TOWN OF CHESHIRE

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OFFICE OF THE BOARD OF SELECTMEN

Meeting Minutes – June 14, 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 14, 2022, at 6:30 PM.

Members Present: Michelle Francesconi – Chair
Shawn McGrath – Vice Chair
Jason Levesque
Ray Killeen
Ron DeAngelis

Others Present: Jennifer Morse, Town Administrator; Corey McGrath, Facilities; Peter Traub; Brian Rhodes, Shirley Nye.

Michelle Francesconi called the meeting of the Board of Selectmen to order at 6:36 p.m.

Summary of Votes Taken:

- Vote to enter Executive Session at 6:37 p.m. Roll Call Vote: 5-0
- Vote to allow the Water Dept to settle with Krutiak Logging Roll Call Vote: 5-0
- Vote to hire Mike Alibozek as Police Chief pending negotiations Roll Call Vote: 5-0
- Vote to remove the Board of Selection from the Memorial Day Committee Roll Call Vote: 5-0
- Vote to appoint the FY23 Boards & Committees as discussed Roll Call Vote: 5-0
- Vote to appoint the FY23 Town Employees as presented Roll Call Vote: 5-0
- Vote to appoint Tom Francesconi as Fire Chief to a three-year term Roll Call Vote: 4-0-1
- Vote to sign one year lease of the Elementary School with the Hoosac Valley Regional School District Roll Call Vote: 5-0
- Vote to approve the Consent Agenda as presented Roll Call Vote: 5-0
- Vote to approve Cheshire Rod & Gun Club one day liquor license Roll Call Vote: 4-0-1
- Vote to adjourn at 8:46 p.m. Roll Call Vote: 5-0

Executive Session

*A motion was made by M. Francesconi and seconded by J. Levesque to enter Executive Session at 6:37 p.m. according to 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 **and** 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. Town Water Department Logging Settlement.*

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

The Board entered back into regular session at 7:05 p.m. after the conclusion of the executive session meeting.

Discussion/Decision Items

a. **Water Department Settlement Vote if Necessary** - *A motion was made by J. Levesque and seconded by M. Francesconi to allow the Water Department to accept $3,000 from Krutiak Logging for the trees removed from town property.*
Roll Call Vote: R. DeAngelis- Yes; R. Killeen – Yes; S. McGrath- Yes; J. Levesque – Yes, M. Francesconi - Yes
Motion Carries: 5-0

b. Police Chief Position - *A motion was made by S. McGrath and seconded by M. Francesconi to offer the position to Michael Alibozek pending negotiations.*
Discussion: R. Killeen stated that both candidates were extremely close, and J. Levesque felt as if both were viable candidates however Mr. Alibozek was his preference due to his community experience. There was discussion regarding a Memo of Understanding instead of a contract and the board agreed they have expectations to be discussed. R. DeAngelis noted that Mr. Alibozek also brings to the town experience as a paramedic. It was decided to have an executive session meeting on Tuesday June 21, 2022, at 6:30 p.m. to negotiate the terms of employment for the Police Chief.
Roll Call Vote: R. DeAngelis- Yes; R. Killeen – Yes; S. McGrath- Yes; J. Levesque – Yes, M. Francesconi - Yes
Motion Carries: 5-0

c. Fiscal Year 2023 Appointments

Board/Committee	**Name**	**Term Expiration**
Board of Registrars	Gary Herzog	Term Expires 2025
Council on Aging Member	Liseanne Karandisecky	Term Expires 2024
Council on Aging Member	Barbara Proper	Term Expires 2025
Council on Aging Alternate	Suzanne Boyle	Term Expires 2023
Council on Aging Alternate	Val Tyska	Term Expires 2023
Recreation Committee	Robin Piorot	Term Expires 2023
Memorial Day Committee	Liseanne Karandisecky	Term Expires 2023
Memorial Day Committee	Board of Selectmen	Term Expires 2023
Zoning Board of Appeals Member	Thomas Zappula	Term Expires 2023
Zoning Board of Appeals Member	Dale Grimshaw	Term Expires 2023
Zoning Board of Appeals Member	Stephen Marko	Term Expires 2023
Zoning Board of Appeals Alternate	Robert Balawender	Term Expires 2023
Zoning Board of Appeals Alternate	Jared Martin	Term Expires 2023
Zoning Board of Appeals Alternate	Jeffrey Reynolds	Term Expires 2023
Conservation Commission Membré	Carol Francesconi	Term Expires 2023
Conservation Commission Member	Ron DeAngelis	Term Expires 2023
Conservation Commission Member	Raymond Killeen	Term Expires 2023
Farm Commission	Eric Whitney	Term Expires 2023
Farm Commission	Joseph Wrenn	Term Expires 2023
Historical Commission	Diane Hitter	Term Expires 2025

