TOWN OF CHESHIRE

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

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OFFICE OF THE BOARD OF SELECTMEN

Meeting Minutes – October 4, 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 October 4, 2022, at 6:30 PM.

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

Others Present: Jennifer Morse, Town Administrator; Sonia DeSanti, Youth Center Director; Jennifer DeGrenier, Youth Center Board of Directors; Jess Girard, Youth Center Board of Directors, I Berkshires; Lynn Melchiori, Shirley Nye, Peter Armstrong, Robert Navin, Highway Superintendent.

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

• Vote to enter executive session with the Youth Center to discuss lease amendment	4-0
• Vote to approve lease amendment in open session	4-0
• Vote to approve the Route 116 Guardrail Contract with Premier Fence	5-0
• Vote to have Halloween on October 31, 2022, from 5:30 -7:00 p.m.	5-0
• Vote to utilize ARPA funds in the amount of $5,500 for Leland Park concrete work	5-0
• Vote to appoint an advisory committee to work on Special projects on town owned property	5-0
• Vote to adjourn the meeting at 8:13 p.m.	5-0

Executive Session- Youth Center Lease

A motion was made by M. Francesconi and seconded by J. Levesque to enter Executive Session at 6:31 p.m. Under MGL 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.

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

Re-Entered into regular session at 6:36 p.m. In attendance from the Youth Center was Sonia DeSanti, Director and Jennifer DeGrenier and Jess Girard, Board Members.

Youth Center Building Project Discussion and Possible Vote on Lease Amendment
A motion was made by M. Francesconi and seconded by R. DeAngelis to approve the amendment with a payment amount of $2300 per month through October 15, 2023.
Roll Call Vote: R. DeAngelis – Yes, S. McGrath – Yes; J. Levesque – Yes; M. Francesconi – Yes
Motion Carries: 4-0

Youth Center Building Projects - Sonia shared a grant funding opportunity for a new heating/cooling system stating that she is working with the Facilities Manager to get the necessary quotes and will need information from the town to apply for the funding. The deadline for the application is December 8, 2022, and the Town Administrator will work with the Youth Center to provide the documentation needed.

Highway Department Meeting regarding Fall/Winter/Spring Projects
Highway Superintendent Robert Navin joined the board to discuss ongoing projects. He started with a recap of the progress made since the department head meeting six weeks ago; Shadowland Cove is done, fall grading is ongoing including the lake roads and winter preparations. J. Levesque inquired if Shadowland Cove would need additional berms or drainage, according to the Superintendent milling were added and the catch basin was cleaned.

This fall the highway department will be providing traffic assistance for the Crack Sealing to begin in mid-October, Guardrails on Route 116, repatching in areas of town that need attention including Route 116. The Superintendent will be using no more than 30 tons of material to address the lower section of Route 116. R. DeAngelis is not in favor of shimming route 116 that the work should be done with a large paver noting that Notch Road is bumpier now than before it was done this summer, further he felt like it is a waste of material and town funds by doing the job incorrectly. The remainder of the board members did not object to the plan if no more than 30 tons of material were used.

The conversation turned to spring projects with the Highway Superintendent sharing that everything is in question not knowing the status of two STRAP grant applications for Ingalls Road and Route 116 Other possible spring projects include West Mountain Road/Greylock Road – 1.1 miles, mill and fill. Stafford Hill Road – 1.25 miles mil and fill and Henry Wood Road - .5 miles, mill and fill. The Town Administrator stressed the importance of spring projects be bid with the group purchasing program to minimize bid and reimbursement paperwork.

The Highway Superintendent talked about the Hazard Mitigation grant opportunities sharing that he and the Town Administrator had proposed two options for funding to BRPC including engineering on Route 116 to complete the phased approach and Emergency Shelter support. The Town Administrator shared that she had put the embankment on Wells Road on the list as well, R. DeAngelis noted that it is still moving and needs to be addressed.

J. Levesque asked about Stafford Hill Road being widened in the dirt sections for safety reasons (children on bikes). The Town Administrator shared besides member Levesque another concerned resident came forward. The Superintendent stated that he has spoken with the Police Chief who stated that there have been no collisions due to the width of the road and that he is concerned that widening would increase the speed on the road. The Highway Superintendent said it is a huge undertaking with the amount of ledge in the roadway. R. DeAngelis stated that a hoe ram could be brought in, and Stafford Hill and Ingalls Road could be addressed at the same time. The highway superintendent will get pricing for rental of equipment and will reach out to contractors to quote a price for the work. The Town Administrator asked if there are any Children at Play signs in the neighborhood after M. Francesconi noted the number of new homes with small children on the road.

j

Board of Selectmen Discussion/Decision Items

Route 116- 20 Pleasant View Drive Drainage Complaint - M. Francesconi asked all members if they had a chance to look at the work done by the highway department under the guardrails near Pleasant View Dr. Discussion on the drainage issues and the acknowledgement that the work done was not excessive just overdue maintenance. It was noted that the area in question is designated as a wetland and surveyed to be such. Residents, Mr. Armstrong, and Mrs. Nye asked questions regarding drainage around 630 Savoy Road. The highway superintendent stated that catch basins were cleaned last week and he would make an appointment with residents to see about cleaning of swales. There was discussion about opening the rest of the guardrails on Route 116. Mr. Armstrong shared that large trucks travel the road very fast and that the breaks often wake them as early as 4:30 a.m. The Town Administrator shared the concerns with the police department previously and will bring it up again.

Route 116 Guardrail contract with Premier Fence

A motion was made by M. Francesconi and seconded by S. McGrath to approve the contract for guardrail replacement with Premier Fence the low bidder at $95,000.

