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 – May 24, 2022

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 May 24, 2022, at 6:30 PM.

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

Others Present: Jennifer Morse, Town Administrator; Corey McGrath; Brian Rhodes; Peter Traub, Planning Board; Lynn Melchiori; Steve LaFogg, Water Commissioner; Rick Gurney, Water Commissioner; Michael Biagini, Water Commissioner; Mark Biagini; Tom Francesconi, Fire Chief; Travis Fachini, Building Commissioner; John Tremblay; Rauley Caine, BRTA; Robert Malnati, BRTA; Aaron Singer, Planning Board; Dick Scholz, Planning Board.

Summary of Votes Taken:

- Vote to exclude the Backhoe request from the FY23 Warrant
- Vote to approve the Highway Union Contract – Fiscal Year 2023 – Fiscal Year 2025
- Vote to increase Health Insurance for benefitted employees to 80/20
- Vote to change the title of the Council on Aging Coordinator to Council on Aging Director
- Vote to approve the Council on Aging Director job description and post
- Vote to approve the Lien Subordination for 41 Railroad Street
- Vote to approve Highway Superintendent and Town Administrator Vacation buy back.
- Vote to adjourn at 9:23 p.m.

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

BRTA Proposed Stops

Rauley Caine and Robert Malnati from Berkshire Regional Transit Authority joined the board along with Fire Chief Tom Francesconi to discuss the proposed changes to the Cheshire route. Chief Francesconi started by stating that he was concerned about the stops especially the one at the Fire Station. Mr. Caine explained that the stops have been voted on by the executive board, ridership is low in Cheshire and that the current system is a flag stop service. The proposed stop eliminates the Church Street/School Street stop, J. Levesque shared that the board hoped that the stop would extend further downtown to include Berkshire Village. R. Killeen shared his concerns regarding the Route 8 stops particularly the concern over the line of site at the proposed Shell station stop, he then asked if it was a time saving tactic by eliminating the downtown stop, noting that it is

inconvenient and dangerous for Cheshire residents to be forced to a stop along route 8. Rauley Caine shared the number of riders from July 1, 2020, to current which is approximately four riders per day, it was noted by an audience member that those numbers are during COVID. Chief Francesconi looking at the stops from a safety perspective shared that he is concerned that the stops south have seen a high number of accidents. Mr. Caine shared again that the board had voted on the stops, but MassDOT has not approved them. R. DeAngelis feels the Town should go to the state with their concerns. There was additional discussion about the tourists, residents and access to the Rail Trail. M. Francesconi ended the conversation by stating that the board would come up with some ideas to share with the BRTA and will share concerns with MassDOT.

Planning Board – Stafford Green Update

Planning Board Members Peter Traub, Aaron Singer and Dick Scholz joined the board along with Travis Fachini, Building Commissioner to discuss the order of conditions for Stafford Green. Travis Fachini started noting there was four conditions not met and a letter was delivered to Stafford Green dated December 1, 2021. Stafford Green was able to address two of the conditions and the other two were to be revisited this spring. The remaining orders to be followed up on are Condition 2: Security Fence; Condition 3: Plantings; Condition 6: Driveway and Emergency Vehicle Access. The Planning Board noted that at their inspection this spring that Condition 2 has been met. Representatives of Stafford Green were present and noted that nineteen trees have been planted and that the trees and the driveway are ready to be inspection. The inspection was set up for Tuesday May 31st at 5 p.m. There was discussion about the raised beds, high fragrance flowering plants and the Building Commissioner noted that the owner would be sending odor reports to the Town and the Cannabis Commission.

Building Commissioner – Permit Discussion

Travis Fachini said that the Board of Selectmen cannot tell the Building Commissioner to put a cease and desist on a property. Regarding 612 West Mountain Road, he said that the building permit was issued earlier that day to a contractor working with the owner. Travis did not feel as if it was worth the $35 fee to pursue the demo permit and the building permit contains a demo affidavit. He also stated that he wants to work with residents and in this case felt no harm had been done in the demo process due to the location. R. DeAngelis asked about the foundation, which was put in without a permit, Travis explained the process for inspection. R. DeAngelis said that all private and commercial permits should be treated the same. Travis said for a part-time person that there is a lot going on in town right now and that trying to enforce everything is not feasible. M. Francesconi said that this situation is well known by the community, and everyone needs to be treated according to the law. S. McGrath asked for more communication between the Building Commissioner and the board with bimonthly updates at a meeting. Travis read the number of total permits for the past three years stating that he would try to communicate more often also noting the permitting process is encumber some, M. Francesconi asked if the Asst. Building Commissioner would be able to help more frequently since he was sworn in last week. Travis said he would concentrate on time management with life/safety being the top priority, then the quick projects and then the larger ones.

Water Department – Fiscal Year 2023 Budget

J. Morse started the conversation with a recap of the budget process to date, noting that the last discussion was to reduce the Primary Operator to 30 hours and retain a Secondary Operator for 19 hours per week. It was noted that the Primary Operator had not provided the requested information by board members S. McGrath and M. Francesconi to date. R. Gurney stated that he did not know how many hours it really takes to do the job, noting that they have learned in the past several months that not everything was being done. There was discussion about the backup operator and needing someone with the licenses and desire to retain a secondary operator at 8 hours per week to work on projects. It was decided to keep the Primary Operator position as is with a 2% increase for Fiscal Year 2023, retain the backup operator and hire a secondary operator at 8 hours per week the positions will be reviewed for fiscal year 2024.

Department Updates

Building Department – Corey McGrath joined the board to present an option for heating the cafeteria and kitchen with a mini split system. The cafeteria would get heat through the old duct system with a fan and the kitchen would get the mini split unit. Corey explained that the cafeteria needs adequate heat to keep the drains open above the cafeteria during the winter months to prevent damage to the building. There was discussion about how to get heat to the lobby and bathrooms to make the space useable. Corey is going to get additional quotes. Corey also noted that he is going to purchase an on-demand water system for the Police Station to save on oil. He also noted that he has been shutting down circuits, removing emergency exits, flags etc. from the old section of the school.

FY23 Budget Review and Draft Annual Town Meeting Warrant

- **Backhoe** - Discussion regarding the purchase of a backhoe, board members felt that there was not enough information or comparisons provided by the Highway Superintendent. There was discussion about the Capital Process moving forward, J. Morse did say that this was the first year that department heads presented information in this format and next year it should go smoother when a Capital Plan has been completed. R. DeAngelis shared that he is not sure that the backhoe is the right piece of equipment for the town suggesting that the town look at a rubber-tired excavator.
  A motion was made by R. DeAngelis and seconded by J. Levesque to postpone the purchase of the backhoe until more homework can be done including looking at all equipment options.
  Roll Call Vote: R. DeAngelis – Yes; S. McGrath – Yes, R. Killeen – Yes, J. Levesque – Yes, M. Francesconi – Yes. Motion Carries: 5-0
- **Library** - J. Morse will set up a meeting with the Library Trustees to discuss the budget, S. McGrath and R. DeAngelis will be present at the meeting.
- R. DeAngelis questioned if the town should go from Board of Selectmen to Selectboard – tabled to the Fiscal Year 2024 warrant.
- Accessory Dwelling Bylaw – There was discussion from the Planning Board about a non-binding question on the warrant regarding accessory dwellings and if the town wants to pursue a bylaw with the grant funds. It was determined that the planning board was not ready with the question, J. Morse suggested that it could be put on the Special Town Meeting warrant in the fall.

Minutes – May 10, 2022 – Tabled

Board of Selectmen Discussion/Decision Items

- **Highway Union Contract**- *A motion was made by M. Francesconi and seconded by S. McGrath to approve the Union Contract for Fiscal Year 2023 – Fiscal Year 2025.*
- **Roll Call Vote: R. DeAngelis – Yes; S. McGrath – Yes, R. Killeen – Yes, J. Levesque – Yes, M. Francesconi – Yes. Motion Carries: 5-0**
- **Vote to Increase Insurance 80/20 Town Wide**
  A motion was made by M. Francesconi and seconded by S. McGrath to increase the Health Insurance from 75/25 to 80/20 for all town employees who are qualified for the benefit.
  Roll Call Vote: R. DeAngelis – Yes; S. McGrath – Yes, R. Killeen – Yes, J. Levesque – Yes, M. Francesconi – Yes. Motion Carries: 5-0
- **Council on Aging Job Description and Posting** – J. Morse shared that the job description had been reviewed by the Council on Aging and the Interim Coordinator. R. Killeen proposed to change the title to Director as requested by the Council on Aging.
  A motion was made by R. Killeen and seconded by M. Francesconi to change the title from Coordinator to Director.

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

A motion was made by M. Francesconi and seconded by R. Killeen to adopt the changes to the job description and post the position.

- **Roll Call Vote: R. DeAngelis – Yes; S. McGrath – Yes, R. Killeen – Yes, J. Levesque – Yes, M. Francesconi – Yes. Motion Carries: 5-0**
- Lien Subordination – Information was received from the property owner and BRPC which addressed the questions from the board.

  A motion was made by M. Francesconi and seconded by S. McGrath to approve the lien subordination for 41 Railroad Street.

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

Town Administrator Updates

- John Bianchi has resigned as an alternate Council on Aging van Driver; Mr. Bianchi was thanked for stepping up to provide the service to Cheshire residents during COVID.
- J. Morse shared that she contacted MssDOT regarding the apron on Route 8/Ingalls Crossing and shared concerns over the passing zone and traffic on Route 8 at Whitney's.
- A Chapter 90 reimbursement request was presented for the Mill/Fill last Fall of Arnold Courts, Stonehedge and Crest Drive, the board will approve with their signatures
- A resident suggested that the commercial mixer in the Elementary School kitchen be donated to McCann Technical School along with any other kitchen equipment. After discussion it was decided to retain all kitchen equipment but to offer the mixer to McCann.
- The Town Administrator shared that she is working on a one-million-dollar grant for reclamation, drainage, widening and tree work along Ingalls Road. The grant will also include milling and resurfacing of the roads in the Hutchinson Development. At the request of the board Ingalls Road was looked at by DOT and it was determined that it is not a good candidate for rubberized chip seal.
- A buy back vacation request was received from the Highway Superintendent for forty hours of unused time, this is in the contract. J. Morse shared that she would review the accounts with the treasurer to determine where the funds can be taken from for the payout. Also requested is eighty hours of vacation time for the town administrator, which is budgeted for in the Town Administrator line.

  A motion was made by M. Francesconi and seconded by S. McGrath to approve the request for forty hours of vacation time for Robert Navin and eighty hours of vacation time for Jennifer Morse.

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

Announcements from Board Members

M. Francesconi shared that she was approached by the Recreation Committee to see if they could purchase Ice Cream Vouchers for the children riding bikes at the parade. Also, she requested that another member get a wreath for the Memorial Day ceremony. R. DeAngelis will get the wreath and it was agreed to purchase ice cream vouchers for the kids through the recreation committee.

Public Comment

Mark Biagini expressed his frustration that the BRTA was eliminating the downtown stop at Church St/School Street, noting that pulling out onto Route 8 off Richardson Street is a lot safer than most of the proposed stops due to the wide breakdown lane south bound.

John Tremblay is also concerned that eliminating that stop would be advantageous for hikers at the campsite, there was further discussion on ideas for proposed stops. Liseanne Karandisecky noted that the counted riders were during the pandemic and in the winter not showing true numbers.

Peter Traub inquired about the hiring process for the Council on Aging Director, J. Morse stated that it was discussed at a prior meeting and the Board of Selectmen will be conducting the interviews.

Adjournment
A motion was made by J. Levesque and seconded by M. Francesconi to adjourn at 9:23 p.m.
Roll Call Vote: R. DeAngelis – Yes; S. McGrath – Yes, R. Killeen – Yes, J. Levesque – Yes, M. Francesconi – Yes. Motion Carries: 5-0

Respectfully Submitted,
Jennifer Morse
Town Administrator
May 30, 2022

Document List

1. Agenda – May 24, 2022
2. BRTA Proposed Bus Stops
3. Notice of Decision – Stafford Green
4. 612 West Mountain Road – Pending Permit
5. Building Reports July 1, 2021 – Current
6. Council on Aging Director Report – April
7. Draft Union Contract
8. Council on Aging Coordinator Job Description Draft
9. 41 Railroad Street – Lien Subordination

Approved: May 31, 2022

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OFFICE OF THE BOARD OF SELECTMEN

Board of Selectmen

Meeting Agenda – May 24, 2022
6:30 PM

Cheshire Elementary School – Green Room

1. *Open Meeting – Introductions – Pledge of Allegiance*
2. *BRTA Proposed Stops meeting with Rauley Caine (General Manager)*
3. *Planning Board update Stafford Green Inc.*
4. *Building Commissioner – Permit Discussion*
5. *Water Department – Regarding FY23 Budget*
6. *Department Updates*
7. *FY23 Budget Review and Draft Annual Town Meeting Warrant*
8. *Minutes May 10, 2022*
9. *Board of Selectmen Discussion/Decision Items*
   - a. *Highway Union Contract FY23, FY24, FY25*
   - b. *Vote to Increase Insurance to 80/20 town wide*
   - c. *Council on Aging Job Description and Posting*
   - d. *Lien Subordination – 41 Railroad Street*
10. *Town Administrator Updates*
    - a. *Vacation requests*
11. *Announcements from Board Members*
12. *Public Comment*
13. *Any other business not reasonably anticipated 48 hours prior to the meeting.*

Microsoft Teams meeting

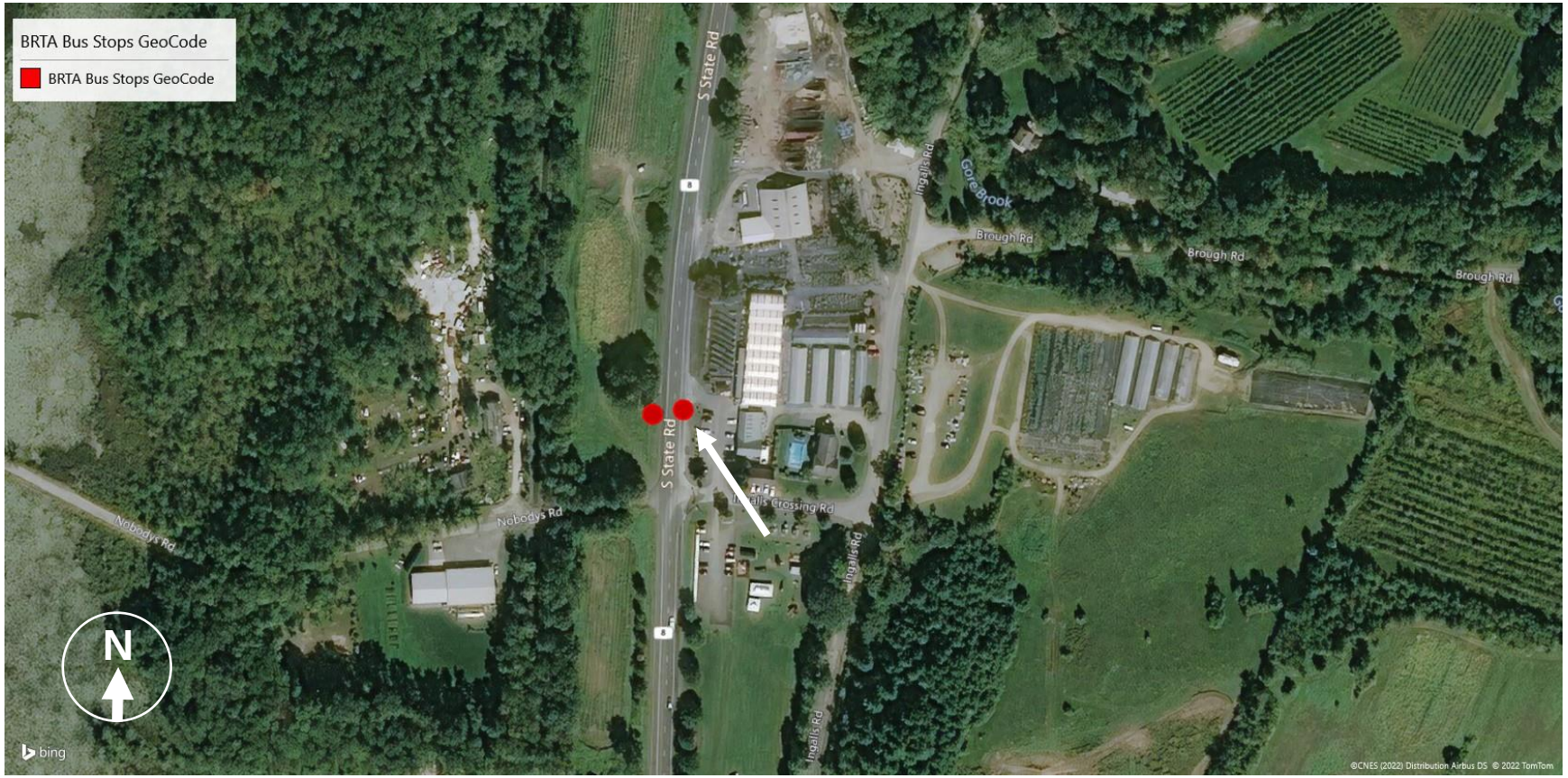
Join on your computer or mobile app

Click here to join the meeting

Submitted and posted by: Jennifer Morse – Town Administrator 5/19/22 @ 9 a.m.