Historical Commission	Robert Hitter	Term Expires 2025

Board/Committee	**Name**	**Term Expiration**
Historical Commission	Lois Nangle	Term Expires 2025
Greylock Advisory Board	Gary Trudeau	Term Expires 2023
Northern Berkshire Art Council	Art Kaufman	Term Expires 2025
Keeper of the Flags	Steve LaFogg	Term Expires 2023
Keeper of the Flags Alternate	Corey McGrath	Term Expires 2023
Town Perambulator	Barry Emery	Term Expires 2023
Town Perambulator	Rick Salvi	Term Expires 2023
MVP/HMP Core Team	Jennifer Morse	Term Expires 2023
MVP/HMP Core Team	Robert Navin	Term Expires 2023
MVP/HMP Core Team	Corey Swistak	Term Expires 2023
MVP/HMP Core Team	Tom Francesconi	Term Expires 2023
MVP/HMP Core Team	Liseann Karandisecky	Term Expires 2023
MVP/HMP Core Team	Michael Alibozek	Term Expires 2023
NBSWM District Rep.	Amber Lafogg	Term Expires 2023
Emergency Management Committee	Michelle Francesconi	Term Expires 2023
Emergency Management Committee	Shawn McGrath	Term Expires 2023
Emergency Management Committee	Jason Levesque	Term Expires 2023
Emergency Management Committee	Raymond Killeen	Term Expires 2023
Emergency Management Committee	Ron DeAngelis	Term Expires 2023
Emergency Management Committee	CJ Garner	Term Expires 2023
Emergency Management Committee	Travis Delratez	Term Expires 2023
Emergency Management Committee	Corey McGrath	Term Expires 2023
Emergency Management Committee	Tom Francesconi	Term Expires 2023
Emergency Management Committee	Adam Healey	Term Expires 2023
Emergency Management Committee	Jennifer Morse	Term Expires 2023
Citizen Advisory Committee	Mark Biagini	Term Expires 2023
Citizen Advisory Committee	Raymond Killeen	Term Expires 2023

There was discussion regarding removing the Board of Selectmen from the Memorial Day Committee due to the timing of town meeting and the budget process. *A motion was made to remove the Board of Selectmen from the Memorial Day Committee.*
Roll Call Vote: R. DeAngelis- Yes; R. Killeen – Yes; S. McGrath- Yes; J. Levesque – Yes, M. Francesconi - Yes
Motion Carries: 5-0

A motion was made by M. Francesconi and seconded by R. DeAngelis to approve all the board and committee appointments.
Roll Call Vote: R. DeAngelis- Yes; R. Killeen – Yes; S. McGrath- Yes; J. Levesque – Yes, M. Francesconi - Yes
Motion Carries: 5-0

Town Employee Appointments

Position	**Name**	**Term Expiration**
Highway Superintendent	Robert Navin	Term Expires 2023
Tree Warden	Robert Navin	Term Expires 2023
Treasurer	Rebecca Herzog	Term Expires 2023
Town Administrator	Jennifer Morse	Term Expires 2024 *

