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 – September 20, 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 Street (Cheshire Elementary School) on Tuesday September 20, 2022, at 6:30 PM.

Board of Selectmen Members Present: Michelle Francesconi, Chair
Shawn McGrath, Vice Chair
Jason Levesque
Ray Killeen
Ron DeAngelis (arrived at 7:00 PM)

Others Present: Jennifer Morse, Town Administrator; I Berkshires; Ryan Belanger, Youth Center; Sonia DiSanti, Youth Center; Nancy Delory, Board of Assessors; Barbara Astorino, Board of Assessors; Chief Michael Alibozek, Police Chief.

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

Vote to allow Youth Center to install security system	4-0
Vote to approve consent calendar except for minutes of 9/8/22	4-0
Vote to approve $5,028 of ARPA funds to purchase a Radar Kit for the Police Department	4-0
Vote to approve the purchase of radios with ARPA funds after bid for the Fire Department	4-0
Vote to remain with a single tax rate for FY23	5-0
Vote to enter executive session not to return to regular session at 7:03 p.m.	5-0

Youth Center – Request to install security system

Youth Center Director Sonia DiSanti and board member Ryan Belanger joined the meeting to provide information regarding the security camera they would like to install in the leased space. There was question about the Police and Fire Department having access to the door locks in case of emergencies.

A motion was made by S. McGrath and seconded by J. Levesque to allow the scope of work for the security cameras and door locks in the Youth Center leased space.

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

Motion Carries: 4-0

Consent Agenda

A motion was made by M. Francesconi and seconded by R. DeAngelis to approve the consent agenda except for the minutes of September 8, 2022, which will be tabled.

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

Minutes – September 6, 2022 & ~~September 8, 2022~~
Warrants - PR23-06-; AP23-07
Driveway Permit Approval - Lot 225-017-1 Outlook Avenue
Youth Center – School Use for Halloween Party- October 26/27
Department Reports: Highway, Water (Depot St. Project)
AFG 2021- Grant Award Wildland Fire Equipment - $44,733.33

Leland Park Update

M. Francesconi shared that Berkshire Concrete is donating the concrete and explained that the area around the cheese press will have concrete that will be stamped to look like cobblestone. A new estimate will be provided by the company to do the labor portion of the work. There was discussion about the additional quote for sidewalks to the median to cross up into the playground. J. Levesque was hesitant as there has been discussion about using that area for a Public Safety complex. R. DeAngelis stated that the project was once donation based and now the town is looking to spend thousands to finish the project with no plan put in place, he suggested getting the cheese press section done and holding off on the sidewalk at this time. M. Francesconi explained that the anonymous donor had passed away before the initiative committee could request additional funding to complete the project. The item will be added to the next agenda.

Town Administrator Updates

The Highway Superintendent shared that Shadowland Cove is almost complete and will need an additional 20 tons of product for a total of 120 tons, the work will be completed next week.

ARPA Funds for Radar Kit for Police Department

Chief Alibozek joined the meeting to discuss his request for $5,028 to purchase a radar tracking system stating that speeding is the biggest complaint received. S. McGrath asked if the system could take photos of plates, it does not. Neighboring departments have them and being able to share data compiled with residents as well as department heads were a major reason for the request. The product comes with a laptop and solar charging.

A motion was made by M. Francesconi and seconded by S. McGrath to use ARPA funds in the amount of $5,048 to purchase a Radar Kit for the Police Department.

Discussion: R. DeAngelis asked if the radar would be used on Route 8.

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

ARPA Funds for Radio Communications for Fire Department

A motion was made by S. McGrath and seconded by R. DeAngelis to move forward with the request from the Fire Chief to purchase radios for the Fire Department estimated to cost $66,000.

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

- Radio's will need to be bid according to the procurement laws.

Announcements by Board Members
R. Killeen would like to talk with the Council on Aging Director about offsetting the cost of the BRTA van for riders using ARPA funds, it was agreed that he will speak to her and report back to the board.

J. Levesque requested that the Highway Superintendent attend the next meeting to discuss fall projects including Stafford Hill maintenance. Also requested was a discussion on Ingalls Road and shimming/paving Route 116.

J. Levesque requested information on the 3% community impact fee for Stafford Green, J. Morse shared that she will be talking with the Department of Revenue next week and will inquire.

Tax Classification Hearing - Pursuant to MGL Chapter 40, Section 56 a public hearing was called to order at 7:00 p.m. by Chair Michelle Francesconi. Documents had been provided to the board members for review by the Board of Assessors.
A motion was made by J. Levesque and seconded by S. McGrath to remain at a single tax rate for Fiscal Year 2023.
Roll Call Vote: R. DeAngelis – Yes; S. McGrath – Yes, J. Levesque – Yes, M. Francesconi – Yes; R. Killeen - Yes
Motion Carries: 5-0

Executive Session
A motion was made by M. Francesconi and seconded by J. Levesque to enter executive session at 7:03 p.m. according to MGL Chapter 30A, Section 21(a), Reason 3 – Warner vs. Town of Cheshire to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public and if the chair so declares, not to return to regular session.
Roll Call Vote: R. DeAngelis – Yes; S. McGrath – Yes, J. Levesque – Yes, M. Francesconi – Yes; R. Killeen - Yes
Motion Carries: 5-0

Respectfully Submitted.
Jennifer Morse
September 27, 2022

Approved: October 4, 2022

TOWN OF CHESHIRE

80 CHURCH STREET | CHESHIRE, MASSACHUSETTS 01225
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OFFICE OF THE BOARD OF SELECTMEN