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

Berkshire Regional Transit Authority Bus Stop Implementation Program
Proposed Stop Location FY 22 -23



Stop ID	BRTA1154
Stop	Rte 8 and Whitney's Farm Market (out)
Town	Cheshire, MA 01225
Location	approx 42.521954, -73.192235
Service	Rte 01

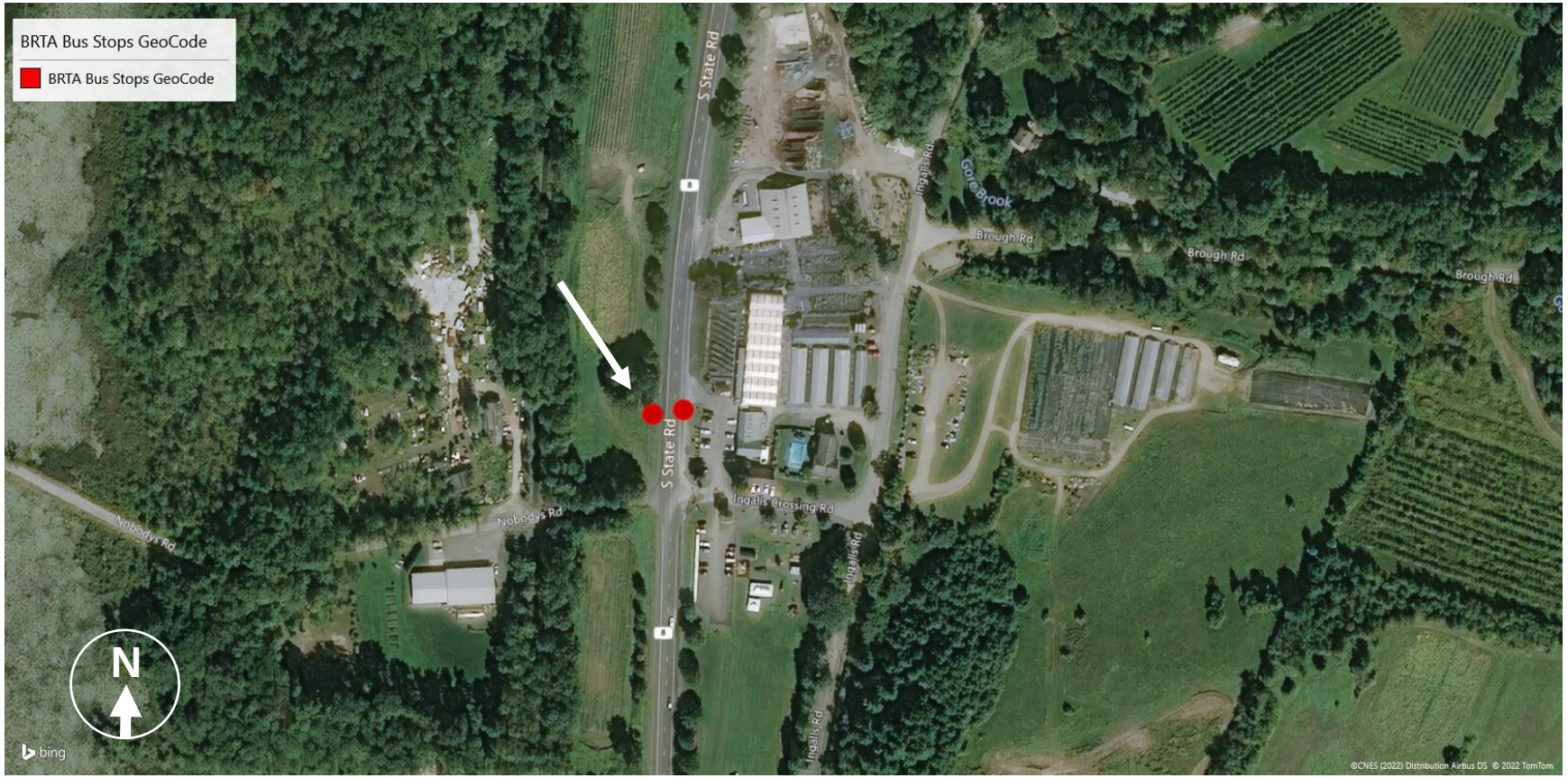
Comment Start	-
Comment End	-

State HWY

Sign Pole	Required
Bus Stop Sign	Required
Waiting Pad	Required in future roadwork, no existing sidewalk
Waiting Shelter	Not proposed
Bench/Seating	Potential
Cut out/ Bump out	Not proposed
Solar Lighting	Potential
On Street Parking?	No parking

4-26-2022 RC

Berkshire Regional Transit Authority Bus Stop Implementation Program
Proposed Stop Location FY 22 -23



Stop ID	BRTA1155
Stop	Rte 8 and Whitney's Farm Market (in)
Town	Cheshire, MA 01225
Location	approx 42.521932, -73.192432
Service	Rte 01

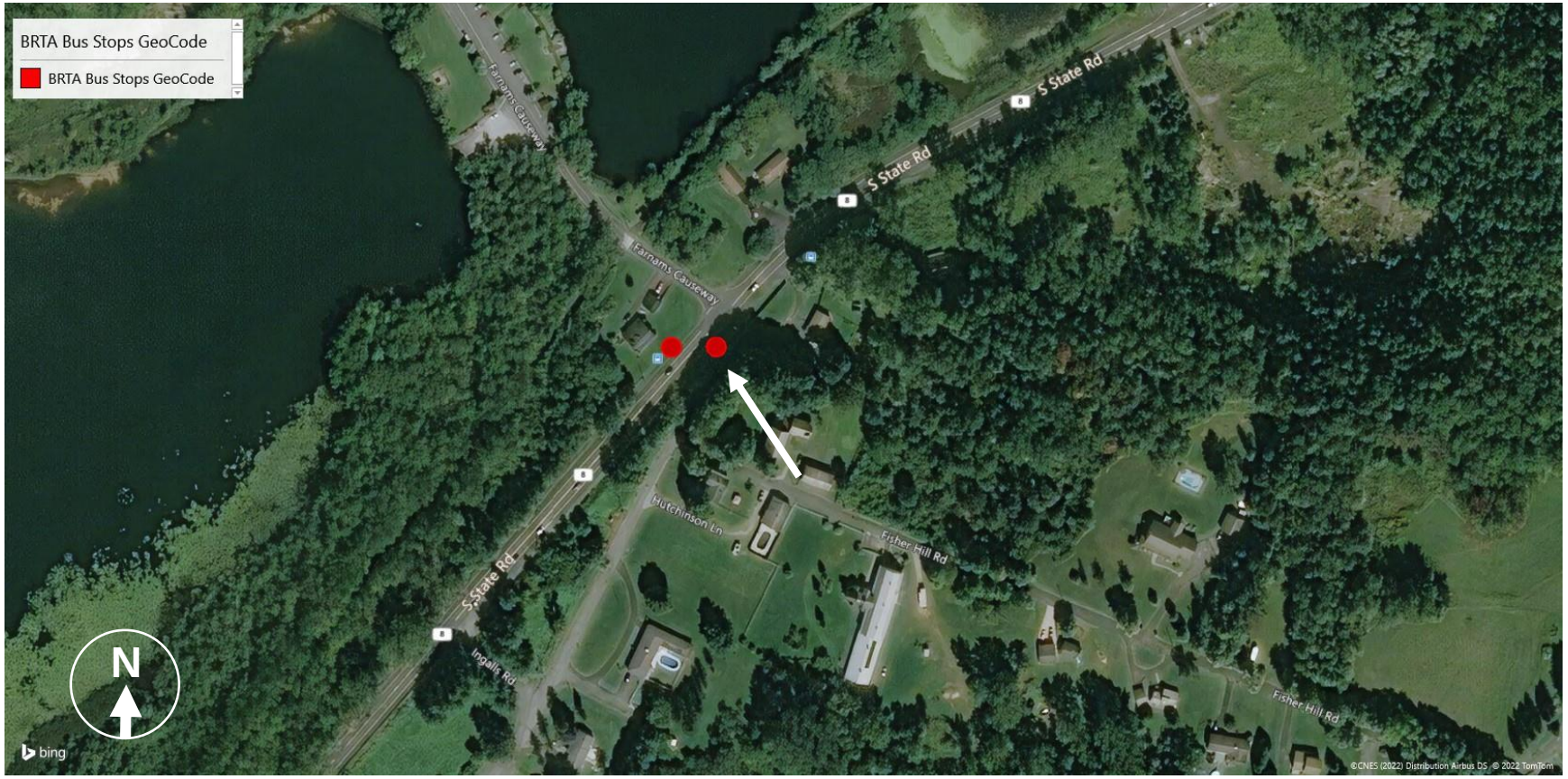
Comment Start	-
Comment End	-

State HWY

Sign Pole	Required
Bus Stop Sign	Required
Waiting Pad	Required in future roadwork, no existing sidewalk
Waiting Shelter	Not proposed
Bench/Seating	Potential
Cut out/ Bump out	Not proposed
Solar Lighting	Potential
On Street Parking?	No parking

4-26-2022 RC

Berkshire Regional Transit Authority Bus Stop Implementation Program
Proposed Stop Location FY 22 -23



Stop ID	BRTA1156
Stop	Rte 8 and Farnum's Rd/ Rail Trail (out)
Town	Cheshire, MA 01225
Location	approx 42.537331, -73.181610
Service	Rte 01

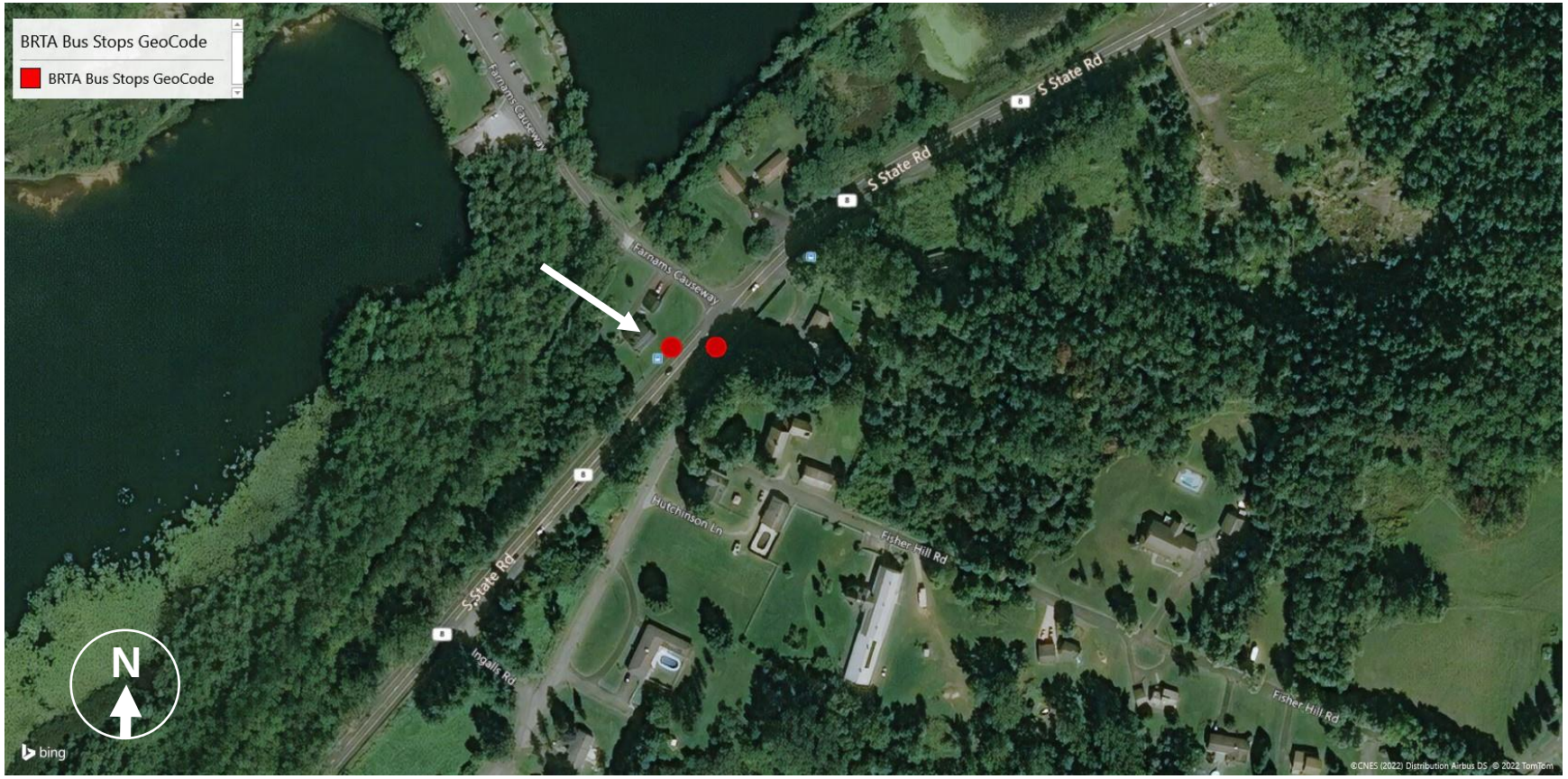
Comment Start	-
Comment End	-

State HWY

Sign Pole	Required
Bus Stop Sign	Required
Waiting Pad	Required in future roadwork, no existing sidewalk
Waiting Shelter	Not proposed
Bench/Seating	Not proposed
Cut out/ Bump out	Not proposed
Solar Lighting	Potential
On Street Parking?	No parking

4-26-2022 RC

Berkshire Regional Transit Authority Bus Stop Implementation Program
Proposed Stop Location FY 22 -23



Stop ID	BRTA1157
Stop	Rte 8 and Farnum's Rd/ Rail Trail (in)
Town	Cheshire, MA 01225
Location	approx 42.537329, -73.181898
Service	Rte 01

Comment Start	-
Comment End	-

State HWY

Sign Pole	Required
Bus Stop Sign	Required
Waiting Pad	Required in future roadwork, no existing sidewalk
Waiting Shelter	Not proposed
Bench/Seating	Not proposed
Cut out/ Bump out	Not proposed
Solar Lighting	Potential
On Street Parking?	No parking

4-26-2022 RC

Berkshire Regional Transit Authority Bus Stop Implementation Program
Proposed Stop Location FY 22 -23



Stop ID	BRTA1158
Stop	Rte 8 and AutoMall (out)
Town	Cheshire, MA 01225
Location	approx 42.550490, -73.165040
Service	Rte 01

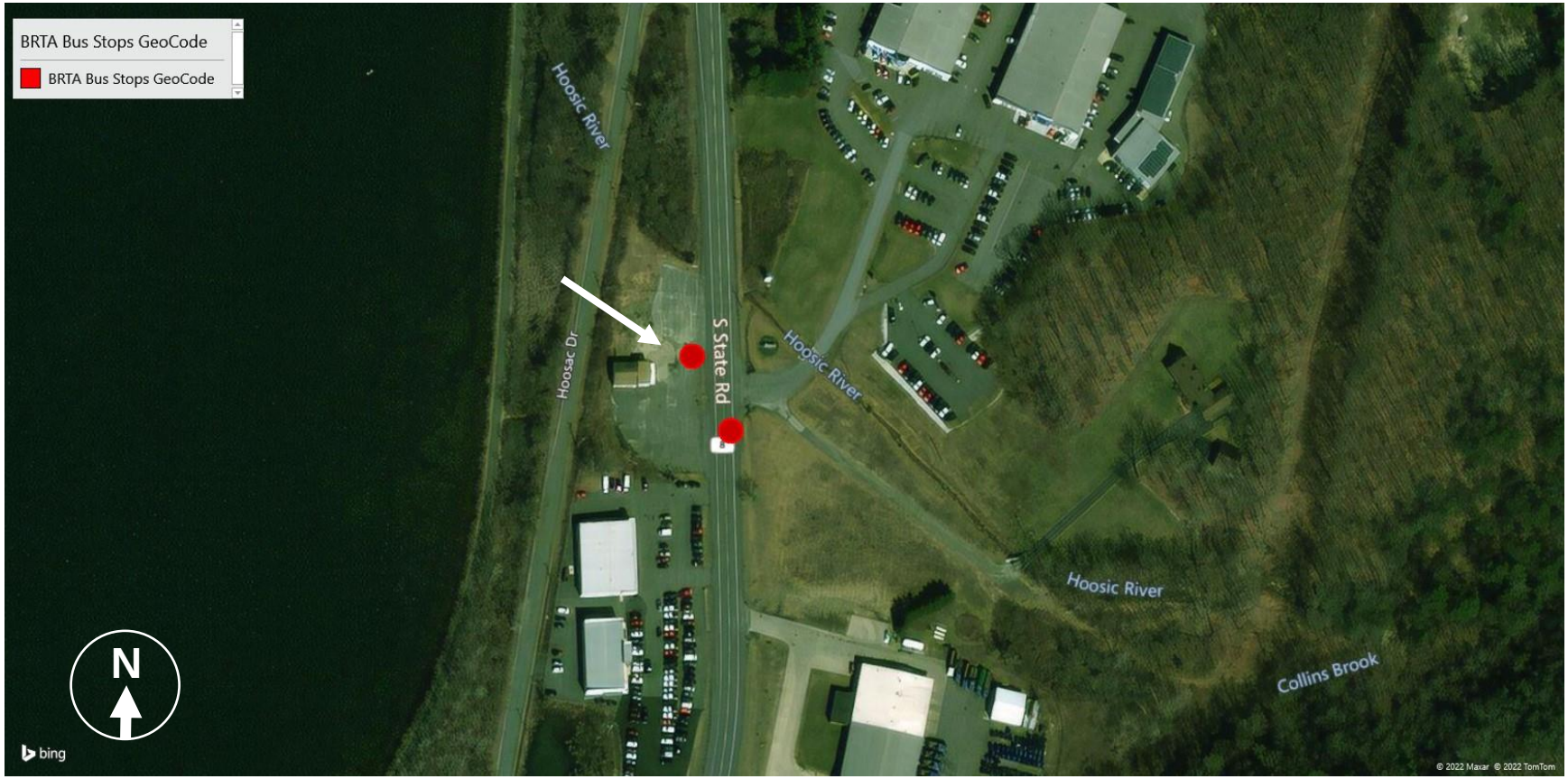
Comment Start	-
Comment End	**-**

State HWY

Sign Pole	Required
Bus Stop Sign	Required
Waiting Pad	Required in future roadwork, no existing sidewalk
Waiting Shelter	Not proposed
Bench/Seating	Not proposed
Cut out/ Bump out	Not proposed
Solar Lighting	Potential
On Street Parking?	No parking

4-26-2022 RC

Berkshire Regional Transit Authority Bus Stop Implementation Program
Proposed Stop Location FY 22 -23



Stop ID	BRTA1159
Stop	Rte 8 and AutoMall (in)
Town	Cheshire, MA 01225
Location	approx 42.550776, -73.165242
Service	Rte 01

Comment Start	-
Comment End	**-**

State HWY

Sign Pole	Required
Bus Stop Sign	Required
Waiting Pad	Required in future roadwork, no existing sidewalk
Waiting Shelter	Not proposed
Bench/Seating	Not proposed
Cut out/ Bump out	Not proposed
Solar Lighting	Potential
On Street Parking?	No parking

4-26-2022 RC

Berkshire Regional Transit Authority Bus Stop Implementation Program
Proposed Stop Location FY 22 -23



Stop ID	BRTA1160
Stop	Rte 8 and Richmond St (out)
Town	Cheshire, MA 01225
Location	approx 42.559595, -73.167169
Service	Rte 01

Comment Start	-
Comment End	**-**

Sign Pole	Required
Bus Stop Sign	Required
Waiting Pad	Existing reasonable accommodation
Waiting Shelter	Not proposed
Bench/Seating	Not proposed
Cut out/ Bump out	Not proposed
Solar Lighting	Potential
On Street Parking?	No parking

4-26-2022 RC

Berkshire Regional Transit Authority Bus Stop Implementation Program
Proposed Stop Location FY 22 -23