Chief Procurement Officer	Jennifer Morse	Term Expires 2023
Rent Control Board	Board of Selectmen	Term Expires 2023
Position	Name	Term Expiration
Building Commissioner	Travis Fachini	Term Expires 2023
Zoning Enforcement Officer	Travis Fachini	Term Expires 2023
ADA Compliance Officer	Travis Fachini	Term Expires 2023
Assistant Building Commissioner	Ryan Contenta	Term Expires 2023
Wiring Inspector	George Sweet	Term Expires 2023
Assistant Wiring Inspector	Leslie Rhinemiller	Term Expires 2023
Plumbing/Gas Inspector	Michael Biros	Term Expires 2023
Assistant Plumbing/Gas Inspector	John Burzimati	Term Expires 2023
Fire Chief	Tom Francesconi	Term Expires 2023 *
Assistant Fire Chief	Corey Swistak	Term Expires 2023
Assistant Fire Chief	Jason Mendoca	Term Expires 2023
Assistant Emergency Manager	Corey Swistak	Term Expires 2023
Veterans Agent	Stephen Roy	Term Expires 2023

Discussion on appointing the Town Administrator to a two-year term according to MGL Chapter 41, Section 23A.
Discussion on appointing the Fire Chief to a three-year term according to MGL Chapter 48, section 42.
J. Morse notified the board that the Police Department appointments would be handled at the next regular board meeting on the recommendations of the new Chief.

Discussion on appointing Town Counsel resulted in the Town Administrator doing an RFQ due for legal services due to the increase in fees.

A motion was made by M. Francesconi and seconded by J. Levesque to approve all employee appointments except for Fire Chief.
Roll Call Vote: R. DeAngelis- Yes; R. Killeen – Yes; S. McGrath- Yes; J. Levesque – Yes, M. Francesconi - Yes
Motion Carries: 5-0

A motion was made by S. McGrath and seconded by J. Levesque to appoint the Fire Chief, Tom Francesconi to a three-year term.
Roll Call Vote: R. DeAngelis- Yes; R. Killeen – Yes; S. McGrath- Yes; J. Levesque – Yes, M. Francesconi - Abstain
Motion Carries: 4-0-1

d. **Cheshire Elementary School Lease with HVRSD**- Discussion on the one-year lease expiring on September 1, 2023, with the School District. M. Francesconi informed the board that she spoke with the Superintendent who asked if he should be looking for another location for offices. She said that she had given her opinion that the town should be looking to utilize the space for town needs. There was discussion on adding school use to a future agenda.
A motion was made by M. Francesconi and seconded by R. Killeen to sign the Cheshire Elementary School lease with the Hoosac Valley Regional School District
Roll Call Vote: R. DeAngelis- Yes; R. Killeen – Yes; S. McGrath- Yes; J. Levesque – Yes, M. Francesconi - Yes
Motion Carries: 5-0

Department Reports

a. **Building Department** - Corey McGrath shared that he had met with J. Morse and Guardian regarding projects using Green Communities grant funds, they will be coming out to look at the various project next week including the School Heating system. Corey has also been working on obtaining quotes for the landscaping and hopes to have bids ready for the next meeting. The bid has been received for emergency masonry repair work at the Town Hall from Allegrone. R. DeAngelis would like to see more bids and Corey will reach out to other vendors for the next meeting. Corey shared that the Annex is showing signs of masonry disrepair and that the police station chimney needs to be repointed. There was discussion on maximizing the rental of the lift when the work is being done to Town Hall to get an estimate on repair to the internal gutter system.

Consent Agenda

A motion was made by M. Francesconi and seconded by S. McGrath to accept the Consent Agenda as presented

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

Motion Carries: 5-0

Minutes	*5/31/22, 6/7/22*	◯ *As Submitted* ◯ *As Amended*
Warrants	*6/14/22*	◯ *Payroll* ◯*Vendor*

Town Administrator Updates

COA Director Position - The chair of the Council on Aging asked if the committee would have input in the hiring of the new director. M. Francesconi felt it was important to have one member interview the applicants with the board if the member had no conflicts, it was agreed by the entire board to include one member in the hiring process.

Cheshire Rod & Gun Club

A motion was made by M. Francesconi and seconded by R. DeAngelis to approve the Cheshire Rod and Gun Club one day liquor license for Tuesday June 21, 2022.

