TOWN OF CHESHIRE

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

WWW.CHESHIRE-MA.GOV

OFFICE OF THE BOARD OF SELECTMEN

Meeting Minutes – June 7, 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 June 7, 2022, at 6:30 PM.

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

Members Absent: Shawn McGrath

Others Present: Jennifer Morse, Town Administrator; Tim Garner, Police Chief; Mike Alibozek, Police Sergeant; Adam Healey; Claude Jean -Calixte; Robert Navin, Highway Superintendent; Liseann Karandisecky; Corey McGrath, Facilities Maintenance; Peter Traub; Lynn Melchiori; Mark Biagini; Mary Ellen Baker, Cheshire Library Association; Karen Drain, Cheshire Library Association; Aimee Casey, Cheshire Library Association; Rebecca Herzog, Treasurer

Summary of Votes Taken:

- Vote to hire Adam Healey as Harbormaster 4-0
- Vote to hire Claude Jean-Calixte as a Part Time Police Officer 4-0
- Vote that effective July 1, 2022, the Cheshire Library Association will be responsible for their own payroll and accounting services based on town counsel opinion. 4-0
- Vote to remove the "Christmas Tree" from Town Common 4-0
- Vote to authorize the Town Administrator to sign the WRAP contract 4-0
- Vote to sign the BRTA- MAP Contract for FY23 4-0
- Vote to approve the one-day liquor licenses for the Cheshire Rod & Gun Club for June 11, 2022; June 18, 2022, and June 25, 2022. 3-0-1
- Vote to adjourn the meeting at 9:00 PM 4-0

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

Department Updates

a. Police Chief re: Harbormaster, PT Officer, and Animal Control Officer

Chief Garner joined to the board and introduced Adam Healey of Willow Cove and recommended him for the Harbormaster Position stating that he is a great asset to the department with a police, fire and EMT

background. Chief noted that former Harbormaster Paul Maloney is willing to train Adam. The board recognized his impressive resume.
A motion was made by M. Francesconi and seconded by R. Killeen to hire Adam Healey as Harbormaster
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Yes, J. Levesque- Yes, M. Francesconi – Yes
Motion Carries: 4-0

Chief Garner then introduced Claude Jean-Calixte and recommended him for a part time police officer position noting that he also works in Hinsdale and will be taking the bridge academy next fiscal year, he is also a volunteer fire fighter. The board recognized his impressive resume.
A motion was made by M. Francesconi and seconded by R. DeAngelis to hire Claude Jean-Calixte as a part time police officer.
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Yes, J. Levesque- Yes, M. Francesconi – Yes
Motion Carries: 4-0

Sargeant Alibozek then updated the board regarding the shared services agreement with Adams. He met with the Chief last week, and they will be drawing up the agreement that will include an assessment to the town of $25 per hour with a minimum of two hours for animal control calls. Chief Garner noted that the current budgeted amount is sufficient since the town has only had 10 calls in the last two years and that the budget can be revisited next year.

b. **Facilities Maintenance** – Corey McGrath shared that he and R. DeAngelis attended a preliminary meeting with the Youth Center regarding new mini split heating options for that wing of the school. Currently, he doesn't have enough information to advise the board. R. DeAngelis reminded the board that a meeting needs to be set up with the Youth Center according to the lease before August 1, 2022. Corey also noted that the Youth Center is looking into window replacements. There was further discussion about coordinating projects and the impact on the utilities to run a different heating system. Corey is working on getting quotes from landscaping companies to handle the mowing that the highway department is currently doing.

c. **Library Trustees** - Mary Ellen Baker, Karen Drain and Aimee Casey joined the board to discuss the FY23 budget and employee options. Mary Ellen shared that the open house held earlier this evening was a success with 16 new patrons, 40 people in attendance and a good number of kids signing up for summer reading.
M. Francesconi started by saying that she did not find the audit document that the library was referring to and that the DOR never recommended that the Library Trustees relinquish accounting function on their own. She further noted that the DOR recommended that town counsel provide an opinion which was read into the record dated March 23, 2022: "*I think that a meeting between you and the library would be prudent. I believe that the librarian is an employee of the Association and that her salary should be paid by the Association, assuming that the Association is able to fund it from town and other revenues. I understand the DOR position, which is based on ow the town has treated the librarian position for payroll purposes in the past. In reality, however, she is an employee of the association.* "M. Francesconi said that based on this recommendation she feels like the association needs to take over accounting services for the library. J. Levesque and R. Kileen both agreed.