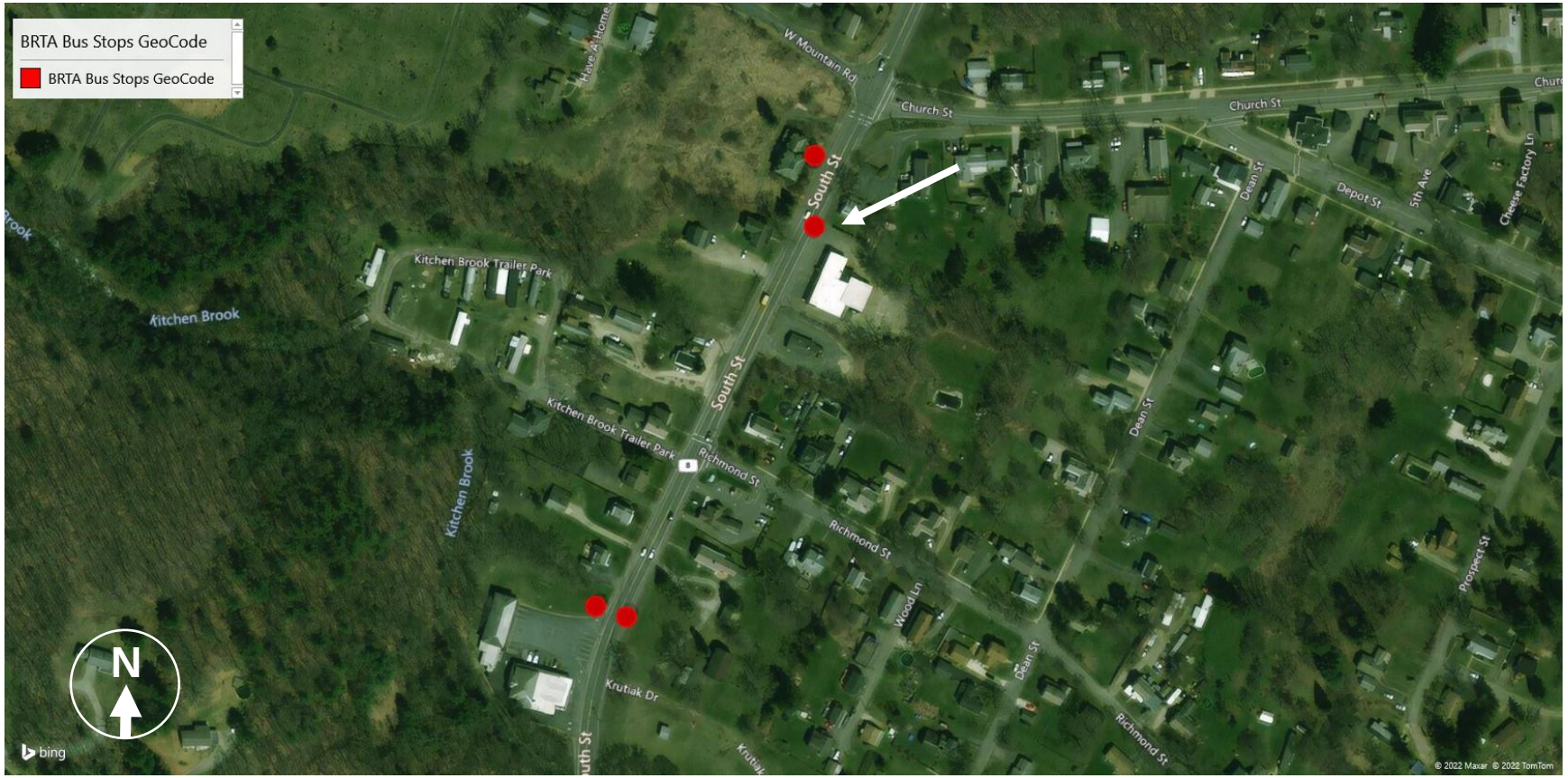


Stop ID	BRTA1161
Stop	Rte 8 and Richmond St (in)
Town	Cheshire, MA 01225
Location	approx 42.559645, -73.167366
Service	Rte 01

Comment Start	-
Comment End	**-**

Sign Pole	Required
Bus Stop Sign	Required
Waiting Pad	Existing reasonable accommodation
Waiting Shelter	Not proposed
Bench/Seating	Not proposed
Cut out/ Bump out	Not proposed
Solar Lighting	Potential
On Street Parking?	No parking

Berkshire Regional Transit Authority Bus Stop Implementation Program
Proposed Stop Location FY 22 -23



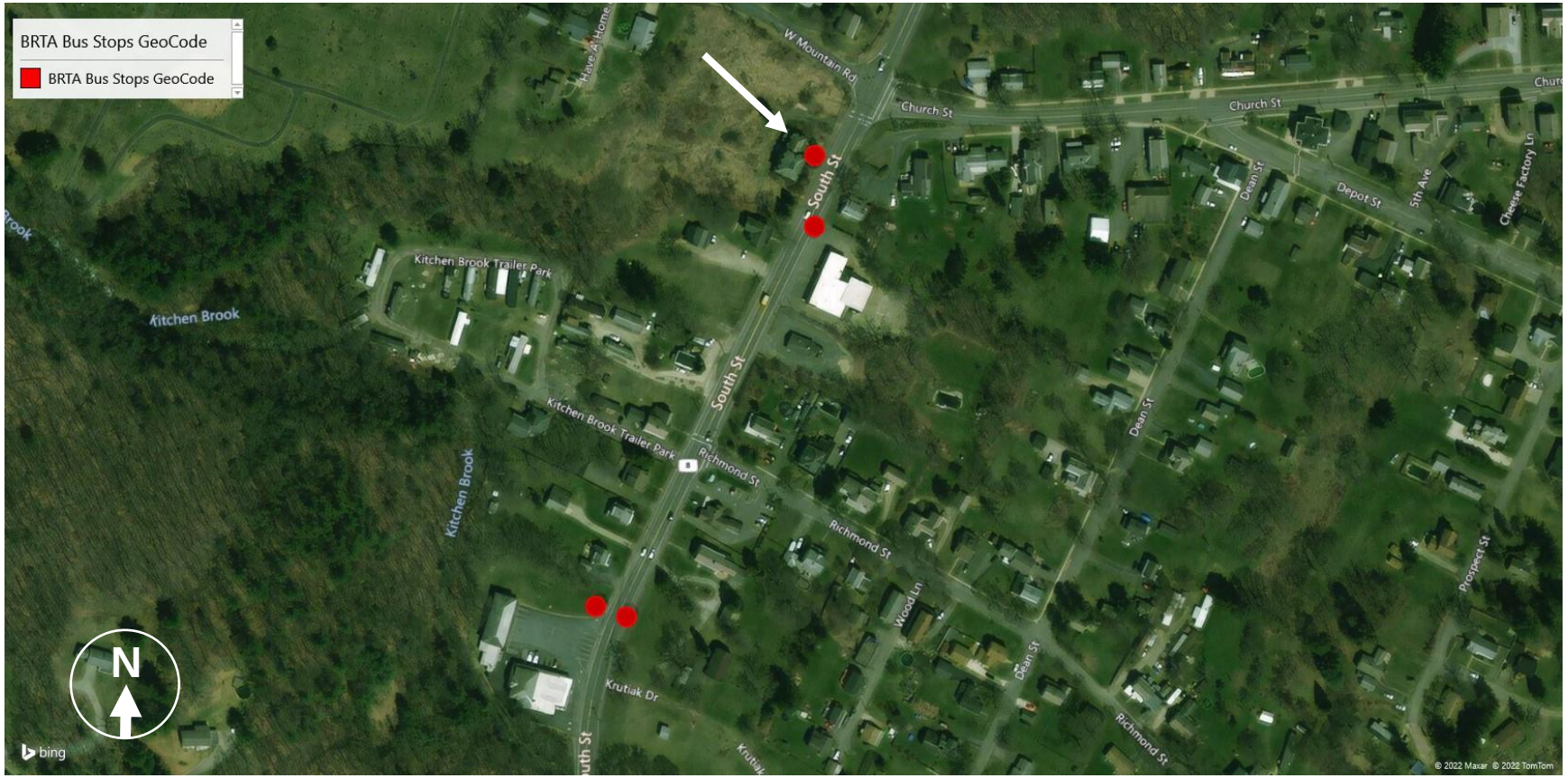
Stop ID	BRTA1140
Stop	Cheshire Ctr (out)
Town	Cheshire, MA 01225
Location	approx 42.561442, -73.165959
Service	Rte 01

Comment Start	-
Comment End	-

Sign Pole	Required
Bus Stop Sign	Required
Waiting Pad	Existing reasonable accommodation
Waiting Shelter	Potential
Bench/Seating	Potential
Cut out/ Bump out	Not proposed
Solar Lighting	Potential
On Street Parking?	No parking

4-26-2022 RC

Berkshire Regional Transit Authority Bus Stop Implementation Program
Proposed Stop Location FY 22 -23

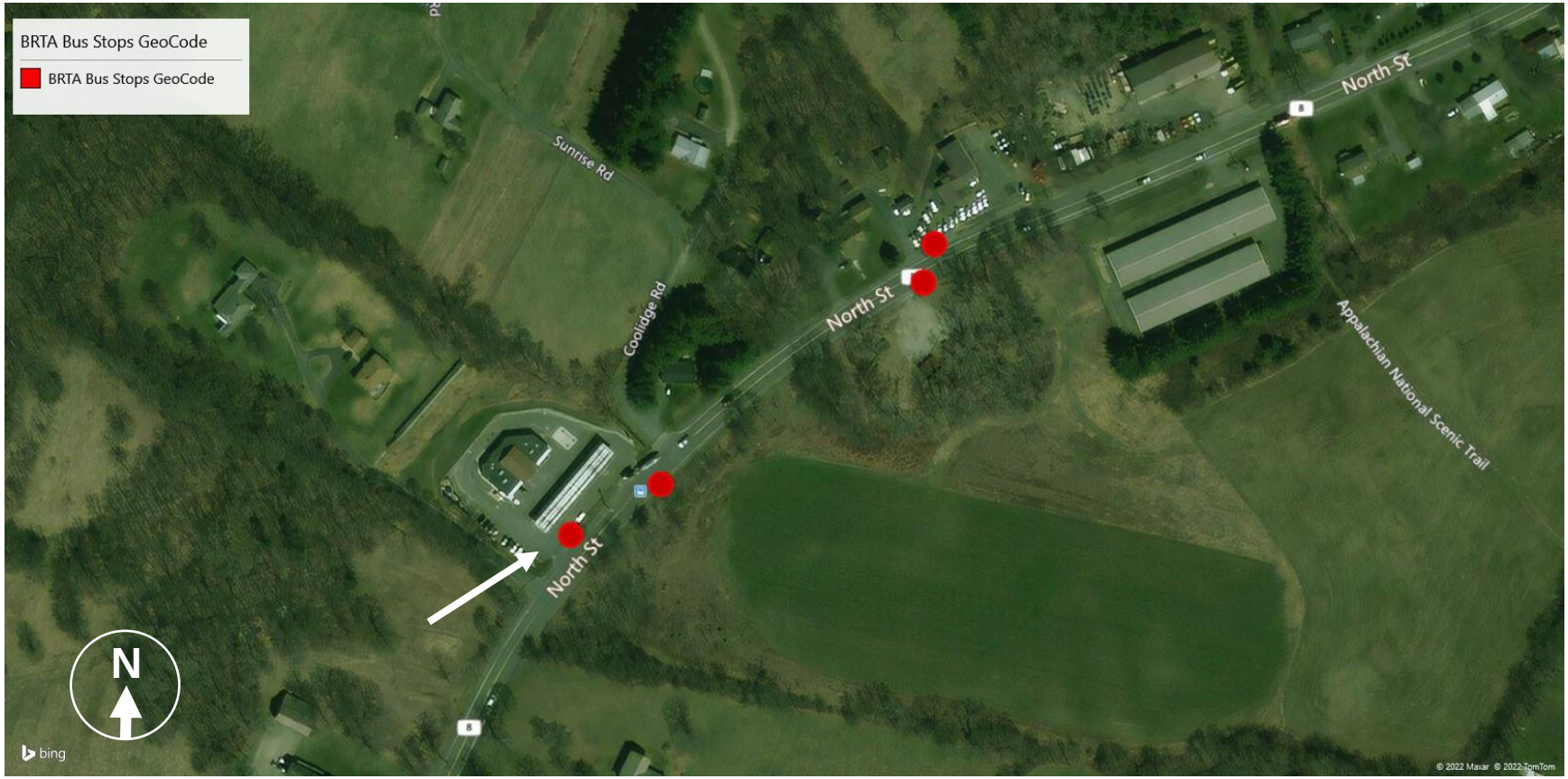


Stop ID	BRTA1141
Stop	Cheshire Ctr (in)
Town	Cheshire, MA 01225
Location	approx 42.561778, -73.165957
Service	Rte 01

Comment Start	-
Comment End	-

Sign Pole	Required
Bus Stop Sign	Required
Waiting Pad	Existing reasonable accommodation
Waiting Shelter	Potential
Bench/Seating	Potential
Cut out/ Bump out	Not proposed
Solar Lighting	Potential
On Street Parking?	No parking

Berkshire Regional Transit Authority Bus Stop Implementation Program
Proposed Stop Location FY 22 -23

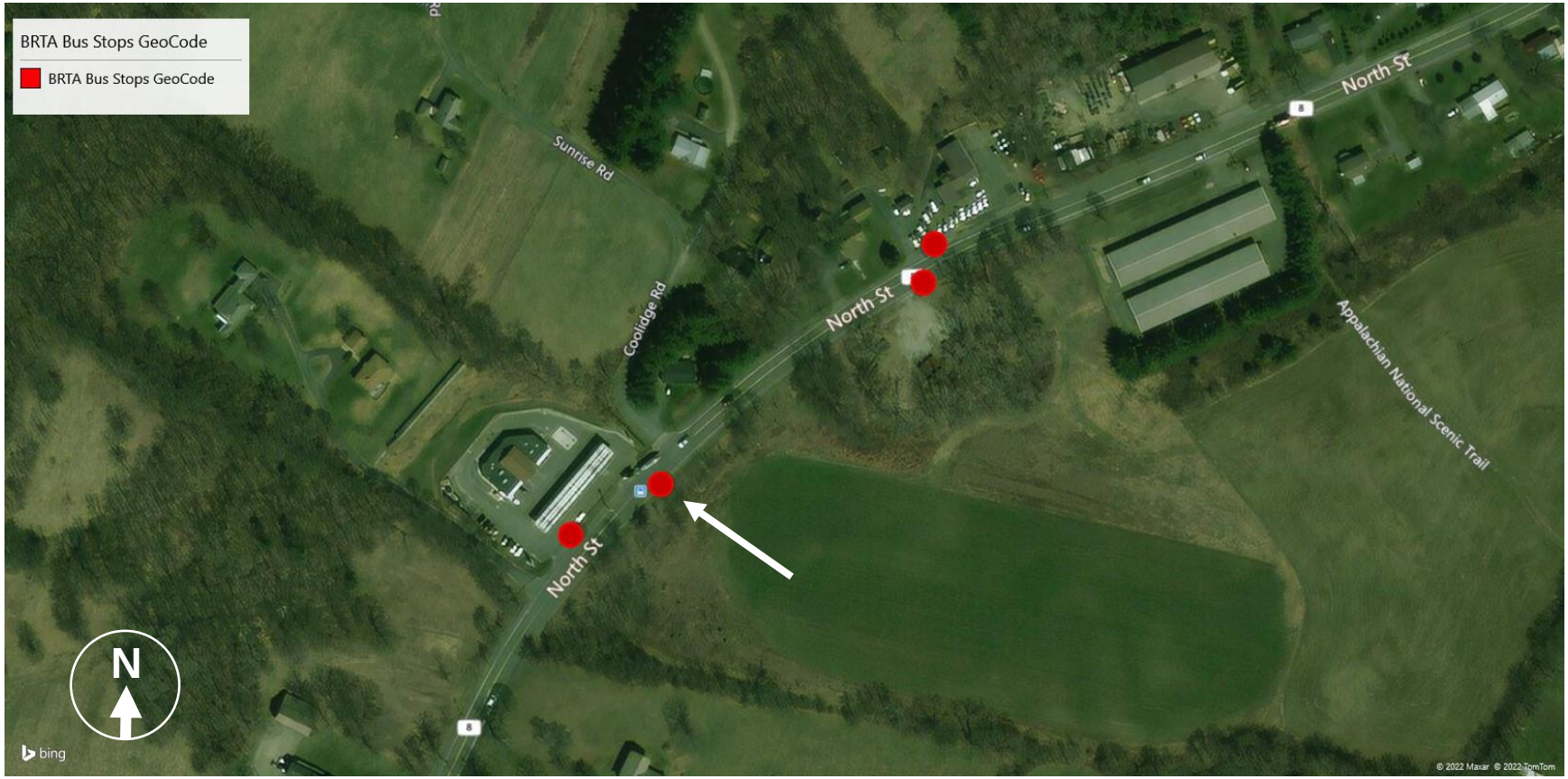


Stop ID	BRTA1162
Stop	Rte 8 and Coolidge Rd (in)
Town	Cheshire, MA 01225
Location	approx 42.566118, -73.163012
Service	Rte 01

Comment Start	-
Comment End	-

Sign Pole	Required
Bus Stop Sign	Required
Waiting Pad	Existing reasonable accommodation
Waiting Shelter	Not proposed
Bench/Seating	Not proposed
Cut out/ Bump out	Not proposed
Solar Lighting	Potential
On Street Parking?	No parking

Berkshire Regional Transit Authority Bus Stop Implementation Program
Proposed Stop Location FY 22 -23