Board of Selectmen &
Board of Assessors (Tax Classification Hearing at 7:00 PM)

Meeting Agenda – September 20, 2022
6:30 PM

Cheshire Elementary School – Cafeteria

1. *Open Regular Meeting, Introductions, Pledge of Allegiance*
2. *Consent Agenda*

Minutes – September 6, 2022 & September 8, 2022
Warrants - PR23-06-; AP23-07
Driveway Permit Approval - Lot 225-017-1 Outlook Avenue
Youth Center – School Use for Halloween Party- October 26/27
Department Reports: Highway, Water (Depot St. Project)
AFG 2021- Grant Award Wildland Fire Equipment - $44,733.33

3. ***Tax Classification Hearing – Board of Assessors at 7:00 p.m.***
   Pursuant to MGL Chapter 40, Section 56, a public hearing will be held to determine the percentage of tax levy to be borne by each class of real and personal property for Fiscal Year 2023.
4. *Board of Selectmen Discussion/Decision Items*
   - ***a.*** *Designation of Polling Place – Change to Former Cheshire Elementary School for November Election*
   - ***b.*** *ARPA- Funds for Fire Radio Communications & Radar Kit for Police Department*
   - ***c.*** *Leland Park – Estimates for Concrete Work- ARPA Funds*
   - ***d.*** *Youth Center request to Install Security System*
5. *Town Administrator Updates*
6. *Announcements from Board Members*
7. *Public Comment*
8. *Any other business not reasonably anticipated 48 hours prior to the meeting*
9. *Executive Session - MGL C.30A, Section 21 (a), Reason 3 – Warner – Old West Mountain Road*
   To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public and if the chair so declares.

Note: The Tax Classification public hearing will begin at 7:00 PM as indicated on the agenda. Other business including Board of Selectmen Discussion/Decision Items may begin prior to 7:00 PM and will continue at the end of the Tax Classification Hearing.

Submitted by: Jennifer Morse – Town Administrator Posted 9/15/22 at 5:08 p.m.

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

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OFFICE OF THE BOARD OF SELECTMEN

Meeting Minutes – September 6, 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 September 6, 2022, at 6:30 PM.

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

Board of Selectmen Members Absent: Shawn McGrath, Vice Chair

Others Present: Jennifer Morse, Town Administrator; Tom Francesconi, Fire Chief; Michael Alibozek, Police Chief; Peter Traub; Lynn Melchiori, Gary Trudeau

Summary of Votes Taken:

Vote to approve the consent agenda except for the August 25, 2022 minutes	3-0
Vote to approve utilizing ARPA funds in the amount of $5,829.68 to purchase department issued firearms to the Police Department	3-0
Vote to approve ultilizing ARPA funds in the amount of $821 for Police Department Bridge Academy Training	3-0
Vote to approve utilizing ARPA funds in the amount of $4200 for EMT Training for three fire fighters	3-0
• M. Francesconi recused herself for the EMT Training Vote left the room – re-entering at the end of the vote.	
Vote to approve the Minutes of August 25, 2022	3-0-1

Michelle Francesconi called the meeting of the Board of Selectmen to order at 6:33 p.m.

Tax Classification Hearing- Tabled to September 20, 2022, due to a question about the Excess Capacity number. The Town Administrator believes the excess capacity number is a little more than $225,000 taking into consideration the new growth and local receipts number. There was a brief discussion about having a Special Town Meeting prior to the setting of the tax rate due to the amount of large projects that need to be completed by winter including the heat at the Elementary School and Fire Station, a meeting has been posted for Thursday evening and the excess capacity issues should be resolved by Wednesday.

Youth Center Executive Session – Tabled to October 4, 2022, at the request of the Youth Center

Building Commissioner re: Request for Cap - Withdrawn at the request of the Building Commissioner

Consent Agenda
A motion was made by M. Francesconi and seconded by J. Levesque to approve the consent agenda except for the Minutes of August 25, 2022.
Roll Call Vote: Ron DeAngelis – Yes, J. Levesque – Yes, M. Francesconi – Yes
Motion Carries: 3-0

~~*Minutes – August 25, 2022*~~
Warrants – PR23-05-; AP23-06
1st Annual Bill Lewis Memorial Bass Fishing Tournament – Special Permit Application
One Day Liquor License – Cheshire Fire Department – October 2, 2022
Cheshire Community Association – Clean Up Day – Special Permit Application
Department Updates – Highway

Discussion/Decision Items
Agenda (d) Leland Park Update - M. Francesconi shared that the stumps have been removed and a meeting was had with a concrete contractor for the sidewalk work estimates. Whitney's will be doing the plantings. R. DeAngelis asked for a legal opinion regarding the removal of the driveway that runs from the neighbor's house through the property. M. Francesconi shared that the donor had passed away and the project will need to be completed by the town after the initiative funds have been exhausted.

Agenda (c) ARPA Funds for Police Training and Police Equipment - Chief Alibozek joined the board to discuss the duty weapons quote which would provide town purchased guns to all officers. The lowest quote received was for $5,829.68. There was discussion regarding the type of gun, ammunition and holsters being purchased. M. Francesconi stated that department issued firearms is way overdue**.**
A motion was made by M. Francesconi and seconded by R. DeAngelis to use ARPA funds to purchase department issued firearms for the police department totaling $5,829.68
Roll Call Vote: Ron DeAngelis – Yes, J. Levesque – Yes, M. Francesconi – Yes
Motion Carries: 3-0

The Town Administrator reminded the board that the previous Chief had requested the use of ARPA funds to pay for bridge academy training of officer. Currently one officer has a class set up for the third week in September, this is the third class the officers needs. The total cost is $821.
A motion was made by M. Francesconi and seconded by R. DeAngelis to use ARPA funds to cover Bridge Academy expenses for Officer Goodell.
Roll Call Vote: Ron DeAngelis – Yes, J. Levesque – Yes, M. Francesconi – Yes
Motion Carries: 3-0

There was discussion about including training needs into the Police Department budget for Fiscal Year 2024.

