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 25, 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 August 25, 2022, at 6:30 PM.

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

Others Present: Jennifer Morse, Town Administrator; Corey McGrath, Facilities Maintenance; Peter Traub, Jess Cooley, Berkshire County Action; I Berkshires

Shawn McGrath called the meeting of the Board of Selectmen to order at 6:30 p.m.

Summary of Votes Taken:

Vote to approve the consent agenda except for the cap on building permits	4-0
Vote to approve Weatherization and Installation of Heat Pumps at the Police Station and Annex	4-0
Vote to approve the use of WRAP and Chapter 90 funds for the Route 116 Guardrail Project	4-0
Vote to approve the employee evaluation forms	4-0
Vote to appoint Ray Killen as the BRTA Representative	3-0-1
Vote to appoint Jennifer DeGrenier & Joseph Prince to the Historical Commission and Corey McGrath as Alternate	3-01
Vote to approve one day liquor licenses for the Cheshire Rod & Gun Club	3-0-1
Vote to enter executive session at 7:38 p.m. and not to re-enter into regular session	4-0

Jess Cooley: BCAC Weatherization Projects for Cheshire Residents

Jess Cooley from Berkshire County Action joined the meeting to discuss the W.R.A.P. (Weather Remediation Assistance Program) which is a county wide program. She explained that ten households in Cheshire are on the waiting list for repair projects that must be done prior to weatherization. She shared that they are working with the legislators, local leaders, and federal government to find funding for these projects. S. McGrath suggested a letter from the Board of Selectmen to Representative Barrett and Senator Hinds in hopes of funding in the fall supplemental bill. J. Levesque asked if they had contacted BRPC for assistant since it is a regional effort, she has spoken with Pat Mullins.

Consent Agenda

Minutes – August 9, 2022
Warrants - PR23-04-; AP23-05
NBSWMD Appointment – Joyce Gallup
Department Reports – Council on Aging, Highway
~~*Building Commissioner – Building Permit Fee Cap*~~
Crack Sealing – Contract

A motion was made by S. McGrath and seconded by J. Levesque to approve the Consent Agenda except for the Building Commissioner request to cap building permit fees.

Discussion regarding Building Permit Fee Cap: R. DeAngelis did not feel that capping the permit fee made sense, asking what other towns do. There was general discussion on the current permit fees and the total cost to construct a home as well as the revenue received from permits. It was agreed by the board to not cap at this time. J. Morse asked if they would like for the Building Commissioner to come to a meeting with explanation, none felt it was necessary at this time.

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

Board of Selectmen Discussion/Decision Items
Green Communities Grant Funds – Police Station Weatherization/Heat Pumps, Annex Weatherization
J. Morse updated the board on the proposals from Guardian for the Green Community Funds. This project will utilize the designation funds and covers weatherization at the Annex and Police Station as well as new heat pumps at the Police Station. The total cost for the weatherization at the Annex is $18,233 and the total cost for weatherization/heat pumps at the Police Station is $93,817 after rebates.
A motion was made by J. Levesque and seconded by R. Killeen to move forward with the proposal from Guardian to do weatherization in the Annex and weatherization and heat pumps in the Police Station.
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Yes, S. McGrath – Yes, J. Levesque – Yes
Motion Carries: 4-0

Former Cheshire Elementary School Use for Future – Tabled to September 6, 2022, meeting

Fire Station Assessment & Cost Estimate – Tabled to September 6, 2022, meeting

WRAP Funds – Guardrails Route 116
J. Morse shared that after the Crack Sealing project there is approximately $82,000 remaining, the guardrails on the upper section of Route 116 are failing and are a liability to the town. The economic revitalization bill is stalled in the senate so funds have not been released, if funds are released the remainder of Route 116 can be resurfaced with attention put on Stafford Hill if the town was to move forward with guardrails with WRAP and some Chapter 90 funds.
A motion was made by S. McGrath and seconded by J. Levesque to utilize the remaining WRAP funds and Chapter 90 funds for the Route 116 Guardrail removal and replacement.

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

R. DeAngelis asked that the highway superintendent be reminded to address the Route 116 drainage issues around Maple Drive.

Employee Evaluation Forms - Forms were reviewed and approved. Manager evaluations forms will be mailed to the employee's house with a return envelope to keep them confidential. Job descriptions will be provided to employees along with the evaluation form so employees can do a self-evaluation prior to the meeting with their department head. J. Morse intends on presenting to every employee and department in advance for explanation on the process.
A motion was made by S. McGrath and seconded by J. Levesque to move forward with the employee evaluations.
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Yes, S. McGrath – Yes, J. Levesque – Yes
Motion Carries: 4-0

Berkshire Regional Transit Authority Representative - *A motion was made by S. McGrath and seconded by R. DeAngelis to appoint Ray Killeen as the representative to the Berkshire Regional Transit Authority.*
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Abstain, S. McGrath – Yes, J. Levesque – Yes
Motion Carries: 3-0-1