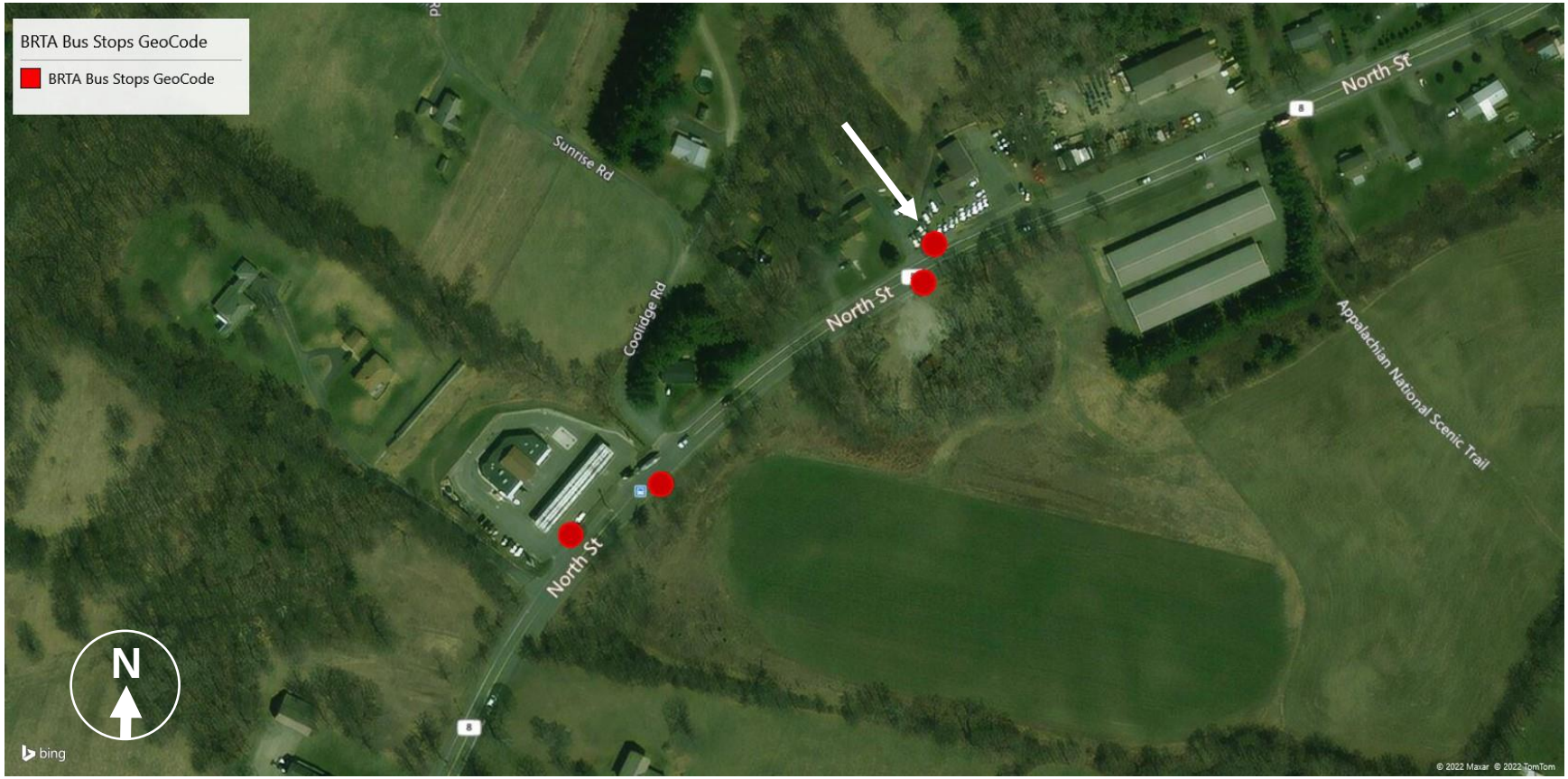
Stop ID	BRTA1273
Stop	Rte 8 and Coolidge Rd (out)
Town	Cheshire, MA 01225
Location	approx 42.566313, -73.162542
Service	Rte 01

Comment Start	-
Comment End	-

Sign Pole	Required
Bus Stop Sign	Required
Waiting Pad	Required in future road work
Waiting Shelter	Not proposed
Bench/Seating	Not proposed
Cut out/ Bump out	Not proposed
Solar Lighting	Potential
On Street Parking?	No parking

4-26-2022 RC

Berkshire Regional Transit Authority Bus Stop Implementation Program
Proposed Stop Location FY 22 -23

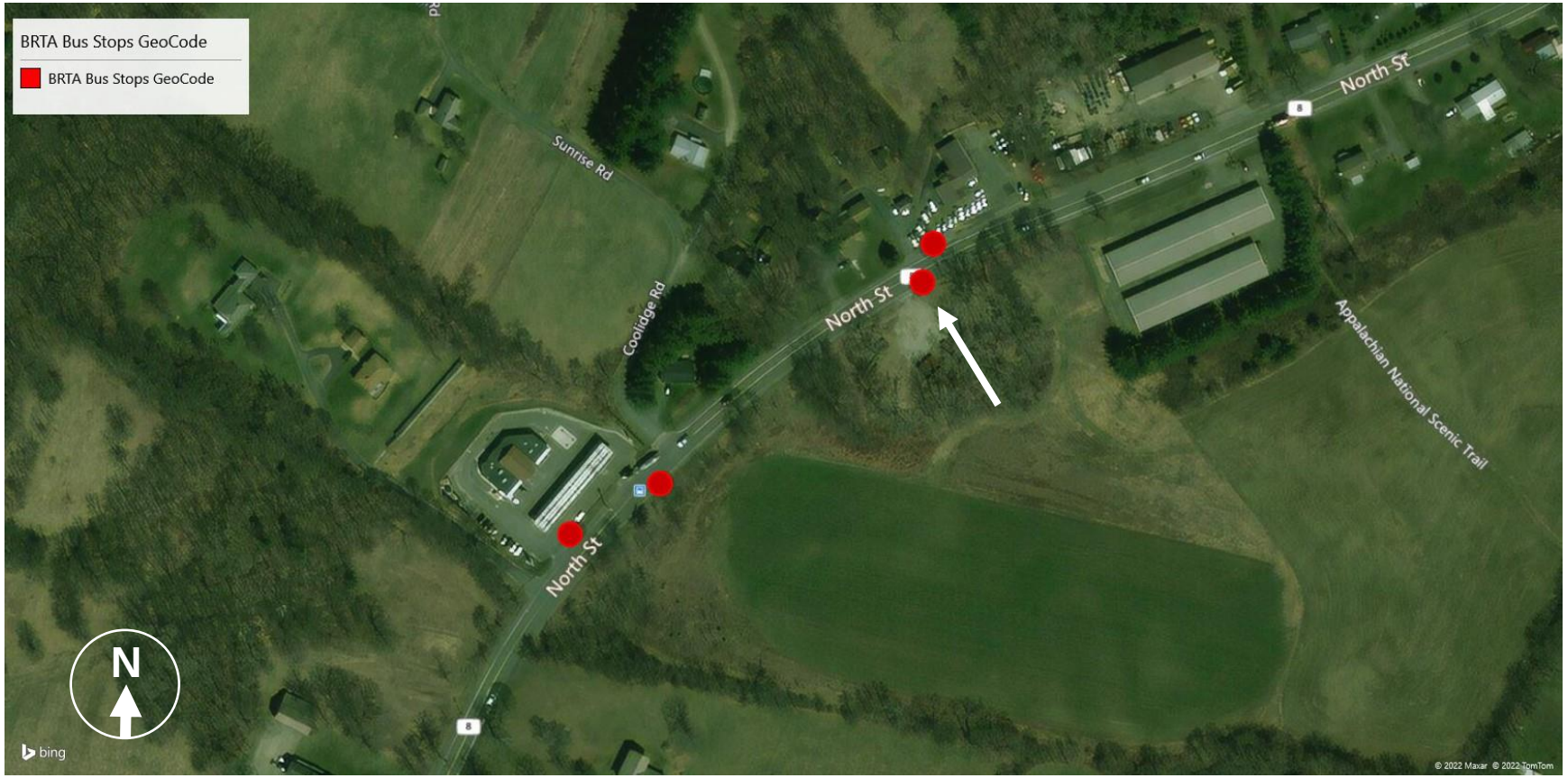


Stop ID	BRTA1273
Stop	Rte 8 and Dollar General (in)
Town	Cheshire, MA 01225
Location	approx 42.567235, -73.161113
Service	Rte 01

Comment Start	-
Comment End	**-**

Sign Pole	Required
Bus Stop Sign	Required
Waiting Pad	Existing reasonable accommodation
Waiting Shelter	Not proposed
Bench/Seating	Not proposed
Cut out/ Bump out	Not proposed
Solar Lighting	Potential
On Street Parking?	No parking

Berkshire Regional Transit Authority Bus Stop Implementation Program
Proposed Stop Location FY 22 -23



Stop ID	BRTA1273
Stop	Rte 8 and Dollar General (out)
Town	Cheshire, MA 01225
Location	approx 42.567087, -73.161170
Service	Rte 01

Comment Start	-
Comment End	**-**

Sign Pole	Required
Bus Stop Sign	Required
Waiting Pad	Required in future road work
Waiting Shelter	Not proposed
Bench/Seating	Not proposed
Cut out/ Bump out	Not proposed
Solar Lighting	Potential
On Street Parking?	No parking

4-26-2022 RC

Location	Planning ID #	Town	State	Zip Code	Latitude	Longitude	Type
Cheshire Ctr (out)	BRTA1140	Cheshire	MA	01225	42.561442	-73.165959	Scheduled
Cheshire Ctr (in)	BRTA1141	Cheshire	MA	01225	42.561778	-73.165957	Scheduled
Rte 8 and Whitney's Farm Market (out)	BRTA1154	Cheshire	MA	01225	42.521954	-73.192235	In-Fill
Rte 8 and Whitney's Farm Market (in)	BRTA1155	Cheshire	MA	01225	42.521932	-73.192432	In-Fill
Rte 8 and Farnum's Rd/Rail Trail (out)	BRTA1156	Cheshire	MA	01225	42.537331	-73.181610	In-Fill
Rte 8 and Farnum's Rd/Rail Trail (in)	BRTA1157	Cheshire	MA	01225	42.537329	-73.181898	In-Fill
Rte 8 and AutoMall (in)	BRTA1158	Cheshire	MA	01225	42.550776	-73.165242	In-Fill
Rte 8 and AutoMall (out)	BRTA1159	Cheshire	MA	01225	42.550490	-73.165040	In-Fill
Rte 8 and Richmond St (out)	BRTA1160	Cheshire	MA	01225	42.559595	-73.167169	In-Fill
Rte 8 and Richmond St (in)	BRTA1161	Cheshire	MA	01225	42.559645	-73.167366	In-Fill
Rte 8 and Coolidge Rd (in)	BRTA1162	Cheshire	MA	01225	42.566118	-73.163012	In-Fill
Rte 8 and Dollar General (out)	BRTA1163	Cheshire	MA	01225	42.567087	-73.161170	In-Fill
Rte 8 and Coolidge Rd (out)	BRTA1273	Cheshire	MA	01225	42.566313	-73.162542	In-Fill
Rte 8 and Dollar General (in)	BRTA1274	Cheshire	MA	01225	42.567235	-73.161113	In-Fill

The Commonwealth of Massachusetts
Town of Cheshire
Massachusetts

OFFICE OF
THE PLANNING BOARD

P. O. Box 647
Cheshire, MA 01225
Tel. (413) 743-1690 Ext. 18

Notice of Decision

Date:	June 4, 2020
Petitioner(s)	Francis Maguire Stafford Sanctuary Nom Trust
Premises:	80 Stafford Hill Road, Cheshire, MA
Northern Berkshire Registry of Deeds:	Map: 235 Lot: 014.3 Book: 1657 Page: 255

On January 7, 2020, pursuant to Mass. Gen. Laws, ch. 40A, sec. 9 and the Zoning Bylaws for the Town of Cheshire, Stafford Green, Inc. applied for a special permit for outdoor marijuana cultivation at a site located at 80 Stafford Hill Road, Cheshire, MA 01225.

After due notice was given, public hearings on the application were held on January 27, 2020, February 24, 2020, March 23, 2020 and May 28, 2020.

After reviewing the evidence presented, hearing from proponents of the application and opponents of the application and upon due deliberation, this Board hereby grants Stafford Green, Inc., a Special Permit for an outdoor marijuana cultivation site located at 80 Stafford Hill, Cheshire, MA 01225 **SUBJECT TO AND CONDITIONED UPON** the following conditions:

1. Marijuana cultivation shall be limited to a 40,000 square feet canopy area, Tier 5 pursuant to the regulations of the Massachusetts Cannabis Control Commission with plant cultivation contained within 500 planters, measuring 20'x4' each with a height of between 18"-24". No inground marijuana or hemp cultivation shall be done on site.

2. The cultivation area shall be surrounded by an 8' high chain link security fence, pursuant to the January 2020 site plan, with fabric mesh for camouflage. See attached Site Plan of January 2020.

3. Screening shall be planted and maintained on the Sand Mill Road side of the project consisting of a minimum of 6' high Eastern Red Cedar trees planted 5' on center with a 5' offset in a staggered fashion. Trees shall be monitored by Stafford Green Decision.

4. Stafford Green and replaced as necessary to provide continuous screening. See attached Site Plan.

5. Irrigation shall be provided by two water tanks located onsite which will not utilize a ground water well, now or in the future. See attached Site Plan.

6. Stafford Green, Inc. shall comply with all recommendations made by the Cheshire Fire Chief for driveway and emergency vehicle access. See attached.

7. Stafford Green, Inc. shall obtain Health Department approval for use of onsite portable sanitary restrooms or "Porta-Potties".

8. Concrete slabs, greenhouses, security and storage containers, and office trailers shall be constructed or installed in accordance with the Massachusetts Building Code and with the approval of the Cheshire Building Commissioner.

9. Stafford Green, Inc. shall provide a Security plan as presented to and accepted by Cheshire Police Chief Timothy Garner.

10. An Odor Monitoring Plan dated February 18, 2020 shall be utilized and maintained through initial and subsequent cultivation periods. See attached Odor Monitoring Plan.

11. Stafford Green, Inc. shall comply with the Odor Management and Response Plan dated March 13, 2020 that was presented to this Board. See attached Odor Management and Response Plan dated March 13, 2020.

12. Stafford Green, Inc. shall utilize a minimum of one Odor Mitigation Misting Device, Odorboss 60G, as presented to the Board. See attached Odor Management and Response Plan dated March 13, 2020 and Odorboss 60G.

13 A site visit is tentatively planned for spring/summer 2021 to ascertain that all conditions have been met and fall 2021 for odor monitoring with two weeks prior written notice to Stafford Green, Inc. Stafford Green, Inc. shall comply with all Board recommendations following such site visit.

A vote was taken by the Board with Peter Traub, Fran Griswold, Nick Graham and Donna DeFino voting in the affirmative and Ron DeAngelis voting against.

Notice of Decision – Stafford Green, Inc., 80 Stafford Hill, Cheshire, MA 01225

Dated:

Donna DeFino, Chairperson

Francis Griswold
Peter H. Traub
Ronald W. DeAngelis
Nick Graham

I hereby certify that 20 days have elapsed from the date this certification was issued from the Town Clerk and that no appeal has been filed with this office.

Signed and certified this _____ day of _____ 2020

Cheshire Town Clerk

----- Forwarded Message -----
From: Tom Francesconi <cheshirechief@gmail.com>
To: Carole Hilderbrand <carolehilderbrand@yahoo.com>
Sent: Wednesday, April 15, 2020, 12:48:09 PM EDT
Subject: Re: Proposed Outdoor Grow Facility Plans

Just for clarification also Carole, the owner has to be in compliance with C527 regardless of what the planning board does or doesn't "allow" within their jurisdiction and/or the permits. The requirements to be in compliance with c527 are not for debate and only fall under the fire service jurisdiction.

Tom

On Wed, Apr 15, 2020 at 12:03 Carole Hilderbrand <carolehilderbrand@yahoo.com> wrote:
Thank you!
On Wednesday, April 15, 2020, 11:43:40 AM EDT, Tom Francesconi <cheshirechief@gmail.com> wrote:

Hi Carole,

I have been in contact with the State Dept of Fire Services Fire Engineer Kristen McDonough. I forwarded to her the site plans for the proposed Stafford Green outdoor grow facility proposal. I received the following email from her on the rules and regulations Mr. Maguire will have to be in compliance with in order to move forward with his project. You had asked me to obtain this information for the planning board.

I do ask if you have any questions you contact me first and I will speak to the State Engineer as they work through the local fire chiefs. However, her explanation of what needs to be done is pretty clear on the surface.

Again, if you have any questions or concerns feel free to contact me.

Tom Francesconi
Fire Chief

---------- Forwarded message ---------
From: **McDonough, Kristen (DFS)** <kristen.nich@state.ma.us>
Date: Wed, Apr 15, 2020 at 10:36
Subject: RE: Proposed Outdoor Grow Facility Plans
To: Tom Francesconi <cheshirechief@gmail.com>

Chief Francesconi,

Upon your request, I have briefly reviewed this site plan submittal for the proposed new outdoor cannabis growing facility located at 80 Stafford Hill Road in Cheshire, MA.

After my review of this submittal, I have the following comments:

1. **The plans appear to show there will be multiple buildings on the site.**The site will therefore need to comply with the fire department access requirements of 527 CMR 1.00: Chapter 18.

2. **The access road to the building on the site appears to measure approximately 12 feet wide.**Fire department access roads are required to have a minimum width of 20 feet. [527 CMR 1.00: 18.2.3.4.1.1]

3. **The turning radius from Stafford Hill Road onto the site does not appear to be wide enough.**A minimum turning radius of 25 feet is required. [527 CMR 1.00: 18.2.3.4.3.1]

4. **The proposed road on the site does not appear to be paved.**The fire department access road shall be designed and maintained to support the imposed loads of the fire apparatus and shall have an all-weather driving surface. [527 CMR 1.00: 18.2.3.4.2]

5. **There does not appear to be a turn-around for fire apparatus on the access road.**A turn-around must be provided for dead-end fire department access roads in excess of 150 feet in length. [527 CMR 1.00: 18.2.3.4.4]

6. **Please provide fire apparatus access road plans, including a swept path analysis, for further review by the fire department.** [527 CMR 1.00: 18.1.1.4]

Regardless of review comments or omissions, the facility must be designed and constructed in full compliance with The Massachusetts State Fire Code (527 CMR 1.00), 780 CMR – 9th Edition, NFPA Standards, any other applicable code or standard and good engineering practice.

If you have any questions, feel free to contact me.

Sincerely,

Kristen E. McDonough (Nich)

Massachusetts Division of Fire Safety

Phone: 978-567-3376

kristen.nich@mass

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Chief Tom Francesconi

Cheshire Fire Department
29 South Street
P.O. Box 598
Cheshire, MA 01225
Headquarters: 413.743.3387
Fax: 413.743.3145
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Chief Tom Francesconi

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Odor Science & Engineering, Inc.
105 Filley Street, Bloomfield, CT 06002
(860) 243-9380 Fax: (860) 243-9431
www.odorscience.com

February 18, 2020

ODOR MONITORING PLAN
OUTDOOR CANNABIS CULTIVATION – CHESHIRE, MA

A description of the specific tasks and a proposed schedule is provided below:

Task 1	Conduct Baseline Odor Survey – Phase 1: Initial Growing Season 2020
Task 2	Determine Odor Emission Profiles: Hemp vs. Cannabis
Task 3	Conduct Odor Monitoring During Phase 2 Grow Conditions

Task 1. Baseline Odor Survey – Data collected June through November 2020

The initial effort will be to have OS&E conduct a series of systematic odor surveys in the areas surrounding a grow plot of approximately 5 acres located at 80 Stafford Hill Road in Cheshire, MA. The objective of this survey is to provide a baseline assessment of odors in the area documenting the locations, character, intensities and sources of odors within an approximate ½ mile radius of the grow plot during its initial growing season in the summer of 2020. Baseline odor surveys will provide the background information useful for future development of the cultivation site.

The proposed schedule calls for the initial planting to take place in mid-June of 2020. The grow cycle of the plants will typically result in peak flowering (and odor emission potential) during August and September. Harvesting of the crop will begin in early October. Drying of the crop, which will be conducted indoors, will be conducted during October through early November 2020.