R. Killeen joined the meeting at 7:00 p.m.

Police Grant – Body Camera's written by Officer Alvarez – Chief Alibozek shared that Officer Alvarez wrote a body camera grant which was submitted last week in the amount for $32,000 which would provide body camera technology to the town, it is a reimbursable grant.

Fire Chief re: Fire Station Assessment/Cost Estimate & ARPA EMT Training Funds - Chief Francesconi
Chief Francesconi started the conversation by sharing information regarding the radio communications at the Fire Department. He obtained a quote for 18 new radios, chargers, programming, and installation. Chief explained that the current radios are a "hodge podge" of radio's that are twelve years old, and are now obsolete and non-serviceable. NFPA requires that each apparatus have radios, SCBA's and flashlights for the number of seats per apparatus. This is a personal safety and liability issues by not equipping the fire fighters with the equipment needed. R. DeAngelis asked the Town Administrator to provide a detail expense report of ARPA funds used and earmarked. The total estimated cost of the radio upgrades is $66,242. The discussion was tabled to the next meeting when more information regarding ARPA funds is available.

Fire Station Assessment - EDM was contracted by the Town to provide an assessment and cost estimate of the Fire Station. The Chief reviewed the outcome of the report noting that the total to do repairs is $1,330,561. Discussion on the finding of the report and the next steps resulted in the Town Administrator investigating a feasibility study of the current location and possible options for the Fire Station moving forward. Chief shared that a few options had been tossed around including removing the training room and building up and installing a "metal" building on a different site.

M. Francesconi shared that she is attending a meeting at Adams Ambulance with Rep. Barrett on Wednesday evening as they continue to struggle financially. She will update the board regarding the meeting. There was discussion regarding regionalization and the Town Administrator commended the Chief for being open to discussions sharing with the board that he is working on a meeting between Savoy, Adams, and Cheshire soon.

ARPA funds request for EMT Training - M. Francesconi recused herself and left the room, Chief Francesconi stayed and provided information as needed. The Town Administrator shared that three firefighters are currently participating in the EMT course offered through Northern Berkshire Ambulance. Two of the firefighters are also town employees and have been certified EMT's in the past, the third is a younger member all of whom are dedicated to the town. Discussion regarding the Town utilizing ARPA funds to pay for the EMT course, board members felt confident that this was a good investment and J. Levesque asked the Chief to build at least two courses into his Fiscal Year 2024 training budget.
A motion was made by R. DeAngelis and seconded by R. Killeen to utilize ARPA funds in the amount of $4,200 to pay for the three fire fighters EMT course through Northern Berkshire Ambulance Services
Roll Call Vote (called by J. Leveque in the absence of the chair): R. DeAngelis – Yes, R. Killeen – Yes, J. Levesque – Yes.
Motion Carries: 3-0

M. Francesconi re-entered the room

The Town Administrator asked the Fire Chief about the Highway and Facilities Manager response to daytime calls and how it was working - he felt it was going extremely well.

Chief Francesconi shared that the Juniors Program is already up to six members.

Minutes – August 25, 2022
A motion was made by J. Levesque and seconded by R. DeAngelis to approve the minutes of August 25, 2022
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Yes, J. Levesque – Yes, M. Francesconi – Abstain
Motion Carries: 4-0

Discussion/ Decision Items

Agenda (a) Change order – Water Project – Withdrawn as the project of looping Mill Hill Road to Prospect Street is not feasible.

Agenda (b) Former Cheshire Elementary School use - R. DeAngelis asked that this item be tabled to a time where it was the only item on the agenda as it is a bigger discussion.

Town Administrator Updates

Route 116 Guardrail Bid Package - J. Morse shared that the bid package is complete with a bid opening date of September 28, 2022, this will allow for time to do the project prior to the winter. The project will be the removal of and installation of 2200 feet of guardrail on the upper section of Route 116 from Stewart White Road and is estimated to be $99,000.

MVP/HMP Listening Session- Two listening sessions are scheduled for the community to review the top priorities after the workshop held during the summer. The first one will be at the Community Center on Wednesday September 14th at 12:30 p.m. with the second one being held remotely on Wednesday September 21st at 7:00 p.m.

Announcements from Board Members

R. Killen shared that he is playing phone tag with the Ethics Commission regarding his appointment as Representative to the Berkshire Regional Transit Authority.

M. Francesconi noted that the September/October edition of the Cheshire Chatter looked good, and the Town Administrator credited the new editor Faye Williamson for the layout work.

J. Levesque noted that the Cheshire Community Association Clean Up day was scheduled for Saturday September 17, 2022, from 9 a.m. – 1 p.m. meeting in the morning at the Father Tom Campsite.

Public Comments

Gary Trudeau asked the board to investigate the Hoosac Valley Regional School District Budget and large percentage difference between what Adams and Cheshire pay per student. Mr. Trudeau contact the Department of Secondary Education and was told that the formulas are set by the school district not the state, he shared his frustration over the school district agreement between the two towns as well. J. Morse will investigate the formulas and will report back to the board and Mr. Trudeau.