Historical Commission Appointments - *A motion was made by J. Levesque and seconded by R. Killeen to appoint Jennifer DeGrenier and Joseph Prince to the Historical Commission and Corey McGrath as Alternate to the Historical Commission.*
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Yes, S. McGrath – Abstain J. Levesque – Yes
Motion Carries: 3-0-1

Cheshire Rod & Gun Club One Day Liquor Licenses – September 2, 4,10, 17, 24
A motion was made by S. McGrath and seconded by R. Killeen to approve the one-day liquor licenses and presented.
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Yes, S. McGrath – Yes, J. Levesque – Abstain
Motion Carries: 3-0-1

Town Administrator Updates
Tag Sale Bylaw - Discussion on the DRAFT tag sale bylaw that will be placed on the Annual Town Meeting warrant. Questions to be addressed include the permit fee and enforcement of the bylaw.
Notch Road - J. Morse shared that she had received a complaint regarding Notch Road and the shimming work done by the highway department. Discussion on larger projects of this type and the need to get information prior on the total cost. Members of the board felt that patching could have been a solution until the road could be resurfaced.
Cemetery Update- J. Morse and S. McGrath met with the Cemetery Superintendent and Richie Francesconi regarding the cemetery laborers workload due to the drought. The Cemetery Superintendent explained the work done by laborers in the West Mountain Cemetery and outlying cemetery requesting the hiring of a fourth laborer for fall leaf cleanup. S. McGrath shared with the board members that he suggested they wait to see what the workload will be in the next few weeks before hiring on a fourth person.
Water Project- The Water Project on Depot St/ Mill Hill Rd/ Railroad Street started earlier than expected and they are already to the end of Railroad Street.
Route 116 Signs/Speed Trailer - J. Morse received notification that Route 116 was on a list of roads to have signage updated and a speed trailer put into place. Work and funds will be provided by MassDOT.

Announcement from Board Members
S. McGrath shared that the Dam Committee met with state officials last week reviewing the recent dam inspections and will reconvene again in October to formalize issues including dam responsibilities and measurement devices.

Public Comments – None

Executive Session: A motion was made by J. Levesque and seconded by R. DeAngelis at 7:38 p.m.to enter *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.*
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Yes, S. McGrath – Yes, J. Levesque – Yes
Motion Carries: 4-0

Respectfully Submitted.
Jennifer Morse
August 29, 2022

Document List :

- Agenda – August 25, 2022
- BCA – WRAP Pilot Program information from Jess Cooley
- Minutes – August 9, 2022
- COA Monthly Report – July 2022
- Highway Report – 8/19/22
- Building Commissioner email re: Permit Fees
- Crack Sealing Contract with Indus
- TH Annex and PD Weatherization Information
- Employee Evaluation Forms
- Draft Tag Sale Bylaw

Approved: September 6, 2022
Vote: 3-0-1

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 25, 2022
6:30 PM

Cheshire Elementary School – Cafeteria

1. *Open Regular Meeting, Introductions, Pledge of Allegiance*
2. *Jess Cooley re: BCAC Weatherization Projects for Cheshire Residents – 6:30 p.m.*
3. *Consent Agenda*

Minutes – August 9, 2022
Warrants - PR23-04-; AP23-05
NBSWMD Appointment – Joyce Gallup
Department Reports – Council on Aging, Highway
Building Commissioner – Building Permit Fee Cap
Crack Sealing – Contract

4. *Board of Selectmen Discussion/Decision Items*
   - ***a.*** *Green Communities Grant Funds – Police Station Weatherization/Heat Pumps*
   - ***b.*** *Former Cheshire Elementary School Use for future*
   - ***c.*** *Fire Station Assessment & Cost Estimate*
   - ***d.*** *WRAP Funds – Guardrails Route 116*
   - ***e.*** *Employee/Manager Evaluation Forms*
   - ***f.*** *Berkshire Regional Transit Authority Representative*
   - ***g.*** *Historical Commission Appointments- Joseph Prince, Corey McGrath, Jennifer McGrath DeGrenier*
   - ***h.*** *Cheshire Rod & Gun Club One Day Liquor Licenses – September 2, 4, 10, 17, 24*
5. *Town Administrator Updates*
   - ***a.*** *Draft Tag Sale Bylaw*
6. *Announcements from Board Members*
7. *Public Comment*
8. *Any other business not reasonably anticipated 48 hours prior to the meeting.*
9. *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 8/22/22 @ 12:30 p.m.

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

BERKSHIRE
COMMUNITY ACTION

Telephone: (413) 445-4503
Fax: (413) 447-7871
1531 East Street, Pittsfield, MA 01201

Weatherization Remediation Assistance Program (WRAP) Pilot Program

Hundreds of households in Berkshire County have been deferred from free weatherization and heating system repair/replacement services due to roadblocks or barriers in their homes. The funding available from the Commonwealth and utility companies to address these roadblocks often falls short of the full costs of needed repair projects.