To document the potential for off-site odor impacts from the Phase 1 initial growing operations, OS&E will conduct a series of ambient odor surveys throughout the grow cycle. The baseline surveys will be carried out by an OS&E Odor Scientist with extensive experience in quantification and characterization of ambient odors. During the surveys, the concentration, intensity, character, and the likely source of any odor detected during these surveys will be documented along with the meteorological conditions.

Odor concentration, in terms of dilution-to-threshold (D/T) ratio, will be measured using a portable olfactometer as described in Attachment A. Odor intensity will be measured by comparison with the 8-point butanol intensity reference scale in accordance with ASTM Method E-544-10.

The surveys will be conducted by slowly driving or walking through accessible areas surrounding the cultivation site. The locations of all of the observed odors will be recorded on a detailed map. As well

as being conducted on different days during the cannabis grow cycle, the surveys will be conducted at various times of day and evening to document the full range of diurnal meteorological patterns. The surveys will canvass an area generally within a ½ mile radius of the grow plot's perimeter.

Specific routes traveled during the surveys will depend on meteorological conditions, primarily wind direction. When odors are detected, the odor plume will be followed upwind to determine the source of the odor. The odor plume will also be followed in the downwind direction until the odors can no longer be detected, to document the aerial extent of the odor or its "footprint". In addition to the alignment of the odor plume, odor character will be used to correlate odors with their sources if odors other than those related to the grow plot are detected.

The number of surveys needed to adequately account for the variability of odor emissions throughout the initial growing cycle as well as the diurnal variability in meteorological conditions and in community activity patterns, varies depending on the number of potential odor sources in an area, the complexity of their odor emissions, topography of the area and the meteorological conditions. It is anticipated that surveying over a period of 12 different days (June through November, as outlined below) will be sufficient to adequately characterize the odors in the subject area that would be typical of the Phase 1 grow conditions.

Month	Number Survey Days
June	1
July	2
August	3
September	3
October	2
November	1

The results of the Task 1 baseline odor survey will be provided in a report which will describe the methodology used in the surveys and the results. The results will be presented in a tabular and graphical format.

Budget

The cost for Task 1 will be dependent upon the actual number of survey days. Based on 12 different days throughout the grow cycle as listed above, and reporting, the cost is estimated not-to-exceed $23,000.

Task 2. Determine Odor Emission Profiles: Hemp vs. Cannabis – Summer 2020

In addition to the odor baseline data, determining the odor emission profile of hemp plants, compared to cannabis plants will be needed to project the potential odor impact from different proposed grow scenarios. The Cheshire project team will provide OS&E with access to a select number of hemp and cannabis plants at the same flowering growth cycle. The plants will be individually isolated and covered with a sampling hood. Odor samples will be collected from within the sampling hoods under specified test conditions.

Samples will be collected into Tedlar gas sampling bags using the evacuated drum sampling technique. The odor samples will be returned to OS&E's Olfactory Laboratory for quantification and characterization.

Odor Analysis

The samples will be analyzed by dynamic dilution olfactometry using a trained and screened odor panel. The odor panelists are chosen from OS&E's pool of panelists from the Greater Hartford area who actively participate in ongoing olfactory research and represent an average to above average sensitivity when compared to a large population. The samples will be quantified in terms of dilution-to-threshold (D/T) ratio and odor intensity in accordance with ASTM Methods E-679-04 and E-544-18, respectively. The odor panelists will also be asked to describe the odor character of the samples at varying dilution levels. The odor panel methodology is described in Attachment B.

Budget

The cost for Task 2 will be dependent upon:
Location - where the sampling is done (grow site or OS&E lab),
Scale – number of plants, size of enclosure and the
Number of odor samples collected and analyzed by the odor panel
($260/sample including the cost of the Tedlar bag).

Task 3. Conduct Odor Monitoring During Phase 2 Grow Conditions: Cannabis

In order to establish a longer-term odor baseline for the Cheshire outdoor grow operation and to assess the off-site odor impact potential from other proposed grow scenarios, OS&E will conduct routine odor monitoring. The odor monitoring will be conducted in accordance with a protocol which specifies the monitoring schedule and procedures developed by OS&E based on information obtained during the baseline surveys.

As the odor monitoring progresses, the key information to be derived will include:

- range of odor intensity associated with the grow conditions compared to those detected during the baseline grow conditions
- correlation of the odor trends with both the growing season and seasonal meteorological conditions
- Determining the need for and feasibility of odor mitigation measures for proposed changes to site grow conditions

Budget

The specific scope of work and cost estimate for Task 3 will be provided upon the completion of Task 1.

Sincerely,
ODOR SCIENCE & ENGINEERING, INC.

Martha O'Brien
Principal

ATTACHMENT A

Measurement of Ambient Odor Levels

Odor Concentration

Odor concentration is defined as the number of dilutions with odor-free air, which is needed to make an odor undetectable to a given fraction, typically 50%, of a panel of odor observers, representative of normal human population. Accordingly, odor concentration is expressed in self explanatory dimensionless units of "dilutions to threshold", also designated D/T.

If the odor is estimated to be sufficiently strong, typically above 30 D/T, odor concentration is often measured by dynamic dilution olfactometry. In that case a sample of the odor is collected in a suitable container, typically a bag made of impervious and chemically inert plastic material, such as Tedlar. The samples are shipped overnight to an odor laboratory where they are measured with a panel of screened and trained odor observers. This procedure is used primarily for analysis of odors collected directly from industrial sources. This procedure is not well suited for the low level ambient level odors, in large part due to potential deterioration of such samples associated with sample storage and transport. For this reason the analysis of ambient odors is typically performed in the field using portable olfactometers such as a Scentometer or Nasal Ranger as described below.

Portable olfactometers operate on a principle of dynamic dilution. As the observer inhales through the nostrils, ambient air is drawn into the instrument. The air then passes through two activated carbon beds, which remove the odor. The odor-free air enters the central chamber of the instrument where it is mixed with odorous air in known dilution ratios. The odorous air enters the instrument though a set of holes of increasing diameter, located on the instrument's back plate. After having adjusted to breathing the odor-free air, the observer opens the smallest hole. This admits the smallest amount of odorous air into the instrument for mixing with the odor-free air. If the observer does not detect an odor at that dilution level, he closes the hole, opens the next larger hole and again attempts to detect an odor. This procedure is continued until an odor is detected. The highest dilution level at which the odor was first detected, is reported as odor concentration.

Odor concentration does not provide as direct an indication of how objectionable an odor may be as does odor intensity. The reason is that different odors with the same odor concentration could have significantly different intensities. Nevertheless, odor concentration does provide helpful information as part of odor assessment. Some states and other jurisdictions have developed regulations limiting ambient odors based on odor concentration as measured by a portable olfactometer. In most cases the limit has been set at 7 to 1 dilutions to threshold.

Odor Intensity – Butanol Intensity Reference Scale

Odor intensity is the perceived strength of the odor sensation. More than any other property of odor, perceived odor intensity is what triggers odor complaints. It is measured by comparing the intensity of the odor perceived to that noted when sniffing standardized concentrations of a reference odorant. In this country, n-butanol is used as the reference odorant as described in ASTM Method E544-10, "Recommended Standard Practices for Referencing Suprathreshold Odor Intensity". The now widely used n-butanol odor intensity scale is based on n-butanol vapor as the odorant at eight concentrations. The concentration increases by a factor of 2 at each intensity step starting with approximately 15 ppm at step 1 and ending with approximately 2000 ppm at step 8. OS&E has developed a field kit which uses aqueous solutions of n-butanol to

produce the standard vapor concentrations in the head space of the eight individual containers. In comparing intensities of various odors the differences in odor character are ignored as in comparing the intensities of lights of different colors.

The following description is provided as an aid in interpreting the odor intensity levels.

odor intensity (E544-18)	description of perceived odor
0.5 – 1	odor is detectable and recognizable but would generally be noticed only if looked for, such as during an odor survey
2	odor is clearly recognizable but may not to be considered objectionable except in sensitized communities
3 and higher	odor is sufficiently intense to cause a distraction of a person fully occupied by some activity, such as conversation. Odor would typically be considered objectionable and would be expected to cause odor complaints

ATTACHMENT B
Odor Science & Engineering, Inc.
Odor Panel Methodology

Measurement of Odor Levels by Dynamic Dilution Olfactometry
Odor concentration is defined as the dilution of an odor sample with odor-free air, at which only a specified percent of an odor panel, typically 50%, will detect the odor. This point represents odor threshold and is expressed in terms of "dilutions-to-threshold" (D/T).

Odor concentration was determined by means of OS&E's forced choice dynamic dilution olfactometer. The members of the panel who have been screened for their olfactory sensitivity and their ability to match odor intensities, have participated in on-going olfactory research at OS&E for a number of years.

In olfactometry, known dilutions of the odor sample were prepared by mixing a stream of odor-free air with a stream of the odor sample. The odor-free air is generated in-situ by passing the air from a compressor pump through a bed of activated charcoal and a potassium permanganate medium for purification. A portion of the odor free air is diverted into two sniff ports for direct presentation to a panelist who compares them with the diluted odor sample.

Another portion of the odor-free air is mixed in a known ratio with the odor from the sample bag and is then introduced into the third sniff port. A panelist is thus presented with three identical sniff ports, two of which provide a stream of odor-free air and the third one a known dilution of the odor sample. Unaware of which is which, the panelist is asked to identify the sniff port which is different from the other two, i.e., which contains the odor. The flow rate at all three nose cups is maintained at 3 liters per minute.

The analysis starts at high odor dilutions. Odor concentration in each subsequent evaluation is increased by a factor of 2. Initially a panelist is unlikely to correctly identify the sniff port which contains an odor. As the concentration increases, the likelihood of error is reduced and at one point the response at every subsequently higher concentration becomes consistently correct. The lowest odor concentration at which this consistency is first noticed, represents the detection odor threshold for that panelist.

As the odor concentration is increased further in the subsequent steps, the panelist becomes aware of the odor character, i.e. becomes able to differentiate the analyzed odor from other odors. The lowest odor concentration at which odor differentiation first becomes possible, represent the recognition odor threshold for the panelist. Essentially all of OS&E's work is done with recognition odor threshold. By definition the threshold odor is equal to 1 D/T (i.e. the volume of odorous air after dilution divided by the volume before dilution equals one).

The panelists typically arrive at threshold values at different concentrations. To interpret the data statistically, the geometric mean of the individual panelist's thresholds is calculated.

The olfactometer and the odor presentation procedure meet the recommendations of ASTM Standard Practice for Determination of Odor and Taste Thresholds by a Forced-Choice Ascending Concentration Series of Limits (ASTM E679-04). The analysis will be carried out in the OS&E Olfactory Laboratory in Bloomfield, Connecticut.

Odor Intensity

Odor intensity is determined using reference sample method with n-butanol as the reference compound (ASTM Method E-544-18). The n-butanol odor intensity scale is based on n-butanol vapor as odorant at eight concentrations. The concentration increases by a factor of two at each intensity step, starting with approximately 15 ppm at step 1.

Odors of widely different types can be compared on that scale just like the intensities of the lights of different colors can be compared to the intensity of standard, e.g. white light. Odor character and hedonic tone are ignored in that comparison. Odor intensities are routinely measured as part of the dynamic dilution olfactometry measurements. The n-butanol vapor samples are presented to the panelists in closed jars containing the standard solutions of n-butanol in distilled water. The vapor pressure above the butanol solutions corresponds to the steps on the n-butanol scale. To observe the odor intensity, a panelist opens the jar and sniffs the air above the liquid. The panelist then closes the jar so that the equilibrium vapor pressure of butanol can be re-established before the next panelist uses the jar. The odor in the jar is compared with unknown odor present at the olfactometer sniff port.

The relationship between odor concentration and intensity can be expressed as a psychophysical power function also known as Steven's law (Dose-Response Function). The function is of the form:

$$I = aC^b$$

where:

I = odor intensity on the butanol scale
C = the odor level in dilution-to-threshold ratio (D/T)
a,b = constants specific for each odor

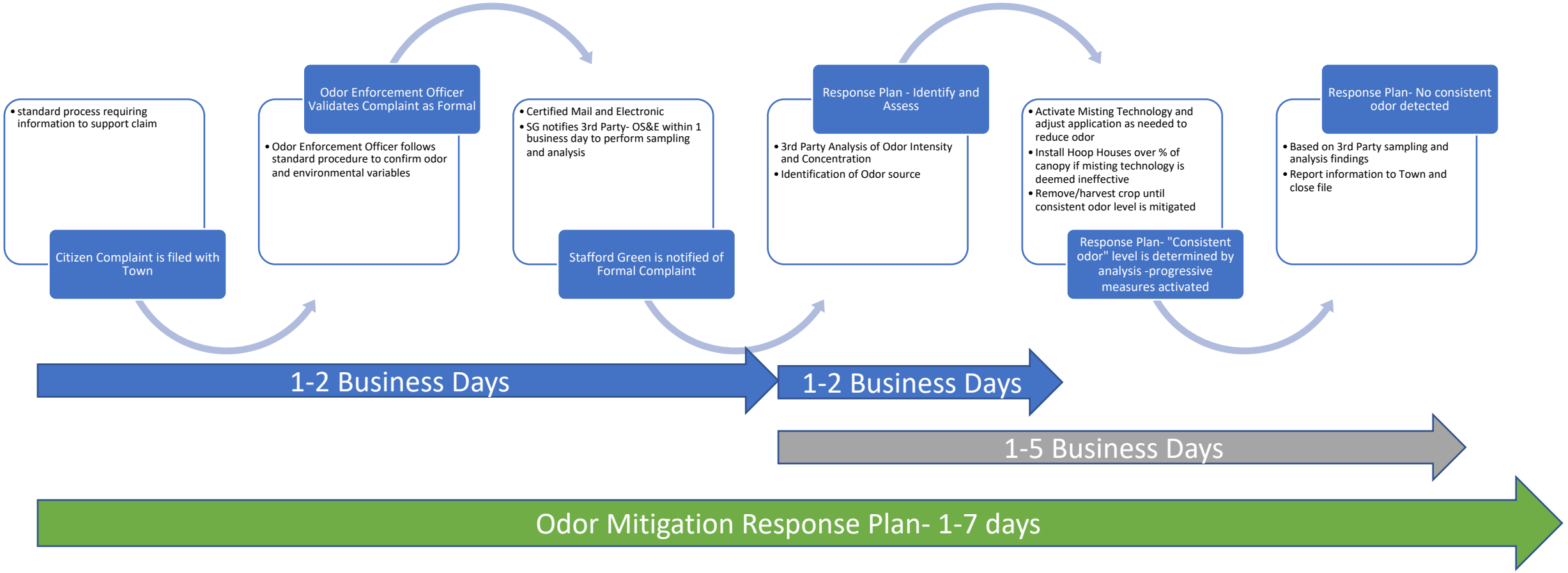
The major significance of the dose-response function in odor control work is that it determines the rate at which odor intensity decreases as the odor concentration is reduced (either by atmospheric dispersion or by an odor control device).

Odor emissions are used as input to an odor dispersion model, which predicts odor impacts downwind under a variety of meteorological conditions. Whether or not an odor is judged objectionable depends primarily in its intensity. The dose-response constants are used to convert predicted ambient odor concentration to intensity levels. OS&E experience has shown that odors are almost universally considered objectionable when their intensity is 3 or higher on the 8-point n-butanol scale. In general, the lower the intensity, the lower the probability of complaints.

Odor Character Description

Odor character refers to our ability to recognize the similarity of odors. It allows us to distinguish odors of different substances on the basis of experience. We use three types of descriptors, general such as “sweet”, “pungent”, “acrid”, etc. or specific references to its source such as “orange”, “skunk”, “paint”, “sewage”, etc., or to a specific chemical, e.g. “methyl mercaptan”, “butyric acid”, or “cyclohexane”. In the course of the dynamic dilution olfactometry measurements, the odor panelists are asked to describe the character of the odors they detect.

Response Plan Process



Odor Mitigation Misting Device

ODORBOSS® 60G

odor BOSS

OB-60G



The OB-60G is designed to disperse water soluble air treatment agents using water as the delivery vehicle.

- Devices oscillate up to 180 degrees
- Odor mitigation range of 200’
- Complete mist dissipation after 50’
- Fitted with a 500-gallon (1893 L) water tank
- 16 hours of runtime without refilling.
- OdorBoss air treatment chemical is non-toxic, natural essential oil product that breaks the bonds and neutralizes the odorous lipid molecules.
- Adjustable throw angle: 0° to 50°
- Single air atomizing nozzle.

OVERALL MEASUREMENTS:

Width: 8.5 feet (102 inches, 2.62 meters).
Length: 20.5 feet (246 inches, 6.25 meters).
Height: 9.17 feet (110 inches, 2.80 meters).
Weight: 4,800 lbs. (2,177.24 kilograms).

Odor Management and Response Plan (OMRP)

Prepared for Cheshire Planning Board by Stafford Green, Inc.

March 13, 2020

Odor Management and Response Plan: Definitions

Odor Intensity (BIRS) Butanol Intensity Reference Scale. Odor intensity is the perceived strength of the odor sensation. More than any other property of odor, perceived odor intensity is what triggers odor complaints. It is measured by comparing the intensity of the odor perceived to that noted when sniffing standardized concentrations of a reference odorant.

Odor Nuisance: one or more air contaminants or combinations thereof, in such concentration and of such duration as are or may tend to be injurious to or to adversely affect human health or welfare, animal life, vegetation, or property, or as to interfere with the normal use and enjoyment of animal life, vegetation, or property.

Odor Nuisance Formal Complaint: Stafford Green requests that at minimum, but not limited to, that the following information be gathered by the zoning enforcement officer at the time that a complaint is received or prior to conducting an onsite investigation.

1. Name(s) and address(es) of complainant(s).
2. Driving directions to the site of the complaint and source as necessary.
3. Where on their property was the complainant when they experienced the odor?
4. Description of odor.
5. Dates, times, frequency, and duration when the complainant(s) experienced the odor.
6. Is the odor on-going, past or intermittent at the complainant's residence or business at this time?
7. Nature of any allegation of effects on the complainant's health, property, animals, or vegetation.
8. Nature of any allegation of interference with the normal use and enjoyment of the complainant's property, animals, or vegetation.
9. Alleged source of the odor.
10. Meteorological conditions (temp, wind direction, wind speed, etc.)
11. Does the complainant want an investigator to come to their residence or business? If we go to their residence or business, they may lose their confidentiality because state vehicles are marked. Explain to the complainant that their confidentiality may be lost during an investigation to confirm nuisance. We cannot substantiate a nuisance if we don't go to the complainant's residence or business, but we can look for issues at the alleged source.
12. For an OS&E odor measurement on private property, complainant will be asked to sign a waiver

Odor Nuisance Investigation: An investigation is used to determine whether a nuisance odor violation should be issued based on whether the frequency, intensity, duration, and offensiveness of detected and documented odors combined cause interference with the normal use and enjoyment of animal life, vegetation, or property. If the preponderance of the evidence does not confirm the presence of odors in such concentration and duration as to be injurious to or affect human health, welfare, animal life, vegetation, or property, the investigator will still evaluate all the evidence collected during the course of the investigation.

