TOWN OF CHESHIRE

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PHONE (413) 743-1690 | FAX (413) 743-0389

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OFFICE OF THE BOARD OF SELECTMEN

Meeting Minutes – November 15, 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 November 15, 2022, at 6:30 PM.

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

Others Present: Jennifer Morse, Town Administrator; Lynn Melchiori; Mark Biagini, John Tremblay; Michael Biagini, Water Commissioner; Rick Gurney, Water Commissioner; Mike Alibozek, Police Chief; David Sinopoli.

Summary of Votes Taken:

Appointment of David Sinopoli as a Part Time Police Officer	5-0
Move the Water Superintendent Office and town vehicle to Town Hall	5-0
Approve Consent Agenda (Minutes & Warrants)	5-0
Approve Facility Use Form – Youth Center – December 10, 2022	5-0

M. Francesconi opened the meeting at 6:30 p.m.

Part Time Police Officer Position

Chief Alibozek and David Sinopoli joined the board. Chief Alibozek stated that Mr. Sinopoli is a fulltime certified police officer recently retired from another community, he will be working detail and event shifts that are difficult to fill and will also work some patrol shifts, with his experience he is a welcome addition to the department.
A motion was made by S. McGrath and seconded by R. DeAngelis to appoint David Sinopoli as a Part Time Officer.
Roll Call Vote: R. DeAngelis – Yes; R. Killeen – Yes, M. Francesconi – Yes, S. McGrath – Yes, J. Levesque – Yes
Motion Carries: 5-0

Joint Meeting – Water Commissioners re: Mill Hill Total Project Cost; Route 8 Contractor Issues and Project Completion; Route 8 Next Phase Project; Route 8/Wells Park Total Project Cost; Engineering for West Mountain to Cheshire Liquors; Water Superintendent Job Description

Mill Hill Total Project Cost: The project was a result of a leak according to R. Gurney the costs included $12,700 to the contractor, $2,800 for concrete restitution and $8,040 to the homeowner for a total of $23,540. It was noted that if the leak was property detected approximately $12,000 of the spending could have been avoided. R.

Gurney shared that the Water Commissioners are working to develop policies and procedures to avoid this type of mishap moving forward.

Route 8 Contractor Issues and Project Completion: R. Gurney shared that there is $24,500 in retainage for work not completed and an additional $50,000 in money not billed through the contract including all approved change orders. The concrete driveway has been poured and the apron work on the remaining driveways has been contracted for $26,000 to another company. The Water Commissioners are not releasing the performance bond until the loam/seed has been completed in the spring. An error was made in the bid package by the Engineering company using square footage instead of square yardage. R. DeAngelis asked if the hydrant relocation and lines were part of the change orders, the answer was yes.

Route 8 Next Phase: The next phase of the Route 8 project is from Arnold Court, North. Currently the Water Commissioners have $235,000 remaining from the borrowing for the current project and an additional $400,000 is in the economic development bill. The engineering is not complete and once funds are secured the project will go out to bid.

Route 8 – Wells Park Road: The total project cost was $26,000, R. Gurney shared that he was told if the town did not do the exploratory digging at the sink hole the state would do it and charge the town if it was a water department issue. There was not a leak in the location however the decision was made to run the 8" line under the road prior to the state paving next year to save on boring costs.

R. DeAngelis stated that the Town should be seeking grant funds and that the Water Superintendent has been jumping the gun on these projects, further noting that the spending must be reined in. He also spoke about the need to have a project manager on site to make sure the town is receiving the contracted goods and services.

Engineering West Mountain to Cheshire Liquors: Board members reviewed the three proposals submitted and have questions regarding the fire services. Linear feet and size of the line, questions should be sent to the Town Administrator for follow-up. The request is to have the project shovel ready with engineering complete in hopes of a grant opportunity for construction, the expense for engineering would come from ARPA funds. This will be discussed at a future meeting.

