# 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 – August 9, 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 August 9, 2022, at 7:00 PM.

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

**Others Present:** Jennifer Morse, Town Administrator; Robert Navin, Highway Superintendent; Corey McGrath, Facilities Maintenance; Travis Fachini, Building Commissioner; George Sweet, Wiring Inspector; Tom Francesconi, Fire Chief; Mike Alibozek, Police Chief; Peter Traub; Lynn Melchiori; Mark Biagini; Mickey Biagini, Water Commissioner; Travis Delratez, Water Superintendent; Steve Lafogg, Water Commissioner; Rick Gurney, Water Commissioner; Gary Trudeau; Liseann Karandisecky, Hoosac Lake District Prudential Committee Chair.

**Michelle Francesconi called the meeting of the Board of Selectmen to order at 7:00 p.m.**

**Summary of Votes Taken:**

Vote to award Water Line Improvements on Depot St/Mill Hill Rd/Railroad St to Haluch Water Contracting Inc - $221,000
Vote to approve the Consent Agenda except for the Poll Workers Roaster
Vote to approve the Poll Workers Roster and request a meeting regarding MGL Chapter 54, Section 12 with the Town Clerk
Vote to approve and support the 604B Grant Opportunity
Vote to hire Joyce Gallup as Administrative Assistant to the Boards
Vote to adjourn the regular meeting and enter executive session at 9:35 p.m. not to return to the regular meeting.

**Department Head Quarterly Meeting**

J. Morse explained that Department Heads will be meeting quarterly with the board to discuss current and upcoming projects, department heads will still do written reports to the board bi-weekly or monthly. The Council on Aging Director was on vacation and the board received her written report at the last meeting.

**Highway Department – Superintendent Robert Navin**
Roadside mowing has begun, and the crew continues to do patching, they will be doing some shimming with the paver in the next few weeks on Notch Road and Stonehedge Dr. Shadowland Cove work will begin before fall and drainage improvements on Willow Cove and Willow Lane will start this week. The crew will get begin preparing Route 116 and Depot Street for resurfacing next spring. Stafford Hill will need work prior to winter and J. Levesque asked about widening the road in the gravel section. The water issues on Route 116 near Maple Drive will be addressed as well as ditch work along Lanesboro Road, the catch basins, and culverts on Sandmill Road and West Mountain Road.

**Police Department – Chief Mike Alibozek**
The Animal Control Officer shared services agreement is before the Adams Board of Selectmen for approval. The ACO in Adams met with the Chief to review bylaws and fees which will need to be addressed. The kennels in town will continue to be used for short period of time to hold the animals however they will be kept long term in Adams. R. Killeen asked about officers patrolling the rail trail on the weekends.

**Fire Department – Chief Tom Francesconi**
Recruitment and daytime response are the biggest challenge right now for the Fire Department. Hoosac Hose Co. has lawn signs for volunteers and the junior program has started again with four recruits. Juniors need to be at least 15 years old to join and bylaws have been put into place for the program. The apparatus has had some minor repairs that were waiting until July 1st. The ladders, SCBA's, pumps and hoses all need to be tested and certified, J. Morse asked if there was an opportunity to do this with other communities and the Chief responded yes for the hose testing. There is an EMT course in North Adams starting in September and two volunteers have signed up with another two possible, 86% of the calls are medical. The boiler in the Fire Station needs attention before the heating season, last year it went down twice. Corey McGrath is getting quotes from three vendors. The Chief and Town Administrator met with Joe Maruca of West Barnstable/MCVFA regarding recruitment and regionalization and the Chief reports that discussions will ensue with Adams Ambulance, Adams Fire and Savoy Fire.

**Building Department – Building Commissioner Travis Fachini**
The Building Commissioner recently attended a meeting of the Planning Board and Zoning Board regarding changes to the zoning for non- conforming lots around the lake and is in full support of the changes. Permits continue to be busy with four new homes in the que, the building commissioner has found that outreach to department heads for sign offs is time consuming and discussion ensued on the program. J. Morse will reach out to the vendor to see if training and improvements can be made. Stafford Green had its final inspection and all the issues have been resolved. The Youth Center inspection will take place on Friday morning at 9 a.m.

**Building Department – Wiring Inspector George Sweet**
The Wiring Inspector felt that communication is a challenge between building departments and the permitting system. He mentioned that there was no transition period between building inspectors and that there is a lot of unfinished business. He also needs a new laptop due to his being slow. There was discussion about the school use in the future and M. Francesconi explained the concept of moving town offices and doing a feasibility study for the property.

**Facilities Maintenance – Facilities Manager Corey McGrath**
Three estimates for the boiler at the Fire Station are being solicited as well as a solution for the school. Alarms of Berkshire County is working on moving the door keypad to make it ADA compliant and shutting off the sensors in the older section of the school. The Annex now has hot water on demand. Work continues with

Guardian to utilize the Green Communities funding for heat pumps and weatherization at the Annex and Police Station, this will be on the next agenda.

**Water Line Improvement Bids & Contract**

Water Commissioners: Rick Gurney, Steve Lafogg and Mickey Biagini joined the meeting with Water Superintendent Travis Delratez. J. Morse shared that the bids were opened on July 29, 2022, witnessed by R. DeAngelis and T. Delratez. The low bidder was Haluch Water for $221,000, J. Morse reported that the bid documents were completed, and the references were checked.

*A motion was made by J. Levesque and seconded by S. McGrath to award the contract for Water Line Improvements on Depot Street, Mill Hill Rd, and Railroad Street to Haluch Water.*

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

T. Delratez shared that he is getting quotes from three vendors for the engineering of the project at the bottom of West Mountain Road south to upgrade the water lines. Discussion ensued on the North State Road project and the work that needs to be completed including driveway aprons and grass reseeding. R. DeAngelis shared his concerns regarding following contracts noting that the lowest bidder might not be the best. R. DeAngelis asked about the shelf life of the plastic water line being stored at the pumphouse, T. Delratez will check with the vendor.

S. Lafogg brought up that the logging is almost complete, and they will be leaving the area as found. Discussion on the property for sale by Donald Kruszyna, the state offered $200,000 for the land, S. McGrath felt like the town has too many pending projects to afford the property at this time and M. Francesconi said the Water Commissioners can request on a Special Town Meeting for the voters to decide.

**Consent Agenda**

*A motion was made by M. Francesconi and seconded by J. Levesque to approve the consent agenda except for the Election Workers Roster.*

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

| |
|---|
| *Minutes – July 26, 2022, June 30, 2022* |
| *Warrants - PR23-03-; AP23-04* |
| *Special Event Permit Application – Cruz Nite* |
| *State Primary Election Warrant* |
| *Police Department authority to allow Police Chief to appoint Officers for Elections* |
| *Elections Workers Roster* |
| *Harry's Auto Sales – License Transfer to David Murach* |

Discussion on the Election Workers roster, M. Francesconi referenced M.G.L. Chapter 54, Section 12 which calls for the Board of Selectmen to appoint a warden, deputy warden, clerk, deputy clerk, two inspectors and two deputy inspectors between July 15 – August 15 each year. It was noted that this has never happened, and that the Warden is currently the Town Clerk who is the election official. It was also noted that there are no registered republicans on the list of poll workers, most are registered as unenrolled while that is acceptable effort should be made to recruit new poll workers of both party affiliations. The board is up against a deadline with the State Primary but would like to have a conversation with the Town Clerk prior to the November election.

*A motion was made by S. McGrath and seconded by J. Levesque to approve the election workers roster for the State Primary and request that the Town Clerk meet with the board as a follow-up prior to the November election*.
**Roll Call Vote: R. DeAngelis- Yes, R. Killeen – Yes, S. McGrath – Yes, J. Levesque- Yes, M. Francesconi- Yes**
**Motion Carries: 5-0**

**Board of Selectmen Discussion/Decision Items**
**Grant Opportunity with Hoosac Lake District** – Prudential Committee Chair Liseann Karandisecky joined the board to share the 604B Grant information. The grant funds would be used to address aquatic invasives by looking at nutrient that feed the plants causing excessive growth, focus will mainly be on phosphorus and nitrogen which contribute to plant growth and blue green algae blooms. BRPC will handle the bulk of the grant administration and project management, support has been received from the Town of Lanesboro. It was pointed out that there is no obligation to do anything with the information collected, it is to help the town and doesn't come with regulatory requirements. It was noted that it will bring attention to stormwater runoff and septic concerns that will need to be addressed.
*A motion was made by S. McGrath and seconded by J. Levesque to support the 604B Grant Opportunity.*
**Roll Call Vote: R. DeAngelis- Yes, R. Killeen – Yes, S. McGrath – Yes, J. Levesque- Yes, M. Francesconi- Yes**
**Motion Carries: 5-0**

**Administrative Assistant to the Boards** - J. Morse requested that the board hire Joyce Gallup as Administrative Assistant to the Boards. She has already started working with the Board of Health, her office hours have not been set to date however she will work mainly in the evening, her office is in the Annex.
*A motion was made by J. Levesque and seconded by S. McGrath to hire Joyce Gallup as Administrative Assistant to the Boards.*
**Roll Call Vote: R. DeAngelis- Yes, R. Killeen – Yes, S. McGrath – Yes, J. Levesque- Yes, M. Francesconi- Yes**
**Motion Carries: 5-0**

**Meadowview Drive Complaint** - There was a complaint from a resident of Meadowview Drive regarding a dog running at loose, this has been addressed by the police department. The complaint also was about a continuous tag sale at a residence, J. Morse reported that there is nothing in the bylaws that addresses tag sales and that she researched locally and found a good tag sale policy however she is waiting for response from counsel on moving forward. J. Morse will communicate the progress with the complainant.

**Shadowland Cove Complaint** - There has been correspondence from a resident on Shadowland Cove regarding the runoff and sediment buildup over the past three years. It was noted that documents he has alluded to from the 1990's have not been produced however there is record of the Conservation Commission contracting with Emily Stockman for an opinion. The board has recognized that there are issues to be addressed on the lake roads and work will commence in a few weeks to address drainage and to clean the catch basin, J. Morse will communicate this to the resident as well as the towns intent to apply for the 604B grant which will address possible contaminants in the water.