Common roadblocks/barriers cost $6,000-$10,000 to repair or remediate and they include:

- knob and tube wiring (most common roadblock in Berkshire County)
- vermiculite/asbestos
- moisture/mold in attic or basement
- roof leak
- heavy storage

Roadblocks and deferrals affect vulnerable people in Berkshire County who are receiving fuel assistance and:

- are seniors
- have limited income
- are families with young children and/or
- have disabilities

Lack of adequate "readiness" funding to address the needed home repairs leads to:

- lower energy efficiency
- higher energy costs
- safety and health risks
- deteriorating housing stock

With a shortage of affordable housing in Berkshire County, it is critical to help residents remain stable and safe in their homes. Increasing energy efficiency and improving our housing infrastructure is good for everyone in the community.

What is needed:

- Sustainable, flexible funding for readiness projects
- Community collaboration through the WRAP Network, connecting those who are committed to energy efficiency, community development and the well-being, safety and housing stabilization of low-income residents in Berkshire County. The Network will convene stakeholders to share resources, ideas, and action steps to address readiness projects and ensure that weatherization and heating system services can be utilized by all who need them.

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

Meals for July were 435. We continue to see some new faces which is excellent.

Phone calls range daily from 7-15 and even more than that with upcoming events

Weekly Facebook updates for meals and events. Flyer Making for events

Outreach

- **(2) Snap benefit help**
- **(1) Berkshire Housing**
- **(1) Soldier ON**
- **(1) RMV forms filled out for license renewal**
- **(2) Home foot care**
- **(1) PCA Assistance, Elder Services, and other Private Care Companies**
- **(1) Elder Protective Services**
- **(35) Distribution of Farmers Market Coupons**

Events

August 3rd Barry Emery had a historical presentation/slideshow @12:15 and 6:30 pm. It was a great turnout at both showings.

August 13th was the Cheshire Cruz Night which the COA had a raffle table and was able to raise $247.00

CHP Mobile Health Van is here Thursday August 25th 10-12

Brown Bag is Friday August 26th from 11:30-12:30

Stephen Roy from Veteran's Affair will be here to speak about Camp Lejeune on Wednesday September 7th @12:15

September 8th the Cheshire Book Club will meet here @6pm all are invited ("The Violin Conspiracy")

The next Foot Clinic is here next on Thursday September 15th

September 23rd at Noon will be the 90 and older party for residents at Bounti Fare

Card Making with Lorraine will be Thursday September 29th @ 1:30

Terry Ala Berry Concert will be Friday September 30th @6pm Ages 5-105

Reoccurring Events

Shuffleboard remains every Mon and Wed @6 weather and heat permitting

Pickle Ball is set up in the St. Mary's Church parking lot (Mon-Thurs)

Bingo 2nd and 4th Tuesday of every month

Quilting with Betty will resume on September 8th and 22nd

Morning Exercise Class Mon, Wed, Fri from 9-10

Chair Yoga Every Friday from 10-11

Blood pressure readings with Mal and Carol offered Mon, Wed, Fri 10-11

Highway Report 8-19-2022

New highway employee Mike Sabato working out great so far, fitting in with crew as well as working on his licenses.

Road side mowing has been going well as only minor repairs been needed with boom mower, lets hope can keep going to finish up in next couple weeks. Also been working on sightlines of intersections.

Willow Lane, and Willow Cove we were able to work on some of the drainage and grading issues, will be monitoring when we get any rain to see if working or if additional work will be required.

Lack of rain has increased dust conditions on gravel roads, calcium has been ordered and will be sprayed this coming week when gets delivered.

Lastly but not least, we have been aggressive with our blacktop efforts with majority of pot holes filled around town as well as being able to start on our bigger patches with paver, notch road first road we have been able to address with major improvements and will be continuing over weeks to come.

Respectfully submitted

Robert Navin

Highway Superintendent

From: Building Inspector
To: Jennifer Morse
Subject: Permit Fees
Date: Monday, August 15, 2022 3:37:00 PM

Hi Jennifer,

I am writing this as a formal request to put a cap on residential permit fees. I believe our fifteen dollars per thousand fee structure works quite well for the majority of construction that is done in town. As you know there has been a major uptick in new home construction and the fee structure starts to get excessively
high when those costs are calculated. Looking back through the program the highest fee I found in residential was $4500. I believe if we cap it at that or maybe $5000, it will not negatively affect any previous applicant's while taking some financial burden off residents in the future and also still providing enough revenue to cover the operating costs of the Building Department.

Thank you,
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.

AGREEMENT
FISCAL YEAR 2023
CRACK SEALING

THIS AGREEMENT made this _____ day of _____
in the year Two Thousand and Twenty Two, between INDUS, with a usual place of business at 825 Granite Street, Braintree, MA 02184, hereinafter called the CONTRACTOR, and the Town of Cheshire, acting by its Town Administrator, with a usual place of business at 80 Church Street, Cheshire, MA 01225, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the CRACK SEALING Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERALSUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of **$10,705 (ten thousand, seven hundred five dollars and zero cents) per day for no more than 6 (six) days - The work crew will consist of four workers and the day will be 8 (eight) hours.**

3. Commencement and Completion of Work

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before November 15, 2022.

