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 – November 30, 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 November 30, 2021, at 6:30 PM.

Members Present: Jason Levesque, Clerk
Shawn McGrath
Ray Killeen

Members Absent: Michelle Francesconi, Chair
Mark Biagini

Others Present: Jennifer Morse, Town Administrator; Liseann Karandisecky; Francis Willett; Peter Traub; Lynn Melchiori; Brian Rhodes (IBerkshires); Alan Nuttal; Gene Gebarowski; John Tremblay; Christine Emerson, Town Clerk; Christina Salvini.

Jason Levesque called the meeting of the Board of Selectmen to order at 6:30 p.m.

Summary of Votes Taken:

- Voted to approve the consent agenda 3-0
- Approval and signatures on Municipal Purpose Loan 3-0
- Voted to solicit bids for three- year auditing contract 3-0
- Voted to adjourn the meeting 3-0

1. Department Reports – Tabled to a future meeting

2. Consent Agenda

A motion was made by S. McGrath and seconded by R. Killeen to approve the consent agenda
Roll Call Vote R. Killeen – Yes; S. McGrath- Yes; J. Levesque -Yes
Motion Carries: 3-0

3. Municipal Purpose Loan Signatures (Water Project - $500,000 & Highway Trucks - $235,000)

Town Clerk Christine Emerson was present to have the board sign the loan documents for the Route 8 water project- $500,000 and the Highway Trucks - $235,000 for a total of $735,000. The lowest bidder was Greenfield Cooperative Bank at a rate of .037%.

A motion was made by J. Levesque and seconded by S. McGrath to sign the borrowing documents (note, clerk certificate and three copies of the agreement) awarding to the lowest bidder Greenfield Cooperative Bank.
Roll Call Vote R. Killeen – Yes; S. McGrath- Yes; J. Levesque -Yes
Motion Carries: 3-0

4. **Discussion/Decision Items**

a. IFB – Herbicide Treatment of Hoosac Lake

Francis Willett and Liseann Karandisecky, HLD Prudential Committee members joined the board at the request of the Town Administrator to discuss the joint Invitation for Bid document. J. Morse shared that she had reached out to the LAPA president and obtained information from the Town of Lanesboro and worked on the scope of services with Liseann. F. Willett stated that the intent of having a joint IFB and contract was for transparency and to deal with the town portion of the costs being transferred to the HLD by formal procedure. He further explained that the HLD is working on transparency and has created a dam committee who successfully has lowered the water levels for the winter. They are looking for a vendor that can do more, help with a long-range plan and management of the dam. J. Levesque thought the joint venture was good since all taxpayers' dollars go to the de-weeding services at the lake. R. Killeen expressed that the joint venture would allow the town and HLD to share resources. P. Traub inquired about the legality of a joint contract between the two entities and the need to alert members of the HLD of the plan. L. Karandisecky and J. Morse shared those legal opinions were obtained and it is justified, and F. Willett shared that once the bids are received and before a contract is awarded the information will be provided to HLD in a meeting. It was noted that the HLD need to follow all state laws and this IFB is in line with the procurement laws.

b. Host Community Agreement – Mass Yield Cultivation

The Board reviewed the revised agreement sent by the Attorney for Mass Yield Cultivation. Members agreed that there was no objection to the changes. There was discussion on the Community Impact Fee of $20,000 noting that the additional $5,000 for community programs was at the discretion of the town. The board will add this to the next agenda for a vote after getting the opinion of town counsel which had not responded to the request as of the meeting.

c. RFQ – Auditing Services

The document was sent in the packet and the Town Administrator shared that the Request for Quotes would be sent to auditing firms for a three-year yearly audit.

A motion was made by R. Killeen and seconded by S. McGrath to solicit bids with the RFQ for auditing services

Roll Call Vote R. Killeen – Yes; S. McGrath- Yes; J. Levesque -Yes

Motion Carries: 3-0

d. Response from School Committee re: panorama education questions

J. Levesque was disheartened as a taxpayer that the questions would not be answered and noted that they are pursuing the lease. S. McGrath asked about the effective date of the lease agreement noting that a decision needs to be made soon since there is no current agreement, and the expiration of the draft agreement is August. R. Killeen shared that the response bothers him, and discussion continued about problems with the building. The board asked that the old section be sealed immediately, and an air quality test conducted. J. Morse will reach out to the board of health for support finding an air quality testing company. J. Levesque noted that even with the concerns over the building the district will not find a cheaper rate elsewhere. S. McGrath mentioned that the School Committee is meeting on Monday December 6, 2021, and has a Meet and Greet scheduled on Tuesday December 7, 2021, that would be a good forum for residents to ask questions directly.

e. EMD Job Description and Position – Tabled to the next regular meeting.

f. Go To Meeting Platform – Remote Meeting Access

Members felt it is important to keep the Go to Meeting Platform available for transparency. M. Francesconi is working on recent problems with the invoicing.

g. E. Main Street Housing Complaint

The Board of Selectmen received a complaint regarding a house on East Main Street, the Board of Health has sent a letter to the property owners.

h. Municipal Participation in Statewide Opioid Settlements

Discussion on the town joining the Opioid settlements, money given to the town needs to be used over eighteen years to fund prevention, harm reduction, treatment, and recovery efforts. The deadline to join the settlements is January 2, 2022. The Town Administrator will share the information with the Fire Chief and Police Chief for input and ask them to come to the next board meeting for discussion. J. Morse will reach out to the Attorney General Office to see if the money can be distributed to vendors such as Adams Ambulance.

5. Announcements from Board Members

R. Killeen wondered if ARPA funds for essential workers could be used in the upcoming contract negotiations and brought up grant programs through National Grid for Electric Charging Stations. Morse said that she knows Eversource has such a program and will inquire with National Grid.

6. Public Comment

Lynn Melchori was hoping that the school committee would answer the questions and she will be attending the upcoming school committee meetings.

Christina Salvini inquired about a new street sign for Maple Drive as the current one is unstable and not visible. J. Morse will mention it to the Highway Superintendent for replacement.

Adjournment: *A motion was made by S. McGrath and seconded by R. Killeen to adjourn the meeting at 7:25 p.m.*
Roll Call Vote R. Killeen – Yes; S. McGrath- Yes; J. Levesque -Yes
Motion Carries: 3-0

Respectfully Submitted,
Jennifer Morse
Town Administrator
December 1, 2021

Document List

1. Agenda November 30, 2021
2. Minutes November 16, 2021 – Draft
3. Emails from Rebecca Herzog regarding borrowing rates
4. Minutes November 2, 2021- Draft
5. Minutes November 9, 2021 – Draft
6. Council on Aging Report
7. Highway Department Report
8. ABCC regarding quotas for retail licenses
9. ABCC Seasonal Population Form
10. RFQ for Auditing Services – Draft
11. Mass Council on Aging Award
12. Code Red Weather Warning Sales Quote

Approved: 12/15/21

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WWW.CHESHIRE-MA.GOV

OFFICE OF THE BOARD OF SELECTMEN

Meeting Agenda – November 30, 2021
6:30 PM

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

1. *Open Meeting – Introductions – Pledge of Allegiance*
2. *Municipal Purpose Loan Signatures (Water Project- $500,000 & Highway Trucks-$235,000)*
3. *Department Reports*
   a. *Fire Chief*
4. *Consent Agenda*

Minutes	*11/16/21*	◯ *As Submitted* ◯ *As Amended*
Warrants	*11/30/2021*	◯ *Payroll* ◯ *Vendor*

5. *Discussion/Decision Items*
   a. *Host Community Agreement – Mass Yield Cultivation*
   b. *IFB – Hoosac Lake De-Weeding – HLD Prudential Committee*
   c. *RFQ – Auditing Services*
   d. *New COA Van Amended Contract for FY22*
   e. *Response from School Committee re: panorama education questions*
   f. *EMD Job Description and Position*
   g. *Go To Meeting – Remote Meeting Access*
   h. *E. Main St Housing Complaint Update*
   i. *MS4 – Permit Update*
   j. *Municipal Participation in Statewide Opioid Settlements*
6. *Town Administrator Updates*
7. *Announcements from Board members*
8. *Public Comment*
9. *Any other business not reasonably anticipated 48 hours prior to the meeting.*
10. *Next Meeting - December 7th Senior/Veteran Work Off Program*

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 11/24/21 @9:00 a.m..

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

Rebecca Herzog

From: Klatskin, Jo Ann <jklatskin@newburyportbank.com>
Sent: Monday, November 22, 2021 2:23 PM
To: Rebecca Herzog
Subject: SNL: Bid

Importance: High

Hi Rebecca,
Newburyport Bank is pleased to offer the following bid:

Amount:	$735,000
Bid/NIC:	0.54%
Premium:	None
Reoffer:	No

I hope you have a wonderful Thanksgiving!
Jo Ann

Jo Ann Klatskin
Senior Vice President
Government Banking Manager

Newburyport Bank

137 Portsmouth Avenue, Exeter, NH 03833
Office: 603-294-0735
Cell: 603-425-3445

NewburyportBank.com

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Rebecca Herzog

From: Heather Dameworth <hdameworth@bankesb.com>
Sent: Monday, November 22, 2021 4:32 PM
To: Rebecca Herzog
Subject: Town Of Cheshire Loan Bid

Good Afternoon Rebecca,

Easthampton Savings bank would like to bid 0.40% on the entire amount of $735,000.00 for the municipal Purpose loan, BAN loan for 360 days. Please let me know if you have any questions. Thank You,

Have a great day.

Heather M. Dameworth
Cash Management /Government Banking Administrator
(413) 779-2037
241 Northampton Street
Easthampton, MA,01027
Facebook | LinkedIn | YouTube



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Rebecca Herzog

From: Chelsea Depault <cdepault@greenfieldcoopbank.com>
Sent: Monday, November 22, 2021 5:34 PM
To: Rebecca Herzog
Subject: BID- Greenfield Cooperative Bank

Importance: High

Good Evening Rebecca,

I hope this email finds you well!

Greenfield Cooperative Bank would like to bid 0.37% on the $735,000 1-year BAN for the Town of Cheshire.