Roll Call Vote: R. DeAngelis- Yes; R. Killeen – Yes; S. McGrath- Yes; J. Levesque – Abstain, M. Francesconi - Yes

Motion Carries: 4-0-1

Public Comment

Shirley Nye of 590 Savoy Road discussed the problem of water coming off or Route 116 and flooding her property, she mentioned that she had talked with the Highway Superintendent and that some work had been done with riprap to deter the water but that it made it worse. R. DeAngelis will do a site visit. S. McGrath noted that area was of concern during the MVP/HMP workshop and that a resident stated that there is a culvert failing.

Announcements from Board Members

R. Killeen mentioned that cars were parking inside the Father Tom campsite, Corey McGrath mentioned that signs have been ordered and M. Francesconi reminded everyone that hikers can park their vehicles at the school over night by forwarding name/make, model, year, license plate information/ contact information/ emergency contact information and dates to Town Hall.

Annual Town Meeting Recap - Board members discussed the positive and negative points of the Annual Town Meeting. J. Levesque felt that it would be important prior to the next budget season to do employee evaluations since there was discussion about salaries. There was a lengthy discussion about the proposed change in the Marijuana bylaw, Cemetery and Library Amendments and failure of the MS4 stormwater bylaw.

Adjournment
A motion was made by M. Francesconi and seconded by J. Levesque to adjourn the meeting at 8:46 p.m.
Roll Call Vote: R. DeAngelis- Yes; R. Killeen – Yes; S. McGrath- Yes; J. Levesque – Yes, M. Francesconi - Yes
Motion Carries: 5-0

Respectfully Submitted.
Jennifer Morse
June 28, 2022

Document List:

- BOS Agenda 6/14/22
- Elementary School Lease with HVRSD
- Police Officer Job Description
- BOS Minutes 05/31/22- DRAFT
- BOS Minutes 06/07/22- DRAFT

Approved: July 12, 2022

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OFFICE OF THE BOARD OF SELECTMEN

Board of Selectmen

Meeting Agenda – June 14, 2022
6:00 PM

Cheshire Elementary School – Green Room

1. ***Flag Day- Flag Burning Ceremony – 6:00 PM*** *The Board of Selectmen will be joining the Flag Ceremony at 6 p.m. and then commencing their meeting directly after.*
2. ***Open Meeting*** *– Introductions – Pledge of Allegiance*
3. ***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* ***and*** *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. Town Water Department Logging Settlement*
4. ***Board of Selectmen Discussion/Decision Items***
   - ***a.*** *Water Department Settlement Vote if Necessary*
   - ***b.*** *Police Chief Position*
   - ***c.*** *FY23 Appointments*
   - ***d.*** *Cheshire Elementary School Lease with HVRSD*
5. ***Department Updates***
   - ***a.*** *Building Department*
6. ***Consent Agenda***

Minutes	*5/31/22, 6/7/22*	◯ *As Submitted* ◯ *As Amended*
Warrants	*6/14/22*	◯ *Payroll* ◯*Vendor*

7. *Town Administrator Updates*
8. ***Announcements from Board Members***
9. ***Public Comment***

Any other business not reasonably anticipated 48 hours prior to the meeting.

Submitted and posted by: Jennifer Morse – Town Administrator Posted: 6/10/22 at 10:40 a.m.

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

LEASE

LEASE, effective 12:00am on September 1, 2022 ("Effective Date"), made under the provisions of Chapter 71 of the General Laws of the Commonwealth of Massachusetts, as amended, and under authority of agreement forming the Hoosac Valley Regional School District (as amended) by and between the Inhabitants of Cheshire, a town located in the County of Berkshire, Commonwealth of Massachusetts, ("Landlord") and the Hoosac Valley Regional School District, a body politic established under the laws of the Commonwealth of Massachusetts ("Tenant").

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

1. Termination of Current Lease. The Lease between the Parties for the Cheshire Elementary School (f/k/a the Cheshire Central School) is terminated on 11:59 PM on August 31, 2022.

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

3. Lease Term: Early Termination. The term of this Lease shall commence on the Effective Date and terminates at 11:59 PM on August 31, 2023, unless extended by the parties or sooner terminated as provided in this Lease (the "Lease Term"). Tenant may terminate this Lease at any time upon no less than ninety (90) days' notice, however, Rent shall not be prorated. Landlord may terminate this lease upon no less than ninety (90) days' notice, at which time Rent will be prorated.