Prior to the Water Superintendent Job Description, the Town Administrator shared some concerns that were recently brought to her attention. The Water Superintendent is not using his town assigned email and correspondence has been sent again requesting that it be transitioned immediately. The Water Superintendent is the only person with the passcode to the camera systems, a request has been made to provide the password to the Town Administrator and the Police Chief. Currently no Water Superintendent records are being stored on the server raising a huge concern for back up purposes. There is no internet connection at the Pumphouse when the Water Superintendent is away because he uses a hot spot from his phone. All files are stored off site and should be stored in central location accessible to the Water Commissioners and the Town. A suggestion was made that the office at the pumphouse be moved to the Water Department or Accounting Office at the Town Hall immediately. There was also discussion on parking the Water Department truck at Town Hall. It was noted that in the current situation if the Water Superintendent was to leave it would be a difficult transition. Both R. Gurney and M. Biagini were in support of moving the office and parking the truck at Town Hall.
A motion was made by S. McGrath and seconded by R. DeAngelis to move the Water Superintendent Office and parking of the vehicle to Town Hall immediately.
Roll Call Vote: R. DeAngelis – Yes; R. Killeen – Yes, M. Francesconi – Yes, S. McGrath – Yes, J. Levesque – Yes
Motion Carries: 5-0

Water Superintendent Job Description: The draft description was reviewed and has some minor edits. Discussion on the day-to-day operations of the department and who should have oversight of the Water Superintendent position. It was acknowledged that the Water Commissioners should have oversight of the projects and financials but are all volunteers and should not be involved with daily operations. Moving forward the Water Superintendent will be held accountable for weekly reports, submitted timesheets, and purchasing order prior to ordering any products. The Water Commissioner present agreed that having daily operations oversight in coordination with the Town Administrator was the proper steps to take and wanted to vote at that time. It was recommended to place it on an agenda for next week to take an official vote. The Town Administrator will help the chair create an agenda for the meeting.

Consent Agenda

A motion was made by M. Francesconi and seconded by J. Levesque to approve the Consent agenda with one change to the November 1, 2022, minutes.

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

Minutes – October 27, 2022; November 1, 2022
Warrants - PR23-10-; AP23-11

Board of Selectmen Discussion/Decision Items

a. Facilities Use From - Youth Center – Elementary School Cafeteria – December 10
   A motion was made by M. Francesconi and seconded by S. McGrath to allow the use of the cafeteria for December 10, 2022.
   Discussion: It was asked that they turn in the forms prior to marketing events in the future, the Town Administrator will reach out with the request.
   Roll Call Vote: R. DeAngelis – Yes; R. Killeen – Yes, M. Francesconi – Yes, S. McGrath – Yes, J. Levesque – Yes
   Motion Carries: 5-0

DCR – Notice of Interest in Conservation Land

M. Francesconi read the following announcement from the DCR regarding the purchase of private property off West Mountain Road. "Certificate of Announcement pursuant to 301 CMR 51.08.(2), DCR #P-001020, Town of Cheshire. I, Jennifer Morse, Secretary of the Town of Cheshire, Massachusetts, do herby certify that on, November 15, 2022, it was announced at a public meeting of the Town Council that: The Department of Conservation and Recreation may acquire an interest in a parcel of land located in Cheshire as shown on the attached locus map for conservation and/or recreation purposes". In addition "120 Day Waiver Statement, DCR #P-001020, Town of Cheshire, Pursuant 301 CMR 51.08 (1) (b), I Michelle Francesconi, Chairman, Town of Cheshire, Selectboard, on behalf of the Board, hereby agree to waive the 120- day notice as required by said section as to a parcel of land of approximately one hundred ninety-one acres in the Town of Cheshire, show on Exhibit A attached hereto, in which the Department of Conservation and Recreation is considering acquiring an interest.

Town Administrator Updates

The Town Administrator attended a Marijuana legislative update last week and shared the webinar information with the board. The Town Administrator requested to explore special counsel options to help the town navigate the new laws and will come back to the board with a recommendation.

Announcements from Board Members

R. Killeen shared that he has been working on communicating with the ethics division regarding his appointment to the BRTA, with no answer to date and failed correspondence he will serve in the interim until an answer is received.