Please confirm receipt of this email. ☺

Thanks so much!
Chelsea Depault

Chelsea R. Depault
AVP, Commercial Loan Officer
Greenfield Cooperative Bank
Northampton Cooperative Bank, a Division of Greenfield Cooperative Bank
62 Federal Street, Greenfield, MA 01301
Direct Line (413) 773-6112
Fax (413)376-0226
cdepault@bankgcb.com

Rebecca Herzog

From: Taylor Markland <tmarkland@adamscommunity.com>
Sent: Tuesday, November 23, 2021 8:35 AM
To: Rebecca Herzog
Subject: Adams Community Bank Bid

Good morning Becky,

I hope you enjoyed your time in Florida and the nice warm weather!

Adam Community Bank would like to bid 0.45% on the full amount of your note with no premium and no reoffer. Please let me know if you have any questions.

Have a great day and stay warm!

Taylor

Taylor Markland
Government Banking Service Representative
Adams Community Bank
2 Center St, PO Box 306
Adams, MA 01220
p. (413) 749-1179
tmarkland@adamscommunity.com

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This message originates from Adams Community Bank.

** If the reader of this message, regardless of the address or routing, is not an intended recipient, you are hereby notified that you have received this transmittal in error and any review; use, distribution, dissemination or copying is strictly prohibited. If you have received this message in error, please delete this e-mail and all files transmitted with it from your system and immediately notify Adams Community Bank by sending reply e-mail to the sender of this message.

Thank you. ***

Rebecca Herzog

From: Karen Sparks <Karen.Sparks@unibank.com>
Sent: Tuesday, November 23, 2021 10:20 AM
To: Rebecca Herzog
Subject: Note for Sale

Hi Rebecca,

UniBank will bid .49% on your note for sale this morning. No premium or reoffer.

Thanks and have a great day,
Karen

Karen Sparks
Senior Accountant
UNIBANK
49 Church Street
Whitinsville, MA 01588
508-234-8112 x1045



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OFFICE OF THE BOARD OF SELECTMEN

Meeting Minutes – November 16, 2021

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

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

Others Present: Jennifer Morse, Town Administrator; Liseann Karandisecky; Peter Traub; Lynn Melchiori; Brian Rhodes (IBerkshires); Alan Nuttal; Gene Gebarowski, John Tremblay

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

Summary of Votes Taken:

- **Vote to approve the Consent Agenda as Amended 5-0**
- **Vote to appoint Aaron Goodell as Part-Time police officer 5-0**
- **Vote to approve the ABCC Seasonal Population Form 5-0**
- **Vote to apply for the RERC – EPA Program 4-1-0**
- **Vote to apply to DFS Equipment Grant for new Motorola Minitor 6 pagers totaling $12,418 5-0**

1. **Consent Agenda**
   A motion was made by M. Francesconi and seconded by M. Biagini to approve the consent agenda as amended with minor grammatical changes to the minutes.
   Roll Call Vote: M. Biagini – Yes; R. Killeen – Yes; S. McGrath- Yes; J. Levesque -Yes; M. Francesconi – Yes
   Motion Carries: 5-0

2. **Part Time Police Officer Appointment – Aaron Goodell/Chief Garner**
   Chief Garner is recommending the appointment of Aaron Goodell as a part-time officer. Mr. Goodell will be ready to go once he has some training to learn the streets. He is attending the bridge academy in the first year and currently works as a part-time officer in the Town of Lanesboro and as a part-time dispatcher in North Adams. There was brief discussion regarding availability.

   A motion was made by M. Francesconi and seconded by S. McGrath to appoint Aaron Goodell as a part-time police officer

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

3. Department Reports

a. Council on Aging – Carole Hilderbrand

Carole reports that the Council on Aging center continue to grow in numbers in both participation and volunteers. During the month of October four hundred (400) lunches were served and grab n go meals are provided as well. Activities include card making, workshop for cat nip toys for the Berkshire Humane Society, quilting, Christmas decorations, signing with art, a monthly birthday cake, games. The CHP medical van served 54 individuals for booster and flu vaccinations. There was a jewelry making workshop with Jill Reynolds from Cheshire Glassworks, Line dancing and the foot clinic by appointment only. Outreach includes holiday gifts for those with insecurities, brown bag project with 32 individuals served, working with veterans and individuals to secure warm clothing, 82 birthday cards were mailed for October. Carole thanked Betty and George Sweet and Patti Grimshaw for completed the Walking Massachusetts Challenge and being awarded $1,000 for the Council on Aging, money will be used for fitness programs. Projects include the new electric lines for the dishwasher with a completion date of December 1st, working with Gene on the Capital budget requests, a volunteer team including CJ Garner will be setting up the Christmas Village on the state, A Christmas Journey with Kevin O'Hara is scheduled for December 3, 2021, ticket are currently on sale.

b. Highway Department Report – Robert Navin

Paving project is completed except for a few driveway aprons on Crest Drive and Arnold Court, should be done by the end of the week weather permitting. The highway department will fill in behind the curbing with loam once the aprons are finished.

There is an issue at Stonehedge near the bottom or Arnold Court a sink hole from earlier in the summer hasn't been corrected by the contractor who installed the water line last year. After bringing in a camera, it was determined that the storm pipe was improperly repaired causing the water to run along the water pipe causing a sink hole. The highway super and town administrator met today with the Water Commissioners to discuss, and the water department gave full support to the highway superintendent to work with the contractor on a time sensitive repair. If the repair is not done by Friday Bob will be in touch with the Water Commissioners. The Water Commissioners also gave approval to pay for the camera to discover the issues.

Rain has slowed fall grading, winter equipment is ready to go, the residents sand bin has been moved to the left side of the yard for easier/safer access.

The F550 is being built and almost finished with an expected delivery date of weeks. In the coming weeks the department will finish up shimming with the paver before the paving plant closes before Thanksgiving as well as dealing with any additional weather prep.

A Snow/Ice training was held for 30 participants in conjunction with the Berkshire County Superintendents Association at the Highway Garage. The program was a huge success.

4. Discussion/Decision Items

A. **ABCC – Liquor License Status** - The Town Administrator reported that all applications have been mailed to establishments which need to be returned by the end of November. To date two have been received. Morse asked the board to approve the seasonal population increase form.

A motion was made by M. Francesconi and seconded by M. Biagini to approve the 2022 Seasonal Population Increase Estimation Form
Roll Call Vote: M. Biagini – Yes; R. Killeen- Yes; S. McGrath- Yes; J. Levesque- Yes; M. Francesconi – Yes
Motion Carries: 5-0

Included in the packet was the total ABCC quota documentation for the board to review.

B. **Response from the School Committee re: Panorama education questions** - Tabled to the next meeting with no response received. J. Morse will email the Superintendent about the questions and to find out about the status of the Lease.

C. **Recreation Economy for Rural Communities**- Board members have a DRAFT application in their packet. The grant opportunity was discussed with concerns from member R. Killeen regarding bringing in an outside agency to tell the town what has already been discussed in the past several months as far as needs. John Tremblay stated that the Cheshire Community Association could be the lead agency for the project after discussion about other entities to lead the steering committee. J. Morse read from the grant application that the agency would provide workshops with the steering committee to create a plan for revitalization.

A motion was made by M. Biagini and seconded by M. Francesconi to authorize the Town Administrator to apply for the Recreation Economy and Rural Communities grant by the deadline of November 22, 2021.
Roll Call Vote: M. Biagini – Yes; R. Killeen- No; S. McGrath- Yes; J. Levesque- Yes; M. Francesconi – Yes
Motion Carries: 4-1-0

D. **DFS – Fire Grant** - The Town Administrator reported that she has been working with the Fire Chief to apply for a DFS Equipment grant for 20 Motorola minitor pagers. The total amount the town is eligible for based on population is $12,500 and the quote for the pagers and installation is $12,418.

A motion was made by M. Biagini and seconded by M. Francesconi to authorize the town administrator to apply for the DFS equipment grant.
Roll Call Vote: M. Biagini – Yes; R. Killeen- Yes; S. McGrath- Yes; J. Levesque- Yes; M. Francesconi – Yes
Motion Carries: 5-0

5. Board Member Announcements

Regarding Code Red Quote in Packet - J. Morse informed the board that the weather advisories are an additional cost and separate program that residents need to sign up for. There was discussion on the current Code Red systems the town does utilize and getting a notice into the census in January alerting residents to the program.

J. Levesque brought up the utility lines fed through the old section of the school and those residents need to be made aware now that demolition is likely. M. Biagini stated that fixing the school is not feasible with too much

money for remediation not to mention brining the space up to code. J. Morse will start looking into the utilities and demolition options and will report back at a future meeting.

Adjournment: *A motion was made by M. Biagini and seconded by J. Levesque to adjourn the regular session meeting at 8:00 p.m.*
Roll Call Vote: J. Levesque – Yes; S. McGrath – Yes; R. Killeen – Yes; M. Biagini – Yes, M. Francesconi – Yes
Motion Carries: 5-0

Respectfully Submitted,
Jennifer Morse
Town Administrator
November 17, 2021

Document List

1. Agenda November 16, 2021
2. Minutes November 2, 2021- Draft
3. Minutes November 9, 2021 – Draft
4. Council on Aging Report
5. Highway Department Report
6. ABCC regarding quotas for retail licenses
7. ABCC Seasonal Population Form
8. RFQ for Auditing Services – Draft
9. Mass Council on Aging Award
10. Code Red Weather Warning Sales Quote

Town of Cheshire and
Mass Yield Cultivation

Host Community Agreement

This Host Community Agreement ("Agreement") is entered into this ____day of _____,___("Effective Date") by and between Mass Yield Cultivation with its main office at _____herein referred to as Mass Yield Cultivation and the Town of Cheshire ("Town"), a municipal corporation validly existing under the laws of the Commonwealth of Massachusetts, with a principal base of business at 80 Church Street, Cheshire MA 01225, acting by and through its Board of Selectmen in reliance upon all of the representations made herein.. Collectively, Mass Yield Cultivation and the Town may be referred to as the parties.

WHEREAS, the Company wishes to locate a Tier ____, _____ square foot Marijuana Cultivator for the cultivation, processing and packaging of marijuana, and the delivery of marijuana or transfer of marijuana to other marijuana establishments, but not to consumers, (the "Establishment") at _____ Map ____ lot ___ in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.00, and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations; and

WHEREAS the Town recognizes the Establishment may benefit the Town and its citizens through increased economic development, additional employment opportunities for residents, and a strengthened local tax base; and

WHEREAS the Company anticipates that the Town will incur additional expenses and impacts on the Town's Road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services and public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town; and

WHEREAS the Company intends to provide certain benefits to the Town if it receives the requisite licenses from Cannabis Control Commission (the "CCC") or such other state licensing or monitoring authority to operate the Establishment and receives all required local permits and approvals from the Town.