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

Consent Agenda

A motion was made by M. Francesconi and seconded by S. McGrath to approve the consent agenda except for the request from the Cheshire Community Association for the use of the Community Center for a tag sale in the spring.

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

Discussion ensued regarding the Cheshire Community Association application; the town administrator read the email from the applicant after suggesting the use of the school. The board is looking to have larger community events at the school and requested that the town administrator reach out for explanation and to add the renaming of the school to the next agenda. Discussion on the Community Center becoming the Senior Center/Center for Active Living and the school becoming town offices and a community space.

Discussion/Decision Items

Halloween- A *motion was made by J. Levesque and seconded by M. Francesconi to hold Halloween on October 31, 2022, from 5:30-7:00 p.m.*

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

Cell Tower /Resident Concerns- A copy of the decision was in the packet and has been forwarded to the concerned citizen. The town administrator is attempting to contact the company to find out what work is currently being done on the tower. It was noted that there is no order in the decision regarding the number of providers allowed on the tower.

Leland Park Update - M. Francesconi shared that the initiative committee has voted to offset the cost of the concrete work by paying the difference between brushed concrete and the stamped concrete

A motion was made by R. DeAngelis and seconded by S. McGrath to utilize ARPA funds to pay for the brushed concrete in the amount of $5,500.

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

M. Francesconi mentioned that she had asked Barry Emery to hold off on the plaque discussion until spring, members of the board were provided with information in the packet.
Discussion on the need to have better plan for town owned property projects moving forward. The town administrator suggested a separate board appointed committee that would act as an advisory committee, with donation funds for special projects going into a special revenue account.
A motion was made by M. Francesconi and seconded by S. McGrath to create a special revenue account for donations for future special projects on town owned property.
Roll Call Vote: R. DeAngelis – Yes, R. Killeen - Yes, S. McGrath – Yes; J. Levesque – Yes; M. Francesconi – Yes
Motion Carries: 5-0

Town Administrator Updates
The Town administrator shared that she had met with staff from BRPC and the Facilities Manager to discuss next steps in the school and fire station building projects. BRPC staff noted that since the engineering report has been conducted the next step is to complete a phase 2 environmental study of the Fire Station the estimated cost is $30K. For the school they suggested an estimate for the roof repair and mold remediation. The Facilities Manger met with GEM Environmental regarding the mold issues and they will be providing an estimate however an asbestos testing needs to be conducted. BRPC staff is searching for grant opportunities for the town and is currently providing the advice to the town at no charge for a total of seven hours.

Announcements from Board members
J. Levesque suggested that the town look into selling the small lot on Shadowland Cove, the town administrator will report back on the parcel and procurement policies.

R. Killeen s working with the ethics commission to determine if he can serve as representative to the BRTA.

S. McGrath noted that the town had received a transportation reimbursement the Northern Berkshire Vocation School District and inquired if the Hoosac Valley School District would consider the same.

S. McGrath stated that there is a beaver issue at the lake dam, the debris was removed once and now the dam committee is working with DCR and DCAMM to determine best steps to take care of the problem long term

Adjournment
A motion was made by M. Francesconi and seconded by J. Levesque to adjourn the meeting at 8:13 p.m.
Roll Call Vote: R. DeAngelis – Yes, R. Killeen - Yes, S. McGrath – Yes; J. Levesque – Yes; M. Francesconi – Yes
Motion Carries: 5-0

Respectfully Submitted.
Jennifer Morse
October 12, 2022

Document List:

- Agenda – October 4, 2022
- Draft Lease Amendment – Youth Center
- Highway Report – September 30, 2022
- Minutes – September 8, 2022
- Minutes – September 20, 2022
- Minutes- September 27, 2022

- Facilities Request Form – Community Book Club – Senior Center
- Facilities Request Form – Cheshire Community Assoc. – Senior Center
- Notice of Decision – Clairmont/New Cingular Wireless Cell Tower
- Route 116 Survey
- Draft ACO Agreement with Adams
- Route 116 Guardrail replacement contract with Premier Fence
- Draft Budget Timeline
- Violation Notice – 750 South State Road
- NBVRSD notice of transportation reimbursement

Approved: 10/18/22

TOWN OF CHESHIRE

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OFFICE OF THE BOARD OF SELECTMEN

Board of Selectmen

Meeting Agenda – October 4, 2022
6:30 PM

Cheshire Elementary School – Cafeteria

1. *Open Regular Meeting, Introductions, Pledge of Allegiance*
2. *Executive Session – MGL 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*
3. *Youth Center Building Project Discussion and Possible Vote on Lease Amendment*
4. *Highway Department Meeting regarding Fall/Winter/Spring Projects*
5. *Consent Agenda*

Minutes – September 8, 2022, September 20, 2022, September 27, 2022
Warrants - PR23-07-; AP23-08
Town Facilities Request Form - Community Book Club – Center for Active Living/Senior Center
Town Facilities Request Form - Cheshire Community Assoc. –Center for Active Living/Senior Center
Building Commissioner/Zoning Enforcement Officer Interim Appointment – Brian Duval

6. *Board of Selectmen Discussion/Decision Items*
   - ***a.*** *Halloween*
   - ***b.*** *Cell Tower Question from resident*
   - ***c.*** *Route 116 – 20 Pleasant View Drive drainage complaint*
   - ***d.*** *Shared ACO Agreement with Town of Adams*
   - ***e.*** *Route 116 Guardrail Contract*
   - ***f.*** *Leland Park – Concrete Work – ARPA funds vote*
7. *Town Administrator Updates*
   - ***a.*** *Meeting with BRPC regarding Elementary School & Fire Station*
   - ***b.*** *FY24 Preliminary Budget Planning*
8. *Announcements from Board Members*
9. *Public Comment*
10. *Any other business not reasonably anticipated 48 hours prior to the meeting*

Submitted by: Jennifer Morse – Town Administrator Posted: 9/29/22 at 10:40 a.m.