Purpose of Policy:

1. To offset odors before they rise to intensity or concentration levels that may be deemed a formal "public nuisance."

2. To establish a plan for response and action on heightened odor levels, whether detected by Stafford Green or complained about by nearby residents.

Odor Management: combines use of early detection technology, odor reduction and order dispersal methods

1. **Early Detection Technology** scientifically determines intensity, concentration and unique odor profile.

    a. Through a contract with Stafford Green, Odor Science & Engineering, Inc., of Bloomfield Connecticut, will collect odor data starting June 1st throughout the season, analyzing odor intensity levels, odor concentration levels and unique odor profiles, and provide appropriate detection technology for mitigation steps.

    b. Stafford Green staff will be trained to monitor and interpret data to identify intensity of odor. If and when odor intensity is consistently detected, mitigation steps described below will be taken.

2. **Reduction and Odor Dispersal Methods** include the following:
    a. Windbreak/Buffers[1]- reduction in odor, dust particles and noise through design and maintenance of a windbreak/buffer program. Initial design detail provided on submitted site plans.

    b. High Fragranced Flowers and Ground Cover – Stafford Green will be incorporating an array of beneficial flowers that serve as natural deterrents/pesticide and omit high levels of fragrance. E.g. Jasmine, Lavender, Honeysuckle, Roses, Geraniums, Mint, Thyme, Chamomile, Basil and Rosemary

[1] USDA-Natural Resources Conservation Service(NRCS)- Plant Materials Program – submitted to planning board

3. **Response Plan** Upon confirmed detection of consistent level of odor intensity, Stafford Green will immediately activate misters. Additionally, upon receipt of a formal complaint and accompanying analysis, Stafford Green will immediately undertake mitigation measures as follows:

    a. Activate misting technology based on environmental variables, the number of misters and level of misting to be determined by OS&E and manufacturer's specifications.

    b. Collect and preserve all data necessary to establish odors levels, before and after initial mitigation measures.

    c. Stafford Green will retest to confirm that odor is appropriately mitigated. If not, Stafford Green will increase distribution until adequately mitigated.

    d. Upon mister activation, 5 rows of hoop house materials are ordered and prepped on site

4. **Contingency Plan**. If misting technology fails (via formal complaint) to sufficiently mitigate odor,

    a. Stafford Green will immediately implement a containment and neutralization plan consisting of the progressive erection of temporary hoop houses and use of carbon filtering technology to neutralize odors[2].

    b. Hoop houses ordered and installed continually based on daily measurements to contain order, until 100% of crop is covered, if necessary

    c. Stafford Green will retest odor emanation until confirmed effective.

5. **Hoop House installation at 100%**

    a. If a formal complaint is registered at 100% hoop house coverage, Stafford Green will immediately begin removing crop as needed to reduce odors to an acceptable level, until the entire crop is removed if necessary.

[2] Hoop House Mitigation Structure detailed overview shared with planning board

6. **Engagement of Cannabis Control Commission (CCC)**. If after exhausting all methods above, odors are not sufficiently mitigated, Stafford Green recognizes that the Town of Cheshire may report Stafford Green's failure to comply with the conditions of its special permit to the CCC and that the CCC may take investigative action as required and may require Stafford Green to cease operations until Stafford Green is in compliant with local bylaws.

Odor Management and Response Steps Overview:

Initial Response: If an odor is detected, and health effects are alleged by a complainant the complaint will be prioritized for immediate response and an investigation will be conducted as soon as possible, but no greater than 2 business days.

Preemptive Steps:

1. OS&E[3] implements Odor data collection program starting June 1st, before cannabis planting. Each data collection results in an instantaneous Butanol Intensity Reference Scale (BIRS) rating determination on site.
    a. In addition, there will be scheduled and standard odor data logging throughout the grow season by trained Stafford Green managers and independently by OS&E
2. If odor detected at "consistent odor level" on BIRS scale for any odor documented by engineers, it will be recorded in the log.

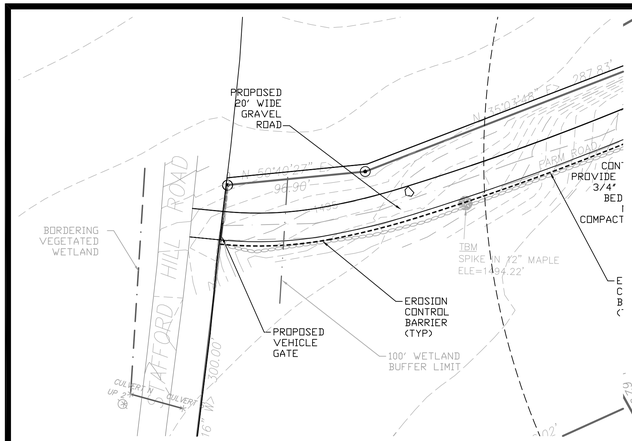
Formal Complaint Response Steps:

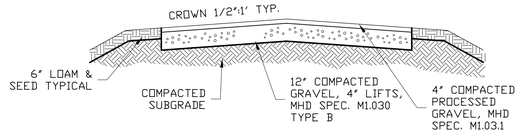
1. If formal odor complaint received, OS&E takes readings within 2 business days (with the intention of Stafford Green addressing it the same business day) to detect "consistent odor level" and identify its source.
2. If "consistent odor level" is detected, at the 500' buffer over standard measurement period after formal complaint, it is recorded by OS&E and mister technology is activated same day. Location, amount and frequency will be adjusted as required to mitigate intensity of identified odor.
3. If after a formal complaint is filed and the mister technology is unable to mitigate the odor, Stafford Green will install hoop house mitigation structures[4] (structures installed immediately)
4. OS&E makes measurement within 2 business days of formal complaint at 500' buffer

[3] OS&E Odor Monitoring Plan- Submitted to planning board

[4] Hoop House Mitigation Structure Overview – provided to planning board

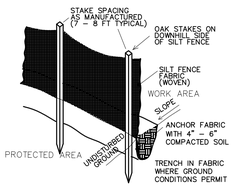
and determines how many hoop houses needed in order to reduce the intensity level of odor on BIRS scale.



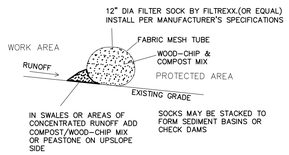


TYPICAL DRIVEWAY CROSS-SECTION

NO SCALE



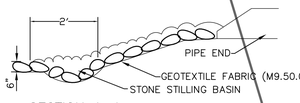
TYPICAL SILT FENCE INSTALLATION



TYPICAL FILTER SOCK INSTALLATION

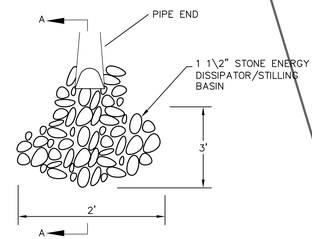
SEDIMENT BARRIER ALTERNATIVES

(CONTRACTOR'S OPTION)



SECTION A–A

N.T.S.



ENERGY DISSIPATOR/STILLING BASIN

N.T.S.

SOURCE: USGS, CHESHIRE R, MA QUADRANGLE

January, 2020

NOTES

EXISTING CONDITIONS PLAN WAS COMPILED FROM A PLAN OF LAND IN CHESHIRE MA, BY HOLMBERG AND HOWE IN THE SPRING OF 2019. THE ELEVATION DATUM IS ASSUMED. WETLAND DELINEATION WAS PERFORMED BY GZA GEOENVIRONMENTAL, INC.

LOCUS REFERENCE

FRANCIS D. MAGUIRE & FRANCIS G. MAGUIRE TRUSTEES OF THE STAFFORD SACTUARY NOMINEE TRUST BOOK 1657 PAGE 255 PLAT B, PLAN #229

PERMITTING NOT FOR CONSTRUCTION

GRAPHIC SCALE

50 0 25 50 100 400

(IN FEET)

1 inch = 50 ft.

T Reynolds Engineering

Civil Engineers
Planning, Design, and Permitting Services

ph: 413 387-8078 fax: 413 727-3477
email: terry@treynoldsengineering.com
www.treynoldsengineering.com

152 Maplewood Terrace
Florence, MA 01062

Tier 5 Outdoor Cannabis Cultivation Plan

80 Stafford Hill Road
Cheshire, MA

COMMONWEALTH OF MASSACHUSETTS
TERRENCE R. REYNOLDS
NO. 46285
CIVIL
REGISTERED PROFESSIONAL ENGINEER

PREPARED FOR:

Stafford Green Inc.

82 East Road
Adams, MA

REVISIONS:	DATE:
ACCESS ROAD	5/5/20

UNAUTHORIZED ALTERATION OF THIS DOCUMENT IS A VIOLATION OF MASSACHUSETTS STATE LAW

PROJECT NO: 19-0206

DRAWING: Eng Work.dwg

DATE: 1/24/20

SCALE: 1" = 50'

SHEET NO.

1 OF 2

The Commonwealth of Massachusetts
State Board of Building Regulations and Standards
Massachusetts State Building Code
780 CMR

Town of Cheshire
84 Church Street
P.O. Box 647
Cheshire, MA 01225
Phone: 413-743-1690
Fax: 413-743-0403

APPLICATION TO CONSTRUCT, REPAIR, RENOVATE OR DEMOLISH A ONE OR TWO FAMILY DWELLING

THIS SECTION FOR OFFICIAL USE ONLY

Application #:	Date Issued:	Permit #:	Fee Payable: ($)	Fee Paid: ($)	Receipt # :	Date Paid :
R-22-0900			*900.00*			

SECTION 1 - SITE INFORMATION

1.1 Property Address:	*612 WEST MOUNTAIN ROAD*	1.2 Assessors Map & Parcel Number:			
		Map Number	*214-001*	Parcel Number	*214-001*
		Current Use	*Single Family Dwelling*	Construction Type	*V-B*

Zoning District: *AR*

1.3 Building or Structure Setbacks (ft) ☑ Not Applicable — Dimensional Requirements

	Front (ft)	Side (ft)	Rear (ft)	Minimum Lot frontage (ft)	Minimum Lot width (ft)
Required		Left Side: Right Side:			
Provided		Left Side: Right Side:			

Square feet of area of work: *720* ☐ Not Applicable — Building or structure size: Length: *24* Width: *30* Height: *10*

1.4 Water Supply (M.G.L.c.40.* 54): Public : ○ Private : ◉ Not Applicable ○

1.5 Flood Zone of Structure: Zone : Elevation : Outside Flood Zone : ○ Not Applicable ◉

1.6 Sewage Disposal System : Municipal : ○ On Site Disposal System : ○ Not Applicable ◉

1.7 Description of Proposed Work

1.7.1 ○ New 1 or 2 Family Dwelling

☐ Foundation Only

1.7.2 ◉ Existing Building — Yes ◉ No ○

☑ Repair(s)	☑ Alteration(s)	☐ Addition	☐ Accessory Bldg	
☐ Demolition Age of Building:	☐ Solar Panels	☐ Weatherization	☐ Pool AG	
☐ Pool IG	☐ Deck	☐ Windows	☐ Selective Demolition	☐ Foundation Only
☐ Roof	☐ Siding	☐ Other Specify:		

Brief Description of Proposed Work:

main house is 24 x 30 and kitchen /bathroom /living room wing is 24x30 perpendicular to main house. homeowner has demoed kitchen portion on his own and wants to rebuild.

SECTION 2 - PROPERTY OWNERSHIP/AUTHORIZED AGENT

2.1 Owner of Record:

Name *Warner Mark F* — Address *231 West Mountain Road*

Telephone *413 - 743 - 4733*	City *Cheshire*
State *MA*	Zip *01225*
Email *Farmgirl.4@hotmail.com*	

2.2 Tenant Name (if other than the owner):

2.3 Authorized Agent/Owner:

Name *Christopher Walsh*	Address *45 North Main st*	Telephone *413 - 496 - 3111*	Email *chris@cwalshbuilders.com*

SECTION 3 - CONSTRUCTION SERVICES

3.1 Licensed Construction Supervisor:

☑ I am the Contractor.

Licensed Construction Supervisor	*Christopher Walsh*	Address	*45 North Main st*
License Number	*cs97819*	Expiration Date	*6/04/2021*
Telephone	*413 - 496 - 3111*	City	*Lanesborough*
State	*Ma*	Zip	*01237*
Email	*chris@cwalshbuilders.com*		

☑ I do hereby certify under the pains & penalties of perjury that the information provided above is true and correct.

License Type

☑ U or 00 – Unrestricted	☐ 1G - 1 & 2 Family Dwelling	☐ M – Masonry Only	☐ RC – Residential Roofing Covering
☐ WS – Residential Window & Siding	☐ SF – Residential Solid Fuel Burning Appliance Installation	☐ D – Residential Demolition	

3.2 Home Improvement Contractor:

☑ I am the Contractor.

Name	*Walsh Builders INC*	Address	*45 North Main st*
Registration Number	*160231*	Expiration Date	*7/01/2021*
Telephone	*413 - 496 - 3111*	City	*Lanesborough*
State	*Ma*	Zip	*01237*
Email	*chris@cwalshbuilders.com*		

☑ I do hereby certify under the pains & penalties of perjury that the information provided above is true and correct.

Is the Licensed Construction Supervisor different from the applicant or the Home Improvement Contractor ? ○ Yes ◉ No ☐ Not Applicable

3.3 Homeowners Permit: ☐ Applicable

SECTION 4- WORKER'S COMPENSATION INSURANCE(M.G.L.c.152* 25C(6))

Workers Compensation Insurance affidavit must be completed and submitted with this application. Failure to provide this affidavit will result in the denial of the issuance of the building permit

Signed Affidavit Attached Yes ☑ No ☐ N/A ☐

SECTION 5 REGISTERED 81-R/ ARCHITECT/ ENGINEER: Applicable ☐ Not Applicable ☑

Name (Registrant):		Registration	

		Number	
Address		Expiration Date	
Email		Telephone	

SECTION 6 - ESTIMATED CONSTRUCTION COSTS

Items	Estimated Cost (Dollars) to be completed by permit applicant
1. Building	*$ 60,000.00*
2. Electrical	
3. Plumbing	
4. Gas	
5. Mechanical (HVAC)	
6. Fire Protection	
Total = (1+2+3+4+5+6)	$ 60,000.00
Fee to be calculated by building dept	

SECTION 7 - OWNER AUTHORIZATION-TO BE COMPLETED WHEN OWNERS AGENT OR CONTRACTORS APPLIES FOR BUILDING PERMIT

○ Owner ◉ Contractor / Agent

I, *Warner Mark F*, as Owner of the subject property hereby authorize *Christopher Walsh* to act on my behalf, in all matters relative to work authorized by this building permit application

☑ **I do hereby certify under the pains & penalties of perjury that the information provided above is true and correct.**

Property Owner's Email: *farmgirl.4@hotmail.com* OR ☐ Copy of Signed Contract to be attached after submitting application

I, *Christopher Walsh*, as Owner/Authorized Agent hereby declare that the statements and information on the foregoing application are true and accurate, to the best of my knowledge and belief.

☑ **I do hereby certify under the pains & penalties of perjury that the information provided above is true and correct.**

Town of Cheshire
84 Church Street
P.O. Box 647
Cheshire, MA 01225
Phone: 413-743-1690
Fax: 413-743-0403

Construction Debris Affidavit

(For all renovation work)

In accordance with the provisions of MGL c 40, S 54, a condition of Building Permit Number Is that the debris resulting from this work shall be disposed of in a properly licensed disposal facility as defined by MGL c 111, S 150A.

Address of Work:	*612 WEST MOUNTAIN ROAD*
The debris will be transported by:	*casella*
The debris will be received at:	*casella*

I AM FAMILIAR WITH THE REQUIREMENTS OF 310 CMR 7.09, AND I HAVE MADE PROPER NOTIFICATION TO ALL FEDERAL, STATE AND MUNICIPAL AUTHORITIES HAVING JURISDICTION.

☑ **I do hereby certify under the pains & penalties of perjury that the information provided above is true and correct.**

Date *4/16/2022*

OFFICE OF THE BUILDING COMMISSIONER
TOWN OF CHESHIRE, P.O. Box 647
PERMITS

BUILDING SUMMARY REPORT

Issue Date : 7/01/2021 To 5/23/2022

TYPE OF PERMIT	NUMBER ISSUED	CONSTRUCTION COSTS	PERMIT FEES	CASH/CHECK	UNIBANK	WAIVED FEE
Residential	124	3786370	31165	4290	26875	0
Commercial	6	436419	4965	930	4035	0
Sheet Metal	0	0	0	0	0	0
Sign Permit	0	0	0	0	0	0
Tent Permit	2	0	50	0	50	0
Trench Permit	0	0	0	0	0	0
Solid Fuel Appliance Permit	8	0	280	0	280	0
Certificate Of Occupancy (R)	0	0	0	0	0	0
Certificate Of Occupancy (C)	0	0	0	0	0	0
Certificate Of Inspection	2	0	300	0	300	0
TOTALS	142	4222789	36760	5220	31540	0

Period from 7/01/2021 to 5/23/2022

Total fees $ 36760

Respectfully Submitted,

_____

Building Commissioner

OFFICE OF THE BUILDING COMMISSIONER
TOWN OF CHESHIRE, P.O. Box 647
PERMITS

ELECTRICAL SUMMARY REPORT

Issue Date : 7/01/2021 To 5/23/2022

TYPE OF PERMIT	NUMBER ISSUED	CONSTRUCTION COSTS	PERMIT FEES	CASH/CHECK	UNIBANK	WAIVED FEE
Electrical	100	0	17826	1270	16556	0
TOTALS	100	0	17826	1270	16556	0

Period from 7/01/2021 to 5/23/2022

Total fees $ 17826

Respectfully Submitted,

_____

Building Commissioner

OFFICE OF THE BUILDING COMMISSIONER
TOWN OF CHESHIRE, P.O. Box 647
PERMITS

PG SUMMARY REPORT

Issue Date : 7/01/2021 To 5/23/2022

TYPE OF PERMIT	NUMBER ISSUED	CONSTRUCTION COSTS	PERMIT FEES	CASH/CHECK	UNIBANK	WAIVED FEE
Plumbing	20	0	2040	0	2040	190
Gas	33	0	2020	60	1960	0
TOTALS	53	0	4060	60	4000	190

Period from 7/01/2021 to 5/23/2022

Total fees $ 4060

Respectfully Submitted,

_____

Building Commissioner

We are still grab-n-go Monday through Friday and seated in person meals Monday Tuesday and Wednesday. Our numbers for the month of April were down to 360 due to 1 holiday and 3 funerals which almost all of our regulars attended.