**Town Administrator Updates**
August 23, 2022, meeting conflict – J. Morse asked board members if they could change the next meeting to Thursday August 25, 2022, as she and M. Francesconi have a meeting with the Town of Adams, Hoosac Valley Regional School Committee members and Senator Hinds. After conferring the next meeting will be changed to Thursday August 15, 2022.

De-escalation for Municipal Employee Training will take place on Tuesday October 4th at 2:00 p.m. for all town employees virtually, this training is through MIIA.

Employee Evaluations – J. Morse shared that employee evaluations and manager evaluation drafts are in the packet and this will be added to the next agenda.

**Announcements from Board Members**

**Gender Identity Training** – M. Francesconi shared those volunteers at the Council on Aging had complained about required gender identity training through Elder Services. J. Morse will talk to the director to find out of there is a way for volunteers to opt out in the future.

**Leland Park** – Discussion on the "Message Board" Kiosk at Leland Park. J. Morse communicated with Cosmo and Eileen about the removal of the kiosk for stump removal and regrading. The Initiative committee voted last week to have the work done and Condron's is all set to do the work next week. There was discussion on moving the message board to the trail head on School Street or at the intersections of the Appalachian and Rail Trails. The kiosk will be removed and put into storage until a new site is determined.

**Nets at Basketball Hoops - J.** Levesque requested the purchase of new basketball rims at the courts on school property for nylon nets instead of the chains. J. Morse will contact the recreation committee member for discussion and approval.

**Employee Errors** - R. DeAngelis shared that he is concerned about town/water funds being consumed by employees making bad decisions referring to the water leak on Mill Hill Rd which is estimated to be more than $20,000. Discussion on the need for employee evaluations and accountability for large monetary mistakes.

**Public Comment**

Mark Biagini requested a sign for the AT – Father Tom tent site since many people are unaware of the location. Discussion on how the AT committee did not want to advertise the location to anyone other than hikers for fear of use by the public.

**Executive Session**

A motion was made by M. Francesconi and seconded by J. Levesque to adjourn the regular meeting at 9:35 p.m. and enter executive session according to M.G.L. Chapter 30A, Section 21(a), Reason 6 to consider the purchase, exchange, lease, or value of real estate, if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body – Youth Center Lease.

**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
August 15, 2022

**Document List :**

- Agenda – August 9, 2022
- Building Inspector Report
- Water Line Improvements Bid Tally Sheet
- Haluch Water Contracting Inc contract
- State Primary Warrant
- Letter regarding Police Chief authority to appoint police for elections

- Election Advisory #22-01
- Early Voting in Person Memo
- Election Staff Roster
- Early Voting in Person Schedule
- Draft Minutes – July 26, 2022
- Draft Minutes – June 30, 2022
- Special Event Permit Application – Cruz Nite
- Harry's Auto Sales – License Transfer
- 604B Grant Opportunity
- Draft Employee Evaluation Forms

Approved: August 25, 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 – August 9, 2022
### 7:00 PM

Cheshire Elementary School – Cafeteria

1. *Open Regular Meeting, Introductions, Pledge of Allegiance*
2. *Department Round Table Meeting (Each Department Head will give an update in 10-minute blocks)*
   - ***a.*** Highway Department
   - ***b.*** Police Department
   - ***c.*** Fire Department
   - ***d.*** Building Department
   - ***e.*** Facilities Maintenance
3. *Water Line Improvement Bids & Contract- meeting with Water Commissioners (approx. 8:00 p.m.)*
4. *Consent Agenda*

| |
|---|
| *Minutes – July 26, 2022, June 30, 2022* |
| *Warrants - PR23-03-; AP23-04* |
| *Special Event Permit Application – Cruz Nite* |
| *State Primary Election Warrant* |
| *Police Department authority to allow Police Chief to appoint Officers for Elections* |
| *Elections Workers Roster* |
| *Harry's Auto Sales – License Transfer to David Murach* |

5. *Board of Selectmen Discussion/Decision Items*
   - ***a.*** *Grant Opportunity with Hoosac Lake District*
   - ***b.*** *Administrative Assistant to the Boards Position*
   - ***c.*** *Meadowview Drive Complaint*
   - ***d.*** *176 Shadowland Cove Complaint*
6. *Town Administrator Updates*
7. *Announcements from Board Members*
8. *Public Comment*
9. *Any other business not reasonably anticipated 48 hours prior to the meeting.*
10. *Executive Session – M.G.L. Chapter 30A, Section 21(a), Reason 6 to consider the purchase, exchange, lease or value of real estate, if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body. – Youth Center Lease.*

Submitted and posted by: Jennifer Morse – Town Administrator 8/4/22 @ 9:00 a.m.

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

**From:** Building Inspector
**To:** Jennifer Morse
**Subject:** July Report
**Date:** Friday, August 5, 2022 9:27:39 AM
**Attachments:** July 22 Building Report.pdf

---

Hi Jennifer,

Here is my report for the month of July for the Select Board.
-Went to joint Planning/Zoning Board meeting to address possible bylaw changes. Very informative and positive.
-Checked site on 600 Notch Rd. There is a permit application for a shed and greenhouse now.
-Got a set of initial drawings from contractor for 612 West Mountain Rd, with confirmation of stamped drawings to follow.
- Permits were steady for the month with some large projects and new homes included. See attached Summary Report.

Thanks,
Travis

Please note that emails from public officials are considered to be public records by the Secretary of State and confidentiality should not be expected.

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

## BUILDING SUMMARY REPORT

Issue Date : 7/01/2022 To 7/31/2022

| TYPE OF PERMIT | NUMBER ISSUED | CONSTRUCTION COSTS | PERMIT FEES | CASH/CHECK | UNIBANK | WAIVED FEE |
|---|---|---|---|---|---|---|
| Residential | 9 | 406882 | 5235 | 3615 | 1620 | 0 |
| Commercial | 0 | 0 | 0 | 0 | 0 | 0 |
| Sheet Metal | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Permit | 0 | 0 | 0 | 0 | 0 | 0 |
| Tent Permit | 0 | 0 | 0 | 0 | 0 | 0 |
| Trench Permit | 0 | 0 | 0 | 0 | 0 | 0 |
| Solid Fuel Appliance Permit | 0 | 0 | 0 | 0 | 0 | 0 |
| Certificate Of Occupancy (R) | 0 | 0 | 0 | 0 | 0 | 0 |
| Certificate Of Occupancy (C) | 0 | 0 | 0 | 0 | 0 | 0 |
| Certificate Of Inspection | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTALS | 9 | 406882 | 5235 | 3615 | 1620 | 0 |

Period from 7/01/2022 to 7/31/2022

Total fees $ 5235

Respectfully Submitted,

_____

Building Commissioner

| | |
|---|---|
| Project: | Water Line Improvements - Mill Hill, Depot Street and Railroad Street |
| Bids Due: | Friday July 29, 2022 at 10 a.m. |

| Bid # | Name of Contractor | Date Received | Time Received | | Bid Amount | Notes |
|---|---|---|---|---|---|---|
| 1 | Baltazar Contractors | 7/29/2022 | 9:03 a.m. | $ | 290,620.00 | |
| 2 | Mass-West | 7/29/2022 | 9:05 a.m. | $ | 613,880.00 | |
| 3 | Haluch Water | 7/29/2022 | 9:05 a.m. | $ | 221,000.00 | |
| 4 | J.H. Maxymillian, Inc | 7/29/2022 | 9:36 a.m. | $ | 363,969.00 | |
| 5 | Geeleher | 7/29/2022 | 9:45 a.m. | $ | 369,655.00 | |
| 6 | Goncalves & Sons | 7/29/2022 | 9:48 a.m. | $ | 285,000.00 | |
| 7 | Caracus Construction | 7/29/2022 | 9:59 a.m. | $ | 339,170.00 | |

Bids Opened: July 29, 2022 at 10 a.m. - Town Hall 80 Church Street, Cheshire MA

Town Administrator/CPO Jennifer A. Morse 7/29/22

Water Superintendent

Witness

**TOWN OF CHESHIRE**

**CONTRACT FOR CONSTRUCTION OF PUBLIC WORKS**

This Contract entered into this 9th day of August, 2022, by and between the TOWN OF CHESHIRE (hereinafter the "OWNER" or "TOWN"), a body politic organized under the laws of the Commonwealth of Massachusetts, with offices at 80 Main Street, Cheshire, MA 01225, and Haluch Water Contracting, Inc., a corporation with offices at 399 Fuller St Ludlow, MA 01056 Massachusetts (hereinafter the "CONTRACTOR").

**WHEREAS,** the OWNER seeks to construct the following:

**Installation or replacement of fire hydrants, water services and 8-inch diameter ductile iron pipe water main line beneath portions of Depot Street, Railroad Street and Mill Hill Road in the Town of Cheshire in accordance with the plans and specifications "Cheshire, MA, Depot Street, Railroad Street and Mill Hill Road, Water Line Replacement – July 2022".**

**WHEREAS,** pursuant to contracts for public works construction or for the purchase of any material, shall be awarded to the lowest responsible and eligible bidder on the basis of competitive bids; and

**WHEREAS,** the OWNER has requested and received proposals for bids and selected the lowest responsible and eligible bidder.

**NOW THEREFORE,** the OWNER and the CONTRACTOR for valuable consideration agree as follows:

## ARTICLE 1. THE CONTRACT DOCUMENTS AND BID PROCEDURES

The Contract Documents consist of the Contract and its Appendices (See Table of Appendices). These documents form the Contract and are as fully a part of the Contract as if attached to this Contract or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

## ARTICLE 2. THE WORK OF THIS CONTRACT

The CONTRACTOR shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The date of commencement shall be not later than **September 1, 2022**. The CONTRACTOR shall perform everything agreed by it to be performed properly and promptly in accordance with the terms of this Contract and to the satisfaction of the Water Superintendent, or his duly-authorized representative; shall observe and comply with all existing and future state and federal laws and OWNER by-laws and regulations in any manner affecting those engaged or employed in the performance of this Contract.

The CONTRACTOR shall achieve substantial completion of the entire work not later than

**November 15, 2022**, subject to adjustments of this Contract Time as provided in the Contract Documents. By executing this Contract, the CONTRACTOR confirms that the contract time is a reasonable period of time for performing the work and achieving substantial completion.

The CONTRACTOR and the CONTRACTOR's surety shall be liable for and shall pay the OWNER the sum of two hundred dollars ($200.00) hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially completed.