WHEREAS the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of the Establishment, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town; and

WHEREAS the Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

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1. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of the Establishment, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the Establishment in the Town, then the Company agrees to provide the following Annual Payments:

A. Community Impact Fee

The Company anticipates that the Town will incur additional expenses and impacts on the Town's Road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts on the Town. Accordingly, to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay an Annual Community Impact Fee to the Town, in the amount and under the terms provided herein.

1. Company shall pay an Annual Community Impact Fee in an amount equal to three percent (3%) of the Gross Sale Price or a minimum of twenty-thousand ($20,000) per year of all marijuana and marijuana-infused products cultivated at the Facility (the "Community Impact Fee"). Gross Sales Price shall be defined as: a) with respect to sales of marijuana or marijuana products sold to third parties unrelated to the Company, the actual wholesale price paid by such parties; and b) with respect to sales of marijuana and marijuana products at Marijuana Retailers owned, operated or affiliated with the Company, the highest unit prices for products wholesaled to third parties in an arms-length transaction during the previous twelve months, calculated separately with respect to: i) flower; and ii) extracted products, as the case may be.

2. The Community Impact Fee shall be made in semiannual installments per the Town's fiscal year (July 1 - June 30). The Community Impact Fee for the first year of operation shall be prorated based on the number of months the Establishment is in operation. The Establishment shall be deemed in operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final license from the Cannabis Control Commission ("Commencement of Operations").

3. The Community Impact Fee shall continue for a period of five (5) years from the date the Establishment commences operations. A minimum of 3 months prior to the conclusion of the five-year term, the parties shall negotiate in good faith the terms of a new Community Impact Fee as an Amendment to this Agreement. Provided, however, that if the parties are unable to reach an agreement on a successor Community Impact Fee, the Community Impact Fee specified in paragraph 1 of this Agreement shall remain in effect until such time as a successor agreement is reached.

4. The Town shall use the above referenced payments in its sole discretion but shall make a good faith effort to allocate said payments to off-set costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public

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health, and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.

5. Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment…" Notwithstanding the foregoing, the Parties hereby acknowledge the difficulty in computing actual Town costs and agree that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. Consequently, the Company agrees that the payments due under this Agreement are reasonably related to Town costs and waives any claims to the contrary

B. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal the Town's building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.

2. Establishment Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable third-party consulting costs and fees related to any land use applications concerning the Establishment, negotiation of this and any other related agreements, and any review concerning the Establishment, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Establishment that may be required in addition to the Planning Board's review under the Bylaw, for which reimbursement will be required pursuant to G.L. c.44 §53G.

3. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Establishment and/or reviewing the Establishment and for all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.

4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to its timely payment of all funds required under Section 1 of this Agreement. If any such payments are not fully made with five (5) days of the date they are due, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments if the Company fails to cure the default within five (5) days following issuance of written notice from the Town of the default.

C. Community Development and Other Benefits

1. Education???

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2. **Local Vendors and Employment**

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents and make reasonable efforts to utilize women-owned, minority-owned, and veteran-owned vendors within the Town. The Company's annual report to the Board of Selectmen shall include information concerning the number of Cheshire residents employed at the Establishment.

3. **Local Taxes**

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

4. Security

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority the Company shall work with Town's Police Department in reviewing and approving all security plans prior to implementation and commencement of operations.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Establishment and with regard to any anti-diversion procedures to ensure that marijuana and marijuana products are not being transferred to the illegal market or to minors.

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion of marijuana

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and marijuana products to the illegal market or to minors, such plan to be in place prior to the commencement of operations at the Establishment. The Company shall promptly report the discovery of the following to Town Police within 24 hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

5**. Additional Obligations**

A. Permitting

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a license for operation of the Establishment in the Town, and the Company's receipt of all necessary local approvals to locate, occupy, and operate the Establishment in the Town.

B. Retained Authority of the Municipality

This agreement does not affect, limit, or control the authority of the Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not hereby required, or obligated to issue such permits and approvals as may be necessary for the Establishment to operate in the Town, or to refrain from enforcement action against the Company and/or the Establishment for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

C. Annual Inspections

The Company agrees that it will voluntarily submit to a minimum of one annual inspections by the Police, Fire and Building Departments to ensure compliance with the terms of this Agreement and other local approvals. These provisions shall not preclude the municipality or any of its departments from conducting inspections at other times during the year to address enforcement matters.

D. Improvements to the Property

The Company shall make capital improvements to the property such that the property will match the look and feel of the Town and the surrounding parcels and be of construction standards at least at the quality of other nearby businesses.

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6. Municipal Support

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Establishment where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Establishment, in any particular way other than by the Town's normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

7. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above and shall be applicable for as long as the Company operates the Establishment in the Town except for the Community Impact Fee, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d).

In the event the Company has not secured a final License from the CCC and all necessary local permits from the Town for both the adult use and medical marijuana operations and commenced both adult use and medical marijuana operations at the Facility within two years from the date this Agreement takes effect, this Agreement shall expire, and the Company shall be required to negotiate a new Host Community Agreement to operate the Facility within the Town. The Board of Selectmen, in its discretion, may agree to an extension of one-year expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

8. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

9. Severability

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the

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extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

10. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

11. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations, and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

12. Amendments/Waiver

Amendments, or waivers of any term, condition, covenant, duty, or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

13. Headings

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define, or be used in interpreting the text of this Agreement.

14. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

15. Signatures

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

16. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement, or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

17. Nullity

This Agreement shall be null and void if the Company does not locate the Establishment in the Town or relocates the Establishment out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Annual Payments due to the Town hereunder shall be calculated

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based upon the period of occupation of the Establishment within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

18. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Establishment. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing, incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

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Hoosac Lake District

Town of Cheshire

Massachusetts

Invitation for Bids for: Herbicide Treatment of Hoosac Lake

Submission Deadline:

Jennifer Morse, Town Administrator & Chief Procurement Officer

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I. GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS

This invitation for bids is issued by the Hoosac Lake District, through its Prudential Committee and the Town of Cheshire, through the Board of Selectmen, in accordance with the provisions of M.G.L. Chapter 30B.

A. General Information

1. All bids must be received at the Town of Cheshire, Town Offices, 80 Church Street, PO Box 647, Cheshire, MA 01225, Attention: Chief Procurement Officer, on or before _____ A.M. on _____ 30. Bids will be opened publicly at _____. Any bids received after the specified time will not be accepted. The clock in the Town Administrators Office shall be the sole determining factor of time.
2. If, at the time of the scheduled bid submission deadline, Town Hall is closed due to uncontrolled events such as fire, snow, ice, or building evacuation, the bid deadline will be postponed until _____. on the next normal business day. Bids will be accepted until that date and time.
3. Each Contractor must submit three (3) copies of their bid.
4. Each bid must be clearly marked on the outside of the envelope "Sealed Bid Enclosed, Herbicide Treatment of Pontoosuc Lake".
5. The submission of a bid will be construed to mean that the Contractor is fully informed as to the extent and character of the services and deliverables required and a representation that the Contractor can furnish the services and deliverables satisfactorily in complete compliance with the specifications.
6. The information provided in this Invitation for Bids is provided for informational purposes from the best sources available to the Town, and no information herein is guaranteed. All costs incurred by bidders in responding to this Invitation for Bids shall be the sole responsibility of the bidder.

B. Required Submittals

Please use this checklist to ensure you have included all required submittals with your bid.
All bids shall include:

____A completed bid-pricing sheet, attached hereto as Exhibit D.
____A completed and signed bid signature and addenda acknowledgement page.
____A completed and signed non-collusion affidavit.
____A completed and signed affidavit of compliance.
____A completed and signed attestation of taxes.
____A completed reference sheets.

C. Questions Concerning Invitation for Bids

Questions concerning this IFB should be directed to the Town of Cheshire, Chief Procurement Officer, in writing, via email to jmorse@cheshire-ma.gov no later than five business days prior to the scheduled bid opening. No questions will be considered, or interpretations issued, unless such request is received by the Chief Procurement Officer within the specified time-period.

D. Addenda

If any changes are made to this IFB, an addendum will be sent to all Contractors on record as having picked up the IFB. All addenda must be acknowledged on the bid forms. Failure to do so may, at the Town's discretion, result in automatic rejection of bid.

E. Modifications by Contractor

A Contractor may correct, modify, or withdraw a bid by written notice received by the Town prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly

labeled “Modification No. ___.” Each modification must be numbered in sequence and must reference the original IFB.

F. Pre-Bid Conference

There will be no pre-bid conference for this project

G. Cancellation of Invitation for Bids

The Town of Cheshire and Hoosac Lake District may cancel this IFB if the Town of Cheshire and Hoosac Lake District determines that cancellation or rejection serves the best interests of the Town.

H. Bid Pricing

All bid prices submitted in response to the IFB must remain firm for sixty (60) days following the bid opening.

I. Signatures for Bid

Bids must be signed as follows:

1. If the Contractor is an individual, by her/him personally.
2. If the Contractor is a partnership, by the name of the partnership, followed by the signature of each general partner.
3. If the Contractor is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

J. Invoicing

1. No charges for Federal, State, or Municipal sales or excise taxes will be allowed. The Town of Cheshire is exempt from these taxes. The prices proposed shall be net and not include the amount of any such tax.
2. Invoices shall be submitted in triplicate to the Chief Procurement Officer unless otherwise specified. Payments of such bills shall not preclude the Town from making claims for adjustment on any item found not to have been in accordance with the general conditions or specifications. If cash discounts are included in the bid price, such discounts must be permissible for 10 days from and including the postmark date of payment.

II. PURCHASE DESCRIPTION/SCOPE OF SERVICES

The Hoosac Lake District, acting through its Prudential Committee and the Town of Cheshire, acting through its Board of Selectmen, is seeking services from a qualified Massachusetts licensed herbicide applicator to conduct herbicide treatment of invasive, nuisance aquatic vegetation (including Eurasian milfoil *(Myriophyllum spicatum),* Curlyleaf Pondweed *(Potamogeton crispus),* European Naiad *(Najas minor),* and Thin-leaf Pondweed (Potamogeton pusillus/foliosus)) in Hoosac Lake. The requested services are for the summer of 2022through fall 2024 or three years.