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

LEASE AMENDMENT

BETWEEN THE INHABITANTS OF THE TOWN OF CHESHIRE AND YOUTH CENTER, INC.

WHEREAS, the parties have entered into an agreement to lease a certain portion of the property known as classrooms at the Cheshire Elementary School, dated April 16, 2019, and

WHEREAS, the parties have entered negotiations according to the Second Term

The parties hereby agree to amend the prior lease agreement to include the following language.

SECOND: LEASE PAYMENT

The LESSEE SHALL PAY TO THE LESSOR for this lease the sum of Two Thousand Three Hundred Dollars and Zero Cents ($2,300) per month. Said amount shall be paid no later than the 15th day of the month, beginning on October 15, 2022. The last amount shall be paid no later that 5 p.m. on the last day of the lease. All payment shall be made by check. The lease amount shall be fixed for ONE (1) YEAR. Commencing at a time no later than July 1, 2023, the parties shall meet for the purpose of entering negotiations over the lease amount.

SEVENTH: LESSEE'S COVENANTS

F. LESSEE shall not permit any trash, rubbish, other debris or hazardous wastes or other wastes to accumulate in or around the Premises. LESSEE shall arrange for removal of the same to an appropriate disposal site.

Executed this _____day of _____, 2022.

Youth Center, Inc.

By _____

The Inhabitants of the Town of Cheshire

By_____

Highway report 9-30-2022

Shadowland Cove patch is completed, we ended up using 121 tons with around 75 man hours. Residents in the area seemed very happy with the outcome.

We started with some of the planned maintenance of rt 116. The area under guardrails from Pleastant View north to below Maple View.

Maintenance of ditches along Lanesboro is almost complete, possible will be complete by time report received.

This week we had an outside contractor in town vacuuming out all the catch basins, we go around in front of them inspecting and determining what ones need cleaning. This is a yearly undertaking.

Mike attended a day long training on winter roads presented by Baystate rds., the other 3 employees attended this class last year. Also I finished the last session of a 4 part course put on by miia, “Special Topics in Supervisory Skills for DPW’s

Respectfully Submitted

Robert Navin

Highway Superintendent

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OFFICE OF THE BOARD OF SELECTMEN

Meeting Minutes – September 8, 2022

Pursuant to a notice duly filed with the Town Clerk, a meeting of the Board of Selectmen was held in person at 80 Church Street (Town Hall) on Thursday September 8, 2022, at 7:00 PM.

Board of Selectmen Members Present: Michelle Francesconi, Chair
Jason Levesque
Ray Killeen
Ron DeAngelis

Board of Selectmen Members Absent: Shawn McGrath, Vice Chair

Others Present: Jennifer Morse, Town Administrator

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

Special Town Meeting Warrant- The Town Administrator shared that the excess levy capacity (difference between the actual tax levy and the communities maximum allowable levy) is $229,071.23. A tentative date of Monday September 26, 2022, at 7:00 p.m. as been set for a Special Town Meeting which will be held in the cafeteria. Discussion on raising and appropriating $200,000 of the excess capacity for projects including heat at the Fire Station, heat in the cafeteria at the school, additional hours for project management by the Facilities Manager, and stabilization funding. There was discussion about the heating system and the need for further research prior to funding hence the funding to the stabilization account.

The Town Administrator reviewed the following articles with the board and the warrant will be approved by their signatures.
Article 1: Raise and Appropriate $25,000 to fund the Special Repairs Town Building Account for the purpose of repairing the heating system in the cafeteria at the school.
Article 2: Raise and Appropriate $70,000 to fund the Special Repairs Town Building Account for the purpose of repairing the heating system at the Fire Station.
Article 3: Raise and Appropriate $13,203 to fund additional hours for the Facilities Manager position bringing the position to 35 hours per week
Article 4: Raise and Appropriate $92,000 to fund the Stabilization fund for the purpose of building repairs at the Cheshire Elementary School.

Announcements by Board Members
M. Francesconi shared the status of Adams Ambulance after a meeting last night with the organization, the communities of Adams and Savoy and Representative Barrett. The ambulance is struggling and will be coming

to the town for financial support in the next fiscal year. They will be increasing their fund drive, putting a budget into place, and doing community outreach in the coming months.

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 19, 2022

Approved:

DRAFT

TOWN OF CHESHIRE

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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 80 Church Street (Town Hall) 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 with be stamped to look like concrete. 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 was 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:

DRAFT

TOWN OF CHESHIRE

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OFFICE OF THE BOARD OF SELECTMEN

Meeting Minutes – September 27, 2022

Pursuant to a notice duly filed with the Town Clerk, a meeting of the Board of Selectmen was held in person at 80 Church Street (Town Hall) on Tuesday September 27, 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; Peter Traub; Liseann Karandisecky

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

Vote to relocate the polling location to the Cheshire Elementary School Cafeteria	5-0
Vote to approve Cheshire Road & Gun Club One Day Liquor Licenses	4-0-1
Vote to appoint Jennifer Morse as ADA Coordinator	5-0
Vote to enter executive session – Youth Center Lease & adjourn regular meeting	5-0

Board of Selectmen Discussion/Decision Items
Polling Location Change to the Elementary School
A motion was made by M. Francesconi and seconded by S. McGrath to move the polling location from the Cheshire Community Center to the former Cheshire Elementary School cafeteria for all local, state, and federal elections.
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Yes; S. McGrath – Yes; J. Levesque – Yes; M. Francesconi – Yes
Motion Carries: 5-0

Leland Park- Concrete Work Estimate – ARPA Funds
The updated estimate for labor has not been received, tabled to next meeting.