Adjournment: *A motion was made by M. Francesconi and seconded by J. Levesque to adjourn the meeting at 8:01 p.m.*
Roll Call Vote: R. DeAngelis – Yes, R. Killeen- Yes, J. Levesque – Yes, M. Francesconi- Yes
Motion Carries: 4-0

Respectfully Submitted.
Jennifer Morse
September 8, 2022

DRAFT

Document List :

- Agenda September 6, 2022
- LA4 Comparison – Tax Classification Hearing
- Draft Minutes – August 25, 2022
- Special Event Application - 1st Annual Bill Lewis Memorial Bass Fishing Tournament
- One Day Liquor License - 1st Annual Bill Lewis Memorial Bass Fishing Tournament
- Special Event Application - Cheshire Community Association Clean Up Day
- Highway Department Report - September 2, 2022
- Duty Weapon Purchase Program
- HMP/MVP Listening Session Flyers
- Fire Station Assessment

Approved:

DRAFT

The Commonwealth of Massachusetts

Town of Cheshire

Massachusetts 01225

Fee: **$50.00**

APPLICATION FOR DRIVEWAY PERMIT

Date: 6/27/22

To: Board of Selectmen
Town Hall
Cheshire, MA 01225

Dear Sir:
The undersigned, Mark Kruze l (Name), of 111 E. Housac St Adams, MA (Address)

hereby applies for permission to install a driveway at the following location: New Driveway

on Lot 225-017.1 Outlook Ave

I understand that all work must be done in accordance with specifications of the Highway Superintendent of the Town of Cheshire. Every attempt will be made to avoid damage to the road.

Contractor Name Kruzel builders

Dig Safe Number 20222607285

Signature of Applicant

DRIVEWAY PERMIT

Permission is hereby granted to make the above driveway installation in accordance with the attached conditions.

Approved by Highway Superintendent

Apron shall be min 1½ above Roadway to Prevent Water running into Property- BV

9-7-2022
Date

Approved by Board of Selectmen

WHITE - Selectman's Copy; YELLOW - Bldg. Inspector's Copy, PINK - Applicant's Copy

2017 Adams Specialty Printing Co. 413 743-9101

TOWN FACILITIES REQUEST FORM

Please read the instructions prior to filling out the facility use form.

1. Print your name, address, and a telephone number at which you can be reached during 8:30 a.m. to 4:00 p.m.
2. Check the facility or facilities you wish to use.
3. Requested use – please be specific as to the nature of the use and/or if you are representing a specific league or organization.
4. Special circumstances – (a) address needs which may not be currently available, i.e. need for tent, chairs, bleachers, decorations, etc. (b) give an estimated attendance which is needed to determine such things as crowd control and parking
5. Provisions for cleanup – there is no charge for normal field maintenance such as mowing grass. However, if you plan on decorating or placing items on the field, lining the field, the town will assess a fee if town workers are required to provide the service to restore the facility to its original state.

If there are no conflicts with other activities or fees assessed, the Town Administrator, or its representative, will make every effort to authorize this request within three (3) business days. If a conflict is determined or fees are required, this request will be presented at the next meeting of the Board of Selectmen. Special meetings can be arranged for extenuating circumstances.

Applicant name: Youth Center Inc.

Address: 191 Church St **Town/City:** Cheshire **State:** MA

Telephone: (413) 743-3550 **EMAIL:** Sonia@youthcenterinc.org

Facility Requested:

✓ Cheshire School (Café)

___ Cheshire School Field

___ Little League Field, School Street

___ Cheshire Senior/Community Center

___ Town Hall Park

___ Street(s) (Specify:_____)

___ Other (Specify:)

TOWN FACILITIES REQUEST FORM

Date(s) of Use: 10/27/22

Hour(s) of Use: 6pm-8pm - 10/26/22 - Begin Set up

Requested Use: (please be specific as to the nature of the event)

Halloween party

Special Circumstances: (i.e., chairs on lawn, decorations at gazebo, tents, etc.)

Number of Participants/Attendees: 150

Provisions for Cleanup: (a fee will be assessed if none provided)

This application will not be processed without the following information. Liability insurance is required by our insurance carrier. We will Clean up after event

Insurance:

Name of Insured: _____

Policy number or Insurer: _____

Policy Expiration Date: _____

Alcoholic beverages are not allowed on premises unless a special license has been obtained from the Board of Selectmen. Do you want to obtain a special license? ___ Yes X No

Special Fees:

Town Common Use for non-residents:	$ 10.00
Daytime Field use (6 hours maximum):	$ 50.00
Nighttime Field use:	$ 75.00
Police Officers x ___ (per patrol person)	$ _____

Field Maintenance (Subject to town policy) $ _____

The Town of Cheshire allows "free" use of its facilities to:

- ✓ Non-profit town affiliated functions (i.e. youth/high school sports programs, league field day, etc.), provided the non-profit organization provides proof of its status as a non-profit.
- ○ Town residents: (i.e. weddings at the town common, etc.)

RULES GOVERNING USE OF TOWN FACILITIES

1. **Absolutely No Alcohol** to be consumed on premises unless a special license has been obtained from the Board of Selectmen.
2. **No alterations** to structures or grounds.
3. **Property must be kept clean** and returned in clean, useable form.
4. ***Events and activities must be conducted in a well-controlled, responsible manner.***

I/We hereby, by myself, heirs, executors, administrators and officials, release and hold harmless the Town of Cheshire from all liability arising out of my/our use of the town facilities as requested above. I/We accept responsibility for damages to the property.