Mary Ellen said that they have been looking into options and have not found a feasible solution that is why they were requesting an additional year. Further she noted that they have some additional money but that

must watch pennies and they don't know how to manage taking on the payroll at this time. She also shared that they could not find a librarian that would work for the pay and no benefits previously.

There was discussion on the update to the Personnel Policies and the fact that the librarian would be the only town employee who was not following the policies making it a very difficult situation. R. Killeen suggested that the trustees contact CPA's or payroll companies for support. J. Levesque noted that these conversations are hard to have when it is impacting a person benefits and salaries, but the board needs to act in the best interest of the town and not from the heart.

Treasurer Becky Herzog suggested that the trustees reach out to Lynne Lemanski who is familiar with the library as she is a CPA. M. Francesconi said that the town must look at the big picture and go on the recommendation of counsel, that the board is aware of the emails that were sent to the board mistakenly and that being on the Board of Selectmen is not an easy job as members are attacked all the time for doing what is prudent for the town. Mary Ellen then stated that she had to go back to the trustees to discuss further. M. Francesconi said that this conversation could not continue since the board has a clear opinion.
A motion was made by M. Francesconi and seconded by R. DeAngelis that effective July 1, 2022, the Cheshire Library Association will be responsible for their own payroll and accounting services.
Discussion: There was further discussion that the Cheshire Library Association would assess the Town for the funding appropriated.
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Yes, J. Levesque- Yes, M. Francesconi – Yes
Motion Carries: 4-0

d. **Highway Department** – Robert Navin, Superintendent started by sharing that he is short staffed due to the resignation of an employee, staff is spread thin with vacation, and the handling of mowing. Spring grading has been finished and milling will be put into Richmond Hill soon, Sweeping is complete, Pothole patching is continuing, Roadside mowing will start soon but due to time issues the dangerous intersections will be done first. The truck is almost complete and should be delivered in 3-4 weeks. Future includes crack sealing on 8 miles of road including Savoy, Windsor, Wells, Richmond, Dean and School St, guardrail replacement for the gulf area on Route 116 and engineering for the same area. There was discussion on using WRAP funds for crack sealing project which is estimated to cost 55,000-60,000 and replacing only 300 Feet of the guardrail within the gulf area.

West Mountain Road is having some drainage issues and the highway department has been working with the neighbors to try to deal with driveway aprons. Discussion turned to future projects including West Mountain Road paving, Stafford Hill, Route 116, Lanesboro Road, and Fred Mason Road. The Highway Superintendent is aware that a STRAP grant was filed for Ingalls Road/Hutchinson Development. J. Morse brought up 39 Crest Drive and the runoff problems, Bob stated that he had fixed another issue on Crest Drive and will get back up there soon.

Conversation turned to the open position and asked that it be posted soon. J. Morse shared that the job description needs to be updated and approved before posting which will be put on a future agenda. There was a lot of discussion regarding the mowing duties and possible solutions including the hiring of seasonal workers in the future.

R. Killeen asked if the concrete pad on Railroad Street for the BRTA new stop would be able to be poured by the highway department. The superintendent said he can make it happen, though ownership needs to be determined prior to the project.

Discussed was the Juneteenth holiday which is observed on Monday June 20, 2022. The Highway Superintendent stated that all the highway workers and himself anticipated having the holiday however their respective contracts do not list that day. There was discussion amongst that board that the contract needs to be followed and that the highway union knew they would not be allowed that day since they requested to have it added to the new contract. The Highway Superintendent brought up that he is not happy with punching a time clock and that is not in his contract. It was noted that the time clock policy is part of the personnel policies which are followed when something is not in a contract, there was discussion regarding contracts and that they would become nonexistent as each one expires since the personnel policies are solid and consistent. Mark Biagini was recognized, and he said that one of the reasons the time clock policy was put into place was to track hours to support increases when requested and R. Killeen noted it is also a tool for accountability.