Public Comment
Peter Traub asked about the list of building projects that the Finance Committee chair presented at the Special Town Meeting. The Town Administrator will update the project list and bring it to the next meeting.

Any other business not reasonably anticipated 48 hours prior to the meeting
Cheshire Rod & Gun Club Liquor Licenses - *A motion was made by M. Francesconi and seconded by S. McGrath to approve the one-day liquor licenses for the Cheshire Rod & Gun Club on October 1, 2022, and October 8, 2022.*
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Yes; S. McGrath – Yes; J. Levesque – Abstain; M. Francesconi – Yes
Motion Carries: 4-0-1

ADA Coordinator - The Town Administrator asked the board to appoint her as ADA Coordinator and permission to file an ADA Planning grant with the scope of work being provided by BRPC. *A motion was made by S. McGrath and seconded by J. Levesque to appoint Jennifer Morse at ADA Coordinator.*
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Yes; S. McGrath – Yes; J. Levesque – Yes; M. Francesconi – Yes
Motion Carries: 5-0

Executive Session - MGL Chapter 30A, Section 21 (a), Reason 1 - Cancelled as the Building Commissioner resigned his position on Monday September 26, 2022, and the Alternate Building Commissioner submitted his resignation today. The audience was updated that an acting Building Commissioner has been put into place as of Monday afternoon and is working to deal with a multitude of ongoing building issues, he conducted five inspections today and worked within the permitting system for four hours on Monday night. *A motion was made by M. Francesconi and seconded by S. McGrath to post the position on the town website immediately.*
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Yes; S. McGrath – Yes; J. Levesque – Yes; M. Francesconi – Yes
Motion Carries: 5-0

Executive Session – MGL Chapter 30A, Section 21(a), Reason 6 - *A motion was made by M. Francesconi and seconded by S. McGrath to adjourn the regular meeting at 7:09 p.m. and enter into executive session according to MGL Chapter 30A, Section 21(a), Reason 1 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.*
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Yes; S. McGrath – Yes; J. Levesque – Yes; M. Francesconi – Yes
Motion Carries: 5-0

During Executive Session resident Lynn Clairmont entered the meeting and expressed her dissatisfaction with the drainage work done on Route 116 near Pleasant view Drive stating that she would be suing the town and contacting the state. She felt the drainage done within the town right of way would cause water issues to her property. Ron DeAngelis shared that he had seen the work done by the highway department which is cut outs to allow the water to get off the road and stop the water from impacting all the homes further down the roadway. M. Francesconi stated that all the board members would be looking at the situation and the Town would be in touch with her.

Respectfully Submitted.
Jennifer Morse
September 27, 2022

Approved:

DRAFT

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: Lynda Bianchi

Address: 429 Lanesboro Road **Town/City:** Cheshire **State:** MA

Telephone: 413 743 5723 **EMAIL:** happydaz413@gmail.com

Facility Requested:

___ Cheshire School

___ Cheshire School Field

___ Little League Field, School Street

___ Town Hall Park

___ Street(s) (Specify:_____)

___ Other (Specify:)

✓ Cheshire Senior/Community Center (See Town Clerk for additional information)

TOWN FACILITIES REQUEST FORM

2022

Date(s) of Use: October 13, November 10, December 8, January 12, 2023

Hour(s) of Use: 6:30 PM - 7:30 PM

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

Community Book Club

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

Number of Participants/Attendees: 20

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.

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 ✓ 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)	$ _____

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 Lynda Bianchi Date: 9-19-22

Applicant Name (Printed) Lynda Bianchi Date: 9-19-22

Chief of Police ☐ **Approve** ☐ **Disapprove**

Signature: _____ Date: _____

Comments: _____

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

Signature: _____ Date: _____

Comments: _____

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

Signature: _____ Date: _____

Comments: _____

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.)

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: CHESHIRE COMMUNITY ASSOCIATION, 501(c)

Address: PO Box 335 **Town/City:** CHESHIRE **State:** MA

CONTACT PERSON: JENNY GADBOIS

Telephone: 413-841-0844 **EMAIL:** For event: jlgadbois@icloud.com

Facility Requested:

___ Cheshire School

___ Cheshire School Field

___ Little League Field, School Street

___ Town Hall Park

___ Street(s) (Specify:_____)

___ Other (Specify:)

✓ Cheshire Senior/Community Center (See Town Clerk for additional information)

TOWN FACILITIES REQUEST FORM

Date(s) of Use: Saturday May 6, 2023

Hour(s) of Use: 7am - 3pm

Requested Use: (please be specific as to the nature of the event)
Community Tag sale and Bake sale

Special Circumstances: (i.e., chairs on lawn, decorations at gazebo, tents, etc.)
Tables inside or outside, weather dependent; some folding chairs

Number of Participants/Attendees: 30

Provisions for Cleanup: (a fee will be assessed if none provided) CCA will take care of all set up, break down and cleaning

This application will not be processed without the following information. Liability insurance is required by our insurance carrier.

