payments upon receipt of invoices. The Center reserves the right to discontinue work if the Town fails to pay invoices within thirty (30) days of receipt. Payments shall be made to "University of Massachusetts Boston" and shall be sent to:

Edward J. Collins Jr. Center for Public Management
University of Massachusetts Boston
100 Morrissey Blvd.
Boston, MA 02125-3393
Attn: Robert O'Keefe

5. Warranty Disclaimer. The Center shall perform the Services in a professional and workmanlike manner. The Center shall endeavor to perform the Services within the schedule set forth herein, but is not liable for failure to meet the schedule. The foregoing warranties are in lieu of all other warranties, express, implied or statutory, including without limitation any implied or express warranties of merchantability, fitness for a particular purpose, or non-infringement of a patent or other intellectual property right.

6. Limitation of Liability. In no event shall UMass Boston be liable for any loss of profits, loss of use, loss of data, cost of cover, indirect, special, exemplary, punitive, incidental or consequential damages of any kind in connection with or arising out of this Agreement or the Services, even if UMass Boston has been advised of the possibility of

those damages. Notwithstanding the foregoing, in no event shall its liability arising out of this Agreement or relating to the Services exceed the amounts actually paid.

7. Use of Names. The Town agrees that it will not utilize the name or seal of the University in any advertising promotional material or publicity, without the express written consent of UMass Boston. Reciprocally, UMass Boston will not utilize the name or corporate seal of the Town in any advertising promotional material or publicity, without the express written consent of the Town.

8. Termination. This Agreement may be terminated by either of the Parties upon thirty (30) days written notice of termination to the other. If either of the Parties defaults in the performance of any of its material obligations under this Agreement, then the non-defaulting party may give written notice of the default to the defaulting party. Unless the default is corrected within thirty (30) days after the notice, the notifying party may terminate this Agreement immediately upon written notice. Upon termination of this Agreement by either party, UMass Boston will be reimbursed for all costs and non-cancelable commitments incurred in performance of the Professional Services prior to the date of termination in any amount not to exceed the total commitment set forth in Section 4 of this Agreement. Provided, however, that if professional services are not complete, then UMass Boston will return any pro rata share of payment to the Town not otherwise expended, to the extent permissible.

9. Survival. The obligations of the parties under Sections 3, 4, 5, 6, 7, 8, and 9 survive termination of this Agreement.

10. Independent Contractor. Nothing contained in this Agreement shall be construed to constitute the Center or UMass Boston as a partner, joint venture, employee, or agent of the Town, nor shall either party have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions.

11. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to any choice of law rules. The Parties agree to exclusive jurisdiction and venue in the Massachusetts Superior Court in Suffolk County.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the Services, supersedes all prior oral and written agreements with respect to the subject matter, and can be modified only by a written instrument signed by both of the Parties which references this Agreement.

UMass Boston and the Town have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Town

BY: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

UMass Boston

BY: _____
Michael Ward, Director

BY: _____
Shala Bonyun, Associate Director of ORSP

Exhibit A: Scope of Services

1. Overview

The Town is interested in assistance from the Collins Center to review and document any existing formal and informal financial policies and procedures and to develop a package of financial management policies and procedures that represents best practices in municipal finance and reflects the Town's needs and preferences.

2. Workplan and Deliverable

This project includes the following deliverable:

1. *Comprehensive package of financial management policies and procedures*

In order to complete the noted deliverable, the project team proposes the following workplan:

Task 1: Convene a financial policies and procedures working group

The Collins Center project team will convene a working group that will be tasked with reviewing, drafting, and recommending a package of financial policies and procedures to the Board of Selectmen and Finance Committee for consideration. The working group may include the Town Administrator, Town Accountant, Treasurer/Collector, Assessors' Administrator, representatives from the Board of Selectmen, Finance Committee, Board of Assessors, and/or others.