Board of Selectmen Discussion/Decision Items

a. **Town Common Reconfiguration** – Discussion on removing the "Christmas Tree" from the common to open the space with a possible reconfiguration of the monuments in the future.
A motion was made by M. Francesconi and seconded by J. Levesque to remove the "Christmas Tree" from the common.
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Yes, J. Levesque- Yes, M. Francesconi – Yes
Motion Carries: 4-0

b. WRAP Fund Contract
A motion was made by M. Francesconi and seconded by J. Levesque to authorize the Town Administrator, Jennifer Morse to sign the contract.
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Yes, J. Levesque- Yes, M. Francesconi – Yes
Motion Carries: 4-0

c. FY23 MAP Contract – BRTA Senior Van
A motion was made by M. Francesconi and seconded by J. Levesque to approve the FY23 MAP Contract with BRTA.
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Yes, J. Levesque- Yes, M. Francesconi – Yes
Motion Carries: 4-0

Town Administrator Updates

a. Cheshire Rod and Gun Club – One Day Liquor License approval for June 11, 2022, June 18, 2022, and June 25, 2022.
A motion was made by M. Francesconi and seconded by R. Killeen to approve the one-day liquor licenses for the Cheshire Rod and Gun Club for the dates presented.
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Yes, J. Levesque- Yes, M. Francesconi – Yes
Motion Carries: 4-0

b. Temporary Meals Coordinator – The current COA meals coordinator is leaving the position effective July 1, 2022. J. Morse shared that with board permission she would post the position tomorrow, the board agreed.

Public Comments
Rebecca Herzog noted that to hire seasonal employees the town must apply to the State in January/February.

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

The Executive Session scheduled for the meeting will be postponed to Tuesday June 14, 2022.

Respectfully Submitted,
Jennifer Morse
Town Administrator
June 5, 2022

Document List
- **a.** Agenda – June 7, 2022
- **b.** Library Documents
- **c.** BRTA- Map Agreement
- **d.** WRAP Contract
- **e.** Highway Superintendent Report

Approved: June 14, 2022

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

Board of Selectmen

Meeting Agenda – June 7, 2022
6:30 PM

Cheshire Elementary School – Green Room

1. *Open Meeting – Introductions – Pledge of Allegiance*
2. *Department Updates*
   - ***a.*** *Police Chief re: Harbormaster Position, PT Police Officer, Animal Control Officer*
   - ***b.*** *Library Trustees re: FY23 Budget and Employee Options*
   - ***c.*** *Highway Department*
   - ***d.*** *Buildings*
3. *Board of Selectmen Discussion/Decision Items*
   - ***a.*** *Town Common Re-Configuration*
   - ***b.*** *WRAP Fund Contract*
   - ***c.*** *FY23 MAP Contract*
4. *Town Administrator Updates*
5. *Announcements from Board Members*
6. *Public Comment*
7. *Any other business not reasonably anticipated 48 hours prior to the meeting.*
8. *Executive Session - MGL Chapter 30A, Section 21(a) Reason 3 – To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body. Warner vs. Town of Cheshire.*

Submitted and posted by: Jennifer Morse – Town Administrator 6/2/22 @ 4:25 p.m.

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

Jennifer Morse

From: Attorney Edmund St. John III <estjohn3adams@roadrunner.com>
Sent: Wednesday, March 23, 2022 2:57 PM
To: Jennifer Morse
Subject: RE: Library

Jenn.

I think that a meeting between you, the board and the library would be prudent. I believe that the librarian is an employee of the Association and that her salary should be paid by the Association, assuming that the Association is able to fund it from town and other revenues. I understand the DOR position, which is based on how the town has treated the librarian position for payroll purposes in the past. In reality, however, she is an employee of the Association.

I don't believe having a personnel bylaw that includes the librarian position would be legal because the Association and its board and employee constitute a private foundation.

Ed

The information contained in this electronic message is attorney privileged and confidential information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original of this transmittal to use at the address below via the US Postal Service. Thank you.

Edmund R. St. John, III
Attorney at Law
2 Center Street, Box 228
Adams, MA 01220
413-743-0990
email: estjohn3adams@roadrunner.com

From: Jennifer Morse
Sent: Wednesday, March 23, 2022 1:26 PM
To: Attorney Edmund St. John III <estjohn3adams@roadrunner.com>
Subject: Library

Ed,
Your opinion on the library has been shared and we need some clarification on how to proceed.

The DOR opinion is that the IRS considers any person paid through the town payroll system to be a town employee. The Town is responsible for workman's comp insurance,W2's, payroll fees, retirement, and other benefits for the employee.