Substantial completion shall mean either that the Work required by the Contract has been completed except for work having a Contract Price of less than one per cent of the then adjusted total Contract Price, or substantially all of the Work has been completed and opened to public use except for minor incomplete or unsatisfactory Work items that do not materially impair the usefulness of the Work required by the Contract. Partial use or occupancy shall not result in the work being deemed substantially complete, and such partial use or occupancy shall not be evidence of substantial completion.

## ARTICLE 4. CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the CONTRACTOR's performance of the Contract, the Contract Price of Two Hundred Twenty One Thousand Dollars ($221,000), subject to additions and deductions by an amendment to the Contract Documents.

## ARTICLE 5. CANCELLATION AND UNANTICIPATED CONDITIONS

If the CONTRACTOR shall neglect to perform the terms of this Contract promptly, the OWNER, by its duly-authorized representative may, after twenty-four (24) hours written notice to the CONTRACTOR, without prejudice to any other remedy it may have, make good such deficiencies, and may deduct the cost thereof from any payments then or thereafter due to the CONTRACTOR.

**A. Unanticipated Subsurface or Latent Physical Conditions.** Pursuant to G.L. c.30, §39N, if, during the progress of the Work, the CONTRACTOR or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents, either the CONTRACTOR or the contracting authority may request an equitable adjustment in the Contract Price of the Contract applying to Work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from the CONTRACTOR, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on (he plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the plans and Contract Documents and are of such a nature as to cause an increase or decrease in the cost of performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the Work, the contracting authority shall make an equitable adjustment in the Contract Price and the Contract shall be modified in writing accordingly.

## ARTICLE 6. SUSPENSIONS AND DELAYS BY THE OWNER

In the event that a suspension or delay, interruption or failure to act by the OWNER increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the General CONTRACTOR for payment for an increase in the cost of his performance as provisions A and B below give the General CONTRACTOR against the OWNER, but nothing in provisions A and B below shall in any way change, modify or alter any other rights which the General CONTRACTOR or the Subcontractor may have against each other.

**A. Suspensions, Delays, Interruptions.** The OWNER may order the General CONTRACTOR in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the OWNER; provided however, that if there is a suspension, delay or interruption for fifteen (15) days or more due to a failure of the OWNER to act within the time specified in this Contract, the OWNER shall make an adjustment in the Contract Price for any increase in the cost of performance of this Contract, but shall not include any profit to the General CONTRACTOR on such increase; and provided further that the OWNER shall not make any adjustment in the Contract Price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this Contract provides for an equitable adjustment of the Contract Price under any other Contract provisions.

**B. Claims.** The General CONTRACTOR must submit the amount of a claim under provision 6A to the OWNER in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this Contract and, except for costs due to a suspension order, the OWNER shall not approve any costs in the claim incurred more than twenty (20) days before the General CONTRACTOR notified the OWNER in writing of the act or failure to act involved in the claim.

All claims by the CONTRACTOR shall set forth in detail all known facts and circumstances supporting the claim. The CONTRACTOR shall continue its performance under this Contract regardless of the submission or existence of any claims.

The liability of the OWNER under this Agreement is limited to the compensation provided herein for work actually performed to the extent that such compensation is permitted by law. The OWNER's liability shall in no event include liability for incidental, special or consequential damages or lost profits or for damages of loss from causes beyond the OWNER's reasonable control.

## ARTICLE 7. PAYMENT TO CONTRACTORS

**A. Payment to Contractors. Notwithstanding anything in the Contract.** Documents to the contrary, any and all payments that the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. Payments shall be made in accordance with G.L. c.30, §39G, including all current amendments, generally as follows:

1. The OWNER shall pay the amount due pursuant to any periodic, substantial completion or final estimate within thirty-five (35) days after receipt of written acceptance of said estimate from the CONTRACTOR.

2. In case of periodic payments, the OWNER may deduct from its payment a retention based on its estimate of the fair value of its claims against the CONTRACTOR, a retention of direct payment to Subcontractors based on demands for same in accordance with the provisions of G.L. c.30 §39F, and a retention to secure satisfactory performance of the contractual work not exceeding five percent (5%) of the approved amount of any periodic payment.

3. The same right to retention shall apply to bonded Subcontractors entitled to direct payment under G.L. c.30 §39F.

4. A five percent (5%) value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

Acceptance of periodic payments by the CONTRACTOR shall constitute a waiver of claims known or knowable at the time by the payee except those previously made in writing and identified by the payee as unsettled at the time of periodic payment.

The payment of any periodic estimate or of any retained percentage shall in no way constitute an acceptance of the work or in no way prejudice or affect the obligation of the CONTRACTOR at its own cost or expense to repair, correct, renew, or replace any defects or imperfections in the work as well as all damages due or attributable to such defects, nor shall any such payments for any current estimate or of any retained percentages prejudice or affect the rights of the Town to hold the CONTRACTOR liable for breach of contract or avail itself of other remedies under this Contract.

If at any time there shall be evidence of any lien or other claim for which, if established, the Town may become liable, directly or indirectly, and which is chargeable to the CONTRACTOR, the Town may retain out of the payment then due or thereafter to become due, an amount sufficient to completely indemnify it against any such claim. If there proves to be any such claims after all the payments are made, the CONTRACTOR shall refund to the Town all moneys that the Town pays in discharging such claim in consequence of the CONTRACTOR's default.

**C. Payment if the OWNER Causes Delay.** In accordance with G.L. c.30, §390(a), the OWNER may order the General CONTRACTOR in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the OWNER; provided however, that if there is a suspension, 'delay or interruption for fifteen (15) days or more or due to a failure of the OWNER to act within the time specified in this Contract, the OWNER shall make an adjustment in the Contract Price for any increase in the cost of performance of this Contract but shall not include any profit to the General CONTRACTOR of such increase; and provided further, that the OWNER shall not make any adjustment in the Contract Price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this Contract provides for an equitable adjustment of the Contract Price under any other Contract provisions.

G.L. c.30, §390(b) provides that the General CONTRACTOR must submit the amount of a claim under provision (a) to the OWNER in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this Contract and, except for costs due to a suspension order, the OWNER shall not approve any costs in the claim incurred more than 20 days before the General CONTRACTOR notified the OWNER in writing of the act or failure to act involved in the claim.

## ARTICLE 8. FINAL PAYMENT

Final payment shall be made by the OWNER to the CONTRACTOR when (a) a final Application for Payment, certified for payment by the Architect, Engineer, or the OWNER as the case may be, has been submitted to the OWNER, and (b) whichever of the following first occurs: (i) the CONTRACTOR has substantially completed the Work so that the value of the work remaining to be done is, in the estimate of the OWNER, less than one (1 %) per cent of the original Contract Price, or (ii) the CONTRACTOR has substantially completed the work and the OWNER takes possession for occupancy.

Final payment shall constitute payment of the entire balance due on the Contract less (i) a retention based on the OWNER's estimate of its claims against the CONTRACTOR and of the cost of completing the incomplete and unsatisfactory items of work and less (ii) a retention for direct payments to Subcontractors pursuant to the provisions of M.G.L. c.30, §39F.

Interest on overdue payments shall be paid pursuant to the provisions of G.L. c.30, §39K.

The final payment for work done under this Contract shall be made only after the CONTRACTOR has signed a statement under the penalty of perjury certifying that the work described in this Contract has been completed.

The payments of the amounts due under this Contract or in accordance with any written alterations of the same by the parties hereto shall release the OWNER and all of its officers, agents, and employees from any and all claims and liability in any way relating to this Contract or any such alternation thereof or anything relating thereto.

## ARTICLE 9. PROJECT GUARANTEE

The CONTRACTOR guarantees that the Work and services to be performed under the Contract and all workmanship, material supplied by the contractor, and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other Contract Documents; that the strength of all parts of all manufactured equipment shall be adequate and as specified; and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one (1) year from and after the date of completion and acceptance of the Work. If part of the Work is accepted by the OWNER, the guarantee for that part of the Work shall be for a period of one (1) year from the date fixed for such acceptance.

If at any time within said period of guarantee any part of the Work requires repairing, correction, or replacement, the OWNER may notify the CONTRACTOR in writing to make the required repairs, corrections, or replacements. If the CONTRACTOR neglects to commence making such repairs, corrections, or replacements to the satisfaction of the OWNER within three (3) days from the date of receipt of such notice, or having commenced, fails to prosecute such Work with diligence, the OWNER may employ other persons to make the same, and all direct and indirect costs of making said repairs, corrections, or replacements, including compensation for additional professional services, shall be paid by the CONTRACTOR.

## ARTICLE 10. TERMINATION, SUSPENSION, OR DELAY

**A. Termination for Cause.** The OWNER may terminate this Contract for cause by written notice, in accordance with Article 14 C. if the OWNER determines that any of the following circumstances have occurred:

1. The CONTRACTOR is adjudged bankrupt or has made a general assignment for the benefit of its creditors;

2. A receiver has been appointed of the CONTRACTOR's property;

3. All or a part of the Work has been abandoned;

4. The CONTRACTOR has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the OWNER, except as provided in the Contract;

5. The Engineer or the OWNER has determined that the rate of progress required on the Project is not being met; or

6. The CONTRACTOR has substantially violated any provisions of this Contract.

In the event of such termination, the OWNER may hold the CONTRACTOR and its sureties

liable in damages as for a breach of contract, and/or the OWNER may notify the CONTRACTOR to discontinue all work, or any part thereof, and the CONTRACTOR shall discontinue all Work, or any part thereof, as the OWNER may designate.

The OWNER may complete the Work, or any part thereof, and charge the expense of completing the Work or part thereof, to the CONTRACTOR.

The OWNER may take possession of and use any materials, machinery, implements and tools found upon the site of said Work. The OWNER shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the CONTRACTOR shall be solely responsible for their removal from the Project site after the OWNER has no further use for them.

The OWNER may, at its option, require the surety or sureties to complete the Contract.