Task 2: Review and document existing financial policies and procedures

The project team will review the Town's existing written financial policies and procedures, if any, and interview Town staff as needed to document any unwritten policies and procedures. These policies and procedures will be compared with best practices identified by the Center. The project team will discuss any recommended changes with the working group.

Task 3: Develop financial policies and procedures package

The project team will draft any new policies and procedures as discussed and then facilitate a series of meetings with the working group to review, discuss, and edit the drafts. Below is a sample list of topics to be covered by financial policies and procedures. The final list for will be developed in conjunction with the Town.

- General Fund Budget
    - Balanced Budget
    - Submission of Budget and Budget Message
    - Revenue and Expenditure Forecast
    - Position Control/Vacancies
- Enterprise Fund
    - Self Sufficiency and Rates
- Reserve Fund/Fund Balance
    - Free Cash
    - Stabilization Funds
- Capital Improvement Planning
    - Capital Budget

    - Capital Financing
    - Capital Improvement Planning Process
- Grant Management
    - Grant Administration
    - Impact on Operating Budget
    - Impact on CIP and Debt Management
- User Fees
    - Fees and Charges
- Use of One Time Revenue
    - Use of One Time Revenue
- Unfunded Liabilities
    - Pensions/Retirement
    - Other Post-Employment Benefits (OPEB)
- Risk Management
    - Risk Management Program
- Accounting/Auditing/Financial Reporting
    - Annual Audit
    - Comprehensive Annual Financial Report
- Procurement and Purchasing
    - Procurement and Purchasing Policy
- Investments
    - Investment Policy
    - Post-Issuance Tax Compliance for Tax-Exempt Debt Obligations and Other Tax-Benefited Obligations
- Operations
    - Monthly Reporting
    - Cash Collections
    - Reconciling Cash and Receivables
    - Cash Flow Forecasting and Budgeting
    - Disbursements
    - Employee Reimbursements
    - Anti-Fraud
    - Police Details
    - Revenue Processing
    - Tailings
    - Year-End Closing
    - Liens
    - Tax Titles
    - Aging Accounts Receivables

Task 4: Deliver final proposed financial policies and procedures

The project team will deliver a final package of proposed financial policies and procedures for consideration. If requested, the project team will attend a public meeting to make a presentation of the policies and procedures.

4. Timeline

Below is an estimated timeline for this work.

Event	Sept	Oct	Nov	Dec
Task 1: Convene working group	**X**			
Task 2: Review and document existing financial policies and procedures	**X**			
Task 3: Develop financial policies and procedures package	**X**	**X**	**X**	**X**
Task 4: Deliver final proposed financial policies and procedures				X

MISC

OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

September 9, 2021

Jennifer Morse, Town Administrator
Town Hall
80 Church St.
P.O. Box 647
Cheshire, MA 01225

Dear Town Administrator Morse:

Congratulations on entering into a second Community Compact with the Baker-Polito Administration. As you well know, Community Compacts create clear mutual standards, expectations, and accountability for both the state and municipalities as together we seek to create better government for our citizens.

We are excited to continue to partner with Cheshire as you implement your chosen best practices:

Best Practice #1: Develop, document and implement Financial Policies and Practices including reserve levels, capital financing, and use of Free Cash. Such policies should identify the responsible parties and procedural steps necessary to carrying out the directed strategy or action.

Best Practice #2: Amend and Develop Zoning Bylaws.

→ Next steps: The Commonwealth will provide a Community Compact grant to Cheshire for each of these best practices. Frank Gervasio (gervasiof@dor.state.ma.us) will work with you on the grant process.

The Governor and I appreciate Cheshire participating in the Community Compact program again and we look forward to continuing our partnership through the Community Compact Cabinet.

Sincerely,

Karyn E. Polito
Lieutenant Governor

cc: Sean Cronin, Senior Deputy Commissioner of Local Services

Congratulations! Happy to see these initiatives move forward.