I/We waive and release any and all rights and claims for damages I/We or my/our guests may have against the town of Cheshire for injuries as a consequence of my/our use of the town facilities.

Applicant Signature _____ Date: _____

Applicant Name (Printed) _____ Date: _____

Facilities Manager ☐ **Approve** ☐ **Disapprove**

Signature: _____ Date: _____

Comments: _____

Town Administrator ☐ **Approve** ☐ **Disapprove**

Signature: _____ Date: _____

Comments: _____

Board of Selectmen ☐ **Approve** ☐ **Disapprove**

Signature: _____ Date: _____

Comments: _____

Highway Report 9-16-2022

Mike has spent last 2 weeks taking a coarse for his class b cdl, happy to inform that he has passed and is now licensed to operate our cdl trucks. We will continue to work with him for more experience over weeks to come.

Roadside mowing has wrapped up as all areas have been done, time permitting we will address any areas that might need second cutting. Past few weeks we have worked on weed wacking some of the guardrails'

Shadowland Cove received 40 ton of blacktop so far, we have been limited on when we can get mix as plant over busy, we be finishing up this coming week as plant and weather allows.

A catch basin on upper Greylock rd that was failing was replaced with a prefab box as well as upgrade to ditch in area.

We have been able to start some of our pre winter maintance, trk 5 frontend and service, trk20 brake job, trk 4 service.

Respectfully submitted

Robert Navin

Highway Superintendent

Water Main Replacement

Depot Street/Mill Hill Road/Railroad Street

The current water main replacement for Cheshire is:

- Mill Hill Road
- Depot Street
- Railroad Street

Work is underway on the project for an 8" ductile pipe being installed by Haluch Construction. Haluch started earlier than expected on 8/24/22. To date an 8" ductile pipe is in, and pressure tested. Sampling has been done on Depot Street and Railroad Street for bacteria and the test results came back negative. Mill Hill sample is in process. Haluch has also finished all service tie in on Depot Street and started putting meter pits in on Railroad Street. Two of the three hydrants has been installed.

Haluch will be doing service lines and meter pits on Mill Hill this week; they are expected to be done with the project in the next two weeks. I am very pleased with there work and hope to have the opportunity to work with them again.

Mike Kulig from Berkshire Engineering has been on site overseeing the project.

Respectfully Submitted

Travis Delratez

Water Superintendent

September 12, 2022

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Effective date: 09/04/2022

Edmund St. John IV
TOWN OF CHESHIRE
TOWN OF CHESHIRE PO BOX 647
CHESHIRE, MA 01225

EMW-2021-FG-02576

Dear Edmund St. John IV,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of $44,733.33 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or $2,236.67 for a total approved budget of $46,970.00. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Election Law Book - Pages 257-258
MGL Chapter 54 Section 24

Vote of Selection

Letter to SOC Elections Division
Change Voting Location in VRIS system
Post on Website
Post 5 locations

Mailings To each Household where Registered Voter resides.

20 days prior To Election Date.

Part I ADMINISTRATION OF THE GOVERNMENT

Title VIII ELECTIONS

Chapter 54 ELECTIONS

Section 24 DESIGNATION OF POLLING PLACES

[Section impacted by 2020, 45, Secs. 1 and 1A, as amended by 2020, 92, Secs. 1 to 3, effective March 23, 2020; 2020, 92 Secs. 15 to 17 effective June 5, 2020; 2020, 115, Secs. 6 and 11, effective July 6, 2020; and 2021, 5, Secs. 1 and 2, effective March 16, 2021 and 2020, 255, effective December 31, 2020 as amended by 2021, 5, Secs. 4 to 8, effective March 16, 2021 and 2021, 29, Secs. 51 to 55, effective July 29, 2021, relating to elections in order to address disruptions caused by the outbreak of COVID-19.]

Section 24. The aldermen in cities, except where city charters provide otherwise, and the selectmen of towns divided into voting precincts, shall, twenty days at least before the biennial state or annual or biennial city election and ten days at least before any special election of a state or city officer therein, designate the polling place for each voting precinct and cause it to be suitably fitted up and prepared therefor. In a city or town which has provided voting booths such booths may be placed in the public ways of such city or town, provided said ways are left reasonably

safe and convenient for public travel. It shall be in a public, orderly, and convenient portion of the precinct; provided, however that if the aldermen or selectmen determine that the public convenience would be better served, the aldermen may designate a polling place in an adjacent precinct of a city, and the selectmen may designate a polling place in another precinct of a town or may house all polling places in a single building within the town. In any city or town, if the polling places for two or more precincts are located in the same building and the total number of registered voters in any such two or more precincts does not exceed three thousand, only one set of election officers need be appointed for such precincts, but separate ballot boxes and voting lists for each precinct shall be used. If, in a town of five precincts or less, all of which are located in one building, the selectmen so vote, only one warden need be appointed to supervise all such precincts, and the number of inspectors shall be determined by the selectmen, without disturbing the balance between the political parties. There shall, however, be one clerk appointed for each such precinct. Alcoholic beverages shall not be sold in any portion of a building which is designated as a polling place, during voting hours or while ballots are being counted therein. When the polling places have been designated in the city of Boston, the board of election commissioners of said city may post in such places as it may determine a printed description of the polling places designated and may give further notice thereof; and when the polling places have been designated in any other city or in any town, the aldermen of such city in at least five public places in each precinct thereof, and the selectmen of such town in at least three public places in each precinct thereof, shall forthwith post a printed description of the polling places designated and may give further notice thereof. When a polling place in a voting precinct is changed from one

location to another, the board of election commissioners in the city of Boston, the aldermen in any other city or the selectmen in any town shall cause printed descriptions of such polling place to be posted in such public places in such precinct as they determine and shall give notice by mail to each residence of one or more registered voters therein.