If the Librarian is not considered a town employee can the Board of Selectmen request that the library take on the employee responsibilities and then pay an "assessment" for the operation of the library?

I believe the other option would be to adopt a personnel bylaw.

Jennifer Morse

From: Bik, Kasey (DOR) <bikk@dor.state.ma.us>
Sent: Friday, May 20, 2022 10:54 AM
To: Jennifer Morse
Subject: RE: Library **EXTERNAL EMAIL**

Hi Jenn,

I've looked through our old recommendations and also consulted my colleagues on prior recommendations specific to library payroll and couldn't come up with anything. Was there a specific municipality FMR that you were referencing?

I again looked into our database of legal opinions and did not find anything different than last time. When it comes to libraries, legal opinion from DLS is usually to refer to your own town counsel for guidance specific to your blyaws and agreements. But, as we discussed before, the town's budget is subject to town meeting approval, regardless of the department. I'm not sure if you're having the same or new issues with the library. Sorry that I can't offer more in the way of past guidance, but let me know f there are anymore specific questions I can try to help with.

Kasey Bik
Project Manager
Financial Management Resource Bureau | Division of Local Services
100 Cambridge Street, Boston, MA 02114
C: 774.571.3877 | W: www.mass.gov/dls

From: Jennifer Morse <jmorse@cheshire-ma.gov>
Sent: Tuesday, May 17, 2022 7:18 PM
To: Bik, Kasey (DOR) <bikk@dor.state.ma.us>
Subject: Library **EXTERNAL EMAIL**

This Message Is From an External Sender
This message came from outside your organization.

Do you know if there was ever a recommendation from DOR in 2000 that the Library payroll should be paid by the Town?

Jennifer Morse
Town Administrator
413-743-1690 x. 18

Town of Cheshire
80 Church Street
PO Box 647
Cheshire, Massachusetts 01225

Highway report 6-7-22

Past month we've been spread thin with vacations, recent loss of employee, and back to handling all the mowing around town. But we have been busy, the spring grading has been finished with issues already on Richmond Hill I ordered 100 ton of screened millings that were delivered today, so weather and time permitting they will be put on worst section on the hill asap.

Contractor was in town past couple weeks so all paved roads have been swept.

We will be continuing with blacktop pothole patching as still some areas to be completed.

Also in the works when time permits we will be starting roadside mowing, due to time issues we will be jumping around some this year as trying to prioritize dangerous areas.

Truck update, finally some news, I drove to Hartford this morning and met with builders as were some questions on final design, coming along great and hope to be in town in near future, estimating around 3-4 weeks.

Part of pavement preservation plan is for about 8 miles of road to be crack sealed this year, the cost projection is 55-60 thousand dollars, will be part of bigger discussion about chapter 90 or WRAP funds, Savoy, Windsor Rd, Wells, Richmond, Dean, School

The guardrail replacement for gulf area came in at just over 95 thousand dollars. Again part of bigger discussion.

I have also been in discussion with BSC Group about engineering this area, they are getting a proposal as well as scope of work together so we can get the $60,000. Released for engineering.

That's my update for this month, now for bigger discussion.....

Possible wrap, crack seal

Guard rails, 2200 feet total

2 sections 200ft, 100ft

West Mountain rd

East main st sidewalk

MASSDOT STANDARD CONTRACT FORM

This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract.

CONTRACTOR LEGAL NAME: (and d/b/a): TOWN OF CHESHIRE	**DEPARTMENT NAME:** Massachusetts Department of Transportation **MMARS Department Code:** DOT
Legal Address: (W-9, W-4,T&C): 80 Church St. Cheshire MA 01225	**Business Mailing Address:** 10 Park Plaza, Boston MA 02116
Contract Manager: Jennifer Morse	**Billing Address (if different):**
E-Mail: jmorse@chesire-ma.gov	**Contract Manager:** Cassandra Gascon
Phone: 413-743-1690 **Fax:** n/a	**E-Mail:** Cassandra.Gascon@dot.state.ma.us
Contractor Vendor Code: VC6000191749	**Phone:** (857) 368-4636 **Fax:** n/a
Vendor Code Address ID (e.g. "AD001"): AD001. **(Note: The Address Id Must be set up for EFT payments.)**	**MMARS Doc ID(s):** 118155 **RFR/Procurement or Other ID Number:** Chapter 42. Section 2E. Acts of 2022.

___ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
__ **Department Procurement** (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
_X_ **Other Procurement Exception:** (Attach authorizing language/justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: , 20 .
Enter **Amendment Amount:** $. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)

__ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception:** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions, Contractor Certifications and the MassDOT Terms and Conditions documents are incorporated by reference into this Contract and are legally binding _X_ **MassDOT TERMS AND CONDITIONS** ___ MassDOT IT TERMS AND CONDITIONS

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00.
_X_ **Rate Contract** (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
__ **Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or ***new*** Total if Contract is being amended). $ _____.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: _X_ agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)
Winter Recovery Assistance Program (WRAP) is for (1) rehabilitation, reconstruction, resurfacing or preservation of roadways and appurtenances; (2) repair or replacement of traffic control devices, signage, guardrails and storm grates or (3) road striping or painting. Funds distributed based on road mileage.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

__ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
_X_ 2. may be incurred as of **July 1, 2022**, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
__3. were incurred as of , 20 , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30 , 2023,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions https://www.mass.gov/doc/massdot-terms-and-conditions-0/download or IT Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: Jennifer Morse . Date: 6/8/22
(Signature and Date Must Be Handwritten At Time of Signature or conform to the MassDOT Electronic Signature Policy, as in effect from time to time)
Print Name: Jennifer Morse .
Print Title: Town Administrator

AUTHORIZING SIGNATURE FOR MassDOT:

X: _____ . Date: _____ .
(Signature and Date Must Be Handwritten At Time of Signature, or conform to the MassDOT Electronic Signature Policy, as in effect from time to time)
Print Name: _____ .
Print Title: _____ .

Issued May 2004

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Jennifer A. Morse

Title: Town Administrator

X Jennifer A. Morse
Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 _____.

My commission expires on:

AFFIX NOTARY SEAL

I, Christine A. Emerson (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

June 8, 20 22.

AFFIX CORPORATE SEAL

Issued May 2004

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: ***Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.***

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Jennifer A. Morse	Town Administrator

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: 6.7.2022

Title: CHAIRMAN BOARD OF SELECTMEN Telephone: 413-743-1690

Fax: Email: mfrancesconi@cheshire-ma.gov

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

AGREEMENT BY AND BETWEEN
THE BERKSHIRE REGIONAL TRANSIT AUTHORITY
AND
Town of Cheshire MA

THIS AGREEMENT, effective July 1, 2022 by and between the Berkshire Regional Transit Authority (hereinafter referred to as the Authority), a body politic and corporate of the Commonwealth of Massachusetts established pursuant to Chapter 161B of the Massachusetts General Laws, as amended, and Town of Cheshire MA hereinafter referred to as the Agency/Town), acting by and through CHESHIRE COA.

WHEREAS the Authority recognizes the need for special transportation services for seniors and individuals with disabilities; and

WHEREAS the Authority and the Agency/Town desire to make available such transportation services to seniors and or individuals with disabilities who cannot utilize the fixed route bus services; and

WHEREAS the Authority has an accessible vehicle, obtained through the State Mobility Assistance Program (MAP), available for use by the Agency/Town; and

WHEREAS the Agency/Town represents that it is fully able and qualified to operate the Authority's accessible vehicle to provide special transportation services to seniors and individuals with disabilities;

WHEREAS the Authority requires those in Safety Sensitive Positions to be included in a zero tolerance Drug and Alcohol policy. The Agency/Town must provide an executed copy of this policy prior to the execution of the contract. Safety Sensitive function means any of the following duties, when performed by employees of recipients, sub recipients, operators, or contractors:

1. Operating a revenue service vehicle, including when not in revenue service
2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
3. Controlling dispatch or movement of a revenue service vehicle
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service
5. Carrying a firearm for security purposes.

WHEREAS The Federal Transit Authority (FTA) requires those in a Safety Sensitive Position (defined above) participate in a drug and alcohol consortium. Testing is done quarterly, and annual reporting is required. (See Reporting).

In connection with the execution of this Agreement, the Agency/Town shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such action shall include, but is not limited to, employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of Pay or other forms of compensation; selection for training, including apprenticeship

No person on the basis of race, religion, color, sex, or national origin shall be excluded from participation, be denied the benefits of, or be subject to, discrimination under any activity provided for by this Agreement.

The FTA Terms and Conditions apply and are incorporated herein by reference.