PRINTED ON RECYCLED PAPER

From: George Sweet
To: Jennifer Morse
Subject: Fee
Date: Tuesday, September 7, 2021 11:23:28 AM

Good Morning Jennifer,

In our electrical code the electrical permit is only good for a year and at the present time if a job goes over a year we don't have a renewal fee. Could you ask the selectman if it would be possible to have a renewal electrical permit fee of $25.00.

George Sweet
Wire Inspector

Sent from my iPad

From: Croteau, Thomas
To: Jennifer Morse
Subject: National Grid owned LED Streetlight Conversions for Municipalities, (Final Incentive)
Date: Thursday, September 16, 2021 2:23:12 PM
Attachments: NationalGrid Streetlight upgrade.docx

Dear Jennifer
I am reaching out to follow up on my recent voice mails to alert you about National Grid's Utility owned upgrade of Cheshire's aging streetlights to LED.
We have record that Clarksburg has approximately 10 lamps that require replacement.
The numerous advantages of LED lighting are self-evident. Over 125 of the Massachusetts communities served by National Grid have already converted their streetlights.
When installations are completed, communities realize the benefits of LEDs
Replacing conventional streetlights with high efficiency LEDs can greatly reduce energy use and maintenance costs while improving light quality and output at street level. Advantages of LED streetlights include:

- Safety: LEDs provide a more natural-looking and evenly distributed light, resulting in greater visibility for pedestrians and drivers alike.
- Reliability and Longevity: Most LED streetlights have an expected life of 20 years and can be expected to maintain up to 90% of their light output over that time.
- Environment: Night sky visibility is greatly improved with the advanced optics in many LED fixtures which direct the light only towards the street and sidewalk, virtually eliminating up-light. Using less energy also means generating fewer greenhouse gasses.
- Energy efficiency: LED fixtures use 50% to 75% less energy than traditional high-pressure sodium vapor fixtures.
- Cost savings: Monthly energy costs and maintenance requirements are significantly reduced with LEDs.

Attached is the overview of the program for your review.
To learn more, please contact me anytime.

Best regards,

Tom

Thomas Croteau
Senior Energy Efficiency Specialist
NationalGrid
"WE BRING POWER TO LIFE"
IPhone Voice or Text (508) 667-8766
Thomas.croteau@nationalgrid.com

Electrify now and Save Big. New HVAC incentive
https://www.masssave.com/en/saving/business-rebates/ci-heat-pump

https://www.nationalgridus.com/MA-Business/Energy-Saving-Programs/

www.ngrid.com/ma-evcharging

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For the registered information on the UK operating companies within the National Grid group please use the attached link: https://www.nationalgrid.com/group/about-us/corporate-registrations

No Cost LED Streetlight Conversions for Municipalities

Since 2016, municipalities in Massachusetts have had the opportunity to convert their existing National Grid-owned streetlights to LED as a result of approval by the MA Department of Public Utilities of the "Company-Owned" Streetlighting Tariff ("STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-1 RETAIL DELIVERY SERVICE").

The numerous advantages of LED lighting are no secret to cities and towns. Over 125 of the Massachusetts communities served by National Grid have already converted, or are considering converting, their streetlights.

Benefits of LED Streetlights

Replacing conventional streetlights with high efficiency LEDs can greatly reduce energy use and maintenance costs while improving light quality and output at street level. Advantages of LED streetlights include:

- Safety: LEDs provide a more natural-looking and evenly distributed light, resulting in greater visibility for pedestrians and drivers alike.
- Reliability and Longevity: Most LED streetlights have an expected life of 20 years and can be expected to maintain up to 90% of their light output over that time.
- Environment: Night sky visibility is greatly improved with the advanced optics in many LED fixtures which direct the light only towards the street and sidewalk, virtually eliminating up-light. Using less energy also means generating fewer greenhouse gasses.
- Energy efficiency: LED fixtures use 50% to 75% less energy than traditional high-pressure sodium vapor fixtures.