Procom Services

185 Columbia St
Adams MA 01220

Estimate

Date	Estimate #
8/29/2022	3569

Name / Address
Cheshire Fire Dept. PO BOX 598 Cheshire, Massachusetts 01225

Project

Description	Qty	Cost	Total
KENWOOD / EF Johnson VIKING VP6230BKF3	18	2,510.00	45,180.00
KSC-32, Kenwood110/2220* Volt Rapid rate single unit tri-chemistry charger for KNB-21A/32N/33L - NOTE: includes 110/220V auto-switching AC adapter with U.S. -style line cord plug; requires plug adapt.	18	69.00	1,242.00
VM 5000 136-174 MHZ	6	2,770.00	16,620.00
Special Radio Programing.	1	500.00	500.00
Equipment Install and Set-Up. Also includes all hardware, Tie Raps Isolator/Grommets, & Terminals Ends ETC.	6	450.00	2,700.00

Thank you for your Consideration

Total $66,242.00

Customer Signature _____

JAMAR Technologies, Inc.
TRAFFIC COUNTING EQUIPMENT AND SUPPLIES
DISTANCE MEASURING EQUIPMENT AND SUPPLIES
1500 Industry Road, Suite C
Hatfield, PA 19440
Phone 215-361-2244 • Fax 215-361-2267

QUOTATION

DATE: 9/8/2022

QUOTATION NO. 93794

P - (000) 000-0000 Ext. 0000
F - (000) 000-0000 Ext. 0000

CHESHIRE POLICE DEPT.
90 CHURCH STREET
CHESHIRE MA 01225

CHIEF MICHAEL J. ALIBOZEK

CUSTOMER ID	SALES PERSON	SHIPPING METHOD	PAYMENT TERMS	REQUIRED SHIP DATE	MASTER NUMBER
CHESHIRE POLICE	RICH COLE	UPS	NET 30	10/7/2022	162,437

QUANTITY ORDERED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00 Each	RRLE-II-BT-SC	LAW ENFORCEMENT II RADAR KIT W/LAPTOP & STARNEXT	$4,995	$4,995.00
		*THIS BLUETOOTH READY PACKAGE INCLUDES:		
1.00 Each	LAW ENFORCEMENT II RAD		$0	$0.00
1.00 Each	LAPTOP KIT		$0	$0.00
		YOUR SOFTWARE & DRIVERS WILL GET PREINSTALLED. THE LAPTOP WILL ALSO GET PAIRED WITH YOUR RADAR RECORDER.		
1.00 Each	BLUETOOTH CONNECTION		$0	$0.00
2.00 Each	BATTERIES		$0	$0.00
		12V, 12AH RECHARGEABLE LITHIUM BATTERIES		
1.00 Each	BATTERY CHARGER		$0	$0.00
1.00 Each	MOUNTING KIT		$0	$0.00
		INCLUDES LOCKS, CHAIN, KEYS		
1.00 Each	STARNEXT SOFTWARE		$0	$0.00
		2-SEAT SITE LICENSE		
1.00 Each	LE RADAR USB CABLE		$0	$0.00
2.00 Each	CLAMP KIT (PAIR OF MET		$0	$0.00

PRICE IS VALID FOR 30 DAYS UNLESS OTHERWISE NOTED

By _____

RICH COLE 9/8/22

Subtotal	$4,995.00
Misc	$0.00
Tax	$0.00
Freight	$53.00
Total	$5,048.00

GRADY & JENNINGS CONCRETE, INC.
PO BOX 801
WILLIAMSTOWN, MA 01267

Dean Grimes (413) 822-3914
dean@gradyandjennings.com

♦♦♦♦♦

ESTIMATE

DATE: September 10, 2022
CUSTOMER: Town of Cheshire
JOB: Cheshire, MA
EMAIL: buildings@cheshire-ma.gov

CONCRETE WORK AT CHEESE PRESS

- 18'8" , ½ moon concrete pad
- Approximately 10' out from front of press
- Piece of 5' wide sidewalk connecting it to the town sidewalk
- Poured with Integral Grey color and Cobblestone stamped
- Replace 1 piece of town sidewalk with a truncated dome warning strip

ESTIMATE PRICE**: $8,400**

ESTIMATE INCLUDES: Concrete, reinforcing steel, material, and labor.

Estimate does not include pumps, if needed the cost is $1,400 per use.
Estimate does not include insulation if needed. Insulation by others.
Estimate does not include excavation if needed.

Any questions please call me at 413-822-3914.

Respectfully submitted,

Dean Grimes

Dean Grimes

Grady & Jennings is not responsible for color alteration in concrete.
If sub-base is more than 1 1/2" out of level there may be additional charges for extra concrete needed.

This estimate is good for **30 days. Due to the volatility in the market we will relook at the pricing at the time of execution.**

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate.