NOW, THEREFORE, the parties do mutually agree as follows:

SCOPE OF SERVICES

A. Use the Authority's accessible vehicle for transporting seniors and individuals with disabilities within the BRTA member communities (ATTACHMENT A).
B. To the extent possible, provide door to door or curb to curb transportation to those seniors and/or individuals with disabilities living in Cheshire and traveling to/from an Authority-member community
C. ATTACHMENT B to this contract is the current list of Authority-approved Paratransit eligible community residents. The Agency/Town will notify the Authority of persons on this list (ATTACHMENT B) to whom it DENIED service, and why.
D. The Agency/Town shall, in cooperation with the Authority, develop and disseminate information about the availability of the vehicle. The ongoing public information effort should describe the advantages (particularly the lower cost) to using the Agency/Town's service and encourage the community's senior and disabled to use the vehicle in lieu of the Authority's subsidized service. Such promotional efforts will also emphasize the cost effectiveness of the Authority's public bus services serving the community's residents.
E. The Agency/Town shall develop a process by which the Authority vehicle will be used to its maximum potential through effective scheduling of passengers.
F. Travel outside the BRTA member communities and or travel outside normal hours (Weekdays between 8am – 4pm, excluding holidays) will require prior permission from BRTA Administrator to ensure the availability of maintenance and safety personnel in the event of breakdown or emergency.

VEHICLE - The Agency/Town assumes complete liability for the use of the Authority's accessible vehicle under the terms of this Agreement. No sublease for the use of said vehicle shall be executed.

The Agency/Town will have the use of

Vehicle Info	Vin #
2298 2022 Ford E350 Type E	1FDEE3FK2NDC05798

A spare vehicle may be provided it does not conflict with other scheduled vehicle loans. The Agency/Town shall be liable for the complete repair of vehicle and/or property damage resulting from any accidents involving the spare vehicle while under the control of the Agency/Town's employee or representative.

DRIVERS – It is the sole responsibility of the Agency/Town to ensure that any person assigned to operate the vehicle will do so in compliance with all Federal, State, and Local Laws regulating the operation of said vehicle.

A. Provide drivers who are medically examined and certified in accordance with Federal Regulation §391.43 and properly licensed to operate the accessible vehicle as required by the Commonwealth of Massachusetts (ATTACHMENT C).
B. Certificates of all required training received for each driver will be kept at the Agency/Town and be available for inspection upon request by the Authority.
C. All drivers shall be uniformly courteous in their dealings with passengers.
D. Drivers may be required to attend additional seminars, workshops, courses or other educational programs, to educate drivers as to the special needs of senior and disabled passengers, or the special features of the accessible van.

Requirements for all COA Drivers

MassDOT mandates that all vehicle recipients under 5310 and Mobility Assistance Program (MAP) agree to ensure all vehicle drivers, paid and volunteer, receive proper training prior to driving and recertifications

What	When	Renewal
DOT Physical	Prior to any training	Recertification prior to expiration
Pre-employment drug screening	Prior to any training	N/A
Accessible Lift Use and Passenger Securement (formerly Wheelchair Lift & Securement	Prior to operation	Every 2 years
CPR	Prior to operation	Recertification prior to expiration
Defensive Driving (formerly Coaching the Van Driver)	Prior to operation	Every 2 years
Disability Awareness	Prior to operation	Every 3 years
First Aid	Prior to operation	Recertification prior to expiration
Substance Abuse Awareness	Prior to operation	N/A

INSURANCE- Agency/Town will obtain at least the minimum legal limits of automobile collision insurance and automobile insurance and provide Authority with Certificate of Insurance with the following parameters

A. The GREATER of the legal limit or $1,000,000 (one million dollars) combined single limit for bodily injury and property damage
B. With Massachusetts Department of Transportation (MassDOT) as first lien holder and "loss payee"
C. Naming the Authority as an additional insured
D. Notify Authority of any changes made to the Certificate, including coverage limits or cancellation
E. Include REPLACEMENT cost coverage ($70,000) for loaner vehicle(s) (if loaner vehicle is to be provided by Authority)

MAINTENANCE - Will be coordinated between the Town/Agency Director and the Authority's contracted Director of Maintenance.