The Contractor shall be responsible for providing the following:

TASK 1: PERMITTING

- Work with the Cheshire Conservation Commission and State of Massachusetts to require all permitting necessary for the chemical treatment of the Hoosac Lake for each contracted year. Services will include the fee for the State of Massachusetts Aquatic permit for each year.

TASK 2: TREATMENT. SURVEYS. REPORT

- Provide all chemicals, equipment, and labor necessary for completion of the chemical treatment in the lake in the spring/summer of the three years of this contract.
- Provide language for publication "notification of treatment." The Town/Prudential Committee will have the notice published.
- Conduct the treatment on date(s) established by mutual agreement with the Town/Prudential Committee (or its designated representative).
- Initial lake treatment for control of Curly Leaf Pondweed with the Aquatic Herbicide, Diquate (late April)
- Initial Whole Lake treatment for the control of Milfoil and Nuisance native plans with the Aquatic Herbicide, SonarONE and Sonar AS (late May)
- First follow up lake treatment with the Aquatic Herbicide, SonarONE and the treatment of Vallisneria with the Aquatic herbicide Harpoon G (mid-June)
- Include 2 Sonar FasTsts
- Second follow up lake treatment with the Aquatic Herbicide, SonarAS (July)
- For each treatment provide printed poster outlining temporary water use restrictions for the Hoosac Lake District to post it as appropriate on the lake shore.
- Bathymetric Mapping, Digital Files, Contour Map, 3D Shaded Depth Map (in year three)
- Prepare a final report for submission to the Town of Cheshire and Hoosac Lake District by November 1st of each year.

All the above work in is contingent upon funding being provided from the Town of Cheshire and the Hoosac Lake District at their Annual Meetings.

III. COST PROPOSAL

Provide firm pricing for the above activities using the Bid-Pricing Sheet attached hereto as Exhibit B.

Include a breakdown of pricing of additional services including invasive weed removal (cattails, water chestnuts etc.); algae testing, dredging and muck removal for Shadowland Cove and Northern Cove Shorelines, town beach/boat launch and causeway recreation areas.

IV. SUBMISSION AND MINIMUM EXPERIENCE REQUIREMENTS

- Contractor must submit all forms/documentation as required in this Invitation for Bids.

- Contractor must submit documentation evidencing prior experience performing work outlined in this bid including a complete list of all jobs performed in the past two (2) years that are similar in size and scope to this project, with contact names and telephone numbers on the Reference Form included herein.

- Herbicide application experience minimum requirement - Contractor must have provided similar services to the treatment services described herein at more than 10 lakes in Massachusetts.

VI. Rule for Award

- Selection of the contractor will be based upon bidder qualifications, including evidence of past

performance in similar projects, and bid price. The contract will be awarded to the bidder deemed by the awarding authority to be the lowest responsible and eligible bidder.

- The contract will be awarded within thirty (30) days after the bid opening. The time for award may be extended for up to 30 additional days by mutual agreement between the Town and the apparent lowest and responsible bidder.

VII. Insurance Requirements

- Contractor's Public Liability and Property Damage Insurance. Contractor's liability insurance shall be purchased and maintained by the Contractor to protect him from claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Contractor's operation under this agreement, whether such operations be by himself or by any or anyone directly or indirectly employed by any of them. The insurance shall name the Town of Cheshire as an additional insured and shall be written for not less than $1,000,000 each person, $1,000,000 each occurrence for bodily injury, and $1,000,000 each occurrence, $1,000,000 aggregate for property damage, or such amount as required by law, whichever is greater, and shall include contractual liability applicable to the Contractor's obligations. Coverage must include the following: Premises/ Operations, Elevators and Hoists, Independent Contractors, Contractual Liability Assumed Under this Contract, Products/completed operations, Broad Form Property Coverage, and Personal Injury.

- Workmen's Compensation Insurance. Workmen's Compensation Insurance must be provided at the Contractor's expense in accordance with the provisions of M.G.L. Chapter 149, § 34A. The Contractor shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. Chapter 152, § 25C, as amended, to all persons to be employed under the Contract, and the Contractor shall continue such insurance in full force and effect during the term of this Contract. Proof of compliance with the aforesaid stipulations shall be furnished to the Town Administrator when requested and by submitting two copies of a properly endorsed insurance certificate issued by a company authorized to write Workmen's Compensation Insurance policies in the Commonwealth of Massachusetts. Any cancellation of such insurance whether by the insurer or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and the Chief Procurement Officer at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice.

- Vehicle Liability Insurance. The Contractor shall take out and maintain at his own expense during the life of this Contract vehicle liability insurance. The insurance shall name the Town of Lanesborough as an additional insured and shall be written for not less than $1,000,000 each person, $1,000,000 each occurrence for bodily injury, and $1,000,000 each occurrence, $1,000,000 aggregate for property damage, or such amount as required by law, whichever is greater, and shall include

- Contractual liability applicable to the Contractor's obligations. Coverage must include the following: Owned Vehicles, Leased Vehicles, Hired Vehicles, and Non-Owned Vehicles

- Certificates of Insurance. The Contractor shall deposit with the Town Certificates of Insurance for the coverage required by this Article XI, in form and substance satisfactory to the City, and shall deliver to the City new policies and certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the City prior to cancellation of change in coverage, scope, or amount of any such

policy or policies. Compliance by the Contractor with the insurance requirement, however, shall not relieve the Contractor from liability under the indemnity provisions.

- Indemnification The vendor agrees to indemnify the Town of Cheshire, its successors, agents, servants, employees, or assigns against any and all claims for loss, liability, or damage arising out of or in connection with the work done or to be performed and in connection with or arising out of the acts or negligent omissions of the Vendor's employees, whether negligent or intentional, foreseeable or unforeseeable, within or without the scope of his employment, while said employees are upon, entering, or leaving the premises upon which this agreement is being performed.

VIII. EQUAL OPPORTUNITY COMPLIANCE

The Vendor shall carry out the obligations of this Contract in compliance with all of the requirements imposed by or pursuant to Federal, State, and local ordinances, statutes, rules, and regulations prohibiting discrimination in employment, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973, and M.G.L. c. 151B, Massachusetts Executive Order 74, as amended by Executive Orders 116, 143, and 227, and any other executive orders, rules, regulations, and requirements relating thereto enacted by the Commonwealth of Massachusetts as they may from time to time be amended. The Vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation.

IX. ADDITIONAL TERMS AND CONDITIONS

- The successful contractor will be required to execute the Town's form of Agreement attached hereto as Exhibit F.

BID SIGNATURE AND ADDENDA ACKNOWLEDGEMENT PAGE

Having fully examined, read, and in understanding of the specifications for this job and being familiar with all the conditions surrounding the proposed work, including any addenda for which receipt of is acknowledged below, the undersigned proposes to complete all work as specified in this Invitation for bids.

This bid includes addenda numbered: _____

Signature for Individual

_____ _____
Name of Company Telephone Number

_____ _____
Name and Title of Individual Authorized to Sign Date

_____
Signature

Signature for Partnerships (must be signed by ALL general partners)

_____ _____
Name of Partnership Date

_____ _____
Name and Title of Partner Signature

_____ _____
Name and Title of Partner Signature

_____ _____
Name and Title of Partner Signature

_____ _____
Telephone Number of Company Office Fax Number of Company Offices

Use additional sheet it necessary

BID SIGNATURE AND ADDENDA ACKNOWLEDGEMENT PAGE CONTINUED

Signatures for Corporation

_____ _____
Name of Corporation Date

_____ _____
Name and Title of Duly Authorized Company Officer Signature

Corporate Seal (affix below)

_____
Telephone Number

_____
Signature of Clerk

Please furnish the following additional information:

Incorporated in what state? _____

President: _____

Treasurer: _____

Secretary: _____

If you are a foreign (out of state) corporation, are you registered with the Secretary of the Commonwealth in accordance with the provisions of M.G.L. Chapter 181

If you are selected for this work, you are required, under M.G.L. Chapter 30 §391, to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the Town of Cheshire before award.

NON-COLLUSION AFFIDAVIT

The undersigned certifies under penalties of perjury that this bid, or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

_____
Signature of individual submitting bid or proposal

_____
Name of Company

_____
Date

AFFIDAVIT OF COMPLIANCE

_____ Massachusetts Corporation

_____ Foreign Corporation

_____ Non-Profit Corporation

_____ Partnership

_____ Sole Proprietorship *

Name of Corporation _____

Address _____

_____

As President, or authorized company officer, of the above-named corporation, I do hereby certify that the above-named corporation has filed with the State Secretary all certificates and annual reports required by M.G.L. Chapter156B §109 and by Chapter 181 §4.

Signed under the penalties of perjury this _____ day of _____, _____

_____
Signature and Title of Authorized Company Officer

Corporate Seal (affix below):

*If a sole proprietorship, you must indicate your status as a sole proprietorship; the person signing this bid shall be deemed to be the sole proprietor and legal entity for the purposed of this bid and contract.

ATTESTATION OF TAXES

Any person failing to sign the Attestation of Taxes shall not be allowed to obtain, renew, or extend a license, permit, or public contract.

Pursuant to M.G.L. Chapter 62C, §49A, I hereby certify, under the penalties of perjury, that, to the best of my knowledge and belief, I am following all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____

Signature and Title of Authorized Company Officer

_____

Date

Corporate Seal (affix below):

REFERENCE SHEET

Bidders must submit, on this form or additional sheets, if necessary, a list of references as described in section III of these bid documents.