Dawn Krutiak has been adjusting well to her kitchen role and she has been a life saver.

Daily incoming phone calls range from 7-15. These calls are mostly meal signups, questions about upcoming event, signups for events, communication from elder services.

Outgoing phone call range is 2-5, calling in orders and supplies, returning phone calls left overnight,

Weekly Facebook events and menu updates. Events are also weekly updated on a dry erase board in the dining area.

Outreach… 1 inquiry regarding help for finding a dentist, 1 need for handyman, 1 electricity assistance, 15 calls for 2nd booster/date van will be coming, 1 Prescription renewal (back and forth with pharmacy and doctors' office), 1 license renewal forms that needed to be filled out. 7 wellness checks (2 covid), 5 missing attendances.

We have had several meetings with Faye who is doing the new flyers and welcome packs (for those new to the center) and things are going great. She is nearing the finish line and we should be going to print soon. We also plan to have t-shirts made with our logo as well!!

We now have a blood pressure cuff at the center!!! Carol Francesconi and Mal Gwozdz have happily volunteered to do them, and they have already helped a few people. We hope to offer it 2 times per week.

The Ukrainian Bracelet making fundraising event went well, we raised $119.00. I gave the money to Sandra Sloane who was so grateful. She would love to do another event to raise more money and feels confident that she will have a large crowd. That date is TBD.

Weekly Reoccurring Events

*Morning Exercise is held every Mon, Wed, Fri from 9-10

*Chair Yoga every Friday from 10-11

*Quilting with Betty is every 2nd and 4th Thursday of the month from 1-3

*BINGO every 2nd and 4th Tuesday at 12:30 Peter Traub is calling the numbers.

Upcoming Events

*Brown Bag pantry Friday 5/27 from 1-2 we could use 1 more volunteer for this event as Gene no longer is able to help Peter and Fran and they now are back to having to fill all the bags themselves.

*Foot Clinic will be May 19th from 8 - 1

AGREEMENT

BETWEEN

THE TOWN OF CHESHIRE

AND

THE AMERICAN FEDRATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

LOCAL 204

JULY 1, 2022 – JUNE 30, 2025

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This Agreement entered into by the Town of Cheshire, hereinafter referred to as the Employer, and Local 204, Council 93, American Federation of State, County, and Municipal Employees, hereinafter referred to as the Union, has its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTILCE 1: RECONGNITION AND JURISDICTION

A. **Bargaining Representative**: The Town, to the extent hereinafter set forth, recognizes the Union as the exclusive bargaining representative for all employees of the Town of Cheshire Highway Department for the purpose of establishing salaries, wages, hours, and other conditions of employment as certified. Excluded from the bargaining unit are the Superintendent and all temporary and seasonal employees as have been employed by the Department in the past or as may be employed in the future.

   Should any new classifications be added to the workforce, the Employer will notify the Union of such new classifications. The Employer and the Union will then consult to mutually determine if such new classifications shall be added to the bargaining unit. If the parties cannot agree, the matter will be referred to the State Department of Labor Relations, by either party, with a request that it decide which will be final and binding on both parties.

B. **Employer Support**: The Employer will not aid, promote, or finance any labor group or organization that purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement. Recourse regarding this paragraph will only be through pertinent Massachusetts General Laws.

ARTICLE 2: MANAGEMENT RIGHTS

A. **General Policy:** The Employer reserves all management rights, powers and authority customarily exercised by management, except as otherwise specifically deleted or modified by express provisions of this Agreement.
B. **Employer Discretion:** Nothing in this Agreement will be construed to limit or impair the right of the Employer to exercise its own discretion on all the following matters when it may determine it advisable to do or change any of the following:
    a. To manage it business generally.
    b. To hire, layoff, assign, promote and evaluate employees.
    c. To determine the qualifications of employees.
    d. To discipline, demote, suspend, or discharge an employee for just cause.
    e. To determine the schedule of work and assign work.
    f. To establish new job descriptions, abolish or change existing job descriptions, subject to Article 1.

g. To increase of decrease the number of jobs subject to Massachusetts General Laws, Chapter 150E.
h. To regulate or change services, materials, processes, products, or equipment.
i. To contract for or subcontract any of its operations or services.
j. To decrease or increase the number of working hours per day or per week subject to Article 4.
k. To determine when training or schooling is necessary or justified and which employees will attend.
l. To assign overtime work subject to Article 4.
m. To establish, mend or modify work rules which will not be effective until the Union is given a copy, or until the stated effective date, whichever is later.

C. **Exclusive Rights:** The Employer reserves the right to determine all case of promotion, classification, assignment, or transfer of any employee subject to the stipulation of this article.

D. **Union Agreements:** The union specifically agrees that the exercise of the rights under this Article and the effect of such exercise on either the employees or the Union will not be subject to any further bargaining during the term of this Agreement. The Union also agrees that the exercise of the above rights and its effect on employees is not subject to the grievance or arbitration provisions of this contact unless it is alleged that such action by management violates a specific Article of Section of this contract.

ARTICLE 3: EMPLOYEE RIGHTS

A. Union Membership: The parties agree not to interfere with the rights of any employee to become a member of the Union, withdraw from the Union or refrain from becoming a member of the Union.

B. Any authorization for deductions shall be on the form provided by the union (copy attached). Each employee who elects not to join or maintain membership in the union may voluntarily pay a service fee to the union in any amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received.

C. **Discrimination:** There shall be no discrimination by either party against any employee covered by this Agreement by reason of race, creed, color, national origin, sex, age, physical handicap, political affiliation, Union membership or activity, or lack of Union membership or activity; provided that no action will be considered a violation of this section unless the conduct also violates applicable federal or state law.

D. **Coercion:** The Union specifically agrees that neither it nor any of its officers or members will intimidate or coerce any employee or group of employees into membership in the Union. It is understood that the town has the right to discipline or discharge any employee engaging in, participating in, or encouraging such action that is in violation of this Section.

E. **Rules of Interpretation:** The Town specifically agrees that neither it nor any of its official representatives will intimidate or coerce any employee or group of employees to refrain from joining or becoming a member of the union. If the Town receives written notice from the Union that any official representatives of the Town are intimidating or coercing any employee or group of employees to refrain from joining the Union, the Town will investigate such allegation and, if true, the Twon will make every effort to prevent and eliminate all such action.

F. **Agreement/Personnel Bylaws:** Shen a conflict exists between the language of this Agreement and the Town law, ordinance, resolution, rule, or regulation over which the Town Administrator has no amendatory power, this contract shall prevail until the Town Meeting enacts the necessary amendments to eliminate the conflict.

G. **Prevailing Agreement:** The Town has promulgated Personnel Polices. The Town agrees that should there be a conflict between the Personnel Policies and this Agreement, this Agreement shall prevail. It is specially agreed by the Union that where no conflict exists, the Town personnel By-Laws shall govern.

ARTICLE 4: HOURS OF EMPLOYMENT AND OVERTIME PAY

Regular Shift: A regular shift shall consist of not more than eight (8) hours within a twenty-four (24) hour period. Regular shifts will be worked from November 1st to May 1st of each year.

Overtime Work: Wages at one- and one-half times the regular rate of compensation shall be paid for all hours more than forty hours in one week.

The Town shall not, for the purpose of avoiding overtime, modify the scheduled hours of an employee during the remainder of the work week in which the employee has previously worked hours beyond his/her normally scheduled day.

An employee who has left his/her place of employment after having completed work on his/her regular tour of duty and reports back to work prior to the commencement of his/her next scheduled tour of duty shall receive a minimum of three hours pay at his/her regular overtime rate.

Equitable Distribution of Work: The Superintendent or his/her designee shall distribute both regular and overtime work on an equitable basis among employees within the unit subject to their ability and qualification to perform the designated tasks.

On scheduled overtime, the Town will endeavor to balance the distribution.

Employees will be offered overtime either in person or by telephone call.

Volunteer Emergency Services: An employee who is a volunteer with the Town emergency service shall be excused from his/her duties with full pay if he is summoned to respond to an emergency call during normal work hours. The employee shall use discretion when responding to such emergency calls, and the Superintendent shall determine the propriety of the absence.

Bargaining Unit Work: No one outside the bargaining unit shall perform bargaining unit work except under the following conditions: Lack of an adequate number of employees or equipment to perform work, excessive absenteeism, or emergencies.

ARTICLE 5: HOLIDAYS

New Year's Day*	Juneteenth Independence Day	Thanksgiving Day*
Martin Luther King, Jr. Day	Independence Day	Day After Thanksgiving*
President's Day	Labor Day	Christmas Day*
Patriots' Day	Columbus Day	
Memorial Day	Veterans' Day	

New employees will be eligible for paid holidays after thirty days of continuous service.

Holiday Overtime: All employees who work on a PREMIUM* holiday will be paid a rate of two (2x) their regular hourly rate of pay for the actual hours worked in addition to their eight (8) hours of holiday pay at their regular rate. All other holidays will be paid a rate of One and One Half (1.5x) time their regular rate of pay for actual hours worked in addition to their eight (8) hours of holiday pay at their regular rate. In the event of a call back, the employee will be guaranteed at least two hours of paid time for each event or call back.

When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

ARTICLE 6: VACATIONS

Vacation requests shall be submitted to the Highway Superintendent in writing on an approved form supplied by the Department. No vacation time will be granted and confirmed until a copy of the vacation request approval form signed the Highway Superintendent is returned to the employee. Vacation time requests shall be granted at the sole discretion of the Highway Superintendent and considered in the order in which they are received. The Highway Superintendent shall keep a record of all approved vacation request which shall be made available to highway employees upon request.

Tenure in Benefited Position	Annual Vacation Hours
0-6 Months Employment	0 Hours
6 Months – 1 Year Employment	One Week
2-5 Years Employment	Two Weeks
5-15 Years Employment	Three Weeks
16-20 Years of Employment	Four Weeks
21-25 Years of Employment	Five Weeks

Vacation time requests must be taken in the fiscal year in which it was earned. Vacation time of up to one week can be carried over to the next fiscal year with the prior approval of the Board of Selectmen. If an employee voluntarily terminated employment with the Town, the Town will reimburse the employee for any unused vacation entitlement on a monthly pro-rated basis

ARTICLE 7: SICK LEAVE

Each employee will be credited with five (5) sick days beginning July 1st. Five (5) additional days will be granted with a note from the doctor. Up to five (5) sick days will roll over to the next fiscal year if unused accumulating no more than ninety (90) days total.

Accrued sick leave is not paid to an employee at separation or termination of employment.

ARTICLE 8: PERSONAL LEAVE

Benefited employees earn two (2) personal days per year. Personal days may be taken in hourly increments. Personal days must be taken in the year in which they are earned. Unused personal days expire at the end of the year. A new employee will be awarded one (1) prorated personal day during his/her first year of employment. Personal days may not be used by a new employee during his/her introductory period.

Employees should provide as much notice as possible when requesting personal time.

Accrued personal days are not paid to an employee at separation or termination of employment.

ARTICLE 9: JURY DUTY

An employee shall be entitled leave for jury duty and shall be paid an amount equal to the difference between his/her wage for the basic work week and the amount received from the court upon presentation of evidence of the amount paid by the court. If the employee is excused from jury duty prior to reporting for jury duty on a specific day, said employee is required to report to work. If an employee is required to report for jury duty for any part of the day, said employee will not be required to report to work for the remainder of the day.

ARTICLE 10: BEREAVEMENT LEAVE

Benefited employees are entitled to five (5) consecutive days, prorated, because of a death in their immediate family. Immediate family is defined as spouse, parents (including stepparents), child (including stepchildren).

In the event of the death of an employee's sibling (including stepsibling), Mother in-law, father in-law, grandmother, grandfather, brother in-law, sister in-law or grandchild, three (3) consecutive days shall be granted.

In the event of the death of an aunt, uncle or a person living in the employee's immediate household, one (1) working day shall be granted.

ARTICLE 11: WAGES

Employees will receive a 2% increase for Fiscal Year 2023, Fiscal Year 2024, and Fiscal Year 2025.

Longevity Bonus: Annual Longevity bonuses will be paid out beginning in year five (5) of service to the Town of Cheshire. Payouts will increase annual by $100 per year of service. Payments will be made during the first payroll in June of the fiscal year in which the employee earns the bonus.

Year Five (5)	$100
Year Six (6)	$200
Year Seven (7)	$300
Year Eight (8)	$400
Year Nine (9)	$500
Year Ten (10)	$600
Year Eleven (11_	$700
Year Twelve (12)	$800
Year Thirteen (13)	$900
Year Fourteen (14)	$1,000
Year Fifteen (15)	$1,100
Year Sixteen (16)	$1,200
Year Seventeen (17)	$1,300
Year Eighteen (18)	$1,400
Year Nineteen (19) & Subsequent Years	$1,500

ARTICLE 12: INSURANCE

Health

The Town offers health, dental, and life insurance policies to all eligible employees. Please contact the Treasurer for plan options and rates. For health and dental insurance, the Town pays seventy-five percent (80%) of the insurance premium, with the Employee responsible for the remaining thirty-five percent (20%). These percentages are subject to change at any time by the Board of Selectmen, last voted October 31, 2017.

Plan	Employee Contribution %	Town Contribution %
BCBS Network Blue Deductible	20%	80%
BCBS Dental Blue	20%	80%
BCBS PPO	50%	50%

Life

A $10,000 life insurance policy administered by Boston Mutual Life Insurance is available to all town officials (full time, elected and part-time). The Town will pay 100% of the cost of the life insurance policy for employees of the Highway Department.

Short Term Disability

The Town will pay 80% of the cost of a short-term disability plan recognized by the Town, should an employee choose to participate. Should an employee choose to participate said employee will contribute 20% of the cost of the Town recognized plan.

ARTICLE 13: INJURY IN THE COURSE OF EMPLOYMENT

Workers Compensation: So long as an employee is receiving benefits under the provisions of Section 34, 35 or 35A of Chapter 152 of the General Laws of the Commonwealth of Massachusetts, such employee may use, on a prorated basis, the accumulated sick leave, provided however that the compensation resulting therefrom shall not, when combined with payment begin received exceed 100% of the average weekly wage of such employees ad determined for the purposes of Chapter 152. Notwithstanding the foregoing, the maximum amount payable to the Town is an amount equal to the number of such employee's accumulate sick leave days multiplied b such employees daily base rate of compensation.

General Policy: Each day of absence from work for which an employee receives compensation under the Article shall not be deemed, for the purpose of Article 7, a day absent because of illness and an employee shall be compensated under the provisions of this Article rather than under any other provision set forth in this Agreement. However, the accumulated number of days under Article 7 available to an employee shall be reduced by an amount equal to the total sum paid to an employee under this Article divided by the employees daily base rate of compensation.

ARTICLE 14 : DISCIPLINE, DISCHARGE, SUSPENSION AND DEMOLITION

The Town shall have the right to discipline, discharge, suspend and demote non-probationary employees for just cause, but not otherwise. Within twenty-four hours after discipling, discharging, suspending or

demoting and employee, the employee shall be given a written statement containing all the facts upon which the Town or the Superintendent, as the case may be, premised its or his conclusion that such actions is for "just cause" and not other facts may be relied upon by the Town and the Superintendent at any subsequent proceeding pertaining to such discipline, discharge, suspension or demotion.

The employee may submit such action of discipline, discharge, suspension or demotion to grievance and arbitration under the provisions of Article 15.

ARTICLE 15: GRIEVANCE AND ARBITRATION

Definition: a grievance is a claim based upon an event or condition which involves the interpretation, meaning, or application of this Agreement.

Level One: An employee with a grievance will present it, in writing, within 30 days or the occurrence of the event or knowledge of the event to the Highway Superintendent.

Level Two: If the grievance is not resolved at Level One within fourteen (14) days after submission to such level, the employee, through the Union Steward, may then present the grievance in writing to the Town Administrator within an additional ten (10) days.

Level Three: If the grievance is not resolved at Level 10 within ten (10) days after submission at such level, the employee, through the Union Steward, may then present the grievance in writing to the Board of Selectmen with an additional ten (10) days.

Level Four: If the grievance is still not resolved the Union may submit the matter to arbitration.

Written Decisions: All decisions rendered at Levels One (1), Two (2) and Three (3) will be in writing, setting forth the decision and the reasons for the decision and will be transmitted promptly to the employee and the Union.

Arbitration: The Union and the Town will agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, each party may request the designation or an arbitration by the Labor Relations Connection.

The cost of the services of the arbitrator will be born equally by the Town and the Union.

The arbitrator will confer with the representatives of the Town and the Union and hold hearings and will issue a decision as soon as possible. The arbitrator's decision will be in writing and will set forth the finds of fact, reasoning, and conclusions on issues submitted. The decision of the arbitrator will be final and binding upon the parties, except that the arbitrator shall make no decision with alter, amends, add to or detracts from this Agreement, or which recommends a right of relief for any period prior to the effective date of this Agreement, or which requires the commission of an act prohibited by law.

The arbitration hearing will take place in the Town of Cheshire, Massachusetts, unless both parties agree to another designated place.

ARTICLE 16: WORK CLOTHES AND LICENSES

The town shall pay the full cost of a clothing allowance on a rental basis with an outside vendor for all employees employed for six months or longer.

The Town shall pay for the full cost of all work-related licenses, certifications, continuing education, and medical test (not covered through employee health insurance) necessary for the carrying out of the normal Highway Department duties.

All employees will receive a yearly boot allowance of $250.

ARTICLE 17: PROBATION

Each employee shall service an initial one (1) year probationary period, which will be utilized for evaluating an employee's performance and adaptability to the position. During this time, the employee will be evaluated every three months. At any time during the probationary period the newly hired employee may terminated with the right to grievance or arbitration.

Yearly evaluations will be conducted by the Highway Superintendent using a standardized format, a copy of which will be provided to the employee.

ARTICLE 18: DURATION OF AGREEMENT

This agreement shall remain in full force and effect commencing on July 1, 2022, continuing through June 30, 2025.

Should a party to this Agreement desire to make amendment to the Agreement, said party will give notice of such intention at least sixty (60) days prior to the expiration of the Agreement. Said notice will be sent by certified mail.

IN WITNESS WHEROF, the parties have executed this Agreement on this ____day of _____, 2022

For the Town of Cheshire	For AFSCME Council 93, Local 204
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Council on Aging (COA)
Coordinator or Director?

Definition
The Coordinator/Director is responsible for performing a variety of duties that require initiative and independent judgment in coordinating and facilitating service programs, supervising volunteers, and assisting and supporting participants.

Supervision
Works under the general supervision of Town Administrator, unless directed otherwise by Town Administrator.

Job Environment
This is a 19 hours/week position with no benefits.

Work is generally performed at the Council on Aging/Community Center, or other community locations, as needed.

Must be proficient with a computer and have strong knowledge of Excel, Word, and My Senior Center software.