A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of

the essence of this Agreement. It is understood and agreed that the times for the completion of the work is reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.

4. Performance of the Work

A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects like the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work: (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall always be the property of the Owner and shall be delivered to the Owner upon completion of the Project.

D. Notices, Compliance with Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify

the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall always attend the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work

G. Drawings, Specifications and Submittals:

(1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written

approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

H. Protection of the Work and Owner's Property: The Contractor shall always safely guard the Owner's property from injury or loss in connection with this Agreement. He shall always safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed, Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents: and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There is not a project architect-engineer for this project . Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Architect/Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise, does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within fifteen (15) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have fifteen (15) days to make payment for:

A. The work performed during the preceding month.

B. The materials not incorporated in the Work but delivered and suitably stored at the site (Or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.

C. Less the following retention items:

1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.

2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.

3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.

D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:

1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.

2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Owner fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor, provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Owner as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.
The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein, provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

(a) Unit bid prices previously approved.

(b) An agreed lump sum.

(c)The actual cost of:

(1) Labor.

(2) Materials entering permanently into the work.

(3) The ownership or rental cost of construction equipment during the time of use on the extra work.

(4) Power and consumable supplies for the operation of power equipment.

(5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

Invitation to Bid
Instructions to Bidders
This Contract Form
Bid Form
Performance Bond
Labor & Materials Bond
Non-Collusion Certificate
Tax Compliance Certificate
Clerks Certificate of Corporate Vote
Certificate of Insurance
General Conditions
Supplementary General Conditions
General Requirements
Specifications and Addenda
Contract Drawings
Schedule of Prevailing Wages

12. Terms Required by Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

13. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. **Insurance**

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

1. claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts.

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees.

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person because of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.

5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

7. claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The limits of liability for coverage required under the preceding paragraph shall be as Specified in the Supplemental Conditions.

Except for Workmen's Compensation, all liability coverage shall name the Town as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the

Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. If immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

16. Termination

A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.

B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. If the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers are specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the
Owner insists on the use of the design, process or products specified.

B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or Obligations under this Agreement without the written approval of the Owner.

C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child
support.

Agreed:

Town of Cheshire, Massachusetts
(Owner)

By its Town Administrator

_____
(Jennifer Morse)

Contractor: _____

By _____

_____
(Name)

_____
(Title)

_____
(Address)

_____
(City/State)

Approved as to Form:

By _____
(Owner's Counsel)

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the _____ has been authorized to execute the contract and approve all requisitions and change orders.

By_____
(Owner's Accountant)

Jennifer Morse

From: Charlie Ehl <cehl@guardian-energy.com>
Sent: Tuesday, August 9, 2022 11:23 AM
To: Jennifer Morse; Buildings
Subject: TH & Annex, PD Weatherization

Hi Jenn/Corey,

Please find the attached. The scope of work, pricing, and energy savings for the Town Hall, the Annex, and the Police Station are combined in a single document. As a note we included scope for town hall weatherization at the request of Mark Rabinsky. But I don't think you need to weatherized the entire town hall to qualify for the heat pump project.

Next steps for you are to review and determine which project or projects you wish to construct. Really there are only two choices. One is to convert the Police Station and the second is to include the Annex with the Police Station. You have to do weatherization in tandem with the heat pumps.

Here is the financial summary for it all:

	HP Project Cost	Estimated Rebate	Wx Project Cost	Total net Cost
Police	$ 93,742	$ 20,000	$ 20,075	**$ 93,817**
TH Annex	$ 41,600	$ 7,500	$ 18,233	**$ 52,333**
				$ 146,150

Please let me know if you have budget for both with the weatherization.

I'm happy to answer any questions or address any concerns you might have.

Best regards,

Charlie
781-640-9017

TOWN OF CHESHIRE ENERGY EFFICIENCY SERVICES



Heat Pump System Installation – Police Station

July 27, 2022

July 27, 2022

Corey McGrath
Facilities Director
Town of Cheshire
80 Church St
Cheshire, MA 01225

Project: Police Station– Heat Pump System

Dear Corey,

We are pleased to submit our proposal to the Town of Cheshire for the installation of a high-performance heating and cooling system at the Cheshire Police Station, at 80 Church St, Cheshire MA. The heat pump system will provide both heating and cooling and eliminate oil consumption at the Police Station.

If you have any questions, or if you would like to discuss specifics, please contact me directly at (781) 640-9017. Thank you again for the opportunity to provide this proposal to you. We will look forward to working with you on this project.