Cost savings: Monthly energy costs and maintenance requirements are significantly reduced with LEDs

Upgrade Process

The process of upgrading streetlights to LED is consists of a sequence of important, but relatively straight-forward steps requiring frequent communication and coordination between National Grid and representatives of the municipality. The process is as follows:

1. Municipalities contact their National Grid Community & Customer Manager and/or Commercial Sales representative for guidance on converting their streetlights to LED.
2. Municipalities interested in converting their lights must formally request (via letter from appropriate municipal authorities) a street lighting inventory from National Grid.
3. National Grid's Outdoor Lighting group provides an inventory listing specific to the municipality so it can identify which fixtures they want to convert to LED.
4. National Grid provides the municipality with an analysis of the costs to convert their lights as well as any energy efficiency incentives available.
5. The municipality returns the inventory listing to National Grid indicating which fixtures they want to convert, including the desired LED replacement wattage for each fixture to be converted.
6. Once the inventory listing has been received from the municipality, National Grid will order the new lighting materials and develop a schedule for conversion.
7. Once the conversion is completed, communities will be billed as indicated in the terms of this S-1 Tariff (https://www.nationalgridus.com/MA-Home/Rates/Tariff-Provisions).

Cooperation and communication with your National Grid representative throughout the process is key to ensuring a timely and successful completion.

Additional Resources

- Massachusetts Department of Energy Resources' Green Communities Division (https://www.mass.gov/service-details/contact-gc-coordinator)

TOWN OF CHESHIRE COMMUNITY CHOICE POWER SUPPLY PROGRAM
STATUS REPORT Q2 2021

Prepared September 2021

This report has been prepared by Colonial Power Group with information/data being provided by the Competitive Supplier and the Distributors. The purpose of the report is to provide information about the Town of Cheshire's Community Choice Power Supply Program, which currently provides competitive power supply to approximately 1,100 consumers in the Town. The data provided by the Competitive Supplier is not available until three months after the month it is used. For example, power is *Used* in January, *Invoiced* in February, *Paid* in March and *Reported* in April.

PROGRAM RATES		
Term	November 2017 - November 2020	November 2020 – November 2023
Competitive Supplier	Public Power	Dynegy
All Rate Classes	$0.10408 / kWh 100% (Offset* by National Wind RECs)	$0.09950 / kWh MA Req + 5% MA Class I RECs

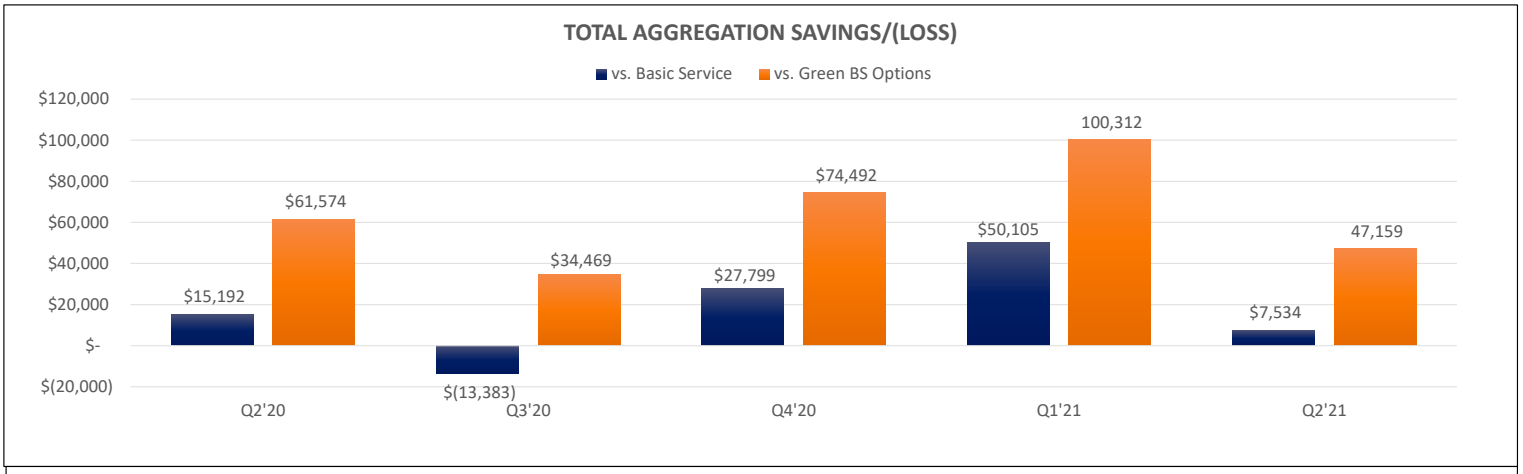
*Offset percentage varies based on annual RPS. Offset percentages were 78% in 2017, 76% in 2018, 75% in 2019, and 72% in 2020.