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

5. Rent Tenant shall pay to Landlord rent in the sum of ₹12,500) for Fiscal Year 2022, beginning September 1, 2022 the rent shall be $2,000 per month for the duration of the lease term. Rent shall be paid by the first day of each month.

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

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

meetings (the "Permitted Use").

8. Signage. Tenant may install or erect any sign on or about the Leased Premises, including the exterior of the building and the Cheshire Elementary School Property with Landlord's prior approval provided that the size, type, shape, design, color, material, content, and method of attachment of any such signage shall have been approved by the applicable government authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ For the Cheshire Select Board

_____ For the Hoosac Valley School Committee

_____

_____

TOWN OF CHESHIRE
Police Officer

Definition:
Front-line public safety work to include the operations of the Police Department; all other related work as required.

Supervision:
Works under the direction of the Police Chief and/or Sergeant.

Job Environment:
Operates as a member of the Town's Police Department, meeting periodically with the Police Chief to assure their understanding of public safety challenges and Police Department plans, routines, and procedures.
Work is performed in office, automobile, and outdoors with exposure to various weather conditions and the hazards associated with police and public safety work, with exposure to the possibility of personal injury or even death.
Has frequent contact, requiring perceptiveness and discretion, with other Town officials, the courts, attorneys, other police departments and officers, local, State, and Federal agencies, and with the general public.

Essential Functions:
(The essential functions or duties listed below are intended only as illustrations of the 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.)

Maintains regular communication with the Police Chief regarding any significant deviations from routine, or any noteworthy problems, issues, or successes. As requested by the Police Chief, advises the Police Chief concerning unusual developments.
Assures proper handling and custody of property, and information received by the Department.
Operates motor vehicles, weapons, and Departmental equipment, following prescribed safety and preventive maintenance procedures.
Performs Essential Functions of a Lanesborough Police Officer (as described in Attachment A) and other similar or related duties as required or as situation dictates.

Physical Requirements:
This position requires constant moderate-to-strenuous physical effort. Frequently requires moving (push, pull, lift or carry) of objects of varying weights. Work is performed under varying weather conditions.

Recommended Minimum Qualifications:
Education and Experience:

Minimum requirement of High School Diploma. College degree, Military experience or prior Law Enforcement experience preferred. Valid Driver's License and ability to legally possess firearms. Successful completion of required MA Criminal Justice training programs.
Knowledge, Ability and Skill:
Readiness and ability to operate as a member of the Town's Police Department. Comprehensive technical and practical knowledge of police work, weapons, and equipment.

PATROL AND INCIDENT RESPONSE:
Provide back-up to other police personnel.
Respond to a crime in progress and secure the area to effect an arrest.
When confronted with victim(s), conduct patient assessment and administer immediate care to prevent further injury, trauma, or death.
Appraise the situation, separate individuals, and discuss the grievances to restore order at a domestic dispute.
Use communications equipment (e.g., radio, computer, telephone) to exchange information relative to official duties (e.g., reporting status and location to dispatcher, maintaining contact with other agencies).
Respond to an alarm, secure area, and inspect for entry to protect life and property and apprehend the violator or violators.
Separate individuals in a fight or disturbance (not a domestic dispute) to restore order and minimize injury to those individuals or property.
Operate a department vehicle within a specific geographic area to observe and detect unusual activities or circumstances, or violations of the law in order to deter crime and provide service to the public.
Protect person(s) to provide for the safety and security of the person(s) and the public.
Respond to incidents requiring your presence as specified in Departmental policies.
Observe and check entrances to buildings and premises to maintain security of property.
Identify a person as disturbed (e.g., mentally, emotionally) or incapacitated (e.g., drunk, epileptic) and detain that person in order to provide for placement.
Erect physical barriers, bodily serve as a barrier, issue verbal commands, and/or utilize the necessary degree of authority to effect the safe, peaceful, and orderly flow of a crowd of people.
Patrol a specific geographic area on foot to observe and detect unusual activities or circumstances, or violations of the law.
Serve on special details to help maintain peace.