Best regards,

Charles S. Ehl
Key Account Manager
Email: cehl@guardian-energy.com
Direct: (781) 640-9017

GUARDIAN
ENERGY MANAGEMENT SOLUTIONS

PROJECT SUMMARY

Based on the site walk conducted by our team in early June and furnished utility & mechanical equipment information, Guardian Energy Management Solutions, LLC proposes to furnish and install a high-efficiency heat pump system. The installation of this system will provide the Town of Cheshire with one of the most efficient ways to heat and cool the building. The proposed system will be installed in the office, lockup and upstairs office that make up the Police Station building. Wall-mounted heat pumps will be installed to provide both heating and cooling. The heating hot water boiler will remain as a backup source of heating. The outdoor units for the proposed systems will be installed adjacent to the building at ground level.

FINANCIAL SUMMARY

Measure Description	Estimated Annual Savings[1]			Installed Cost	Estimated Incentive	Net Cost
	kWh Consumed	Gal Oil Saved	Annual Savings			
HP Installation	31,613	1,517	$694	$93,742	$20,000	$73,742

[1] Savings calculations are based on customer supplied electrical rate of $0.17/kWh and oil rate of $4.00/gallon

SCOPE OF WORK

Project Description: Town Hall Annex Heat Pump

Provide and install heat pump systems for the Police Station Building. Two 4-ton air source heat pumps will be installed at ground level adjacent to the building. The outdoor units will be installed on 18" tall frames installed on top of a crushed stone base and an EPS housekeeping pad. To accomplish this retrofit the following scope is included:

- System Description
  - Mitsubishi Heat Pump with Hyper Heat
  - Wall Mounted Evaporators - (2) 36,000 BTU, (2) 15,000 BTU
  - Outdoor Unit - (2) 4-ton unit units
- Install outdoor units at grade with elevated outdoor stand
- All indoor units will be wall mounted on an exterior wall. Refrigerant piping, condensate and electrical will be routed through the outside wall. Any exposed piping will be enclosed in white slim duct.
- Refrigerant Piping
  - New refrigerant piping will be routed along the exterior of building to a point where it will penetrate the building.
  - Provide and install refrigeration manifold as dictated by design
  - All outdoor refrigerant piping to be insulated and installed in white fortress duct, if on outside wall
  - Leak test each system to 600psi for 24-hours, evacuated to 500 microns, charge the system with R-410a
- Electrical Work
  - New units will be single phase.
  - Provide and install electrical wiring, conduit, service disconnects and outdoor service receptacle. New service will be run from the electrical panel in the bathroom to each of the indoor and outdoor units.
  - Provide surface mounted indoor switched service disconnect at each indoor unit
  - Provide and install communication wire
- Condensate Piping
  - Install condensate drain.

- All condensate drains will penetrate the building and be routed to a ground location approved by owner
- Provide and install new 15kW, electric unit heater with dedicated thermostat for the garage bay
- Provide and install new electric point of use hot water heater for the bathroom
- General
  - Start-up test and commission the heat pump system
  - Permits included
  - Provide training to town staff
  - Supply installed equipment submittals & cut sheets in a close-out document package

EXCLUSIONS

- Unless agreed to in writing prior to commencement of the work, any patching and painting of piping or ductwork is excluded.
- Existing electrical panels have sufficient additional capacity to execute this project. Installation of subpanel or upgrade of existing panels is not included.
- Electrical upgrades beyond disconnecting and reconnecting the units are not included
- BMS connection is not included – we have assumed this is a standalone unit.
- Removal and/or decommissioning of existing heating/cooling systems by others.
- Prices reflect current market rates for products and availability. Please understand that Guardian does not have control over material/product costs or changes in the market due to governmental regulations, tariffs, or market price fluctuations. Our goal is to hold our pricing; however, we cannot guarantee pricing for more than 30 days from the date of this project summary or proposal.
- In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in the price of an item of material shall be considered significant when the price of an item increases 10 percent between the date of this contract and the date of installation.
- Installation timelines are subject to product availability. To help ensure a timely schedule, please submit your order within 30-days of the proposal. We cannot guarantee timely receipt of material or labor availability for orders received after this date.
- We are providing our best estimate for the energy savings and utility incentives on this project. This is based on prior projects, savings calculations using engineering assumptions and customer provided information and the current utility incentive program.

CUSTOMER REQUIREMENTS

- Customer will provide the most **current Prevailing Wage Rate** sheet to Guardian at the time the order is placed, with updated rates as required.
- Customer will provide Guardian with **ST-2 and ST-5C tax exemption documentation** at the time the order is placed.
- Customer will provide a point of contact and unimpeded access to the work site, as well as unobstructed access to all fixtures on the scheduled day(s) of installation. Customer delays related to the installation of the project may result in additional costs being addressed via a change order. A Guardian Project Manager will discuss scheduling and provide updates on an ongoing basis.
- Customer to provide a continuous 8.5-hrs of full facility access to allow completion of the work
- Work to perform the project shall occur within typical working hours (6:00 a.m. - 6:00 p.m. Monday through Friday) in full-day continuous periods. Requests for labor to be performed outside of these hours should be made in advance so that Guardian may reprice the work accordingly or issue a change order.