GRADY & JENNINGS CONCRETE, INC.
PO BOX 801
WILLIAMSTOWN, MA 01267

Dean Grimes (413) 822-3914
dean@gradyandjennings.com

♦♦♦♦♦

ESTIMATE

DATE: September 10, 2022
CUSTOMER: Town of Cheshire
JOB: Cheshire, MA
EMAIL: buildings@cheshire-ma.gov

TOWN SIDEWALK

- Approximately 340’ of sidewalk
- 5’ wide
- Wire mesh
- Poured, broomed, and tooled

ESTIMATE PRICE STATE RATE**: $25,400**
ESTIMATE PRICE REGULAR RATE**: $20,700**

ESTIMATE INCLUDES: Concrete, reinforcing steel, material, and labor.

Estimate does not include pumps, if needed the cost is $1,400 per use.
Estimate does not include insulation if needed. Insulation by others.
Estimate does not include excavation if needed.

Any questions please call me at 413-822-3914.

Respectfully submitted,

Dean Grimes

Dean Grimes

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This estimate is good for **30 days. Due to the volatility in the market we will relook at the pricing at the time of execution.**

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate.

PROPOSAL

Technology Systems Proposal

Youth Center Inc
191 Church Street
Cheshire, MA 01225
413-743-3550

Project No : AMENI-0691
Revision: 0
Modified: 9/8/2022



Presented By:

Amenitek Inc.
14 Williamstown Road
Lanesborough, MA 01237 United States
413-776-0354
http://amenitek.com/

Camera System			Labor	Equipment
	11	**LTS CMIP7243NW-SZ** 4 MP IR Varifocal Dome Network Camera, includes Junction Box		
	1	**LTS LTN8916** Platinum Enterprise Level 16 Channel 4K NVR 1.5U		
	2	**Panduit NK688MIW-Q** NetKey Jack Module 25-pack		
	1	**Panduit NM2** Horizontal cable manager high capacity front and rear 2 rack unit		
	1	**PANDUIT CORP NKPP48FMY** Panduit NetKey 48 Port Modular Patch Panel		
	1100	**SnapAV NST-CAT6R-1000-BLU** Wirepath™ Cat 6 Riser Unshielded 23/4 Solid CMR-Rated Wire – 1000 Ft. Nest in Box (Blue)		
	40	**SnapAV WP-PC-CAT6-2FT-BLK** Wirepath Cat 6 2ft Ethernet Patch Cable (Black)		
	1	**Ubiquiti Networks USW-48-POE** 48-Port managed PoE switch with (48) Gigabit Ethernet ports including (32) 802.3at PoE+ ports, and (4) SFP ports. Powerful second-generation UniFi switching		
	2	**Western Digital WD63PURZ** Purple Surveillance Hard Drive, 6 TB, 256 MB		
		Camera System Total	**$3,723.00**	**$5,261.00**

Card Access			Labor	Equipment
	1	**Alarm.com ADC-AC-ET25** Single gang form-factor access control reader with keypad		
	1	**Alarm.com ADC-AC-LP1501-PSE** One Door Card Access Controller and Power Kit with Enclosure		

* Price Includes Accessories



1 **Continental Access M9900**

RIM Mount Panic Device for 36" Door. 32D Satin Stainless Steel Finish. Includes Roller Strike and Allen Wrench for Dogging feature.



1 **Generic PS1270**

Alarm Panel Battery, 12V



1 **Marks MESC350F**

Escutcheon and lever, narrow stile exit device trim, storeroom function

1 **Marks MLRK1-MRK**

Motorized Latch Retraction Kit for Marks M9900



1 **Sargent 88E-PTB**

Backplate Trim

Card Access Total	**$1,037.00**	**$2,719.00**
Facility Total	**$4,760.00**	**$7,980.00**
Project Subtotal:	**$4,760.00**	**$7,980.00**

* Price Includes Accessories

PROJECT SUMMARY

Equipment:	$7,980.00
Labor:	$4,760.00
Sales Tax:	$498.75
Grand Total:	**$13,238.75**

Client: **Sonia DiSanti** **Date**

Contractor: **Amenitek Inc.** **Date**

Technology Systems Proposal

Youth Center Inc
191 Church Street
Cheshire, MA 01225
413-743-3550

Revision: 0
Modified: 9/8/2022

Presented By:

Amenitek Inc.
14 Williamstown Road
Lanesborough, MA 01237 United States
413-776-0354
http://amenitek.com/

AMENITEK INC.

STANDARD TERMS AND CONDITIONS

A. The general project description is contained in the attached document and related documents herein referred to as the "Proposal". These Standard Terms and Conditions, together with the accompanying Proposal and any documents delivered therewith to the person to whom the Proposal is addressed ("Owner"), constitute the agreement between Amenitek Inc. ("Contractor") and Owner, and supersede any other agreements or promises made by anyone on behalf of the Contractor, whether oral or written.

B. Scope of Work - The work to be performed by Contractor is the installation of the system specified in the Proposal.

C. The price quoted in the Proposal as "Grand Total" represents the total cost of the project described therein, including sales tax in the amount indicated. If the project involves retrofitting or remodeling of an existing structure or system, the Owner shall pay the cost of any labor (at the rate of $85 per worker per hour) and materials required to address any conditions in the existing structure or system which are not apparent from a visual inspection prior to commencing work. Contractor shall advise Owner upon becoming aware of the need for any such additional labor or materials.

D. Payments shall be made according to the Payment Schedule set forth below. The Payment Schedule is an approximation and is subject to the timing of the construction and the lead times required for the ordered equipment to be delivered. Where applicable, equipment will not be ordered until the deposit has been submitted; where Contractor elects not to require payment prior to ordering, all components must be paid for before delivery to job site. Final payment shall be due immediately following completion of the project.