**B. Termination Liabilities.** All expenses charged under paragraph A shall be deducted and paid by the OWNER out of any monies then due or to become due the CONTRACTOR under this Contract; and in such accounting the OWNER shall not be held to obtain the lowest figures, by competitive bid or otherwise, for the work of completing the Contract or any part thereof. Because both parties recognize (1) that the time for completion of this Contact is of the essence, (2) that the Town will suffer loss if the work is not completed within the contract time specified, plus any extension thereof allowed in accordance with the provisions of this Contact, and (3) the delays, expense and difficulties involved in a legal proceeding to determine the actual loss suffered by the Town if the work is not completed in time, it is agreed that the CONTRACTOR will pay the Town as liquidated damages the sum of Two Hundred

Dollars ($200) per day for each and every day thereafter that it fails to deliver such work completed according to the requirements of the Contract. Such liquidated damages shall be paid not as a penalty, but to cover losses and expenses to the OWNER, including intangible costs and losses that are or may be impracticable to ascertain. Allowing the CONTRACTOR to continue to finish the work (or any portion of the work) after the time specified for completion of the work shall not operate as a waiver on the part of the Town of any of its rights under the Contract or otherwise under law or equity.

All sums actually paid by the OWNER to complete the Work shall be charged to the CONTRACTOR. In case the expenses charged are less than the sum which would have been payable under this Contract if the same had been completed by the CONTRACTOR, the CONTRACTOR shall be entitled to receive the difference. In case such expenses shall exceed the said sum, the CONTRACTOR shall pay the amount of the excess to the OWNER.

**C. Termination - No Fault.** The OWNER may terminate this Agreement by notice to the CONTRACTOR for the convenience of the OWNER. In the event that this Contract is so terminated by the OWNER or otherwise terminated by the OWNER, by written notice in accordance with Article 14c., and termination is not based on a reason listed in paragraph A., the CONTRACTOR shall be compensated for its costs incurred on the Project, including reasonable costs of demobilization, calculated on a percent completion basis, covering the period of time between the last periodic payment and the date of termination, less any hold back due to claims against the CONTRACTOR, pending resolution of same.

Payment by the OWNER pursuant to this paragraph shall be considered to fully compensate the CONTRACTOR for all claims and expenses and those of any consultants, Subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

Should any termination for cause be determined to be invalid or not for proper cause, then the termination shall be deemed to have been for the convenience of the OWNER and the CONTRACTOR shall be entitled to payment as provided for herein.

Any termination or suspension shall not impair the right of the OWNER to recover damages occasioned by the fault of the CONTRACTOR. Any suspension shall not limit the right of the OWNER to terminate.

**D. Suspension and Delay.** Should the OWNER be prevented or enjoined from proceeding with Work either before or after the start of construction by reason of any litigation or other reason beyond the control of the OWNER, the CONTRACTOR shall not be entitled to make or assert claim for damage by reason of said delay but time for completion of the Work will be extended to such reasonable time as the OWNER may determine will compensate for time lost by such delay with such determination to be set forth in writing. See also Article 7C, citing G.L. c.30, § 390(a) and (b).

## ARTICLE 11. REPRESENTATIONS AND CERTIFICATIONS OF THE CONTRACTOR

The CONTRACTOR hereby represents and certifies under the pains and penalties of perjury:

**A. Organization.** The CONTRACTOR is a duly organized and validly existing corporation/partnership/trust/sole proprietorship [select one] and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate

the transactions contemplated hereby.

**B. Authority.** (Not applicable to sole proprietorships.) This Agreement has been duly executed and delivered on behalf of the CONTRACTOR by its president/treasurer/general partner/trustee/other [select one] to and in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof. The person executing this Agreement is, as of the date hereof, the president/treasurer/general partner/trustee/other [select one] of the CONTRACTOR.

**C. Non-Collusion.** The bid upon which this Agreement was based was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

**D. Tax and Contributions Compliance.** The CONTRACTOR is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of contributions.

CONTRACTOR's tax identification number is: _____

**E. Municipal Taxes and Liens.** The CONTRACTOR has paid all real estate, personal property or excise tax, water charges, fines and or any other municipal lien charges due to the Town of Cheshire.

**F. Debarment.** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency.

**G. Minimum Wage.** The CONTRACTOR shall comply with the requirements of the G.L. c.149, §§26 through 30, inclusive, as amended, all of which are hereby incorporated herein by reference, and Minimum Wage Rates and Health and Welfare and Pension Fund Contributions as determined by the Commissioner of Labor and Industries under the provision of the aforesaid statutes as applicable.

**H. Licenses and Permits.** The CONTRACTOR is in possession of all required licenses and permits for any activity that may occur from the CONTRACTOR's operations under this Agreement. The CONTRACTOR will submit copies of such licenses and/or permits upon request.

**I. Discrimination.** It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the CONTRACTOR to engage in any practice which shall violate any provision of G.L. c.151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions, or privileges of employment because of race, color, religion, creed, national origin, sex, sexual orientation, age or ancestry.

**J. Conflict of Interest.** The bidder certifies that no official or employee of the OWNER has a financial interest in this quotation or in the Contract which the bidder offers to execute or in the expected profits to arise there from, unless there has been compliance with provisions of G.L. c.43, §27 (Interest in Public Contracts by Public Employees), and G.L. c.268A, §20 (Conflict of Interest), and that

this quotation is made in good faith without fraud or collusion or connection with any other person submitting a quotation.

## ARTICLE 12. INSURANCE

1. Broad form General Liability coverage naming the Town as additional insured, written on a "per occurrence" basis and with an aggregate cap no less than three times the required limit: $1,000,000 CSL. Such insurance shall (i) include contractual liability coverage, (ii) completed operations coverage; (iii) not be subject to any of the special property damage liability exclusions commonly referred to as XCV exclusions; and (iv) be extended by the addition of the so-called "broad Form Property Damage Endorsement".

2. Automobile Liability coverage, including coverage for owned, hired or borrowed autos: $1,000,000 CSL.

3. Worker's Compensation coverage (per Massachusetts law) and Employer's Liability coverage: coverage A at statutory limits and coverage B at limits of $100,000/$500,000/$100,000.

4. Umbrella or Excell Liability coverage following form of underlying General and Automobile Liability coverage: $1,000,000 CSL.

5. Wherever applicable, including, but not limited to Contractor's Comprehensive General Liability Insurance, all insurance coverage shall be on an "occurrence basis" and not a "claims-made basis".

6. Certificates of Insurance and copies of policies acceptable to the Town shall be addressed to and filed with the Town Administrator prior to commencement of the work. Renewal certificates shall be filed with the Town Administrator at least thirty (30) days prior to the expiration date of required policies.

7. No insurance coverage shall be subject to cancellation or non-renewal without at least thirty (30) days prior written notice forwarded by registered or certified mail to the Town. The Contractor shall notify the Town of the attachment of any restrictive amendments, material changes or impairment to the policies.

8. All premium costs shall be included in the Contractor's bid. The Contractor shall be responsible for the cost of any and all deductibles.

9. The Town of Cheshire (including its officials, employees, agents and representatives) shall be named as an additional insured on all the Contractor's Insurance Policies.

Prior to the execution of a contract, the successful bidder shall furnish to the Town, Certificates of Insurance which evidence the maintenance of the above policies.

All Certificates of Insurance shall include the Town of Cheshire as an additional named insured

and shall require a thirty-day notice of cancellation to the Town.

## ARTICLE 13. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and save the OWNER harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments or any nature whatsoever that may be imposed upon or incurred by or asserted against the OWNER by reason of any of the following occurrences during the term of this Contract:

1. Any accident, injury to, or death of any person or any damage to property arising out of or in any way referable to the work or the exercise by the CONTRACTOR or any of his employees, agents or Subcontractors, of any right or privilege hereby granted; or

2. Any use, non-use, condition, or occupation of the CONTRACTOR or any of his employees, agents or Subcontractors of the property; or

3. Any failure of the CONTRACTOR or any of his employees, agents or Subcontractors, to perform or comply with any contracts, agreements or restrictions, statutes, laws, ordinances or regulations affecting the Work or any part thereof.

## ARTICLE 14. MISCELLANEOUS PROVISIONS

**A. References.** Where reference is made in this Contract to a provision of the General Conditions, the Technical Specifications or another Contract Documents, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**B. Terms Required by Law.** All terms required by law to be included in this Contract are hereby included and shall be in as full effect as if set forth in full herein.

**C. Notice.**

1. Any notice required to be given to the CONTRACTOR under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested to: 399 Fuller St. PO Box 510 Ludlow, ma 01056 or such other address as the CONTRACTOR from time to time may have designated by written notice to the OWNER and shall be deemed to have been given when mailed by the OWNER. All such addresses shall contain a street address.

2. Any notice required to be given to the OWNER by the CONTRACTOR under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested to:
Town of Cheshire, 80 Main Street, Cheshire, MA 01225 or such other address as the OWNER from time to time may have designated by written notice to the CONTRACTOR and shall be deemed to have been given when mailed by the OWNER.

**D. Independent Contractor.** The CONTRACTOR is not an agent or employee of the OWNER and

is not authorized to act on behalf of the OWNER. The CONTRACTOR is not entitled to any benefits or privileges of the OWNER's employees by reason of this agreement.

**E. Complete Agreement.** This Agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

**F. Assignment.** The CONTRACTOR shall not assign this Agreement, or any interests therein, without prior written consent of the TOWN.

**G. Subcontractors.** The CONTRACTOR shall not engage any other company, Subcontractor or individual to perform any obligation hereunder, without the prior written consent of the OWNER.

**H. Governing Law.** This Agreement shall be governed by the law of the Commonwealth of Massachusetts.

**I. Enforceability.** In the event any provision of this Agreement is found to be legally unenforceable, such unenforceabi1ity shall not prevent enforcement of any other provision of the Agreement.

**J. Personal Liability.** No member, employee, official, office, agent, staff or consultant of the OWNER shall be under any personal obligation or liability by reason of this Contract, the execution thereof or anything relating thereto.

**K.** All section headings and captions used in this Agreement are solely for convenience and shall not affect the interpretation of this Agreement.

**L.** This Contract shall not be enforceable against the Town unless and until the CONTRACTOR complies with this section. This Contract is only binding upon, and enforceable against the Town if:

(i) The Contract is signed by the Board of Selectmen or its designee;

(ii) Endorsed with approval by the Town Accountant as to appropriation or availability of funds; and

(iii) Endorsed with the approval of the Town Counsel as to form.

**M.** This contract shall be binding upon the CONTRACTOR, its assigns, transferees, and/or successors in interest and, where not corporate, the heirs and estate of the CONTRACTOR.