Project	Location	Contact Person	Telephone Number

LEGAL NOTICE PUBLISHED FOR THIS IFB

LEGAL NOTICE
TOWN OF CHESHIRE
CHIEF PROCUREMENT OFFICER
INVITATION FOR BIDS

The Town of Cheshire, Massachusetts, acting through its Chief Procurement Officer, will receive sealed bids for, Herbicide Treatment of Hoosac Lake (Cheshire Reservoir)

Bid procedures will be in accordance with the latest edition of M.G.L. Chapter 30B. Said bids will be addressed to the Chief Procurement Officer, Town Hall, 80 Church Street PO Box 647, Cheshire, MA 01225. These bids will be received until _____ A.M. on _____, _____ and at ____ on that day they will be opened and read aloud. The opening will take place in Town Hall. All Covid protection protocols in place at the time of the bid opening will be in force. Any bids received after the specified time will not be accepted. All bids will be submitted in a sealed envelope clearly marked **"SEALED BID ENCLOSED, Herbicide Treatment of Hoosac Lake."**

The Town of Cheshire's Chief Procurement Officer reserves the right to accept or reject any or all bids or to waive any informality in the proposing. Also reserved is the right to reject, for cause, any bid in part or whole if it is judged by the Chief Procurement Officer that the best interests of the Town will be served thereby. Attention is called to the "Equal Opportunity Clause" and the standard Federal Equal Employment Opportunity Construction contract specifications. All Contractors will receive consideration without regard to race, color, creed, age, sex, religion, or national origin.

Jennifer Morse
Chief Procurement Officer
****

EXHIBIT A

Herbicide Treatment of Hoosac Lake

In addition to the State mandated General Conditions 1-18 attached hereto, the Applicant also must meet the following Special Conditions:

19. Except as noted in this Order, all work shall be done in accordance with all approved plans and information on file with the Conservation Commission, all special conditions and supporting documentation submitted to the Commission as revised in this Order or at the public hearing, and any commitments made by the applicant, owner, or their representative at the public hearing or in writing.

20. Use Reward at a low dosage rate not to exceed the limits as set in the GEIR Guidance document or application limits on the label. The application will be undertaken with Lynott's specially designed airboat. The material will be mixed in a mixing tank on board the boat and evenly injected below the surface of the treatment area. The use of herbicides must be conducted by a certified applicator, in accordance with the directions on the label, and per the precautions listed in the MSDS. A copy of the applicator's Massachusetts Applicator License must be submitted to the Conservation Commission and kept on file.

21. Application must be completed in compliance with this Order, the permit issued by DEP, Division of Watershed Management, and any other applicable local, state, or federal guidelines.

22. Water use limitations will be advertised by the Town of Cheshire and the Hoosac Lake District and posted at the shoreline. The Commission must be notified at least 48 hours in advance to inspect the postings.

23. Water use limitations include 1-day restrictions on fishing, swimming, boating (except for monitoring by boat) and a 10-day restriction on irrigation and livestock watering.

24. Hand pulling of invasive species may continue in accordance with the Hoosac Lake District

25. Pre and post treatment surveys will be conducted to determine the extent of the aquatic growth before the treatment and the success of the management program following treatment. Pretreatment survey information will be collected in the fall of the previous year. Post treatment monitoring of aquatic plants is to be done within 45 days after treatment. The aquatic plant composition of native and non-native species and distribution of different aquatic plant species within the pond shall be depicted and described.

26. A "safe zone" or setback of 50 feet will surround the significant habitat areas, as noted in the Wildlife Habitat Evaluation submitted within the Notice of Intent. A five foot "safe zone" along the entire shoreline of Hoosac Lake will be established where no direct in-lake management will be conducted.

27. Additional herbicide treatments above and beyond the scope of this application require new and separate permitting through the Conservation Commission.

28. Applicant shall pursue the implementation of a deeper drawdown of Hoosac Lake as an alternative strategy to the use of herbicides to reduce invasive species.

EXHIBIT B

INVITATION FOR BIDS

HERBICIDE TREATMENT OF PONTOOSUC LAKE

TOWN OF LANESBOROUGH

PROPOSAL-PRICING SHEET

The IFB has been structured to allow the Town to make decisions about the extent and type of treatment based on conditions observed just prior to treatment. This is a three-year contract, and it is not possible to predict the extent and type of treatment needed on any one of the three years. Bidders have been asked to provide 4 cost numbers.

- Deployment and support for early treatment
- Per acre cost for early treatment
- Deployment and support for late treatment
- Per acre cost for late treatment
- Pre and Post treatment survey reports

Costs of the bids will be compared by calculating the total cost for the early and late (if any) treatments for the three hypothetical years shown in the table below. The bid with the lowest total cost for the three years will be judged the lowest cost bid.

METHOD FOR EVALUATING BIDS					
	Early treatment	Late Treatment	COST		
Year	acres/dose	acres/dose	Bid A	Bid B	Bid C
1	25 low	50 low			
2	30 low	70 Moderate			
3	30 low	60 Low			
TOTAL COST					

EXHIBIT C

AGREEMENT FOR HERBICIDE TREATMENT SERVICES

The following provisions shall constitute an Agreement between the Town of Cheshire, acting by and through its Board of Selectmen, hereinafter referred to as "Town, "along with the Hoosac Lake District, acting by and through its Prudential Committee_____, with an address of _____, hereinafter referred to as "Contractor", effective as of the ____ day of _____, 201__. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town and Hoosac Lake District with herbicide treatment services at Hoosac Lake, including the scope of services set forth in this RFB.

ARTICLE 2: TIME OF PERFORMANCE:

Subject to the result of the surveys performed, the Contractor shall complete all work and services required hereunder commencing _____, 201__ through _____.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 an amount not to exceed $_____. Contractor will be paid based on the actual treatment provided, which will be determined by the surveys performed, and calculated based on the acre/dose cost submitted in Contractor's Proposal Pricing Sheet. The amount actually paid may be an amount less than the not to exceed amount stated herein. The Contractor shall submit detailed invoices to the Town 30 days after treatment services are rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.
4. Invitation for Bids issued by the Town.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify, and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify, and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state, and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees, or agents in the performance of, or because of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it use shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts set forth in the Invitation for Bids issued by the Town.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured, and which include a thirty-day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement

supersedes all prior agreements, negotiations, and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

By

_____

_____

Printed Name and Title

TOWN OF CHESHIRE

by its Board of Selectmen, Chair

_____

HOOSAC LAKE DISTRICT

By its Prudential Committee, Chair

_____

Town of Cheshire, Massachusetts

Request for Quote

Annual Independent Financial Audit Services

For the Fiscal Years Ending FY22, FY23 and FY24

RFQ Response is due:

RFQ is exempt from the requirement of MGL Chapter 30B

The Town of Cheshire, Massachusetts (the Town) invites qualified independent certified public accounting firms, licensed to practice in the Commonwealth of Massachusetts to submit written fix fee proposals to conduct the annual independent financial audit of the year-end financial reports of the Town for Fiscal Years 2022, 2023, and 2024 with the potential to renew at three-year increments thereafter, in accordance with the specifications summarized below. The quoted fee shall be all inclusive for all required services.

Information Furnished to Proposers

General Information

The Town of Cheshire has a population of approximately _____ and has a current operating budget of $7,069,000.00. The Town is governed by a five (5) member Board of Selectmen/Town Administrator, Open Town Meeting, and other separately elected boards overseeing quasi-independent departments.

The Financial Management team of the Town consists of the Town Administrator, Assistant Town Assessor, Town Accountant, Tax Collector, Town Treasurer and One Finance Committee Member.

Scanlon and Associates has performed the annual audit for many years and most recently for Fiscal Year 2020.

Description of Financial Records

The Town operates a Water Department Enterprise fund and maintains its general financial records in accordance with the Revised Uniform Massachusetts Accounting System on a modified accrual basis.

The general ledger records of the Town are computerized, and the Town uses Vadar Software for the maintenance of its financial record keeping system and vendor processing. The Town processes payroll with the Harper's Payroll Services System.

The Town financial accounts are closed on an annual basis. Complete budgetary basis financial reports are provided to the Board of Selectmen.

Scope of Services Required

1. An independent audit of the Town's financial records of all activities including assurance of compliance with relevant federal and state laws and Town financial policies.

2. The audit is to be performed in accordance with generally accepted auditing standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

3. The annual audits shall cover the fiscal years 2022, 2023, and 2024.

4. The audit shall be conducted for the purposes of forming an opinion of whether the financial statements of the Town present fairly the respective financial position of the governmental activities, discretely presented component unit, each major fund, and the aggregate remaining fund information of Town as of each June 30th, and the respective changes in financial position for the years then ended, in conformity with US Generally Accepted Accounting Principles.

5. The successful proposer will also furnish the following independent Auditor Reports:

a. Independent Auditors Report on Compliance with Requirements that Could Have a Direct and Material Effect on Each Major Program, Internal Control Over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133.

b. Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.

6. The successful proposer will furnish a management letter, which shall identify any management weaknesses observed, assess their effect on financial management and financial reporting, and propose steps to correct or eliminate the weaknesses. Prior to the completion of the management letter, the independent auditor shall meet with the department head of each department for which there is a management comment to review the findings and the recommendations in detail. The final copy of the management letter shall contain printed responses from the head of each department for which there is a management recommendation.

7. A senior representative of the of the auditing firm shall conduct an annual audit planning conference with the Town Administrator at least one month prior to the start of each audit; shall provide the Town Administrator with weekly status reports during the audit field work.

8. The independent auditing and accounting firm shall be available during the normal business hours throughout the contract period to provide the Town with advice and guidance on financial accounting and reporting issues. The auditor will also be expected to keep the Town informed of the working of 6 requirements of all new accounting and financial matters related to municipalities.

9. The auditor shall immediately notify the Board of Selectmen and Town Administrator of any serious financial discrepancies.

10. Prior to the submission of the final audit document the auditor shall meet with the Town Administrator, Town Treasurer-Collector and Town Accountant to review the auditor's findings and conclusions.

11. The Town retains the responsibility for the preparation of the financial statements.

12. All audit work papers are the property of the auditors and shall be retained for a period of seven years. Work papers shall be available for examination or duplication without charge to authorized Town personnel, representatives of Federal or State Agencies upon request of that Agency or the Town. Working papers will also be made available for examination, at no charge, or duplication, at a reasonable charge, to subsequent auditors engaged by the Town.

Report Requirements

Time Considerations the Town expects the preliminary audit work to begin on or about February 1 of each year and the final audit documents to be completed and delivered no later than April 30 of each year.

Town Responsibilities

The Town of Cheshire shall provide the auditor with the following assistance during the completion of the annual audit:

a. Preparation of the financial statements at the fund level and supporting schedules

b. Preparation of the schedule of expenditures of federal awards (if any).

c. Preparation of all written documents for mailing by the accounting firm.

d. Photocopying/scanning of all necessary records and documents for audit papers.

e. Office space with necessary accoutrements for the audit staff to conduct field work.