TRAFFIC ENFORCEMENT:
Conduct field sobriety tests to determine probable cause for breath or blood test and/or arrest for alcohol or drug use.
Protect an accident scene to allow for a determination of the facts of the accident.
Direct/reroute traffic, place emergency signaling devices (e.g., flares) or take other necessary action to ensure a safe and orderly flow of traffic when confronted with unusual traffic conditions (e.g., accidents, stoplight out, parades).
Determine the status (e.g., stolen, disabled) of a stopped or abandoned vehicle, including checking for inhabitants (e.g., children, victims).
Estimate vehicle speed visually or use speed detection equipment (e.g., radar, lydar, vascar, stopwatches) to determine the speed of a vehicle.
Stop vehicles for cause and check for required documents, defective equipment (e.g., headlights, tires), and other violations to issue citations or warnings and to aid in the safe and legal operation of vehicles on the road.
Issue a citation to a traffic violator.
Impound or supervise impounding of equipment or vehicles left on the roadway.

INVESTIGATIONS:
Identify and collect evidence at a crime scene to preserve that evidence for use in an investigation.
Protect a crime scene from contamination by controlling access to the scene and erecting physical barriers to preserve the evidence of a crime.
Document the elements of a crime and identify potential witnesses and suspects to produce a prosecutable case.
Evaluate evidence (e.g., article, substance) to determine its relationship to an investigation.
Transport evidence to various locations (e.g., lab, court), maintaining an unbroken chain of custody.
Canvass the neighborhood, asking questions of persons in order to locate and identify one or more witnesses, victims, or suspects of a crime.
Determine the probable facts of the incident from examination and comparison of statements and other evidence.
Interview and take written statements from the general public, witnesses, victims, or suspects to obtain and record information pertinent to the enforcement, regulatory, and service functions of the Department.
Identify assets for potential seizure at a crime scene.

ARREST-RELATED ACTIVITIES:
Display or discharge a Departmentally approved firearm to protect self and/or the public.
Display or utilize a Departmentally issued non-lethal weapon in a defensive manner to control one or more persons in accordance with Department policy.
Search person(s) for weapons, fruits of a crime, or contraband to effect an arrest, protect oneself and the public, and/or to obtain evidence.
Search a vehicle for weapons, fruits of crime, or contraband to effect an arrest, protect self and the public, and/or to obtain evidence.
Distinguish between felony and misdemeanor classifications when making arrests.
Search a building for individuals, weapons, fruits of a crime, or contraband to effect an arrest, protect self and the public, and/or to obtain evidence.
Physically restrain or subdue a violent or resisting individual or arrestee to protect self, the person being restrained, and the public, or to effect custody of an arrestee.
Determine applicability of Miranda when arresting and detaining suspects.
Make judgments about probable cause for warrantless searches.
Ensure prisoners are held and detained in compliance with Departmental policy and applicable statutes.
Record the arrest of an individual (e.g., fill out forms, photograph) to document that arrest and possible detention.
Pursue a suspect or violator on foot.
Review computer and/or booking sheet to obtain information about booked suspects (e.g., criminal history, outstanding warrants).

EVIDENCE/PROPERTY MANAGEMENT:
Ensure the secure storage of evidence and property in the designated location.
Ensure the maintenance of chain of custody for evidence.
Release property or evidence to authorized individuals.

RECORD AND REPORT MANAGEMENT:
Write narrative reports (e.g., incident reports, intelligence reports) providing complete, accurate and consistent information.
Summarize in writing the statements of witnesses and complainants.
Fill in forms requiring specific information accurately and completely.
Record information required by Department guidelines in proper logs.

Document incoming communications (e.g., requests for information, training) and communicate that information to other personnel as necessary.
Maintain logs (written and/or computerized) of activities occurring during the shift (e.g., accidents, significant incidents) to maintain a record.

COURT:
Appear and testify as a witness in an official proceeding (e.g., traffic court, trial, Civil Service hearing) to assist in fulfilling the Department's role in the judicial and administrative process.
Review and discuss the details of a specific investigation with prosecutor to plan investigatory strategy, prepare for a court presentation, etc.