GUARDIAN
ENERGY MANAGEMENT SOLUTIONS

HOW ELSE MAY WE SERVE YOU?



ENGINEERING

Energy Audits
Steam System Evaluations
Compressed Air Surveys



MECHANICAL

Boilers
Chillers
Air Handlers
Cooling Towers
Pumps



ELECTRICAL

Lighting Retrofits
Back-up Generators
EV Charging Stations
VFDs
Battery Storage



CONTROLS & ANALYTICS

IOT Systems
BMS Installations
Retrocommissioning
Analytics Services



BUILDING MAINTENANCE SERVICES

Boiler Tune Ups
DX Equipment Coil Cleaning
Air Handling Units
Cooling Tower Fill Cleaning
Electrical Safety Inspections
Chiller Startups & Shutdowns



PROFESSIONAL SERVICES

Demand Response
Energy Procurement
Project Funding Options

GUARDIAN
ENERGY MANAGEMENT SOLUTIONS

ORDER FORM ACCEPTANCE

Payment Terms & Schedule: All invoices are payable Net 30. Outstanding balances are subject to a 1.5% late fee per month. All pricing is valid for **30 days** from the date of this proposal.

Total Project Cost: $ 93,742

Invoice #1: $ - 93,742 Guardian will submit an invoice for this amount upon substantial completion of the project.

Incentive: $20,000 – The estimate utility incentive(s)* will be paid directly to the Town of Cheshire upon project completion.

*Project Pricing & Utility Incentives: Guardian has made its best attempt to provide the most accurate financial information or your review and approval. Please note that utility incentives may be estimates, and may change the final amount due, as well as impact other information provided in this proposal if they change in any way. As part of the project scope, Guardian will submit the necessary utility applications on your behalf. A letter from the utility will be sent to you to confirm the approved incentive amount. Should this amount not match the estimated totals shown, Guardian will revise the financial details and payment schedule to reflect the actual approved incentive amount.

By signing below, you are agreeing to contract with Guardian Energy Management Solutions on this project. You have reviewed and agree to Guardian's Standard Terms and Conditions. Any changes to pricing or scope of work must be made in writing and agreed to by both parties.

Printed Name _____ Title _____

Signature _____ Date _____

Customer Billing Information: Please provide your billing contact information below. All invoices will be emailed to the contact listed below.

Customer Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Billing Contact: _____ Phone: _____

Email: _____

GUARDIAN ENERGY MANAGEMENT SOLUTIONS, LLC'S STANDARD TERMS AND CONDITIONS. THIS IS A CONTRACTUAL AGREEMENT. PLEASE READ CAREFULLY. THESE TERMS & CONDITIONS INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN RIGHTS.

Scope of Work: Customer has retained Guardian Energy Management Solutions, LLC (hereinafter "Guardian") to provide energy efficiency solutions for customer. Customer has hired Guardian to perform the energy efficient project, identified in the Project Order Form (including any attached documents). The Project Scope of Work together with Guardian Energy Management Solutions, LLC's Standard Terms, and Conditions define the scope of work to be performed under this Agreement, (hereinafter "Project"). Any Terms and Conditions or other writings referenced, appended to and/or incorporated in any Purchase Order or Customer authorization to perform work shall not be integrated into this Agreement and are expressly waived.

Customer Warranties: Customer warrants that he/she/it owns or leases the real property at which the Project is being performed and has authority to allow Guardian to make alterations to the property appropriate for the work necessary to perform the Project, which may include without limitation drilling holes and installing hardware for use in the installation of the Project. Unless specifically identified in the Project Scope of Work, any painting or patching following the installation of equipment will be performed by Customer.

Customer warrants and affirms that it has conducted all necessary due diligence and that Customer has satisfied all formal procurement rules, regulations or laws required to enter into this Agreement with Guardian. Customer warrants and affirms that Customer has authority to bind Customer to this Agreement and Customer acknowledges that Guardian is relying upon Customer's representations as to its authority to enter this Agreement.

Customer acknowledges that upon receipt of a signed Order Form, Guardian may order goods, materials, and equipment for the Project. In the event that the Project is cancelled through no fault of Guardian, such goods, materials and equipment ordered for the Project may be subject to shipping charges and/or restocking charges. Customer agrees to pay for such charges. If any goods, materials, and equipment for the Project are special order or non-stock items such that the goods, materials, and equipment cannot be returned, Customer shall pay for all such non-returnable goods, materials, and equipment. Upon payment, Customer may take possession of such non-returnable goods, materials and equipment with Customer bearing the cost of delivery of such non-returnable goods, materials, and equipment to Customer.

Permitting and Prevailing Wage: Guardian is responsible to obtain and pay for any required permitting, as applicable to the Project. Guardian will provide licensed trades people, paid at Prevailing Wage Rates, as applicable, materials and equipment necessary to perform the Project. Guardian is not responsible for repairs or alteration of Customer property or equipment beyond that defined in the Energy Efficiency Project Scope of Work.