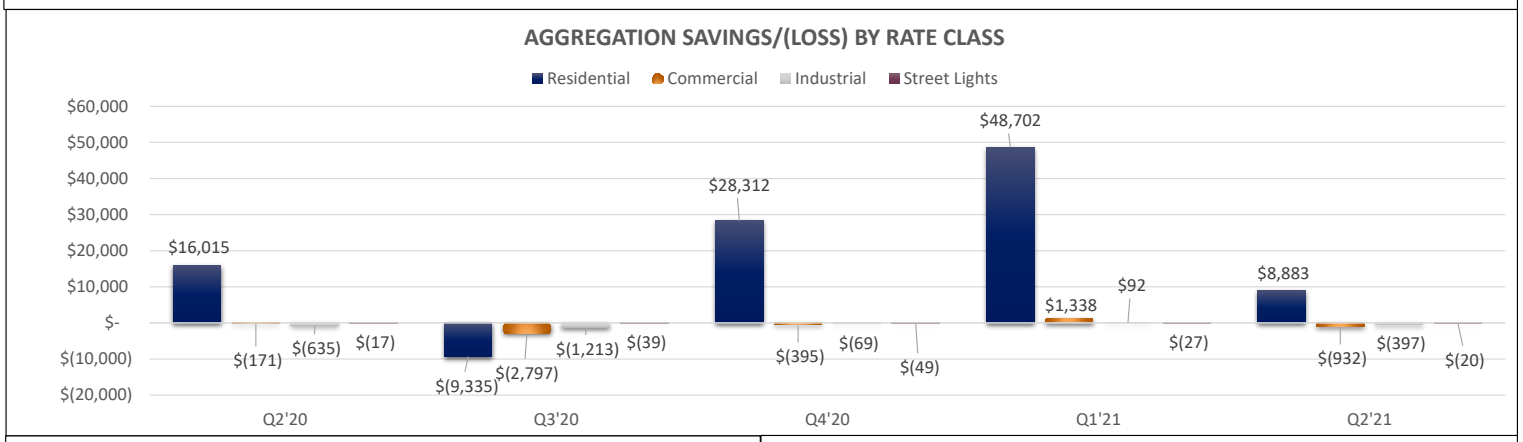
COMPARISON TO NATIONAL GRID RATES

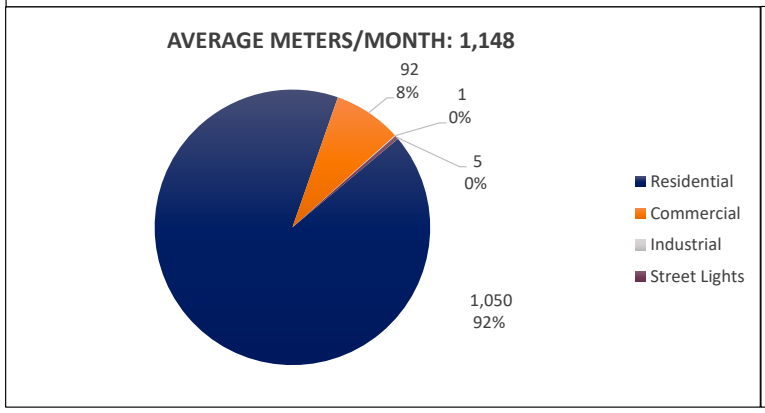
Click here for NGRID GreenUp Info

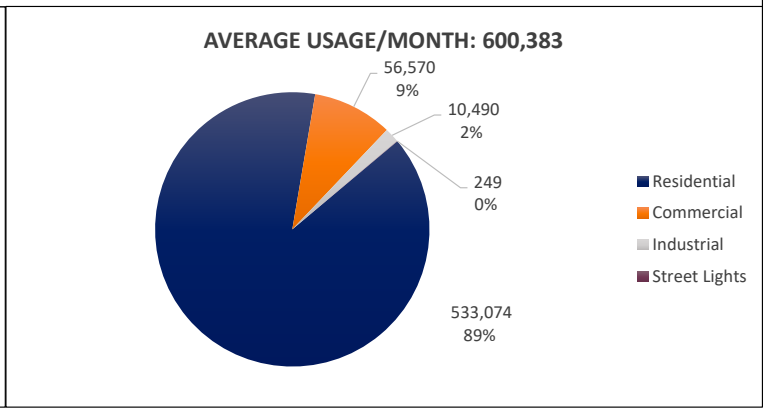
Click here for Eversource Green Options

The Town of Cheshire has chosen a 100% green product, which supports renewable energy as 100% of the power supply is offset with Renewable Energy Certificates (REC's). The Town's aggregation savings are directly tied to the margin of savings between the Program's rates and the local distributor's corresponding Basic Service rates as well as the level of consumption by participating consumers. Basic Service rates change twice a year or more, depending on utility and rate class. As a result, the aggregation rate may not always be lower than the Basic Service rate. The goal of the aggregation is to deliver savings over the life of the Program against the Basic Service rate. However, such savings and future savings cannot be guaranteed.









Highway Report 9-21-2021

116 lines were painted to finish up project for this year, as well as rest of center lines done around town.

Rubberized chip sealing project finished and came out great, should preserve these roads for few more years to come. I will be watching how holds up over winter months to determine if we will expand to applying on other roads next year.

One last major project for this season out to bid rite now. Paving for Crest Dr, Arnold Ct, Stonehedge, East Main St., and upper section on West Mountain Rd.