COMMUNITY RELATIONS:
Communicate with neighborhood youths to facilitate police-community relationships and deter criminal behavior.
Participate in cooperative operations (e.g., Task Forces, executing warrants) to address community conditions and crime.
Contact the immediate family of an individual (in person) or notify uniformed personnel to provide information to the family concerning that person's injury or death.
Attend meetings (e.g., community meetings, concerned citizens) to discuss and exchange information, address problems, coordinate and develop plans of action, etc.
Provide information upon request to individuals and groups (e.g., business people, neighborhood groups) to increase awareness of potential victimization and deter crime.
Provide assistance and information to civilians seeking help (e.g., directions, explanations of municipal codes and ordinances, referrals to other Department personnel or other agencies/entities).
Maintain current information about available social agencies and their roles for use in referring citizens seeking help.

POLICE DEPARTMENT PROPERTY MANAGEMENT:
Clean and inspect weapons.
Conduct inventory of assigned vehicles and equipment to ensure that necessary equipment is available when needed.
Recognize vehicle and/or equipment damage or malfunctions(s) and ensure that necessary repairs are performed.
Maintain clothing and personal equipment to satisfy inspection requirements.
Maintain personal copies of Departmental directives as required by Department policy.
Monitor police activity by radio.

INTERNAL/EXTERNAL COMMUNICATIONS & COORDINATION:
Notify dispatcher of special conditions that may affect or are affecting sector operations as required by Department procedures.
Communicate with other Department personnel informally to discuss and exchange information (e.g., intelligence), address problems, etc.
Monitor and respond to routine communications (e.g., phone).
Consult with superior to provide/receive assistance with assigned operational activities and keep him/her apprised of potential developments/problems.
Notify other Police Department units of unusual situations and conditions as necessary and appropriate.
Communicate with individuals from other city/state/federal agencies/entities to exchange information and accomplish work objectives.
Answer investigative inquiries from other law enforcement agencies or refer inquiry appropriately.
Contact outside agencies and organizations (e.g., social service agencies) for information.

PROFESSIONAL DEVELOPMENT:
Participate in in-service training and recertification programs including firearms, policies, and practical/tactical exercises (e.g., defensive tactics) to receive information and develop skills.
Read and keep up-to-date on federal, state, and local statutes/ordinances and court decisions to ensure appropriate enforcement and investigatory activities.
Read internal reports and training materials to keep current on procedures and issues.
Read and keep up-to-date on Departmental policies and procedures to ensure appropriate enforcement, investigatory, and administrative activities.

NON-DISCRIMINATION CLAUSE:
No individual shall be denied any rights guaranteed pursuant to local, state and/or federal law based on race, color, religion, national origin, sexual orientation, gender, gender identity, or disability.

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be an exhaustive list of all responsibilities, duties, and skills 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/or requirements of the job change.

TOWN OF CHESHIRE

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OFFICE OF THE BOARD OF SELECTMEN

Meeting Minutes – May 31, 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 31, 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; Alison Warner (remote), Mark Biagini, John Tremblay,

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

Summary of Votes Taken:

- **Vote to approve the consent agenda as amended** **5-0**
- **Vote to authorize the STRAP grant application for Ingalls Road/Hutchinson Development** **5-0**
- **Vote to adjourn at 8:35 pm.** **5-0**

Police Chief Interviews
Questions were prepared in advance of the meeting and asked of both candidates.

Josh Dufresne – Belchertown MA
Mr. Dufresne shared that he has been in law enforcement for the past twenty-three years, his current role is as Assistant Chief at Mount Holyoke College. He has a Bachelor of Science degree in Criminal Justice from Westfield State University (2008) and attended the Mass State Police Academy (2002).

Michael Alibozek- Lanesboro MA
Mr. Alibozek shared that he has been working for the Town of Cheshire since 2010 first as a part time officer and as a full time Sergeant since 2017. He has been working as an emergency responder (paramedic since 1990) in varying levels including director. He is a graduate of the Western Massachusetts Police Academy (2017)

Department Updates
Facilities Maintenance – Corey McGrath shared that he is getting additional quotes for heating options at the Elementary School. M. Francesconi thanked Corey for his help getting the Town Hall complex ready for the Memorial Day Parade.