Insurance:

Name of Insured: Contact John Tremblay, CCA president

Policy number or Insurer: (413) 519-3380

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 ✓ 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 Jennifer Gadbois Date: 9/19/2022

Applicant Name (Printed) Jennifer Gadbois Date: 9/19/2022

Chief of Police ☐ **Approve** ☐ **Disapprove**

Signature: _____ Date: _____

Comments: _____

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

Signature: _____ Date: _____

Comments: _____

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

Signature: _____ Date: _____

Comments: _____

Posted: May 5, 2009
7:36 pm
Christine B. Emerson
Town Clerk

The Commonwealth of Massachusetts
Town of Cheshire
Massachusetts 01225

PLANNING BOARD

NOTICE OF DECISION

2009 00004661
Bk: 1371 Pg: 154 Doc: DECIS NB
Page: 1 of 3 05/28/2009 12:05 PM

Date: April 27, 2009

Petitioner(s) New Cingular Wireless PCS, LLC (AT&T) and owner Edwin Clairmont

Premises: 1190/1192 Savoy Road, Cheshire, MA
Map 240, Lots 25 and 26
Book 635 Page 305

The Planning Board conducted a public hearing on February 23, 2009 at the Cheshire Town Hall to hear the petition of New Cingular Wireless PCS, LLC (AT&T) and owner Edwin Clairmont seeking a Special Permit to construct and operate a Wireless Communications Facility under M.G.L. C.40A.

As part of this public hearing, a site visit on April 18, 2009 and a "balloon test" on April 25, 2009 took place. Also, as indicated in the February hearing, the Board would vote on this petition using the gathered data at its April monthly meeting.

On April 27, 2009 present at the monthly Planning Board meeting were Representatives Martin R. Cohen, Esq. and Joshua T. Delman from New Cingular Wireless PCS, LLC and Mr. Edwin Clairmont to hear the results.

Following the discussion period, the Planning Board unanimously voted to grant approval of the plan with the following restrictions and conditions to be met:

1. Bond to be posted for tower removal.
   If abandoned for over a year or out of service for a 12 month period; the facility will be dismantled.
2. There should be an 80 foot setback from the boundary line.
3. Tower not to exceed 190 feet. No guy wires or lights.
4. A ten foot (10) paved apron on to Route 116.
5. Underground wiring and utilities.
6. Will obtain approval or negative Determination of Applicability from the Cheshire Conservation Commission.
7. Will install a 190 foot tall monopole with a "bend over" at 75feet. See letter from Network Building & Consulting LLC dated April 23, 2009 for specifications.

R

R.R. Michael Zhang
Anderson & Kreiger LLP
One Canal Park, Suite 200
Cambridge, MA 02141

This Notice of Decision is on file with the Cheshire Town Clerk and with the Planning Board. Any appeal of this decision must be made pursuant to Section 6.2 of the Protective and Planning Zoning By-Law of the Town of Cheshire, within 20 days of the posting of this notice by the Town Clerk.

Roger E. Goodreau

Roger E. Goodreau, Co Chairman
Francis Griswold
Charles Howard
Christopher Walsh

I hereby certify that 20 days have elapsed from the date this certification was issued by the office of the Town Clerk and no appeal has been filed with this office.

Signed and certified on: May 26 2009

Christine B. Lavoie (Cheshire Town Clerk)

Posted 2-3-2009
Christine B. Emerson
Town Clerk

The Commonwealth of Massachusetts
Town of Cheshire
Massachusetts 01225

PLANNING BOARD

Legal Notice
Town of Cheshire
Planning Board
Notice of Public Hearing

Notice is hereby given that the Cheshire Planning Board will hold a public hearing on Monday, February 23, 2009 at the 2nd floor of the Town Hall at 7:00PM to consider the application of New Cingular Wireless PCS, LLC ("AT&T") owner: Edwin Clairmont. Project: To approve a special permit to construct and operate a Wireless Communications Facility to be located at 1190/1192 Savoy Road, Cheshire, MA under M.G.L. c. 40A.