**IN WITNESS WHEREOF,** the said OWNER and the said CONTRACTOR have executed this Agreement as a sealed instrument as of the date first written above.

| | |
|---|---|
| _____ | _____ |
| _____ | Representative of Contractor |
| _____ | |
| Town of Cheshire Board of Selectmen | |
| Date:_____ | Date:_____ |

# COMMONWEALTH OF MASSACHUSETTS
## WILLIAM FRANCIS GALVIN
## SECRETARY OF THE COMMONWEALTH

**WARRANT FOR 2022 STATE PRIMARY**

**SS.**
To the Constables of the City/Town of _____CHESHIRE_____

**GREETINGS:**
In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at:

_____Cheshire Community/Senior Center_____

119 School Street

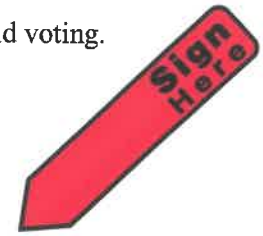
On **TUESDAY, THE SIXTH DAY OF SEPTEMBER, 2022,** from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

| | |
|---|---|
| GOVERNOR | For this Commonwealth |
| LIEUTENANT GOVERNOR | For this Commonwealth |
| ATTORNEY GENERAL | For this Commonwealth |
| SECRETARY OF STATE | For this Commonwealth |
| TREASURER | For this Commonwealth |
| AUDITOR | For this Commonwealth |
| REPRESENTATIVE IN CONGRESS | FIRST DISTRICT |
| COUNCILLOR | EIGHTH DISTRICT |
| SENATOR IN GENERAL COURT | BERKSHIRE, HAMPDEN FRANKLIN & HAMPSHIRE DISTRICT |
| REPRESENTATIVE IN GENERAL COURT | FIRST BERKSHIRE DISTRICT |
| DISTRICT ATTORNEY | BERSHIRE DISTRICT |
| SHERIFF | BERKSHIRE COUNTY |

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this ____9TH___ day of __August___, 2022.




_____ _____

_____ _____

_____ _____

Selectmen of: _____CHESHIRE_____

Posted: Cheshire Town Hall, Cheshire Town Hall annex, Cheshire Police Station, Cheshire Community/Senior Center, Cheshire Post Office and Adams Community Bank

_____

_____ _____, 2022.

Constable (month and day)

Posted: Cheshire Town Hall, Cheshire Town Hall Annex, Cheshire Police Department, Cheshire Community/Senior Center, Cheshire Post Office and Adams Community Bank

Warrant must be posted by **August 30, 2022** (at least *seven days prior* to the **September 6, 2022)**

_____ _____ **days**

**Constable**

The Commonwealth of Massachusetts
Town of Cheshire
Massachusetts

OFFICE OF THE
TOWN CLERK

80 Church Street
P.O. Box S
Cheshire, MA 01225
Tel. (413) 743-1690 x22
Fax (413) 743-0389
townclerk@cheshire-ma.gov

August 4, 2022

Cheshire Board of Selectmen

Dear Board of Selectmen,

The VOTES ACT of 2022, Section 72 requires that the Board of Selectmen assign Police Officers and Constables to the polling places for all elections and primaries in 2022.

I would recommend the Board of Selectmen designate the Cheshire Police Chief the authority to assign specific police officers according to scheduling and availability.

Respectfully submitted,

Christine B. Emerson
Christine B. Emerson

- Constable Alison Warner is the Election Official within the polls.
- Police Officers will be required to bring the ballots, voting lists and voting machines from the Town Hall to the polls the morning of the elections.
- Police Officers will be required to return the voting machines and materials back to Town Hall after the close of polls and after tallying is complete.
- November 8, 2022 state Election may require a Police Officer to monitor the parking lot and direct traffic at the polls.

# The Commonwealth of Massachusetts

William Francis Galvin, Secretary of the Commonwealth
Elections Division

## Election Advisory #22-01

Changes to State Election Laws

June 23, 2022

The purpose of this Advisory is to familiarize local election officials with changes to state election laws that will impact the 2022 State Primaries and State Election, as well as upcoming local elections.

This Advisory includes a first-glance summary of changes that will directly affect how you, as a local election official, will carry out your duties. Additional information and specifics will be provided in the coming weeks and months, as different aspects of the new law go into effect and as new regulations are promulgated.

### The VOTES Act

On June 22, 2022, an election reform law titled "The VOTES Act" was signed into law. Among other things, the VOTES Act makes several of the temporary changes from the pandemic permanent, so many of these policies and procedures will be familiar to those of you administering elections in 2020. The new law also makes the absentee voting process and early voting by mail processes consistent.

### Voter Registration Deadlines

Beginning July 22, 2022, the voter registration deadline for all elections and town meetings will be 10 calendar days before the date of the meeting or election.

Local election officials will still be required to hold in-person registration sessions on the last day to register to vote, which for any Tuesday election will now be a Saturday, but the registration session will end at 5 p.m. instead of 8 p.m.

For cities and towns with more than 1,500 voters, the registration session must be held from 9 a.m. until 5 p.m. For towns with fewer than 1,500 voters, the registration session must be held from 9 a.m. until 11 a.m. and from 3 p.m. until 5 p.m.

## Poll Worker Appointments

Effectively immediately, there is additional flexibility for the appointment of poll workers.

If, six weeks before an election, it is determined that there are not enough election officers appointed, the appointing authority (board of selectmen, city council, board of election commissioners) may appoint poll workers without regard to political party affiliation, voter registration status, residence, or inclusion on a list from a local party committee.

If, three weeks before an election, there are still not enough poll workers appointed, the clerk will be able to fill vacancies by appointing any competent person, without regard to party, residence, or a list from a local party committee.

Further, you now have the option to eliminate the use of a check-out table if you choose to do so. If you do not use a check-out table, however, you must still have a poll worker stationed at the ballot box.

If poll workers are appointed without regard to party affiliation, the inspectors at the check-in table (and check-out, if used) cannot be of the same political party. If poll workers are appointed from lists from the parties, the inspectors must be of different political parties.

### Police Officer Assignments

Effective immediately, the law regarding assignment of police officers at polling places is amended to require the board of selectmen, town council, or city council to assign police officers and constables to polling places. Previously, this was the responsibility of the chief of police.

Since this change is taking effect before the primaries, you will need to communicate with your selectmen or council to make sure they detail officers at a summer meeting before September.

## Vote by Mail

Effective immediately, early voting by mail must be available for all state elections, state primaries, and presidential primaries.

Early voting by mail is also required for all local elections and preliminaries, unless the city or town opts out. In order to opt out of Vote by Mail for a local election, the selectmen, city council, or town council must hold a public hearing and public roll call vote to NOT allow Vote by Mail no later than 45 days before the date of the election. Cities and towns cannot opt out of Vote by Mail for a local election if the election is happening on the same day as a state election, state primary, or presidential primary.

### Applications

As in 2020, the Elections Division will be mailing Vote by Mail applications at least 45 days before every regular state primary, state election, and presidential primary. The applications will be sent to everyone registered to vote by the 60th day before the election who has not

The Commonwealth of Massachusetts
Town of Cheshire
Massachusetts

OFFICE OF THE
TOWN CLERK

80 Church Street
P.O. Box S
Cheshire, MA 01225
Tel. (413) 743-1690 x22
Fax (413) 743-0389
townclerk@cheshire-ma.gov

## EARLY VOTING IN PERSON

Designated site: Town Hall

Town Clerk's Office

80 Church Street

Cheshire, MA 01225

Site and hours are posted on Secretary of the Commonwealth Elections Division website and the Town of Cheshire Website.

Hard copies posted at the Town Hall, Police Station, Cheshire Post Office, Cheshire Community/Senior Center and Adams Community Bank.

Christine B. Emerson

8/2/2022

The Commonwealth of Massachusetts
Town of Cheshire
Massachusetts

OFFICE OF THE
TOWN CLERK

80 Church Street
P.O. Box S
Cheshire, MA 01225
Tel. (413) 743-1690 x22
Fax (413) 743-0389
townclerk@cheshire-ma.gov

# ELECTION STAFF FOR 2022-2023

Mary Ellen Baker

Neil Baker

Robert Belini

Carol Daniels

Nancy Delorey

Carol Francesconi

Alison Warner

Counters:

Sharon Chalmers

Thomas Chalmers

Heather Emerson

Denise Gregoire

Ann Mange

Stephanie Martin

Marcia Rand

Judy Serafin

Wendy Warner

Board of Registrar of Voters

Gary Herzog

Diane Hitter

Elizabeth King

Minimum wage for 2022 is 414.25 per hour.

Christine B. Emerson 8/2/2022

## EARLY VOTING IN PERSON SCHEDULE

Saturday, August 27 Voter Registration Session 9:00am to 5:00pm

Last day to register to vote or change party for the Primary

| | | |
|---|---|---|
| Saturday, August 27 | In Person Voting | 10:00 am to 5:00 pm |
| Monday, August 29 | In Person Voting | 3:00 pm to 5:00 pm |
| Tuesday, August 30 | In Person Voting | 9:00 am to 7:00 pm |
| Wednesday, August 31 | In Person Voting | 9:00 am to 5:00 pm |
| Thursday, September 1 | In Person Voting | 9:00 am to 5:00 pm |
| Friday, September 2 | In Person Voting | 9:00 am to 5:00 pm |