Consent Agenda
A motion was made by M. Francesconi and seconded by R. DeAngelis to approve the consent agenda as amended with corrections to the minutes.
Roll Call Vote: R. DeAngelis – Yes, S. McGrath – Yes, R. Killeen – Yes, J. Levesque – Yes, M. Francesconi - Yes
Motion Carries: 5-0

Minutes	*5/10/22 & 5/24/22*	◯ *As Submitted* ◯ *As Amended*
Warrants	*5/17/22*	◯ *Payroll* ◯*Vendor*

Board of Selectmen Discussion/Decision Items

a. **Sign FY23 Annual Town Meeting Warrant** - J. Morse noted that there was not time for a presentation of the budget prior to town meeting, she is working on handouts that will be available on the website prior to the meeting – the board will approve with their signatures.

b. BRPC – Questions to the Board of Selectmen

1. *On a scale of 1 (lowest) to 10 (highest), please rate your assessment of your town's economic resilience?*
   a. *In 2018-2020 Pre-pandemic* **6**
   b. *From 2020 – 2022 during the pandemic?* **6**
   c. *Current as you look ahead to the next five years?* **6**
2. *What, if any COVID resiliency and recovery concerns do you have for your towns PEOPLE, COMMUNITY and ECONOMY?*

a. *People:* **Seniors and those with disabilities and the ability to get to health care appointments and access to food. The board is concerned about the rash return to remote learning for children since it has such a detrimental effect.**

b. *Community:* **Public transportation to access food and health care appointments, Ambulance services with declining staff and struggle ambulance services, Internet services at a lower cost so it is affordable for all.**

c. *Economy:* **Better business zoning, expansion of water and creation of sewer infrastructure on Route 8.**

3. What do you think might be possible solutions to your town's PEOPLE, COMMUNITY, ECONOMY resiliency challenges? **Creating an identity for Cheshire concentrating on the recreational assets with a focused plan on and concentration on new growth, water and sewer infrastructure, zoning changes to improve home businesses.**

4. What is one priority infrastructure or capital project you'd like realized in your town between 2023-2027 to support your town's economic resiliency? **Redevelopment of town owned properties.**

c. Authorization to apply for STRAP grant for Ingalls Road/Hutchinson Development Project- J. Morse shared that she has been working on a one million grant for full reclamation, drainage, widening, tree removal on Ingalls Road and milling and resurfacing of the roads in the Hutchinson Development.
A motion was made by M. Francesconi and seconded by S. McGrath to authorize the Town Administrator, Jennifer Morse to apply for the STRAP grant as stated.

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
Library – J. Morse mentioned that she has been emailing with Mary Ellen Baker to set up a meeting between the trustees and the board prior to the Annual Town Meeting.

Announcements from Board Members
R. DeAngelis brought up the lake roads and the need to come up with a plan to address the condition and maintain the roads. He stated that the roads need to be taken care of property as the residents are also taxpayers. J. Levesque agreed and stated that more attention needs to be paid to the roads. Discussion regarding roads and the current conditions. A bigger discussion with residents will be had in early July.

M. Francesconi noted that BRTA had emailed with a proposed downtown route that would go down Church Street to Railroad Street to Depot Street back to Route 8. The board discussed the opposite circle and M. Francesconi will reach out with the proposed route of Depot St to Railroad St to Church St back to Route 8.

Public Comments
Mark Biagini thought that working on the lake roads would open a "big can of worms" and suggested that maintaining is a good route if the town uses due diligence. He also mentioned the speed on Church Street particularly around the rail trail and Diane's twist, there was discussion regarding speed enforcement on Church/Main Street.

Adjournment
A motion was made by J. Levesque and seconded by R. DeAngelis to adjourn at 8:35 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
June 5, 2022

Document List
1. Agenda – May 31, 2022
2. Police Chief Interview Questions
3. Josh Dufresne Resume
4. Michael Alibozek Resume
5. Meeting Minutes – May 10, 2022
6. Meeting Minutes – May 24, 2022
7. BRPC Questions to the Board of Selectmen

Approved:

DRAFT

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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:

DRAFT