Information to be supplied by the Proposers

A. Letter of Introduction A two-page (maximum) letter describing the firm and the proposal. The letter should include the following:

1. A brief description of the firm and its principals.

2. The firm's experience providing auditing services to Massachusetts municipalities.

3. The names and qualifications of the individuals who would comprise the auditing team.

4. A statement that the proposal meets all the requirements of the RFQ.

5. A brief statement that will demonstrate the firm's understanding of the Town of Cheshire and the requirements of the audit.

6. A statement describing the ability of the firm to undertake the Cheshire audit given their existing work schedule.

7. Identification of the firm's contact person for the proposal including name, title, address, telephone numbers, and email.

8. The letter must be signed by an individual authorized to contractually bind the firm.

B. Professional Experience

1. List each of the firm's Massachusetts municipal auditing engagements during the past ten (10) year period. Identify the name of the Town, years engaged, and current engagements.

2. Provide five (5) municipal audit client references from the past three (3) year period, including name of key financial person and contact information.

Proposer's Approach to the Audit

1. State the proposer's understanding of the services to be performed and the work products to be delivered.

2. Submit a detailed work plan, including a chart identifying each of the major tasks to be completed and the amount of time scheduled for completion.

3. Provide a description of any additional services that your firm may be willing to provide to the Town in connection with the audit. For example, a firm may offer to do a more detailed management audit of one department each year.

4. State the estimated number of hours which the firm expects to commit, by staff person, for each component of the engagement.

Price Proposal

The Town is seeking an all-inclusive fixed price for each engagement year of the audit. The price shall include all staff, overhead, and in-direct costs.

The Town is seeking a three-year engagement

Final Contract Award

The Town of Cheshire, through its Board of Selectmen, shall select the auditing firm that best meets the needs of the community and in the best interest of the Town of Cheshire.

Jennifer Morse

From: Borci, Todd <Borci.Todd@epa.gov>
Sent: Wednesday, November 17, 2021 2:24 PM
To: Jennifer Morse
Cc: Kudarauskas, Elizabeth A.; Tedder, Newton; Wong, Martine; Pechulis, Kevin
Subject: EPA Stormwater Permit
Attachments: Cheshire MA AO 11.13.19.pdf

Ms. Morse:

Was nice speaking with you. I've attached a number of documents and links that will provide a crash course in Municipal Separate Storm Sewer System (MS4) permitting requirements.

Based on census data, the Town of Cheshire was identified as requiring coverage under the Small MS4 program. Those requirements include the Town submitting a complete Notice of Intent (NOI) for coverage followed by annual reports due each year by September 30th.

EPA reached out to the several times between 2018 and 2019 with no response. In 2019, EPA issued the Town and Administrative Order (attached) to submit a complete Notice of Intent. A NOI was submitted, but determined to be incomplete. The Town appeared to be working on it; however, we have not heard from the Town since last October. Since it is the annual time for reports to be submitted, we have reviewed community MS4 status and Cheshire has again appeared on our list for non-compliance.

As discussed, we would like to resolve the issue and get the Town back into compliance as soon as possible. Please take a look at the attached information and links, and let's plan on discussing during the week of November 29 through December 3rd. At the bottom of this message, I've attached links to MS4 information, as well as two email chains that comprise most if not all of our correspondence with the Town. I have also asked our permits folks for a copy of the incomplete NOI and will send that to you as well.

Thank you in advance for your attention to this matter.

tb

Todd J. Borci
Water Compliance Section
Enforcement and Compliance Assurance Division
U.S. EPA New England
5 Post Office Square
Suite 100 (04-4)
Boston, MA 02109-3912
(617) 918 -1358
borci.todd@epa.gov

MS4 Permit and associated information: https://www.epa.gov/npdes-permits/massachusetts-small-ms4-general-permit

MS4 "Regulated Area" within Cheshire: https://www3.epa.gov/region1/npdes/stormwater/ma/ram/cheshire.pdf

From: estjohn4@cheshire-ma.gov <estjohn4@cheshire-ma.gov>
Sent: Friday, October 9, 2020 11:50 AM

To: Wong, Martine <wong.martine@epa.gov>
Subject: RE: US EPA Administrative Order - Cheshire, MA

Good morning,

Thank you very much for the explanation. I apologize, but I have absolutely no memory of seeing that. I will complete that and send it to you as soon as I can.

Thanks so much again,

Ed



Edmund R. St. John, IV
Town Administrator
Town of Cheshire
80 Church Street
PO Box 647
Cheshire, MA 01225
m: (413-333-8024
t: (413) 743-1690 x. 18
www.cheshire-ma.net

The Secretary of State's office has determined that most e-mails to and from municipal offices and officials are public records. Consequently, confidentiality should not be expected.

From: Wong, Martine <wong.martine@epa.gov>
Sent: Thursday, October 8, 2020 4:52 PM
To: estjohn4@cheshire-ma.gov
Cc: Reports Stormwater <Stormwater.Reports@epa.gov>
Subject: FW: US EPA Administrative Order - Cheshire, MA

Hi Ed,

Thanks for getting back to me! I just checked and you're right – Cheshire's NOI submission was not approved and not added to our website. So, we still need a completed NOI from you – please submit that to stormwater.reports@epa.gov at your earliest convenience. Your original submittal was missing additional information about your planned public education campaigns – there's an email from Newton Tedder from 5/21/2019 that has more details. Please let me know if you have any more questions.

Thank you,
Martine

From: Borci, Todd <Borci.Todd@epa.gov>
Sent: Thursday, November 14, 2019 11:11 AM
To: highway@cheshire-ma.gov
Cc: Pechulis, Kevin <Pechulis.Kevin@epa.gov>; Kopf, Jeff <Kopf.Jeff@epa.gov>; Susannah.king@state.ma.us; Tedder, Newton <Tedder.Newton@epa.gov>
Subject: US EPA Administrative Order - Cheshire, MA

Superintendent Navin:

Please see the attached Administrative Order requiring the Town of Cheshire, MA to submit a complete and accurate Notice of Intent ("NOI") for coverage under the 2016 Small MS4 General Permit.

Please contact me with any questions you may have. Thank you in advance for your cooperation.

tb

Todd J. Borci
Enforcement Officer
Enforcement and Compliance Assurance Division
U.S. EPA New England
5 Post Office Square
Suite 100 04-4
Boston, MA 02109-3912
(617) 918 -1358
borci.todd@epa.gov

From: Edmund R. St. John, IV <estjohn4@cheshire-ma.gov>
Sent: Tuesday, June 11, 2019 6:00 PM
To: Tedder, Newton <Tedder.Newton@epa.gov>; Reports Stormwater <Stormwater.Reports@epa.gov>
Cc: Frederick.Civian@state.ma.us
Subject: RE: Cheshire MS4 NOI

Thank you for the email. We are working on this and should have answer tomorrow or the day after.

Ed

Edmund R. St. John, IV
Town Administrator
Town of Cheshire, Massachusetts

80 Church Street, PO Box 647
Cheshire, Massachusetts 01225

413-743-7728 (p)

From: Tedder, Newton <Tedder.Newton@epa.gov>
Sent: Monday, June 10, 2019 5:05 PM
To: estjohn4@cheshire-ma.gov; Reports Stormwater <Stormwater.Reports@epa.gov>

Cc: Frederick.Civian@state.ma.us
Subject: RE: Cheshire MS4 NOI

Ed

One last followup requesting information to complete your NOI. Please let me know if you have questions

Newton Tedder
617- 918-1038

From: Tedder, Newton
Sent: Tuesday, May 21, 2019 4:50 PM
To: estjohn4@cheshire-ma.gov; Reports Stormwater <Stormwater.Reports@epa.gov>
Cc: Frederick.Civian@state.ma.us
Subject: RE: Cheshire MS4 NOI

Thanks Ed

Please respond to this email with additional information about your public education campaigns. As a new permittee you only need to do 4 messages (1 to each audience) and I need additional information on what the message will be and how you plan to measure the effectiveness. You don't need to produce everything right now, just an idea of how you plan to comply with the permit. You can put that information in an email or attach a new page to add to your NOI, its up to you

Newton Tedder
617- 918-1038

From: Edmund R. St. John, IV <estjohn4@cheshire-ma.gov>
Sent: Tuesday, May 21, 2019 4:25 PM
To: Reports Stormwater <Stormwater.Reports@epa.gov>
Cc: Tedder, Newton <Tedder.Newton@epa.gov>; Frederick.Civian@state.ma.us
Subject: Cheshire MS4 NOI

Good afternoon,

I apologize for the delay – attached is Cheshire's NOI.

Please let me know if you have any comments or concerns.

Thank you,

Ed

Jennifer Morse

From: MAOpioidSettlements (AGO) <maopioidsettlements@state.ma.us>
Sent: Friday, November 19, 2021 10:21 AM
Subject: Municipal Participation in Statewide Opioid Settlements - Sign-Ons Due January 2, 2022

Follow Up Flag: Follow up
Flag Status: Flagged

In September, your municipality should have received a Notice about settlements with three opioid distributors — Cardinal, McKesson and Amerisource Bergen — and opioid-maker Johnson & Johnson, recently announced by Attorney General Maura Healey. The Settlements will provide up to $537 million in funds to the Commonwealth and its cities and towns over 18 years to fund prevention, harm reduction, treatment and recovery efforts across Massachusetts.

All Massachusetts cities and towns are eligible to receive a portion of the settlement funds directly, regardless of their size or whether they filed a lawsuit, so long as they sign up and agree to use the payments to abate the opioid crisis in their communities. AG Healey and lawyers representing thousands of municipalities in the national opioid litigation strongly encourage municipalities to join.

Municipalities that wish to join the settlements should return their Subdivision Settlement Participation Forms by **January 2, 2022** by: (1) mailing them to Commonwealth of Massachusetts, Office of the Attorney General, Attn: Opioid Settlement Team, One Ashburton Place, Boston, MA 02108; or (2) submitting them online via DocuSign, after registering online to receive Settlement-related notices and forms. To request your municipality's unique registration code, email MAOpioidSettlements@mass.gov.

You can find more information about the settlements, including answers to frequently asked questions, here.

To speak with someone on AG Healey's team about the Settlements, email MAOpioidSettlements@mass.gov.

Municipalities that retained attorneys to file opioid litigation should consult their attorneys.