**Early Voting in Person will be in the Town Clerk's Office, Cheshire Town Hall, 80 Church Street, Cheshire.**

**Last day to apply for Early Voting by Mail is 5:00 pm on August 29.**

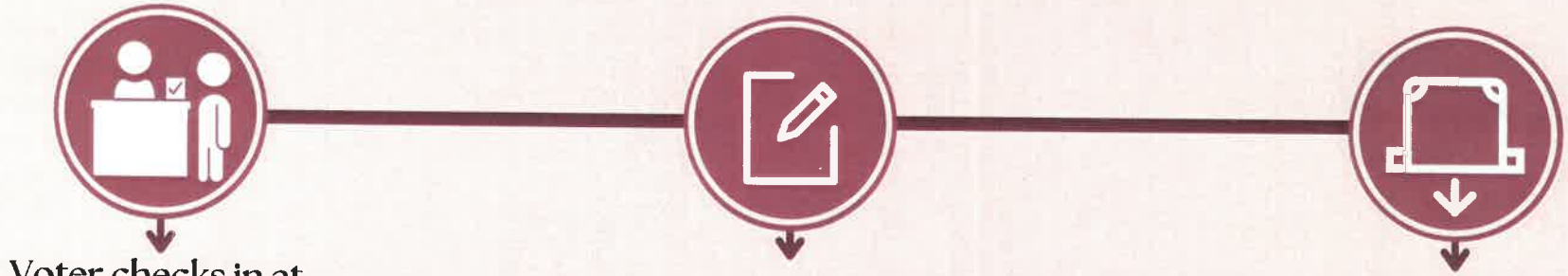
**STATE PRIMARY, SEPTEMBER 6, 2022.**

**Polls: 119 School Street, Community/Senior Center**

**Polls open: 7:00 am to 8:00 pm**

Cheshire Town Clerk, 413-743-1690 ext. 22 townclerk@cheshire-ma.gov

# VOTER PROCESS PRIOR TO VOTE BY MAIL



Voter checks in at the polls

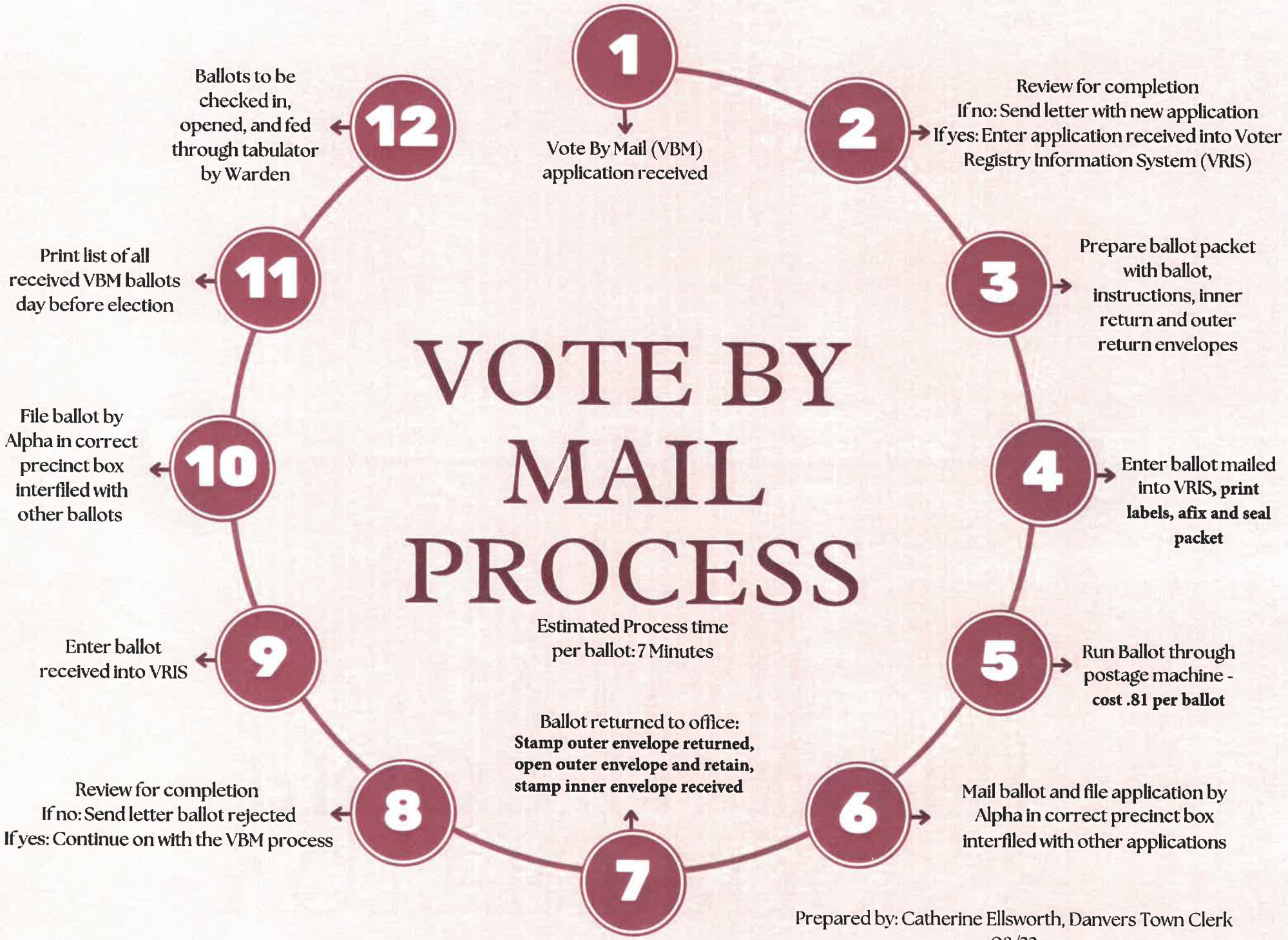
Voter marks ballot

Voter deposits ballot in tabulator

Prepared by: Catherine Ellsworth,
Danvers Town Clerk 08/22

# VOTE BY MAIL PROCESS

Estimated Process time per ballot: 7 Minutes




Prepared by: Catherine Ellsworth, Danvers Town Clerk
08/22

# 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 – July 26, 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 July 26, 2022, at 6:30 PM.

**Board of Selectmen Members Present:** Michelle Francesconi – Chair
Shawn McGrath – Vice Chair
Jason Levesque
Ray Killeen (arrived at 7:00 p.m.)
Ron DeAngelis

**Finance Committee Present:** John Tremblay- Chair
Kathy Levesque
Lenwood "Woody" Vaspra
Michael Biagini
Denise Gregoire

**Finance Committee Absent:** Heather Emerson

**Others Present:** Jennifer Morse, Town Administrator; Robert Navin, Highway Superintendent; Corey McGrath, Facilities Maintenance; Lynn Melchiori; Peter Traub; Mark Biagini; Michael Sabato.

**Summary of Votes Taken:**

| | |
|---|---|
| • Vote by Board of Selectmen to approve the Financial Policies | Vote: 4-0-1 |
| • Vote by the Finance Committee to approve the Financial Policies | Vote: 5-0 |
| • Vote to hire Mike Sabato as Highway Laborer/Truck Driver/Equipment Operator | Vote: 5-0 |
| • Vote to change the Highway Workers summer schedule on a trial basis | Vote: 5-0 |
| • Vote to approve the consent agenda with the July 14, 2022, Minutes | Vote: 5-0 |
| • Vote to approve the July 14, 2022, Minutes | Vote: 3-0-2 |
| • Vote to enter Executive Session | Vote: 5-0 |
| • Vote to approve Cheshire Rod & Gun Club Licenses for August 13 & August 20 | Vote: 4-0-1 |
| • Vote to participated in the Winter Products Bid through FRCOG | Vote: 5-0 |
| • Vote to adjourn at 9:30 p.m. | Vote: 5-0 |

**Michelle Francesconi called the meeting of the Board of Selectmen to order at 6:30p.m.**
**John Tremblay called the meeting of the Finance Committee to order at 6:32 p.m.**

**Joint meeting with the Finance Committee to review/adopt Financial Policies**
S. McGrath led the discussion as the board member involved in the development of the policies with UMASS Collins Center with funds from a Community Compact – Best Practices Grant.
There was group discussion on the Section A2 (Capital Planning), thresholds and emergencies which resulted in changing the threshold for Capital Projects to $5,000 and changing the wording in the emergency bullet point. Discussion on Section A4 (Enterprise Fund) and an explanation of Indirect Costs which is a practice currently not being practiced. Section A5 (Reserves) lengthy discussion on changing the total reserves from 5-10% to 10-12%. Section A7 (OPEB) discussion on changing the actuary study from yearly to every three years.

J. Tremblay mentioned that the Capital Project request forms should have a ranking system as recommended by the Department of Revenue, J. Morse will mention this to BRPC but feels like it is in the new form.

Board of Selectmen: *A motion was made by S. McGrath and seconded by R. DeAngelis to approve the Financial Policies as amended.*
**Roll Call Vote: R. DeAngelis- Yes, R. Killeen – Abstain, S. McGrath – Yes, J. Levesque- Yes, M. Francesconi- Yes**
**Motion Carries: 4-0-1**

Finance Committee: *A motion was made by W. Vaspra and seconded by D. Gregoire to approve the Financial Policies as amended.*
**Roll Call Vote: W. Vaspra- Yes; D. Gregoire- Yes, Kathy Levesque- Yes, M. Biagini – Yes, J. Tremblay - Yes**
**Motion Carries: 5-0**

The Finance Committee left the meeting at 7:00 p.m.

**Department Updates**
**New Employee** - Robert Navin and Michael Sabato joined the table and R. Navin shared that two interviews were conducted for the Highway Laborer/Equipment Operator/Truck Driver job and that he is recommending Michael Sabato for the position. He felt that he is a good fit for the position with a great attitude and willingness to learn, being a great asset for the community. Discussion on obtaining a CDL license, Michael has already researched the permitting process and investigated schools that could starts as early as August. It was noted that he is a fire fighter and drives the Fire engines so obtaining a CDL should not be problematic.
*A motion was made by S. McGrath and seconded by R. Killeen to hire Michael Sabato as Highway Laborer/Equipment Operator/Truck Driver.*
**Roll Call Vote: R. DeAngelis- Yes, R. Killeen – Yes, S. McGrath – Yes, J. Levesque- Yes, M. Francesconi- Yes**
**Motion Carries: 5-0**

**Workers Schedule** – R. Navin shared that he was not in support of four ten-hour days however after speaking with other towns is supportive and recommends Monday – Thursday 6:30 a.m. – 4 p.m. and Friday 7:00 a.m. – 11 a.m. from Memorial Day through Labor Day only. He explained that since the pay period starts on Friday extra hours worked on Friday could be adjusted through the following week, eliminating overtime. He felt it would be good for the morale of the department and would like to recommend a trial period through Labor Day this year. J. Morse confirmed an amendment would need to be made to the union contract and discussion ensued on revisiting the change yearly. The Highway Superintendent asked that the trial period be reviewed in September or October of this year.
**A motion was made by S. McGrath and seconded by R. DeAngelis to change the work schedule on a trial basis for 2022.**
**Roll Call Vote: R. DeAngelis- Yes, R. Killeen – Yes, S. McGrath – Yes, J. Levesque- Yes, M. Francesconi- Yes**
**Motion Carries: 5-0**

**Emergency Response Calls** - M. Francesconi started by noting that the Highway workers that were also fire fighters used to always respond to emergency calls. The town is struggling to get a response during the day and the ambulance services are struggling to meet demand. She suggested a rotational schedule based on the workload of the highway department. R. Navin shared that he understands the demand and reasoning for the request however is shorthanded and felt it would negatively impact the work of the department. S. McGrath stated that the response from highway should be automatic with the workers being the first released from a scene to return to work. R. DeAngelis stated that this is a temporary solution and that the subject needs to be addressed. J. Morse will set up a meeting with the Fire Chief, Highway Superintendent, and workers for some time next week to discuss procedures.