The banking on Wells rd that has been area of concern for awhile finally slide a couple weeks ago, we were able to do an emergency repair that has left that area better than has been in a long time. Looking into pitch in road in that area and could still need some attention in future.

Truck updates... truck 1, f550, received a text and picture that cab and chassis are in at MHQ.... So now its in line for rest of truck to be built. Hoping to see before snow...

Truck 2... M2 freightliner, should take delivery of cab and chassis around jan 1st, then hopefully take delivery around end of Febuary.

Timing of both trucks being close Becky believes we should be able to bundle loan to save on fees and get best rate possible.

Temp Care taker /janitor position has been filled and Ryan seems to be working out so far.

Still mowing and patching and will be starting fall grading, leaf blowing, winter prep in coming weeks.

Respectfully submitted

Robert Navin

Highway Superintendent

August 2021 - September 2021 MEMA/FEMA Grants Portal Submission Payroll Hours
NOTE: This has been approved with MEMA as reimburseable by CARES act.

DATE:	HOURS	
8/13/2021	2.50	Discussion with Robert Hanley on FEMA "Recovery Video" for grants submission and doing VIDEO-
8/14/21-8/15/21	3.50	Preparing purchases rejected by MEMA TO review by Matt Reilly to determine what's eligible for FEMA
8/20/2021	1.75	CARES Round 5 reporting
8/27/2021	2.50	Completing in detail / reviewing all invoices for submission to FEMA grants portal
9/12/21 & 9/17/21	2.20	After Review by M. Reilly, further detail required - completing and resubmitting to Matt Reilly.
Totals	12.45	
Rate	30.00 per hour	
	373.50	

CHARGE TO: 25-3-096-001