Jennifer Morse

From: Aaron Dean <adean@hoosacvalley.org>
Sent: Thursday, November 18, 2021 3:17 PM
To: Jennifer Morse
Subject: Re: Questions/Lease

Hi Jennifer,

I'm out on medical leave until the Thanksgiving break, but wanted to make sure you got a timely response. Below are answers to the board's questions. Happy to talk more upon my return. Have a nice Thanksgiving!

1. Do you have an estimated time frame that the questions presented to the School Committee will be answered?

   After conferring with district counsel, the district will not be providing answers to the select board. These are district decisions, not select board decisions and as such are not appropriate for the select board to be discussing. We will however submit these concerns to the technology subcommittee for discussion to be brought forward to the full committee at a future date. We have no reason to suspect there has been any wrongdoing, but will honor the concerns and take a hard look at our practices and any potential adjustments that can and should be made.

2. Has the School Committee discussed the lease and when do you think we should schedule another meeting?

   The committee has met to discuss the lease and is currently weighing its options. There are concerns about the mold issue that has developed and the lack of bathrooms in the current space that we are taking into consideration. I will get back to you in terms of when it might be appropriate to discuss again.

3. We understand that the internet moving is not an easy fix. I have been tasked with contacting all utilities to find out about moving lines in preparation of a demolition of the old section of the building.

   As you stated, we are working on the piece with the internet and will keep you posted.

4. The door to the old section of the school has been left on two occasions and noticed by the Board of Selectmen. Bob will be mentioning it to the Youth Center and District staff when he is in the building later this morning.

   That is concerning on our end as well, especially given this is an airborne issue and probably not contained even when the doors are closed. Has air quality testing been done in our section of the building? I know folks are nervous about this situation on our end.

On Wed, Nov 17, 2021 at 8:39 AM Jennifer Morse <jmorse@cheshire-ma.gov> wrote:

> Hi Aaron,
>
> I am following up for the Board of Selectmen on a couple of topics.

United States Environmental Protection Agency
Region 1 – New England
5 Post Office Square, Suite 100
Boston, MA 02109-3912

ORDER FOR COMPLIANCE

Certified Mail
Return Receipt Required

NOV 13 2019

Edmund R. St. John, IV
Town Administrator
Town of Cheshire
84 Church Street, PO Box 684
Cheshire, MA 01225

Re: In the Matter of the Cheshire, Massachusetts MS4 Order for Compliance under Section 309 of the Clean Water Act, Docket No. CWA-AO-R01-FY20-05

Dear Mr. St. John:

This Order results from the failure of the Town of Cheshire, Massachusetts (the "Town") to submit a complete and accurate Notice of Intent (NOI) to obtain authorization to discharge stormwater under the 2016 National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (MS4s) in Massachusetts (2016 MS4 Permit). Operators of Small MS4s seeking authorization to discharge under the terms and conditions of the 2016 MS4 Permit were required to submit a complete and accurate NOI within 90 days of the effective date of the 2016 MS4 Permit (see Part 1.7.2.d). The effective date of the 2016 MS4 Permit was July 1, 2018. Therefore, operators of Small MS4s seeking coverage under the 2016 MS4 Permit were required to submit a complete and accurate NOI by October 1, 2018. For all 2016 MS4 Permit documents please see EPA's website: https://www.epa.gov/npdes-permits/massachusetts-small-ms4-general-permit.

The Town submitted a NOI to EPA on May 21, 2019 to discharge under the 2016 MS4 Permit. On May 21, 2019, EPA sent the Town a request for additional information to complete its NOI. On June 10, 2019, EPA sent the Town a second request for the same additional information to complete the Town's NOI. On August 15, 2019, EPA sent the Town a notice of incompleteness finding stating that EPA would not approve coverage under the 2016 MS4 Permit and that regulated discharges from the Town's MS4 are not covered under a NPDES permit. As of the date of this Order, EPA has not received a complete and accurate NOI for permit coverage under the 2016 MS4 Permit or an individual permit application from the Town, and stormwater discharges from the Town's MS4 are unauthorized in violation of Section 301(a) of the Clean Water Act ("Act"), 33 U.S.C. § 1311(a).

Under Section 309(a)(3) of the Act, the Administrator of the U.S. Environmental Protection Agency ("EPA") has the authority to issue orders requiring persons to comply with Sections 301 and 308 of the Act and any permit condition or limitation implementing any NPDES permit. This authority has been delegated to the Director of the Enforcement and Compliance Assurance Division ("Director") in EPA Region 1. Pursuant to Section 309(a)(5)(A) of the Act, 33 U.S.C. § 1319(a)(5)(A), the Order below provides a schedule for compliance that the Director has determined to be reasonable.

ORDER

Pursuant to Section 309(a)(3) of the Act, 33 U.S.C. § 1319(a)(3), the Town is hereby required,

> **by December 13, 2019**, to submit a complete and accurate NOI to discharge stormwater under the 2016 MS4 Permit or submit an individual permit application for the Town's MS4 discharges consistent with 40 C.F.R. § 122.33(b)(2)(i) or 122.33(b)(2)(ii). The Town shall notify Todd Borci, EPA Region 1, when such NOI or individual permit application has been submitted and provide a copy of such NOI or individual permit application via email at borci.todd@epa.gov.

This Order does not constitute a waiver or a modification of the terms and conditions of the 2016 MS4 Permit. EPA reserves the right to seek any remedies available under Section 309 of the Act, 33 U.S.C. § 1319, for any violation cited herein. The Town may seek federal judicial review of this action pursuant to Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706. Finally, please be aware that Section 402(s) of the Clean Water Act, 33 U.S.C. § 1342(s), provides municipalities with the opportunity to develop an integrated plan as defined therein. This Order shall become effective upon receipt by the Town.

If you have questions regarding this matter, please contact Todd Borci of my staff at 617-918-1358, or your attorney may contact Kevin Pechulis, Enforcement Counsel, at 617-918-1612.

Sincerely,

Karen McGuire, Director
Enforcement and Compliance Assurance Division

cc: (via email)
Robert Navin, Superintendent, Town of Cheshire Highway Department
Todd Borci, Water Compliance Section, ECAD, EPA Region 1
Newton Tedder, Water Divison, EPA Region 1
Kevin Pechulis, Enforcement Counsel, EPA Region 1
Lealdon Langley, Director, Division of Watershed Management, MassDEP
Susannah King, NPDES Section Chief, MassDEP

nationalgrid

November 9, 2021

Cheshire Board of Selectmen Chair
80 Church St
Cheshire, MA 01225

Dear Board of Selectmen Chair:

In compliance with 333 CMR 11.06, 45 Day Yearly Operational Plan Public Notice, Review and Comment, please review National Grid's Yearly Operational Plan (YOP) at the following website (hard copy available upon request): https://www.mass.gov/doc/national-grid-2022-yop/download

The map(s) for your municipality can be found on National Grid's website (scroll through the pdf to your municipality): https://www9.nationalgridus.com/non_html/2022%20MA%20YOP%20Maps.pdf
If you have any trouble viewing the maps, please send me an email at mariclaire.rigby@nationalgrid.com.

Please review the YOP map(s) that locate the right-of-way corridors and the plotted location of known sensitive areas including public and private drinking water supplies. If there are any additional sensitive areas located on or near the rights-of-way, please advise us as soon as possible so we may establish GIS permanent records and implement appropriate field protective actions. **We particularly rely on this process to collect corrections to the public wells and to record the location of private wells.**

A copy of the Environmental Monitor Notice is enclosed and published under the Massachusetts Environmental Policy Act (MEPA).

National Grid's YOP details specific information pertaining to the intended 2021 program. Please note that the YOP also lists the rights-of-way from the 2020 treatment program in case National Grid needs to request a "touch-up" retreatment of scattered locations from our contractor(s). If upon review of the previous year's treatments, National Grid finds a site(s) within your municipality that need follow-up treatments, this letter serves as notification of that follow-up treatment. The individual landowner(s) will be also be notified about this work. *Please note that scheduled rights-of-way are subject to change based on workplan constraints.*

This notification also serves as a 21-day herbicide application notification. As detailed in National Grid's Five-Year Vegetation Management Plan (VMP) and Yearly Operational Plan (YOP), this treatment is conducted as a component of an integrated vegetation management (IVM) program that also utilizes mechanical and natural control techniques. National Grid's current Five-Year Vegetation Management Plan (2019-2023) is posted at the following website (hard copy available upon request):
https://www.mass.gov/doc/national-grid-vmp-2019-2023/download

As described in the VMP and YOP, the program will consist of a late winter-spring mechanical control, cut surface (CST), basal treatment, or dormant stem; a summer selective foliage or cut stubble, and, as necessary, fall CST, basal, or dormant stem treatments.

In compliance with 333 CMR 11.06-11.07, no herbicide applications will occur before the conclusion of the 45-day YOP review period, the 21 day treatment notice and the 48 hour newspaper notice. At the end of

these review periods, which can run concurrently, no application shall commence more than ten days before nor conclude more than ten days after the treatment periods listed above.

Potential Treatment Periods*

January 17, 2022 – May 30, 2022	May 30, 2022 - Oct 15, 2022	Oct 15, 2022 – Dec 31, 2022
CST	Foliar	CST
Basal	CST	Basal
Dormant stem	Basal	Dormant Stem
	Cut stubble	

** The exact treatment dates are dependent upon weather conditions and field crew progress.*

Commonwealth of Massachusetts recommended herbicides for use in sensitive areas listed in Section 7 (pages 13-15) of the YOP will be selectively applied to target vegetation by experienced, Massachusetts' licensed/certified applicators that walk along the rights-of-way using backpack equipment. Copies of the manufacturers' herbicide labels and fact sheets are also included in the YOP, Appendices 8 and 9.

The work will be performed by one of the following vegetation management vendors:

Lewis Tree Service, Inc. 300 Lucius Gordon Drive West Henrietta, NY 14586 (585) 436-3208	Stanley Tree 662 Great Road North Smithfield, RI (401) 765-4677	Vegetation Control Service, Inc. 2342 Main Street Athol, MA 01331 (978) 249-5348
Lucas Tree Experts 12 Northbrook Drive Falmouth, ME 04105 (800) 339-8873	BluRoc 15 Atwood Dr, Suite 301 Northampton, MA 01060 (413) 887-3653	

This informational 21-day notification follows Chapter 132B, section 6B of the Massachusetts General Laws, 333 CMR 11.05-11.07 Rights of Way Management and Chapter 85, Section 10 of the Acts of 2000. National Grid's vegetation management program is subject to federal and state regulations only. By statute, local permits or rulings are not applicable.