**Consent Agenda**

*A motion was made by M. Francesconi and seconded by J. Levesque to approve the consent agenda without the July 14, 2022, minutes.*

**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. Killeen to approve the July 14, 2022, minutes*

**Roll Call Vote: R. DeAngelis- Yes, R. Killeen – Yes, S. McGrath – Abstain, J. Levesque- Abstain, M. Francesconi- Yes**
**Motion Carries: 3-0-2**

J. Levesque asked that the Facilities Request Form be updated to a fillable PDF format.

| |
|---|
| *Minutes – June 28, 2022; July 12, 2022; July 14, 2022* |
| *Warrants - PR23-02; AP 22-31; AP23-03* |
| *Adams/Cheshire Youth Football Facilities Request Form* |

**Executive Session**

*A motion was made by M. Francesconi and seconded by S. McGrath to enter into Executive Session at 7:50 p.m.to return to regular session at the conclusion of the meeting according to MGL Chapter 30A, Section 21(a) to discuss the reputation, character, physical condition or mental health rather than the professional competence of an individual or discuss the discipline or dismissal of, or complaints or charges against, a public officer, employee, staff member or individual – Water Superintendent*

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

Return to Regular Meeting at 8:21 p.m.

**Board of Selectmen Discussion/Decision Items**

**Cheshire Rod and Gun Club Liquor Licenses – August 13, August 20.**

*A motion was made by M. Francesconi and seconded by S. McGrath to approve the one-day liquor licenses for the Cheshire Rod and Gun Club on August 13, 2022, and August 20, 2022*

**Roll Call Vote: R. DeAngelis- Yes, R. Killeen – Yes, S. McGrath – Yes, J. Levesque- Abstain, M. Francesconi- Yes**
**Motion Carries: 4-0-1**

**Request for Master Plan Implementation Committee**
A request was made by the Planning Board on a vote of 4-1 to requesting the implementation of the Master Plan Committee. R. DeAngelis felt that the plan is now obsolete, and S. McGrath suggested a joint meeting to review and update the current document. Peter Traub, Planning Board Chair was present and discussed the reasoning why the Planning Board made the request noting that the committee would be an advisory board to both the Board of Selectmen and the Planning Board. After discussion it was determined that a committee would not be formed and that there will be a joint meeting in September/October. In the meantime, members will review the plan and be prepared for the fall meeting.

**Leland Park Update** - M. Francesconi gave an update on the park restoration project which is being funded by the town and an anonymous donor. The board voted to remove the tree on June 30, 2022, and now members of the Cheshire Imitative Committee do not want them removed. There was discussion on the property being owned by the Town and the decision to remove the tree was in the best interest of the abutter and the town. J. Morse will contact the Tree Service in the morning to request the removal of the tree. C. McGrath will work with Whitney's on the plantings and will get estimates to replace the sidewalk. C&S Masonry is doing all the work on the Cheese Press pro-bono.

**Rep Barrett Meeting Recap** - S. McGrath, J. Levesque and the Town Administrator met with Rep. Barrett and his aide regarding the Route 116 projects (engineering and construction), the School and the Regional of Emergency Services. Rep. Barrett requested that the town contact him every time a grant application is submitted so he can advocate on the town's behalf.

**Town Administrator Updates**
FRCOG Winter Procurement Approval- J. Morse shared that she had communicated with FRCOG about the towns interest in participating in their bidding processes. At this time, they invited Cheshire to participate in the Winter Products bid and the Highway Superintendent has sent his specifications to participate. J. Morse asked the board to approve the towns participation in this program.
*A motion was made by S. McGrath and seconded by R. DeAngelis to participate in the Winter Products bid through the Franklin Regional Council of Governments.*
**Roll Call Vote: R. DeAngelis- Yes, R. Killeen – Yes, S. McGrath – Yes, J. Levesque- Yes, M. Francesconi- Yes**
**Motion Carries: 5-0**

**BRPC Safe Streets and Roads for All (SS4A) Program** - M. Francesconi would like to be the Cheshire representative to the Advisory Group if BRPC is awarded a grant through the Safe Streets and Roads for All Program. The program would provide funding for the development of a county-wide Comprehensive Safety Action Plan, successful completion of the plan opens the door for additional funding for communities to implement safety- related transportation projects. The Town Administrator will send a letter of interest to BRPC as requested.

**Announcements from Board Members**
**Mill Hill Water Project** – There was brief discussion about the letter received from Don and Robin Poirot regarding the water leak in front of their home on Mill Hill Road. At this time the bill is for approximately $20,000 between the work done by Condron and the reimbursement to the homeowner, the work is not complete as the sidewalks also need to be replaced.

**Block Party** – R. Killeen mentioned that the block party would have been better accommodated at the school due to the heat and lack of shade. J. Levesque noted that the school had shade for the duration of the event.

Lynn Melchiori measured the temperature at the Town Hall and at the school and there was a ten-degree difference.

**Public Comments**
Lynn Melchiori mentioned that the gentlemen doing the cyclical inspections of homes was very professional and thanked the Board of Assessors for the letter explaining the process.

Mark Biagini stated that there are too many committees in town and advisory committees' final decision stops at the board.

**Adjournment**
*A motion was made by M. Francesconi and seconded by J. Levesque to adjourn the meeting at 9:30 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
August 4, 2022

**Document List :**

- Agenda July 26, 2022
- Draft Minutes June 28, 2022
- Draft Minutes July 12, 2022
- Draft Minutes July 14, 2022
- Adams Cheshire Youth Football Facilities Request From
- Cheshire Rod & Gun Club One Day Liquor Licenses
- Cheshire Master Plan Implementation Committee Summary
- Small Bridge Program Grant Announcement
- Culvert Replacement Assistant Grant denial
- COA Monthly Report (June)
- BRPC letter regarding Safet Streets and Roads for All Program

**Approved:**
Board of Selectmen -

DRAFT

# 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 30, 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 Thursday June 30, 2022, at 7:00 PM.

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

**Others Present:** Jeff Reynolds; Lynn Melchiori; John Tremblay; Eileen Quinn; Liseann Karandisecky

**Michelle Francesconi called the meeting of the Board of Selectmen to order at 7:00 p.m.**

**Block Party Location**

There was general discussion regarding the Block Party location at the Town Hall. The cons about the Town Hall location included the parking location in proximity to the event with it being difficult for elderly and handicapped; injury due to a fall three years; lack of shade; shutting down the street; safety for family with children. The pros for the location included being at Town Hall included natural amphitheater with the hill; have already had successful block parties.

The meeting moved to the former Cheshire Elementary School discussion continued with comparison of the sites. The cons included it not being a block. The pros included parking is adjacent to the event, rain location is inside the school so no details will have to change; all supplies (tables, chairs, electrical etc.) are all in place; street does not have to be shut down; ample shad; start building momentum around the school project.

*A motion was made by M. Francesconi and seconded by S. McGrath to keep that block party at Town Hall for this year and revisit next year.*

**Roll Call Vote: M. Francesconi – Yes; S. McGrath – Yes, Jason Levesque – No, R. Killeen – Yes, R. DeAngelis - Abstain**
**Motion Carries: 3-1-1**

**Leland Park**

The meeting moved to Leland Park for an update and discussion on the park project. There was an update about the project and the landscaping plans along with options for tree removal work.

*A motion was made by S. McGrath and seconded by R. DeAngelis to remove the large maple behind the monument and to remove dead or compromised limbs from all other trees at the park and stump grind the stumps and roots.*

**Roll Call Vote: M. Francesconi –Abstain; S. McGrath – Yes, Jason Levesque – Yes, R. Killeen – Yes, R. DeAngelis - Yes**
**Motion Carries: 4-1**

J. Levesque left the meeting

*A motion was made by M. Francesconi and seconded by R. Killeen to adjourn the meeting at 8:45 p.m.*
**Roll Call Vote: M. Francesconi – Yes; S. McGrath – Yes, Jason Levesque – Absent, R. Killeen – Yes, R. DeAngelis - Yes**
**Motion Carries: 4-0**

Respectfully Submitted.
Michelle Francesconi

**Approved:**
Board of Selectmen

# TOWN OF CHESHIRE SPECIAL EVENT PERMIT APPLICATION

**APPLICANT INFORMATION**

Organization: CHESHIRE FIRE DEPT. Date: 7/28/22

Name: Tom FRANCESCONI Phone #: 413-822-3411

Address: 29 SOUTH ST. CHESHIRE, MA. 01225

Email: tfrancesconi@cheshire-ma.gov

Name of Event: Cruz-Nik and Fireworks

Type of Event: Fire Dept benefit event

Event Location: Cheshire Elemen School grounds - 191 Church St.

Event Date: August 13 22 Start Time: 1700 End Time: 2130 hrs.

Proposed Rain Date: no rain date Number of People: ± 200

**Please answer the following:**

1. Clearly describe your event (Please attach letter if more space is required)

The CFD every year has a Cruz-Nite and fireworks show. Cruz Nite consists of classic car show on the north side grassy area of the elementary school grounds. Food vendors, games and other activities are also present in the area. Will also be utilizing school parking lot for visitors to the event.

2. Please attached an event map and site plan with the following indicated:
   - Detailed event layout/route with directional arrows and street names
   - Identify and road or sidewalks that will be blocked or closed.
   - Placement of collection of signage, traffic control devices, barricades
   - Location of event staff, volunteers along the proposed locations where police details are required, emergency medical stations, food service, port-a potties, etc.
   - Trash generated by the event must be removed immediately after the event. Event signage, port-a potties, and all other equipment should be removed within 48 hours.

* No roadways will be blocked or impeded by this event *

3. Insurance Information: Town of Cheshire

   Issuing Company: _____

   Public Liability Coverage: _____

**APPLICATION CERTIFICATION**

The applicant certifies that he/she has read and examined this application and agrees to comply with the terms and conditions contained herein.