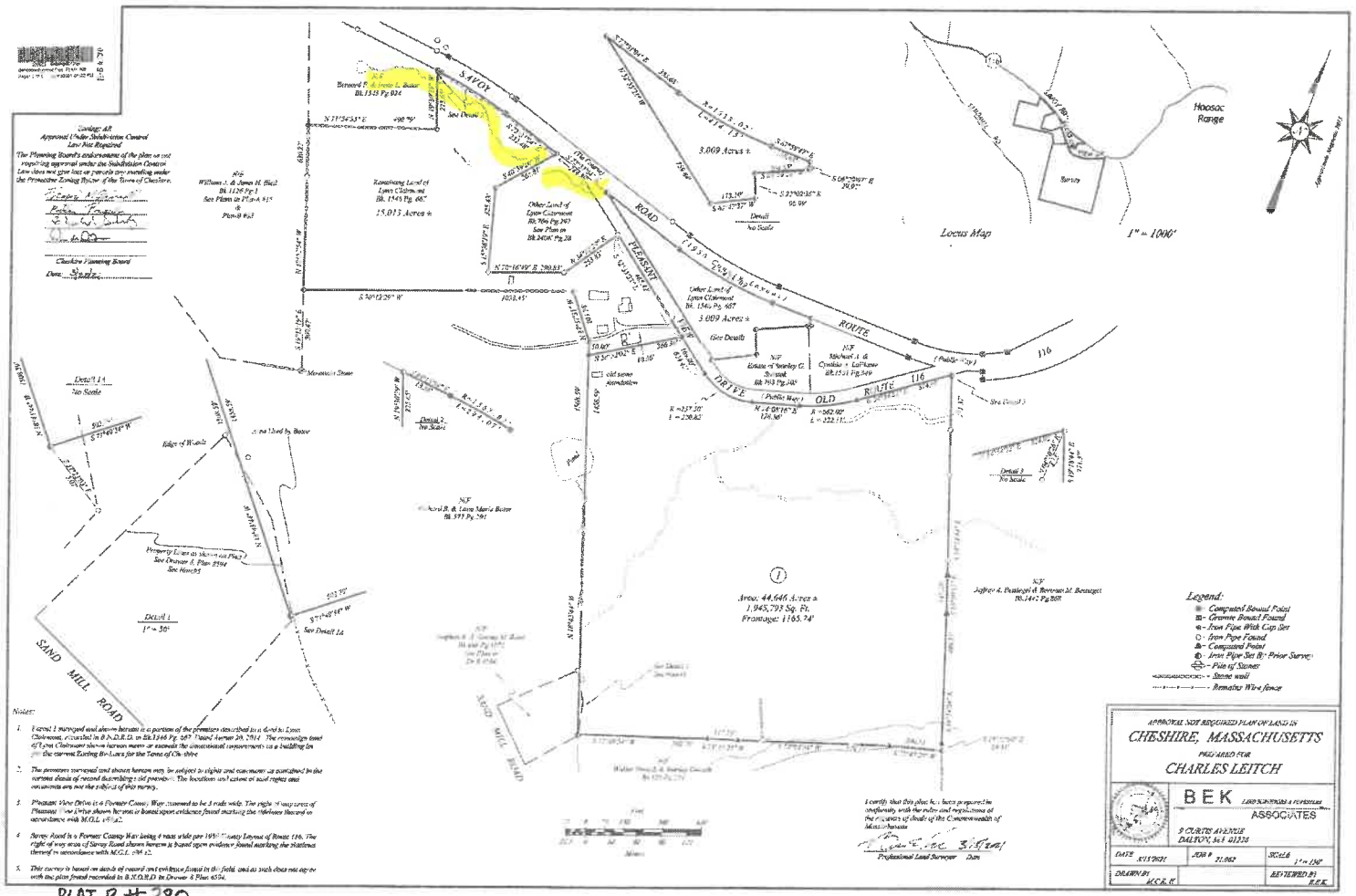
This hearing is in accordance with requirement 3-9-A-24 of the protective and planning zoning by-law for the Town of Cheshire. The completed application and plan is available for public viewing at the Cheshire Town Hall.