For inquiries concerning safety of the herbicides, please contact:
MDAR-Pesticide Division-ROW Coordinator
251 Causeway Street, Suite 500
Boston, MA 02114-2151
Telephone: (617) 626-1782

Please contact me if you have any questions about the application and monitoring of the vegetation management program. Email: mariclaire.rigby@nationalgrid.com Office: 508-860-6282

Sincerely,

Mariclaire Rigby

Mariclaire Rigby
Lead Vegetation Strategy Specialist

Enclosures: Environmental Monitor Notice

CC: Board of Health, Conservation Commission, Private and Public Water Suppliers
Massachusetts Department of Agricultural Resources
Assigned vegetation management vendor

Municipality: Cheshire ROW: 1441

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS

Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agr

MDAR
MASSACHUSETTS DEPARTMENT OF AGRICULTURAL RESOURCES

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

KATHLEEN A. THEOHARIDES
Secretary

JOHN LEBEAUX
Commissioner

NOTICE

Pursuant to the provisions of the Rights-of-Way Management Regulations, 333 CMR 11.00, to apply herbicides to control vegetation along rights-of-way, a five year Vegetation Management Plan (VMP) and a Yearly Operational Plan (YOP) must be approved by the Massachusetts Department of Agricultural Resources (MDAR). National Grid has submitted and holds a current VMP, therefore, notice of receipt of a YOP and procedures for public review is hereby given as required by Section 11.06 (3).

National Grid has submitted a YOP to MDAR for 2022 and National Grid's YOP identifies the following municipalities as locations where they intend to use herbicides to treat their electric Rights-of-Way in 2022:

Abington	Cheshire	Lancaster	Oakham	Southbridge
Adams	Clinton	Lanesborough	Paxton	Spencer
Andover	Conway	Leicester	Pelham	Sterling
Attleboro	Deerfield	Leominster	Pepperell	Sunderland
Auburn	Dudley	Leverett	Princeton	Sutton
Ayer	Dunstable	Lowell	Randolph	Tewksbury
Barre	East Bridgewater	Lunenburg	Rockland	Uxbridge
Belchertown	East Brookfield	Lynn	Rowley	Ware
Berlin	Fall River	Marlborough	Rutland	Webster
Beverly	Georgetown	Melrose	Saugus	West Boylston
Billerica	Grafton	Millbury	Scituate	West Bridgewater
Boxford	Groton	Millville	Seekonk	West Brookfield
Braintree	Groveland	North Adams	Shelburne	Westborough
Bridgewater	Hanover	North Brookfield	Shirley	Westport
Brockton	Haverhill	Northborough	Shrewsbury	Weymouth
Buckland	Hingham	Northbridge	Shutesbury	Whitman
Charlton	Holbrook	Norton	Somerset	Worcester
Chelmsford	Holden	Norwell	Southborough	Wrentham

In 2022 National Grid will conduct a selective herbicide treatment program on their rights-of-way as part of an Integrated Vegetation Management (IVM) program on transmission and distribution lines.

The intended vegetation control program will be consistent with the guidelines set forth in National Grid's VMP and YOP. Herbicides will be selectively applied to target vegetation by licensed/certified applicators carrying backpack or hand held application equipment.

National Grid will only use herbicides recommended by MDAR for use in sensitive areas for their IVM program. Pursuant to 333 CMR 11.04, no herbicides will be sprayed within any designated "no spray sensitive sites." Instead, mechanical only methods will be used to control vegetation in these areas.

Public notification will be provided to each "affected" municipality at least twenty-one days prior to any herbicide application and in a newspaper notification at least 48 hours before the beginning of the spray season.

In accordance with 333 CMR 11.06 (2), National Grid's YOP includes the identification of target vegetation; methods of identifying, marking and protecting sensitive areas; application techniques; the herbicides, application rates, carriers and adjuvants proposed for use; alternative control measures, a list of the application companies and YOP supervisor; procedures for handling, mixing and loading herbicides; emergency resources including local, state and federal emergency telephone numbers; maps of the rights-of-way that include mapped sensitive areas, and herbicide fact sheets and labels.

PUBLIC REVIEW

MDAR seeks to verify the location of sensitive areas defined in Section 11.02 and reported in the YOP. MDAR itself has a limited ability to survey the geography, land use and water supplies in all the communities through which rights-of-way pass. Municipalities have most of this information readily available, and the particular knowledge with which to better certify the sensitive areas in their communities. MDAR, therefore, requests, and urges the assistance of the "affected" municipalities in reviewing the completeness and accuracy of the maps contained in the submitted YOP.

The YOP can be viewed on MDAR's website: http://www.mass.gov/eea/agencies/agr/pesticides/vegetation-management-and-yearly-operation-plans.html or National Grid's website:
https://www9.nationalgridus.com/non_html/National%20Grid_2022%20YOP.pdf

MDAR has established the following procedures for this review:

Copies of the YOP and this *Notice* will be sent by the applicant to the Conservation Commission, Board of Health (or designated health agent), the Head of Government (Mayor, City Manager, Chair of the Board of Selectman) and appropriate water suppliers of each municipality where herbicides are to be applied during the calendar year of 2022; and if applicable, to the Natural Heritage Endangered Species Program of the Massachusetts Department of Fisheries and Wildlife, the Massachusetts Water Resource Authority and the Massachusetts Department of Conservation and Recreation. Municipal agencies and officials will have forty-five days, following receipt of the YOP, to review its map for inaccuracies and omissions in the location of "sensitive areas not readily identifiable in the field."

Municipal agencies and officials are requested to forward the YOP to the appropriate official(s) in their municipality who are qualified to certify the accuracy of the sensitive areas indicated on the maps. The maps should then be "corrected" and returned to the applicant and a copy should be sent to MDAR, at the address listed below, within the forty-five day review period. If a city or town needs more time to carry out this review, it should send a written request for an extension to MDAR and cite why there is a "good cause" for requesting additional time.

The applicant is required to make corrections and the corrected maps will be sent back to the city/town that requested the disputed changes within fifteen days of receipt of the request. MDAR will decide whether or not the YOP should be approved without the requested changes. MDAR will consider the "final approval" of a YOP individually for each municipality.

The twenty-one day public review period of the Municipal Notification Letter may serve concurrently with the forty-five day YOP review period in order to provide public notifications as required by 333 CMR 11.06-7, if the applicant has an approved VMP and if all the requisite city-town offices that received copies of the YOP completed their review and all corrections were duly made by the applicant and approved by MDAR.

A failure by the city/town to respond to the applicant's submission of the YOP within the forty-five day period will automatically be considered by MDAR to indicate agreement by the municipal officials with the sensitive area demarcations provided by the applicant in their YOP.

Any questions or comments on the information provided in this *Notice* and the procedures established for the municipal review outlined above should be addressed to:

Clayton Edwards, Rights-of-Way Programs
Massachusetts State Pesticide Bureau
251 Causeway Street, Suite 500
Boston, MA 02114-2151

Any questions or comments regarding the YOP should be addressed to:

Mariclaire Rigby
Lead Vegetation Strategy Specialist
National Grid Vegetation Management Strategy
939 Southbridge Street,Worcester, MA 01610

COMMENT PEROID ENDS AT THE CLOSE OF BUSINESS (5pm) Friday, December 24, 2021

Charter
COMMUNICATIONS

John R. Maher
Director of Government Affairs

November 15, 2021

Sent Via Certified Mail
Return Receipt Requested

Jennifer Morse, Town Administrator
Town of Cheshire
80 Church Street
Cheshire, MA 01225

Re: Town of Cheshire Franchise Renewal
CUID: MA0011

Dear Ms. Morse:

Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc., has appreciated the opportunity to serve the Town of Cheshire and its residents over the years. Therefore, as we are sure you can appreciate, Charter Communications is taking the proper steps well in advance toward the renewal of our franchise agreement with you, which is due to expire on September 30, 2024. We are now looking forward to the renewal of our franchise.

As you may know, Section 626 of Title VI of the Communications Act of 1934, as amended (the "Cable Act") contains provisions that detail a procedure for the renewal of franchises. In order to comply with these provisions, Charter requests that the Town of Cheshire commence renewal proceedings in accordance with the requirements of Section 626(a) through (g) of the Cable Act.

However, Section 626(h) of the Cable Act provides for renewal of franchises without going through the extensive, formal procedure specified in Sections 626(a) through (g). We believe that this informal process may be preferable for all concerned. We would like to meet with you at your earliest convenience to discuss the renewal proceedings outlined in the Cable Act.

We look forward to meeting with you in the near future and to a continuing, mutually-beneficial relationship.

We remain committed to providing an excellent experience for our customers in your community and in each of the communities we serve. If you have any questions about this matter, please feel free to contact me at 774-243-9735 or via email at John.Maher@charter.com.

Sincerely yours,

John R. Maher

John R. Maher
Director of Government Affairs

301 BARBER AVENUE, WORCESTER, MA 01606 O (774) 243-9735 John.Maher@Charter.com

AFSCME Council 93
American Federation of State, County and Municipal Employees, AFL-CIO

November 15, 2021

Mark Bernard
Executive Director

Charles C. Owen, Jr.
President

Chris "Tiger" Stockbridge
Vice President

Nancy Silva
Recording Secretary

Gerry Mills
Treasurer

Jack Wagner
Sgt. at Arms

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

Dear Ms. Morse,

Pursuant to the provisions of the collective bargaining agreement between the Town of Cheshire and the American Federation of State, County and Municipal Employees, Highway Department Employees, Local 204, AFL-CIO, this is to inform you the Union desires to enter into negotiations for the purpose of extending the agreement presently in effect and proposing certain changes and amendments thereto.

Please contact Staff Representative Frank Gentile at 413-324-2047 or by email at fgentile@afscme93.org, relative to two or three suggested dates and times for a meeting to discuss the above.

Thank you in advance for your cooperation in this matter.

Sincerely,

Jessica Wemette
Western Regional Coordinator

JW/er

Western MA Office
21 Wilbraham Street, Building 51, Suite 201, Palmer, MA 01069
Tel: 413-732-5122 • Fax: 413-732-1035 • www.afscme93.org