E. Payment is due, without setoff or deduction of any kind, immediately after invoicing. Unpaid balance beyond 10 days after invoicing as outlined in item D shall bear interest payable to Contractor at a rate of 1.5% per month simple

interest. Owner shall pay all attorneys' fees and other costs incurred by Contractor in attempting to collect payments not made when due. Contractor will hold Owner harmless with respect to claims of subcontractors and suppliers, provided that Owner shall have paid in a timely manner all amounts due under this Proposal.

F. This Proposal expires 30 days following the date of the Proposal. No work will be scheduled without a deposit plus a signed copy of this agreement. All drawings and specifications contingent on agreement and retainer.

G. Contractor reserves the right to replace proposed models in the case of obsolescence, discontinuation or unavailability with a comparable model of equal or greater value upon customer approval. Contractor will not be held responsible or liable in any way for any said product's obsolescence, discontinuation or unavailability.

H. Contract Documents and Details - The contract documents consist of this Proposal, including all general provisions, special provisions, as well as all specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in work. Work not covered by contract documents will not be undertaken unless it is required by reasonable inference as being necessary to produce the intended result. The costs associated with any related work or materials, including, but not limited to drywall, painting, underground trenching, conduit of any kind are not included unless specifically documented in the proposal.

I. Contractor is not responsible for any damages due to acquiring access to make needed repairs or installations, including but not limited to sheetrock, paint, wallpaper, flooring, ceilings, walls, cabinetry, etc. The client shall make good all finished surfaces, including but not limited to walls, ceilings, flooring, tiles and panels, face brickwork and rendered masonry surfaces, which the contractor may reasonably have to break into or disturb in performance of the works.

J. Client may be required to supply power, telephone, cable or other technology services in conjunction with the products installed by Contractor. Contractor is not responsible for the quality or reliability of third party service provider connections. Contractor will sometimes include products and services to help improve service provider connections if specifically stated in proposal such as improved routers, enhanced WiFi and automatic reboot modules. Coordination of third party service provider tech support calls or service appointments is billable at the rate of $85 per worker per hour unless otherwise set forth in the Proposal. Where extra cost in materials, labor and overhead is occasioned to the contactor by virtue of third party service provider products, services or activities, it shall be added to the contract sum.

K. Client must supply safe and ready access to all work areas. Contractor is not responsible for delays or failure to complete repairs/installations if ready access is not provided. Payment will still be required for materials that are purchased but unable to be installed due to unsafe or unavailable/unprepared work areas. For safety reasons, service will not be rendered if electrical system, components and/or wiring is surrounded by standing water or it is located outside and weather conditions make service unsafe.

L. If Contractor is delayed at any time in the progress of the work by Owner change orders, fire, labor disputes, acts of God or other causes beyond Contractor's control, the completion schedule for the work or affected parts of the work shall be extended by the same amount of the time caused by the delay.

M. Where extra cost in materials, labor and overhead is occasioned to the contactor by virtue of acceleration of the agreed work schedule or of the presence of obstructions or conditions which could not reasonably have been anticipated by the contractor, it shall be added to the contract sum.

N. The client agrees that it will respond to the contractor's claims for variations reasonably and promptly and that should it either fail to accept any claim for a variation from the contractor within five (5) working days of receiving it or fail within the same period to give to the contractor in writing a reasonable explanation for not accepting such claim, then

the amount of such claim shall be added to the contract sum.

O. Payments and Completion - The included Payment Schedule is a guideline and approximation. In some circumstances an allowance is provided to give an approximate cost of an item or project. These costs may be variable and will be detailed and summarized on the final invoice. All reasonable efforts will be made to meet these expected costs. Since Contractor will, if possible, open, test and burn-in equipment before delivery, all components must be paid for before delivery to job site. Payments may not be withheld under any circumstances. Any disputes due to legal claims will be settled independently in good faith between the parties. Final payment shall be due immediately following completion of the project. Contractor will hold Owner harmless with respect to claims of subcontractors and suppliers, provided that Owner shall have paid in a timely manner all amounts due under this Proposal.

P. Contractor shall purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage (other than damage to Contractor's work) to the Owner’s property resulting from the Contractor’s performance of the work.

Q. If the contractor notifies the client that it intends to store on the site materials and equipment to be used in the project, the client shall designate an area for storage and shall take all reasonable precautions to protect any such materials and equipment stored on site from destruction, damage or theft. Contractor is not responsible for materials and equipment that client has agreed to store on site. If they are destroyed, damaged or stolen, the cost of replacement shall be added to the contract sum.

R. Warranty - Contractor warrants all workmanship for a period of 90 days following completion of each phase of the project, as identified in the Proposal. Product warranties vary by manufacturer but typically average 1 year. Contractor intends to be available to assist with service covered under manufacturers’ warranties. Extended warranties may be available at additional cost. THE WORKMANSHIP WARRANTY SET FORTH IN THIS PARAGRAPH IS THE EXCLUSIVE WARRANTY BEING GIVEN TO OWNER IN CONNECTION WITH THE PROPOSAL AND CONTRACTOR'S WORK. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. In no event shall Contractor's liability to Owner, Owner's family, heirs, successors, assigns, guests, or invitees, or any other party claiming through Owner, exceed the amount actually paid to Contractor under this Proposal, except to the extent covered by Contractor's liability insurance.

Payment Schedule	Amount	Due Date
Initial Deposit	$6,619.38	
Progress Payment	$5,295.50	
Final	$1,323.87	

Signatures:

Client: Sonia DiSanti	**Date:**
Contractor: Amenitek Inc.	**Date:**