A. Ensure routine proper care and preventative maintenance of the Authority's accessible vehicle, including but not limited to:
    - Daily Cleaning of interior
    - Weekly Cleaning of exterior
    - Check tire pressure, fluid levels
    - Operation of accessing equipment, including lifts and tie-down locations
    - Inventory of safety equipment and devices
B. Vehicle inspection form must be completed pre-trip using ATTACHMENT D. Completed daily vehicle inspection forms will be maintained by the Agency/Town and available for Authority inspection.
C. The vehicle will NOT be driven if serious safety defects are discovered.
D. Deliver the vehicle to the Authority offices per schedule in ATTACHEMENT E for routine maintenance.
E. Routine maintenance and/or repairs will be coordinated with and performed by the Authority's fixed route service contractor via the Director of Maintenance. Maintenance, fuel, and fluids costs will be borne by the Agency/Town. The Agency/Town will be billed monthly including documentation of services rendered.
F. Agency shall monitor the preventative maintenance measures to ensure that the manufacture's preventative maintenance actions noted in ATTACHMENT F are undertaken through the Authority.
G. In order to expedite tire replacement and/or the repair of certain minor defects, the Agency/Town may request authorization for such work to be done by a third party upon PRE-APPROVAL by the Authority. Request for approval must be made by completing and submitting a "Request for Outside Repair" form. ATTACHMENT G. Upon completed of pre-approved repair work, a copy of the detailed repair order must be submitted via fax or email to the Authority's Director of Maintenance with seven (7) days.

REPORTING - The Agency/Town is required to report to the Authority:

A. IMMEDIATELY CRITICAL EVENT to Safety (Julie Davine 413 386-4040) and Maintenance (Tom Herrmann 413 464-1023)

- **a. Motor vehicle accident with/without Customers on board**
- **b. Falling while getting into or out of the vehicle; whether injury is apparent or not,**
- **c. Falling while in the vehicle; whether injury is apparent or not,**
- **d. Emergency braking of the vehicle or any other Incident that results in tipping over of a wheelchair.**

B. Within 24 hours of CRITICAL EVENT, written accident report must be submitted to Safety (Julie Davine julie.davine@berkshirerta.com)

C. Each **Friday and last day of month** – actual vehicle odometer (ATTACHMENT H) to the Director of Maintenance

D. **Monthly** (8th of month for prior month) submission via email of Trip Tracking data in order for the Authority to comply with MassDOT MAP requirements as well as Federally mandated statistics. ATTACHMENT I to be emailed to Authority CFO.

E. **Annually** with executed contract, latest executed copy of Drug and Alcohol Policy.

F. **Annually** with executed contract as well as upon any change, Certificate of Insurance.

G. **Annually** by July 31 for the prior year, the Agency/Town will complete the Operating Expenses form (ATTACHMENT J).

H. **Annually** IF REQUIRED, by the end of October for the prior year, each Agency shall complete the National Transit Database report (NTD). Authority staff will be available for assistance.

ATTACHMENT K details current contact information

AUTHORITY REQUIREMENTS - Provide the Agency/Town an accessible vehicle that is owned by and will remain the property of the Authority.

A. Register the vehicle with "BRTA" registration plates.

B. Perform and/or authorize all maintenance actions associated with the vehicle. To keep the vehicle in proper safe running condition, all repairs will be performed as needed, other than emergency service or towing.

C. The CHESHIRE COA will receive an annual stipend to be used to offset the vehicle operation expenses. This stipend is estimated to be $4,233.30.

D. Apply removable vinyl lettering on the vehicle to read: "operated by CHESHIRE COA".

TIME OF PERFORMANCE

This agreement shall take effect July 1, 2022 and all services called for by this Agreement shall terminate on June 30, 2023 or sooner as provided for in TERMINATION below.

TERMINATION

A. This agreement is subject to Massachusetts General Laws Chapter 161B, as amended, provided that sufficient funding exists to support this Agreement.
B. The Authority may suspend or terminate this Agreement without prior written notice to the Agency/Town for issues pertaining to safety or treatment of patrons or abuse of the Authority's accessible vehicle.
C. The Agreement may otherwise be terminated by either party with 30 days written notice to the other party.

In witness thereof, the undersigned parties agree to the provisions noted above:

BY:_____ _____

Robert Malnati, Administrator Date

BERKSHIRE REGIONAL TRANSIT AUTHORITY

BY:_____ _____

(Signature) Date

_____

Print name and Title