Bernard F. Bator

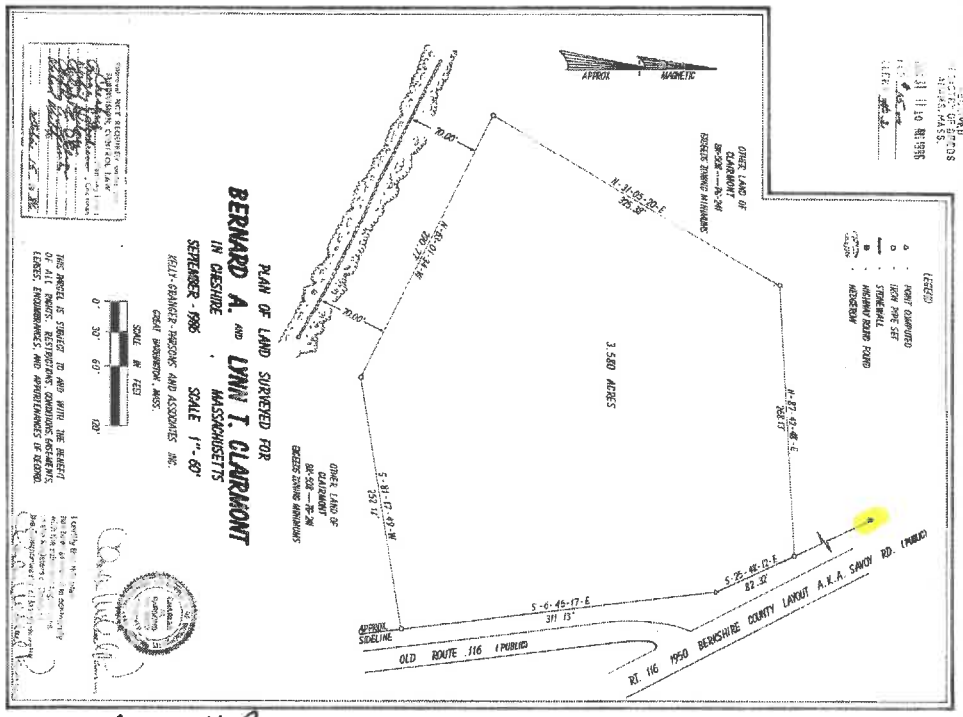
Bernard F. Bator, Chairman

Please publish on: Friday, February 6, 2009 and Friday, February 13, 2009

END OF DOCUMENT
Northern Berkshire Registry of Deeds


Zoning: AR
Approval Under Subdivision Control Law Not Required
The Planning Board's endorsement of the plan as not requiring approval under the Subdivision Control Law does not give lots or parcels any standing under the Protective Zoning Bylaw of the Town of Cheshire.
Planning Board
Cheshire Planning Board
Date
Locus Map
1" = 1000'
Hoosac Range
Barney
Old Rte. 9
Bernard P. & Aimee L. Baxter Bk.1548 Pg.934
Remaining Land of Lynn Clairmont 15.013 Acres ±
Other Land of Lynn Clairmont Bk.766 Pg.393 See Plan in Bk.340K Pg.28
Williams Jr. & Anne M. Bliss Bk.1126 Pg.1 See Plans in Pl.p.A 815 & Plan-B 963
SAVOY ROAD
PLEASANT DRIVE
OLD ROUTE 116
3.009 Acres ±
Other Land of Lynn Clairmont Bk.1546 Pg.867
See Detail 3
N/F Michael A. & Cynthia A. LaPlante Bk.1531 Pg.349
N/F Estate of Stanley G. Trivisonno Bk.963 Pg.305
Old stone foundation
Monument Stone
Detail 1A No Scale
Detail 1 1" = 50'
Detail 2 No Scale
Detail 3 No Scale
Edge of Woods
Cut no 12ed by Baxter
Property Lines as shown on Plan 2 See Drawer 5 Plan 2594 See Note 5
See Detail 1a
SAND MILL ROAD
N/F Jared B. & Laura Maria Baxter Bk.577 Pg.291
N/F Jeffrey A. Dunlavey & Bernice M. Bousquet Bk.1447 Pg.868
1 Area: 44.646 Acres ± 1,945,793 Sq. Ft. Frontage: 1165.74'
Walter Hood, Jr. & Harvey Lincoln Bk.125 Pg.277
Legend:
Computed Bound Point
Granite Bound Found
Iron Pipe With Cap Set
Iron Pipe Found
Computed Point
Iron Pipe Set @ Prior Survey
Pile of Stones
Stone wall
Remains Wire fence
Notes:
1. Parcel 1 surveyed and shown hereon is a portion of the premises described in a Land by Lynn Clairmont, recorded in B.N.D.R.D. in Bk.1546 Pg. 867 Dated August 20, 2014. The remaining land of Lynn Clairmont shown hereon meets or exceeds the dimensional requirements as a building lot per the current Zoning By-Laws for the Town of Cheshire.
2. The premises surveyed and shown hereon may be subject to rights and easements as contained in the various deeds of record and existing old premises. The locations and extent of said rights and easements are not the subject of this survey.
3. Pleasant View Drive is a Portion County Way assumed to be 3 rods wide. The right of way area of Pleasant View Drive shown hereon is based upon evidence found marking the sidelines thereof in accordance with M.G.L. c.82, s.2.
4. Savoy Road is a Portion County Way being 4 rods wide per 1951 Layout of Route 116. The right of way area of Savoy Road shown hereon is based upon evidence found marking the sidelines thereof in accordance with M.G.L. c.82, s.2.
5. This survey is based on deeds of record and evidence found in the field, and as such does not agree with the plan found recorded in B.N.D.R.D. in Drawer 8 Plan 6534.
I certify that this plan has been prepared in conformity with the rules and regulations of the Registers of Deeds of the Commonwealth of Massachusetts
Professional Land Surveyor Date
APPROVAL NOT REQUIRED PLAN OF LAND IN
CHESHIRE, MASSACHUSETTS
PREPARED FOR
CHARLES LEITCH
BEK
LAND SURVEYORS & PLANNERS
ASSOCIATES
9 CURTIS AVENUE
DALTON, MA 01226
DATE 8/15/2021
JOB # 21.062
SCALE 1" = 100'
DRAWN BY MCR, JC
REVIEWED BY BEK

PLAT B #380



Book 240 K, Page 28

The Above Plan was Received and Filed for Record: Dec. 31, 1986, at 11:10 A.M. in Book 240K, Page 28

Deed See Instrument Recorded in Book 766 Page 297

Register

AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN THE TOWN OF ADAMS AND THE TOWN OF CHESHIRE MASSACHUSETTS.

This Agreement is made and entered into this ____ day of _____, 2022, by the Town of Adams, a Massachusetts municipality, located at 8 Park Street, Adams, Massachusetts, and the Town of Cheshire, a Massachusetts municipality, located at 80 Church Street, Cheshire, Massachusetts.

RECITALS

WHEREAS, the Town of Cheshire has a need to provide animal sheltering services and animal control services within the Town of Cheshire; and

WHEREAS, the Town of Adams is currently operating short term animal sheltering, and animal control within the Town of Adams.

WHEREAS, the parties desire a mutually beneficial association, and to enter into a agreement for the services provided by the Town of Adams ACO.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, the parties agree as follows:

1. Term and Effective Date. This agreement shall be effective upon execution and shall run yearly (fiscal year), unless terminated by the parties. This will include a 30-day written notice.

2. Animal Control Officer/ Town of Adams:

ACO is at all times an employee of the Town of Adams, and no supervisory relationship is required by the Town of Cheshire. That responsibility is solely that of sitting Adams Police Chief. The Town of Adams shall be solely responsible for providing the services required by this agreement, and at its discretion. ACO shall furnish weekly or monthly working schedule and contact information to the Town of Cheshire. Town of Adams shall provide its own insurance at a minimum as required herein.