Signature of Applicant: _____

Date: 7/28/22

***PUBLIC SAFETY SIGNATURES ***

Signature of Police Chief or Deputy Police Chief **(Mandatory)**
Conditions:

Signature of Fire Chief or Deputy Fire Chief **(Mandatory)**
Conditions:

Signature from Highway/DPW Department **(Mandatory)**
Condjtions:

Signature from Board of Health **(Mandatory)**
Conditions:

**FINAL APPROVAL**

**BOARD OF SELECTMEN/TOWN ADMINISTRATOR**

**Complete Application** ◯ **Yes** ◯ **No** **Date Available** ◯ **Yes** ◯ **No**

**Indemnification (if required)** ◯ **Yes** ◯ **No** **Intended Route** ◯ **Yes** ◯ **No**

**Comments/Conditions:** _____

_____

Select Board Approval: _____ Date: _____
(Board of Selectmen Chair)

NUMBER
2022-02

# THE COMMONWEALTH OF MASSACHUSETTS
# TOWN OF CHESHIRE

## USED CAR DEALER'S LICENSE – CLASS II
TO BUY AND SELL SECOND-HAND MOTOR VEHICLES

In accordance with the provisions of Chapter 140 of the General Laws with amendments thereto

**HARRY'S AUTO SALES**
is hereby licensed to buy and sell second-hand motor vehicles at

**OWNER – David Murach**

**239 NORTH STREET**
on premises described as follows:

Garage located on 239 North Street

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this **9th day of August 2022.**

Michelle Francesconi, Chair

Raymond Killeen

Shawn McGrath, Vice Chair

Ronald DeAngelis

Jason Levesque

The Licensing Board of Cheshire, MA 01225

THIS LICENSE EXPIRES **DECEMBER 31, 2022.**
UNLESS OTHERWISE SUSPENDED OR REVOKED. THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES.

# 604b Grant Opportunity – Cheshire Reservoir Nutrient Source Study

## *Grant Background:*

- The grant opportunity is part of the Clean Water Act to help towns plan projects that will mitigate stormwater pollution.
- Grant is federal EPA funding administered by Mass Dept. of Environmental Protection
- There is **no match required**, however some volunteer hours by prudential committee to help with study can help with eligibility (ex. assistance with sampling)

## *Project Details*

- Funds would be used to address aquatic invasives by looking at nutrients that feed aquatic plants causing excessive growth. The focus will mainly be on phosphorous and nitrogen which contribute to plant growth and blue green algae blooms.
- The project funding would mainly go toward hiring Hillary Kenyon (who is currently doing invasive species mapping) to study and quantify nutrient sources.
- BRPC to handle the bulk of grant administration and project management through grant funds as well as additional funding that BRPC has to help with stormwater pollution projects.
- Main sources could be stormwater runoff, outlet of Lanesborough Reservoir, and septic systems. The study would identify where the highest amount of nutrients are coming from both geographically and by source.
- Project work entails:
    - Water quality testing within the lake, any streams running into the stream, and ground water testing
    - Stormwater and groundwater modeling to determe loading numbers
    - Recommendations for follow-up steps and projects to mitigate nutrients and control invasives
    - Estimated costs for mitigation projects to help with follow-up grant applications
- There is no obligation to do anything with the information once collected. It is to help the Town and doesn't come with regulatory requirements.
- Project will set the Town up to go after additional funding to address significant inputs thereby addressing invasives at the source rather than relying solely on sprays to address the problem.

## *Timeline & Request*

- BRPC is ready to put together and submit a grant application on behalf of the Town.
- Application is due **August 17th.**
- Would like the support of the Select Board – a letter of support would be ideal. BRPC can draft one for review and signature from the Town Administrator.
- BRPC is gathering a letter from Lanesborough who is in support of the project.

## Employee Evaluation Form

**Prepare in duplicate**
Original-Employing Dept. File
Copy to the Employee

| **Employee Name** | **Department** | | |
|---|---|---|---|
| **Payroll Title (Class)** | **Date Hired** | Length of time in present job Years Mos | Period covered by this evaluation FROM TO |
| **Supervisor's Name** | **Supervisor's Payroll Title** | | Length of time you have supervised this employee Years Mos |

## PERFORMANCE EVALUATION

Retn: Office of Record: 5 Years After Separation
Other Copies: 3 - 5 Years After Evaluation

**CHECK ONE**

Superior
More than Satisfactory
Satisfactory
Improvement Needed
Unsatisfactory

| ***Job Responsibilities for Period of Evaluation** | **Comments and Objectives** | ☐ ☐ ☐ ☐ ☐ |
|---|---|---|
| | | ☐ ☐ ☐ ☐ ☐ |
| | | ☐ ☐ ☐ ☐ ☐ |
| | | ☐ ☐ ☐ ☐ ☐ |
| | | ☐ ☐ ☐ ☐ ☐ |
| | | ☐ ☐ ☐ ☐ ☐ |

| Overall Evaluation | Unsatisfactory | Improvement Needed | Satisfactory | More than Satisfactory | Superior |
|---|---|---|---|---|---|
| | ☐ | ☐ | ☐ | ☐ | ☐ |

**Comments**

**Future Plans and Actions**

| | |
|---|---|
| **Signature of Immediate Supervisor** | **Date** |
| **Department Head Signature** | **Date** |

Your signature indicates neither agreement nor disagreement with the evaluation, but it does indicate that you have read the evaluation, and it has been discussed with you. If you wish, you may comment in the space below.

**Employee's Signature** **Date**

**Employee Comments**

**Manager Effectiveness Evaluation**

Introduction

In keeping with Cheshire'ss goal to continuously improve, we are asking for your candid feedback on the performance of your manager this past year. A summary of all feedback received will be prepared for each individual manager so that he or she can use the feedback to learn and develop as a manager. **Your individual feedback will be averaged into all the responses received in order to protect your anonymity and ensure that the results each manager receives are completely confidential**.

Thank you for your contribution to this very important process.

Name of Manager:_____

Completed by (optional):_____

Date:

_____

Instructions

Using the following rating scale, please circle the number that best reflects your rating of your manager's performance during the past year.

| **Rating Scale** | |
|---|---|
| 1 | Unacceptable |
| 2 | Needs improvement |
| 3 | Meets standard |
| 4 | Exceeds standard |
| 5 | Outstanding |
| 6 | Have not experienced or observed |

| Valuing Behaviors | |
|---|---|
| Seeks input from all team members | 1 2 3 4 5 6 |

| | |
|---|---|
| Measures results instead of individual styles | 1 2 3 4 5 6 |
| Maintains a balance between "people" issues and "business" issues | 1 2 3 4 5 6 |
| Shows genuine concern for team members | 1 2 3 4 5 6 |
| Keeps the focus on fixing problems rather than finding someone to blame | 1 2 3 4 5 6 |
| Treats people fairly, without showing favoritism | 1 2 3 4 5 6 |
| Cares about me | 1 2 3 4 5 6 |
| Protects confidentiality | 1 2 3 4 5 6 |
| Recognizes and rewards my individual contributions in a manner meaningful to me | 1 2 3 4 5 6 |
| Interdependent Behaviors | |
| Supports a team environment by recognizing and rewarding collaboration, cooperation and activities contributing to others' success | 1 2 3 4 5 6 |
| Recognizes and rewards team-supportive actions and behaviors | 1 2 3 4 5 6 |
| Doesn't criticize those who are not present | 1 2 3 4 5 6 |
| Considers the impact of actions and decisions on other departments before implementing | 1 2 3 4 5 6 |
| Recognizes and supports the work of other departments | 1 2 3 4 5 6 |
| Communication Behaviors | |
| Encourages others to express different ideas and perspectives | 1 2 3 4 5 6 |

| | |
|---|---|
| Is open to other perspectives and is willing to change his or her position when presented with compelling information | 1 2 3 4 5 6 |
| Is open to negative and/or constructive feedback | 1 2 3 4 5 6 |
| Keeps me informed on the status of my work and updates in the organization | 1 2 3 4 5 6 |
| Gives open and constructive feedback | 1 2 3 4 5 6 |
| Effectively deals with conflict | 1 2 3 4 5 6 |
| Lets me know how I am doing | 1 2 3 4 5 6 |
| Involves me in decision-making when appropriate | 1 2 3 4 5 6 |
| Sets a clear direction for our department | 1 2 3 4 5 6 |
| Valuing Diversity Behaviors | |
| Ensures that department activities are inclusive by verifying scheduling needs | 1 2 3 4 5 6 |
| Seeks input/feedback from diverse individuals and groups, including internal and external customers | 1 2 3 4 5 6 |
| Treats everyone with respect and fairness | 1 2 3 4 5 6 |
| Leadership Behaviors | |
| Encourages and embraces change by challenging the status quo | 1 2 3 4 5 6 |
| Provides cross-functional development opportunities for team members | 1 2 3 4 5 6 |
| Encourages and supports my involvement in training and development activities and events | 1 2 3 4 5 6 |

| | |
|---|---|
| Encourages and supports my involvement in community activities and events | 1 2 3 4 5 6 |
| Encourages and supports my involvement in company activities and events | 1 2 3 4 5 6 |
| Uses actions and behaviors that are consistent with his or her words | 1 2 3 4 5 6 |
| Is trustworthy | 1 2 3 4 5 6 |
| Is a role model for continuous improvement | 1 2 3 4 5 6 |
| Uses a coaching management style, rather than an authoritarian boss management style | 1 2 3 4 5 6 |
| Supports me and helps me achieve results | 1 2 3 4 5 6 |
| Supports a customer service approach for both internal and external customers | 1 2 3 4 5 6 |
| Deals with issues that need to be addressed | 1 2 3 4 5 6 |
| Provides a clear sense of purpose and direction, roles and responsibilities, for me individually and for our group team members | 1 2 3 4 5 6 |

**General Feedback**

Optional: Type or print your answers; add additional pages if needed. Please be as specific as possible by including examples.

1. What activities, behavior, feedback or coaching would you like your manager to stop doing? Please explain.

2. List and briefly describe examples of the behavior, activities, feedback or coaching your manager has provided that makes your job and work environment more enjoyable and meaningful to you.

3. Please provide comments that you feel will be meaningful for your manager to sustain or improve his or her effectiveness.