Strong abilities to operate a phone system, , relaying of messages and familiarity with standard office machines.

Position requires substantial public contact. Individual must be able to harmoniously work with others and perform job duties in professional and courteous manner.

Has limited access to confidential information. Errors in judgment could result in loss of service to participants, lower standards of service to the participants and negative public relations for the town. Documented errors in judgement may result in termination.

Essential Functions
The essential functions or duties listed below are intended only as illustrations of various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

Plan, organize, coordinate, and manage the day-to-day operations of the Berkshire County, Elder Services Meals on Wheels Congregate meal program, including but not limited to meal preparation and corresponding support services. Assist with the scheduling of senior transportation to and from COA sponsored meals, special events or other appointments.

Plan, organize, coordinate and manage special activities, group outings and special events designed to meet the needs of a senior based population. Assure that all activities, outings and events are fully planned, and that all relevant details have been identified and accounted for in advance. Survey seniors regarding their interests/needs and implement corresponding programs.
Recruit, train and oversee volunteers assisting with meal program, activities, outings and events. Maintain volunteer database and track volunteer hours.

Promote awareness of meal program, activities, outings and events through flyers, press releases, public service announcements, COA newsletters and other means to keep attendance high.

Maintain current list of participants in meal program, and participation rates in activities, outings or special events. Track participant phone numbers and emergency information, as appropriate.

Exhibit constant level of discretion pertaining to access to private, participant information. Strict adherence to confidentiality policy is paramount.

Maintain documentation needed for the annual report to the Executive Office of Elder Affairs and assure that COA instructors and participants are kept informed of all changes.

Oversees all accounting for the various Council on Aging Accounts.

Must possess working knowledge of Senior Tax Relief Program. Capable of maintaining files and explaining program to residents by phone, or in person; responsible for mailing program information to qualifying residents.

Assist in the organization of the annual Volunteer Recognition Luncheon including date selection, mailing of invitations, organization of speaker(s) and other guests.

Decorate for special events, holiday related events and maintain seasonal decorations.

Attend conferences and workshops when appropriate.

Perform other duties as assigned by Town Administrator.

Physical Requirements

Frequent physical activity throughout the workday is required including ability to reach, stand and walk for long periods of time. There will be an occasional need to climb, balance, stoop, kneel, or crouch.

Must occasionally lift and/or move more than 50 pounds, and occasionally assist in maintaining safe access to the Senior Center by keeping entry walkway clear of snow, ice, or other hazards.

Must possess strength and agility to participate in carrying out all activities, including exercise.

Must be able to hear well and record phone messages accurately. All physical senses i.e., smell, sight, etc., must be adequate.

Recommended Minimum Qualifications

Education and Experience

Associate Degree in service-related field and 1-3 years of experience training and leading volunteers and/or experience developing and facilitating programs for seniors preferred; however, any equivalent combination of education and experience will be considered.

Knowledge, Ability and Skill

Demonstrated planning, analytical and customer service skills required

Strong interpersonal and managerial skills necessary to establish and maintain effective working relationships with peers, program participants and volunteers.

Capacity to communicate clearly and effectively, both orally and in writing.

Special Requirements
Possession of a valid, Massachusetts State Driver's License is required.

A clean Massachusetts C.O.R.I. is required in accordance with Massachusetts General Laws is also required.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the position change.

The Town of Cheshire is an Equal Opportunity Employer.

The Town of Cheshire, the present holder of a real property lien on the property located at 41 Railroad Street, Cheshire, MA 01225, Berkshire County, Massachusetts (the "Premises"), pursuant to a grant through the FY18 CHESHIRE CDBG HOUSING REHABILITATION PROGRAM to Thomas and Elizabeth Simken, dated May 18, 2020, and recorded on October 21, 2020, in the Berkshire Northern District Registry of Deeds in Book 1729, Page 726 ("Real Property Lien"), for no consideration paid, by a vote of its Selectboard, hereby subordinate the Real Property Lien and its obligations secured thereby to a mortgage covering the Premises given by Mortgage Electronic Registration Systems (MERS) as nominee for LOANDEPOT.COM, LLC, dated _____, in the original principal amount of Thirty Two Thousand, four hundred, ninety dollars and no/ 100 ($32,490.00) ("New Mortgage") recorded in the Berkshire Northern District Registry of Deeds in Book Page to the same extent as if the New Mortgage had been executed and recorded before the execution and recording of the Real Property Lien.

Executed as a sealed instrument this ____day of May 2022, by Jennifer Morse, Town Administrator of Cheshire.

_____
Jennifer Morse, Town Administrator

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

On this ____ day of May 2022, before me, the undersigned notary public, personally appeared Jennifer Morse, Town Administrator proved to me through satisfactory evidence of identification, which was to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

_____
, Notary Public

My Commission expires:

JOHN DEERE Extended Warranty

Extended Warranty Proposal

PowerGard™ Protection Plan

CONSTRUCTION
Date : May 24, 2022

Machine/Use Information		**Plan Description**		**Price**	
Manufacturer	**JOHN DEERE**	Plan Type:	Extended Warranty	Deductible:	$ 0
Equipment Type	CONSTRUCTION	Coverage:	Power Train And Hydraulics	Quoted Price	$ 0.00
Model	310HL	Total Months:	36		
Country	US	Total Hours:	2000		
MFWD/Tracks	N				
Scraper Use					

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products,and may be purchased at any time before the product's Standard Warranty,or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

Customer Name - Please Print

Customer Signature

I have been offered this extended warranty and

☑ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintainance or high wear items,or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.

JOHN DEERE

Selling Equipment

UNITED Construction & Forestry

Quote Id: 26756166 **Customer:** CHESHIRE HIGHWAY DEPARTMENT

9210	Left Side Console Storage with Cup Holders	1
9505	Full MFWD Driveshaft Guard	1
9515	Diagnostic Oil Sampling Ports	1
9916	Radio, Bosch Premium Package	1
9920	Exterior Rear View Mirrors (2)	1
9970	Seat, Cloth Air-Suspension - Heated	1
	Dealer Attachments	
	Wain Roy Fixed Coupler	1
	24" Digging Bucket	1

JOHN DEERE

Selling Equipment

UNITED Construction & Forestry

Quote Id: 26756166 **Customer:** CHESHIRE HIGHWAY DEPARTMENT

JOHN DEERE 310SL HL BACKHOE LOADER

Equipment Notes: **Municipal Lease**
3 Annual Payments @ 42,940.00
4 Annual Payments @ $32,946.00
5 Annual Payments @ $26,960.00
6 Annual Payments @ $22,976.00
$1 Buyout at end of lease
*** Payments are estimated**

Hours:
Stock Number: order

Code	Description	Qty
0A81T	310SL HL BACKHOE LOADER	1
	Standard Options - Per Unit	
170K	JDLink™	1
1065	John Deere PowerTech™ EWL 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions	1
2035	Cab	1
2401	English Decals with English Operator and Safety Manuals	1
3095	Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential Autoshift Transmission	1
4464	Galaxy 19.5L - 24 in. 12 PR Rear & 12.5/80-18 10PR Front	1
5285	Pilot Controls, Two Lever, with Pattern Selection	1
5400	Less Coupler - Less Thumb	1
5600	Less Backhoe Bucket with Bucket Pins	1
6020	Extendible Dipperstick	1
6230	Auxiliary Hydraulic with One & Two Way Flow (Hammer & Thumb/Swinger)	1
7025	Two-Function Loader Hydraulics, Single Lever	1
7641	1.25 Cu. Yd. (.96 Cu. M.) 86 in. (2.18 m) Wide Long Lip Bucket with Bolt On Cutting Edge and Skid Plates	1
8455	750 Lb. (340 kg) Front Counterweight	1
8685	Dual Maintenance Free Batteries With Disconnect and Jump Post	1
9045	Chrome Exhaust Extension	1
9080	Engine Coolant Heater	1
9115	Auto Ride Control	1

JOHN DEERE

UNITED Construction & Forestry

Quote Summary

Prepared For:

CHESHIRE HIGHWAY DEPARTMENT
6 MAIN ST
CHESHIRE, MA 01225

Prepared By:

CHRIS KOKOSA
United Construction & Forestry
1620 Page Blvd (rt 20)
Springfield, MA 01104
Phone: 413-543-5595
christopher.kokosa@ucfne.com

Quote Id:	26756166
Created On:	24 May 2022
Last Modified On:	24 May 2022
Expiration Date:	06 June 2022

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 310SL HL BACKHOE LOADER	$ 123,753.20 X	1 =	$ 123,753.20
Extended Warranty			
Extended Warranty, 310HL, Power Train And Hydraulics, 2000 Total Hours or 36 Total Months, $0 Deductible			
Equipment Total			**$ 123,000.00**

Quote Summary	
Equipment Total	$ 123,000.00
Filing / Origination Fees	$ 0.00
SubTotal	$ 123,000.00
Est. Service Agreement Tax	$ 0.00
Total	$ 123,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 123,000.00**

Salesperson : X _____ **Accepted By : X** _____

Northeast Fabricators & Mechanical Services, LLC
401 South Street • P. O. Box 374 • Dalton, MA 01227
Phone: 413-442-6475 • Fax: 413-442-8429

May 23, 2022

Cheshire Highway Department
6 Main St
Cheshire, MA 01225.

Attn: Bob Navin

Reference: Loader repair

Northeast Fabricators & Mechanical Services, LLC is pleased to provide an estimate for the required labor and material to make the necessary repairs to the rotted steel sections on the loader cab.
We are estimating 120-150 hours to complete the project. All steel to be epoxy painted.

Estimate based on 150 manhours of work, including materials is $18,300.00
Actual cost would be billed out on a time and material basis.

We are estimating it would take 4-5weeks to complete the work.

NFMS will supply labor and tools to complete this project as describe above.

Any and all work done beyond the specified work-scope will be an extra. No extra work will be performed unless approved by a CHD. representative.

Thank you for the opportunity to quote your work and we look forward to working with you in the future.

888.983.7847 / www.conequip.com
2712 West Ave / Newfane, NY 14108

Estimate For: ROBERT NAVIN

Bill to:
ROBERT NAVIN
,

Ship to:

Estimate Information

Estimate Date:	May-20-2022	**Make:**	Deere
Estimate Number:	440084	**Model:**	310SG
Total Amount:	**$725.00**	**Serial Number:**	t0310sg926789
Parts Specialist	**Bryan Hurley**	**ESN:**	

Part # / Details	Description	Condition	Item Price	Quantity	Amount
AT317805-CE	Tank - Fuel	Good Used	$725.00	1	$725.00
FREIGHT/SHIPPING-CE	Shipping	Shipping/Duties	$0.00	1	$0.00

Additional Charges May Apply for: Limited Access, Residential Delivery, Import Fees, and / or Lift Gate Service. These items may be billed after delivery of the product.

Total **$725.00**

1. Claims based on defective materials or workmanship must be made within the limited warranty period. ConEquip Parts & Equipment will not be held liable for any consequential damages in connection with defective materials.
2. Sold as is. No warranty expressed or implied beyond 30 days unless otherwise stated in writing. All warranties are parts only unless otherwise stated. ANY PART OPENED, ALTERED, REPAIRED, OR CHANGED IN ANY WAY WITHOUT CONEQUIP PARTS PRIOR WRITTEN APPROVAL VOIDS ANY WARRANTY.
3. All warranty returns are subject to warranty testing and inspection. All refunds are determined based on results of warranty testing and inspection.
4. If any Hydraulic Component(s), Turbo(s), Fuel, Cooling Component(s)(Any) and/or part(s) is replaced, The hydraulic system be flushed properly, and filters replaced before installation of component(s) and/or part(s). Warranty is voided if not completed.
5. Any engine related components and/or assemblies must follow correct OEM manufacturer guidelines. Part(s)/assembly(ies) installed must be in accordance with the latest version of the OEM workshop and OEM installation manuals. All lubricants, fuel and coolant used must be to the OEM specification.
6. All returns require authorization from ConEquip Parts LLC and may be subject to a minimum 15% restocking fee. All return requests must be done within 14 days of part(s) being delivered unless otherwise noted on invoice. All refunds are determined based on results of testing and inspection. Standard refunds can take up to 30 days, and core refunds can take up to 60 days due to the inspection process. Refunds are processed on Fridays.
7. All cores must be returned within 30 days from the date of invoice unless prior authorization from ConEquip Parts LLC.
8. Freight Charges and accessorial fees are NON-REFUNDABLE. DISCLAIMER: Only standard freight charges shown. Additional accessorial charges may apply for (but are not limited to) Lift-Gate and Residential/Limited Access service and non-continental US deliveries.
9. All manufacturers names, symbols and descriptions are used for reference purposes only and do not imply the parts listed are the products of manufacturers.

RENTALS***** PITTSFIELD LAWN & TRACTOR, INC. *****RENTALS

2022 413-443-2623 2022

WEIGHT	EXCAVATORS	DAY	WEEK	MONTH
2,400	O8	$250	$880	$2,200
3,800	17	$300	$990	$2,500
8,000	35 / 40	$350	$1,300	$3,000
10-12,000	50 / 55	$440	$1,500	$3,300
18,000	80 / 308	$550	$1,700	$3,700
22,000	100	$575	$1,900	$4,500
27-30,000	311 / 312 / 140	$675	$2,300	$5,500
38-40,	316 / 160	$700	$2,500	$6,000
45-48,000	210 / 320	$770	$2,700	$6,500
52-57,000	225 / 324	$880	$2,900	$8,000
75-80,000	300 / 336	$1,200	$3,300	$9,500
50,000	50ft Long Reach		$3,500	$10,000
60,000	60 FT Long Reach		$4,500	$11,000
	EXC. w/ HAMMER			
8,000	35	$550	$2,000	$4,200
10-12,000	45 / 55	$700	$2,200	$6,000
18,000	80	$900	$3,000	$7,000
22,000	100	$1,200	$3,300	$8,000
30,000	312 / 140	$1,700	$4,400	$10,000
54-55,000	225 / 260	$2,200	$5,500	$12,000
75-80,000	328	$2,500	$6,600	$17,000
	DOZERS			
16,000	D3 / 450	$500	$1,500	$3,500
19-21,000	650 / D5	$550	$1,700	$4,400
28,000	D51 / D6K	$660	$2,200	$5,500
45,000	D6T / D6N	$880	$3,000	$8,000
57,000	D7 (2 Day Minimum)	$1,000	$4,000	$11,000
	SKIDSTEERS			
6,000	T450	$300	$1,100	$2,600
8,000	SLV 60 / T595 / 259	$350	$1,300	$3,000
9-10,000	SLV75 / 289	$440	$1,500	$3,500
10-12,	T770 / SVL97	$500	$1,600	$4,000
13,000	T870	$550	$1,700	$4,400
8-9,000	TIRES	$350	$1,300	$3,000
2,600 ,	MT100	$275	$1,000	$2,500
	MT Breaker/Auger	$125	$500	$950
	WHEEL LOADERS			
8,000	MINI LOADER	$400	$1,300	$3,500
26-30,000	544 / KAW 65 2.5-3cy	$550	$2,200	$5,500
30-40,000	320 / 644 3-4cy	$650	$2,500	$6,000
55,000	WA 480 / 966	$1,000	$3,000	$9,000
	ROLLERS			
2,500	1 TON DBL DRUM	$300	$1,000	$2,500
6-7,000	3-4 TON DBL DRUM	$400	$1,300	$3,000
10,000	5 TON RUBBER TIRE	$400	$1,400	$3,300
14,000	7 TON RUBBER TIRE	$440	$1,500	$3,500
24,000	12 TON RUBBER TIRE	$550	$1,600	$4,400
	TRACK/HAUL TRUCK			
5,000	C30 TRACK DUMP	$440	$1,600	$4,500
12,000	C50 TRACK DUMP	$550	$2,200	$5,500
22,000	MST 1500 TRACK DUMP	$770	$2,700	$7,700
30,000	MST 2200 TRACK DUMP	$880	$3,300	$9,500
35;000	RT14 TRACK DUMP	$990	$4,200	$11,000
40,000	25/30 TON HAUL TRUCK	$900	$3,300	$9,000
66,000	40 TON HAUL TRUCK	$1,000	$4,400	$11,000
11,000	TA9 FRONT DUMP	$400	$1,400	$3,300

	DAY	WEEK	MONTH
MAN LIFTS			
19/20 FT INDOOR SLAB LIFT	$150	$400	$1,000
26 FT INDOOR SLAB LIFT	$180	$450	$1,200
33' ROUGH TERRIAN 4X4 SISSOR	$300	$950	$2,300
34' ARTICULATING w/JIB	$300	$950	$2,300
40' 4X4 BOOM LIFT	$350	$1,100	$2,600
45' ARTICULATING w/JIB	$400	$1,200	$2,800
46' BOOM LIFT	$400	$1,200	$2,800
60' BOOM LIFT	$500	$1,500	$3,000
66' BOOM LIFT	$660	$1,800	$4,000
80' BOOM LIFT	$770	$2,000	$5,000
MATERIAL LIFT			
FORK TRUCK	$400	$1,200	$2,800
18' MATERIAL LIFT (5k)	$440	$1,100	$2,500
42' MATERIAL LIFT (6-8k)	$500	$1,300	$3,000
43' MATERIAL LIFT (9k)	$550	$1,400	$3,500
55' MATERIAL LIFT (10-12k)	$700	$2,000	$5,000
TRACTORS & ATTACHMENTS			
35 to 40 HP JOHN DEERE	$300	$1,100	$2,800
YORK RAKE	$100	$250	$650
COMPACTION EQUIPMENT			
RAMMERS	$100	$400	$800
PLATES	$100	$400	$800
SMALL REVERSE PLATE	$150	$450	$900
SKIDSTEER ATTACHMENTS			
BOBCAT POST HOLE DIGGER	$200	$500	$1,500
GRAPPLE BUCKET	$200	$500	$1,500
SWEEPER	$200	$800	$1,500
FORKS	$100	$250	$600
POWER RAKE	$500	$1,500	$4,000
AIR COMPRESSOR	$300	$900	$2,600
PUMPS			
3 INCH CENTER TRASH PUMP	$100	$300	$500
DIAPHRAM TRASH PUMP	$100	$300	$500
4 INCH CENTR TRASH PUMP	$200	$450	$1,000
LIGHT TOWER / GENERATOR	$150	$350	$550
HAND HELD EQUIPMENT			
GENERATOR	$100	$400	$700
CUT OFF SAW	$100	$400	$700
SCREEN PLANTS			
SCM-27 (2 Day Minimum)	$400	$1,400	$3,500
SCM-40 (2 Day Minimum)	$600	$2,000	$5,000
SCM40-C (Week Minimum)		$2,500	$6,500
UTILITY VEHICLE			
MULE / GATOR	$220	$550	$1,700
ROAD SWEEPER	$500	$1,500	$4,000
ROAD GRADER	$900	$2,200	$5,500
BACKHOE			
310 / 420 (17-18,000)	$550	$1,700	$4,000