Payment Terms: All invoices are payable with Net30 payment terms, unless otherwise defined in the Project Scope of Work. A monthly fee of 1.5% will be assessed against past due amounts after Net30 days. Prior to commencement of any work, Customer shall provide Guardian with Tax Exempt forms, if applicable.

Working Hours: Work to perform the Project shall occur within typical working hours (6:00 a.m. - 6:00 p.m., Monday through Friday). In the event, Customer requires work to be performed during other time periods, Customer may incur addition charges, unless otherwise explicitly defined in the Energy Efficiency Project Order Form. Delays in Project completion beyond the control of Guardian may result in modifications to the Project schedule, Project scope, or Project price. Guardian will provide a broom clean construction site, during and upon completion of the Project.

Site Access: Customer is responsible to provide unimpeded site access, as well as unobstructed access to all areas necessary to perform the Project. Delays caused by obstructed access to work areas, may result in additional costs to customer.

Delays: Guardian shall not be liable for any delay in the performance of the work under this Agreement resulting from or attributable to acts or circumstances beyond Guardian's control, including, but not limited to, acts of God or the public acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Guardian is delayed in manufacturing, shipping, delivery, or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Guardian, Guardian agrees to notify Customer in writing as soon as practicable of the causes of such delay, and Guardian shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Guardian under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Guardian shall be excused from furnishing said materials or equipment.

Termination for Convenience: In the event Customer terminates this Agreement through no fault of Guardian or for Customer's convenience, Customer shall provide prior written notice of termination and agrees to pay Guardian for all material furnished, ordered, or manufactured, labor performed, and services provided up to the date of termination, all out of pocket costs (including but not limited to any restocking or other charges owed to any supplier) and including a reasonable profit.

Customer Termination for Guardian Default: Customer shall have the right to terminate this Agreement for Guardian's default provided Guardian fails to cure such default within 30 days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Guardian shall have free access to enter Customer locations to disconnect and remove any and all Guardian-owned parts, tools, and personal property. Additionally, Customer agrees to pay Guardian for all incurred but unamortized service costs performed by Guardian including overhead and a reasonable profit.

Guardian Termination: Guardian reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions, or repairs are made to Project during the term of this Agreement by others without prior agreement between Customer and Guardian. Should Customer fail to make payment in

accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Guardian may terminate this Agreement without liability.

Site Conditions & Change Orders: Guardian is not responsible for unknown site conditions that may affect the installation and/or performance of the systems installed in the Project. Customer accepts that unknown site conditions may result in a change in the scope and/or cost of the Project and Customer. After work is commenced, in the event that unknown site conditions are detected, which materially alter the scope of work necessary to perform the Project, Guardian will notify Customer of such unknown site condition(s) and will prepare a written Change Order, identifying the scope of additional work necessary to complete the Project. If an unknown site condition is identified, Guardian shall not be obligated to complete any further work on the Project, until Guardian and Customer sign the written change order, defining the scope of the additional work and materials necessary and identifying the additional charges and expenses necessitated to perform the Project. Guardian shall not be liable for any delay in performance under this Agreement resulting from unknown site conditions.

Building Code Compliance: Project work will be installed according to the applicable Codes and Regulations for the jurisdiction where the Project occurs. If during installation, as a result of an unknown site condition, Guardian identifies code violations, or equipment maintenance related issues during the Project, which must be performed to bring the Project into compliance with the applicable Codes and Regulations for the jurisdiction where the Project occurs, Guardian will notify Customer of such issues and will issue a written Change Order, under the process identified above, so that the Project can be completed in compliance with the applicable Codes and Regulations.

Hazardous Materials: If during the course of the Project, Guardian encounters any "Hazardous Materials" on the Customer's site, Guardian may cease all work on the Project until such time as Customer has remediated the Hazardous Material condition. Customer agrees to promptly remediate any Hazardous Material condition detected, to allow Guardian to complete its work on the Project. Customer, at its own cost, will be responsible to comply with all legal regulations regarding the removal and disposal of Hazardous Materials. "Hazardous Materials" means any substance commonly referred to, or defined in any law or regulation, as a hazardous material or substance, including but not limited to, chemicals, solvents, petroleum products, flammable materials, explosives, asbestos, urea formaldehyde, PCBs, chlorofluorocarbons, Freon, or radioactive materials. As defined in the scope of work in the Energy Efficiency Project Order Form, in compliance with applicable rules, bylaws, regulations and statutes, Guardian will recycle and/or dispose of any existing equipment to be removed from Customer's site as a result of the Project, including existing equipment that existing equipment contains "Hazardous Materials", to the extent such "Hazardous Materials" are identified in the Energy Efficiency Project Order Form.

Emergency Services Work: Any warranty related service calls are to be placed directly to Guardian. Upon receipt of any warranty related service call, at Customer's request, Guardian will inspect the property with Customer. If such inspection does not reveal any defects for which Guardian is liable under this Agreement, Guardian may assess Customer a service call fee.