3. Town of Adams Animal Control Officer Shall:

   a. Maintain and operate a facility for the temporary shelter of animals in accordance with all applicable laws of the Unites States and the State of Massachusetts, town ordinances, and contemporary standards of the humane treatment of animals.
   b. The ACO shall make all reasonable efforts to answer calls for service within the Town of Cheshire, but priority of calls will remain with the Town of Adams.
   c. Appoint and maintain competent and qualified animal control officers for carrying out the obligations under this Agreement, and for as long as this agreement is in place.
   d. Maintain regular posted office hours at the Cheshire Police Department for the purpose of transacting business in connection with the obligations of the ACO under this Agreement, and for the redemption of impounded animals. Said scheduled hours shall be provided to the Adams Police Department and publicly posted on available social media platforms.
   e. Provide emergency services outside of the regular hours. Officers with the Cheshire Police Department are required to call ACO on all matters that cannot be sufficiently handled by Cheshire PD. The ACO will determine what constitutes an emergency based on their training, and experience.

f. Maintain and provide space for law enforcement to deliver non-injured animals taken into custody by law enforcement. ACO shall provide ongoing and continuous access by law enforcement to such space.

g. Dispose of all dead dogs, cats and other domestic animals similar in size located within the Town limits of Cheshire, and only with the approval of sitting Adams Police Chief. Disposal location will be within the town limits of Cheshire.

h. ACO will be responsible for "Barn Inspections", if requested by the Town of Cheshire.

4. Compensatory Responsibilities of the Town of Cheshire:

a. For service during normal working hours with the Town of Adams, will be at ACO's regular hourly rate of pay. Per hours needed to accomplish call for service.
b. Calls for service after normal working hours will be paid at the rate of $45.00 per hour, with a minimum of two hours.
c. There will also be a $.75 per mile charge assessed by the Town of Adams for vehicle wear, and fuel costs. This will be logged by the ACO, and invoiced every month.
d. The Town of Cheshire will be responsible for 1/4 the monthly/ yearly mobile phone charge. Currently, the flat rate monthly is $41.00 per month.
e. ACO/ Adams Police Chief will have access to the ACO budget if expenditures for items are needed to fulfill duties within Cheshire. Only after the approval of the Cheshire Chief of Police and/or Town Administrator.
f. Town of Adams will invoice Town of Cheshire for all hours worked by the ACO for the Town of Cheshire on a monthly basis, and paid directly to the Town of Adams.

AGREEMENT
FISCAL YEAR 2023
GUARDRAILS ROUTE 116

THIS AGREEMENT made this _____ day of _____
in the year Two Thousand and Twenty Two, between PREMIER FENCE, with a usual place of business at 1010 Turnpike Street, Canton MA 02021, 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 Route 116 Guardrail Project – FY23, 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 **$95,000 (Ninety-Five Thousand Dollars and Zero Cents)**

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 June 30, 2023.

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. <u>Affirmative Action/Equal Employment Opportunity</u>

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
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)

Budget Timeline

Date	Committee Meeting	Budget Discussion Items
1/15/2023	Town Administrator	**BUDGETS DUE**
2/01/2023	Town Administrator	Preliminary Budget to BOS/Finance
2/14/2023	Board of Selectmen/Finance	Preliminary Budget Review and Questions to Town Administrator for Follow-up
2/28/2023	Board of Selectmen/Finance Committee	Budget Hearings
3/14/2023	Board of Selectmen/Finance	Budget Hearings
3/28/2023	Board of Selectmen/ Finance	Budget Hearings
4/18/2023	Board of Selectmen/Town Administrator	Warrant Closes (45 Days Prior to Meeting)
TBD	Board of Selectmen/Finance	Budget Discussion Meeting
TBD	Finance Committee	Warrant Recommendations
5/16/2023	Board of Selectmen	Annual Town Meeting Warrant Signed
5/23/2023	Town Administrator/BOS	FY23 Warrant Presentation
6/12/2023		Annual Town Meeting

TOWN OF CHESHIRE

80 CHURCH STREET | CHESHIRE, MASSACHUSETTS 01225
PHONE (413) 743-1690 X.19 | EMAIL: BLDGINSPECT@CHESHIRE-MA

BUILDING DEPARTMENT

9/28/22

Paul Langenbach
CO: Timeless Collections LLC
750 South State Rd.
Cheshire MA 01225

Subject: Violation notice – commercial structure being occupied as a residence

Dear Mr. Langenbach

This office is aware that you are occupying the commercial structure located on the property of 750 South State Road. This property's last certificate of occupancy was as a commercial use, not a residential use.

Therefore, you are in violation of the Ma Building code 780 CMR section 111 Certificate of Occupancy.

According to the Assessor's records you are the owner of this property and must abate this violation by ceasing and desisting effective immediately the use of this structure as a residence.

If this violation is not abated, proceedings will be started with Western Ma Housing court for enforcement.

*If you feel you have been aggrieved by this decision you have the right to appeal as listed in 780CMR section 113 as per M.G.L. c. 143 section100. This appeal will be addressed by the MA Building Code Appeals Board.

Cc: Cheshire Board of Health, Cheshire Select Board

Brian Duval

Brian Duval
Acting Building Commissioner / Zoning Enforcement Officer
Town of Cheshire

Northern Berkshire Vocational Regional School District

70 Hodges Cross Road, North Adams, MA 01247
www.mccanntech.org

James J. Brosnan, Superintendent
Tel. (413) 663-5383 Fax (413) 664-9424
jbrosnan@mccanntech.org

Adams
Cheshire
Clarksburg
Florida
Lanesborough
Monroe
North Adams
Savoy
Williamstown

September 27, 2022

Ms. Jennifer Morse
Town Administrator
Cheshire Town Hall
80 Church Street
Cheshire, Massachusetts 01225

Dear Ms. Morse,

Consistent with our past practice of returning the unused portion of your transportation assessment to you upon final receipt of our FY22, CH 71 transportation reimbursement from the Commonwealth, I have enclosed a check for $11,381.53. This rebate is the result of an unexpected increase in reimbursement. We appreciate your continued support.

Very truly yours,

JAMES J. BROSNAN
Superintendent

cf: W. Craig