Limitation of Liability: Under no circumstances shall Guardian be liable for any indirect, incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Guardian shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Guardian's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Guardian's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Guardian under this Agreement. The aggregate liability shall not limit the liability of Guardian for any injury to, or death of a person, caused by its gross negligence.

Time of Presentment: Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

Non-Solicitation: Customer acknowledges that Guardian's employees are valuable assets to Guardian. During the term of this Agreement or one hundred eighty (180) days thereafter, if Customer hires a Guardian employee who worked directly or indirectly with Customer, Customer agrees to 1) pay Guardian an amount equal to twelve (12) months' salary for such Guardian employee and 2) reimburse Guardian for all costs associated with any training and/or licensing provided and/or paid for by Guardian for such employee.

Miscellaneous and Severability: Titles are for informational purposes only. If any provision of these Terms & Conditions is found to be invalid, illegal, or unenforceable, that term shall be deemed stricken and the remaining portions shall remain in full force and effect.

WARRANTY

From the date of completion of the Project, Guardian provides a one (1) year labor warranty for workmanship in the installation performed by Guardian, running from the date of substantial completion of the Project. Material warranties are manufacture specific and will be transferred and assigned to Customer at the completion of the Project.

THE FOREGOING WORKMANSHIP WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF All OTHER WARRANTIES AND GUARDIAN EXPRESSLY DISCLAIMS All OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PROJECT, WHETHER ORAL OR WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE. GUARDIAN EXPRESSLY WAIVES ANY WARRANTIES OF MERCHANT LIABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

For work that involves the installation of computer components, software, or networking systems, Guardian shall install computer components, software, or networking systems according to Manufacturer's specifications. Manufacturers of such components, software or networking systems are solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with such components. Furthermore, Customer acknowledges that access to software associated with such components; or networking systems may be subject to the terms and conditions of an End-User license Agreement and warranty terms applicable to such software set forth therein. Guardian shall transfer and assign to Customer all licensing agreements and warranties associated with any computer components; software or networking systems installed by Guardian in the scope of the Project.

GUARDIAN ASSUMES NO LIABILITY AND CUSTOMER HEREBY WAIVES All CLAIMS AGAINST GUARDIAN ARISING OUT OF THE FAILURE OF ANY COMPUTER COMPONENTS, SOFTWARE, OR NETWORKING SYSTEMS INSTALLED BY GUARDIAN AS PART OF THE PROJECT. CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF ANY COMPUTER COMPONENTS, SOFTWARE OR NETWORKING SYSTEMS INSTALLED BY GUARDIAN AS PART OF THE PROJECT SHALL BE THROUGH ANY MANUFACTURER'S WARRANTIES.

Customer acknowledges that it has retained Guardian to install computer components, software, or networking systems and that such computer components, software, or networking systems have the potential of being portals or access points by which third parties could potentially access Customer's computer systems and/ or networks. Customer acknowledges and accepts that Guardian shall bear no responsibility and assumes no liability for any claims or damages that may occur as a result of third parties accessing Customer's property and systems through any computer components, software or networking systems installed by Guardian. Furthermore, Customer hereby releases Guardian from any liability for any data loss which may occur or component failures or other issues that may arise as a result of the computer component, software, or networking systems install occurring during attempted installation, testing, or any other time. Guardian is not responsible for loss of profit or any direct, indirect, special, incidental, or consequential damage occurring during or after any computer services are performed.

ALL CLAIMS FOR LIABILITY AND/OR LOSS INCLUDING WITHOUT LIMITATION ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH MAY OCCUR AS A RESULT OF GUARDIAN'S INSTALLATION OF SUCH COMPUTER COMPONENTS, SOFTWARE OR NETWORKING SYSTEMS ARE HEREBY EXPRESSLY WAIVED.

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.

Tag Sale Bylaw

No person shall conduct a tag sale, attic sale, garage sale, lawn sale, rummage sale, yard sale, or their equivalent in the Town of Cheshire except in accordance with the following rules and regulations:

1. Permit applications must be filed with the office of the Town Administrator at least seven days prior to the sale.
2. The permit fee is $10
3. Hours of Operation 7:00 a.m. – 4:00 p.m.
4. No more than four consecutive days, twice per address per calendar year.
5. No notices, advertising or directional signs are to be attached to light or utility poles; nor shade trees per MA General Law, Chapter 87, Section 9. All notices shall be removed after the last sale date.
6. Event shall not be held in a location whereby it interferes with, impedes, or obstructs motor vehicle traffic, or where parking is restricted or prohibited. Event also shall not jeopardize public safety of interfere with pedestrian passage on sidewalks.
7. Selling food is prohibited
8. No items shall be left on the curb or property and shall be removed no later than 24 hours after sale.
9. A fine in the amount of $50 per offense for tag sales without a permit and/or violation of rules and regulations.

DRAFT