S. McGrath noted that the change at the Highway Department has been going very well. R. DeAngelis shared that he had met with the department and Condron regarding the widening of Stafford Hill.

Public Comment

Mark Biagini – Main Street; Agreed with the Board and the Water Commissioners that the Pumphouse Office needs to be moved to the Town Hall. Also, that the Water Department is spending a lot of water user funds, further sharing that he felt the oversite of the position would be a better fit with the Town Administrator and Board of Selectmen.

John Tremblay – Church Street; Inquired about the highway superintendent position and the plan for the Co-Interim positions. There was brief discussion about the possibility of a Director of Public Works in the future.

Jason Levesque - As a citizen and an abutter to Stafford Green, Jason expressed his frustration with the current marijuana bylaw and the odor control mechanism. Discussion on having the Planning Board attend a future meeting to discuss the bylaw regarding the total number of special permits allowed and the odor control.

General Bylaw Review

One of the recommendations within the Financial Management Review was to review the General Bylaws. The group began reviewing and will continue at a future meeting with the goal of adopting at the Annual Town Meeting.

Adjournment

A motion was made by J. Levesque and seconded by M. Francesconi to adjourn the meeting at 8:18 p.m.
Roll Call Vote: R. DeAngelis – Yes; R. Killeen – Yes, M. Francesconi – Yes, S. McGrath – Yes, J. Levesque – Yes
Motion Carries: 5-0

Respectfully submitted,
Jennifer Morse
November 8, 2022

Document List

1. Agenda November 15, 2022
2. Foresight Land Services, Inc Proposal
3. Berkshire Engineering Inc. Proposal
4. Tighe and Bond Proposal
5. Water Superintendent Draft Job Description
6. Minutes – November 1, 2022
7. Minutes – October 27, 2022
8. Town Facilities Request From – Youth Center – Elementary School Cafeteria

9. NOI in Conservation Land
10. Highway Department Updates

Approved: December 13, 2022

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OFFICE OF THE BOARD OF SELECTMEN

Board of Selectmen & Water Commissioners

Meeting Agenda – November 15, 2022
6:30 PM

Cheshire Elementary School – Cafeteria

1. *Open Regular Meeting, Introductions, Pledge of Allegiance*
2. *Part Time Police Officer Position*
3. *Joint meeting with the Water Commissioners re: Mill Hill Total Project Cost; Route 8 Contractor Issues and Project Completion; Route 8 Next Phase Project; Route 8/Wells Park Total Project Cost; Engineering for West Mountain to Cheshire Liquors; Water Superintendent Job Description*
4. *Consent Agenda*

Minutes – October 27, 2022; November 1, 2022
Warrants - PR23-10-; AP23-11

5. *Board of Selectmen Discussion/Decision Items*
   a. *Facilities Use Form – Youth Center – Elementary School Cafeteria – December 10, 2022*
6. *DCR – Notice of Interest in Conservation Land (Added – 11/10/22)*
7. *General Bylaw Review*
8. *Town Administrator Updates*
9. *Announcements from Board Members*
10. *Public Comment*
11. *Any other business not reasonably anticipated 48 hours prior to the meeting*

Submitted by: Jennifer Morse – Town Administrator

Posted: 11/9/22 at 10:40 a.m.

Revised: 11/10/22 at 8:45 a.m.

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

FORESIGHT
LAND SERVICES, INC.

ENGINEERING · SURVEYING · PLANNING · ENVIRONMENTAL SERVICES

*Steven A. Mack, P.E.**
Marc S. Volk
Marc A. LeVasseur

October 12, 2022

Travis Delratez
Cheshire Water Superintendent
80 Church St
P.O. Box 657
Cheshire, MA 01225
413-441-7979
tdelratez@cheshire-ma.gov

Re: Engineering and Surveying Services for Water Main Replacement South Street, Cheshire

Dear Travis,

We are pleased to provide a scope of services and fee estimate for engineering and surveying services for work associated with the water main replacement on South Street. We understand per our conversation that the Water Department requires a Topographic and Utilities survey of the section of roadway between West Mountain Road and Richmond Street as well as design plans and details for bidding and construction. We propose the following:

Item 1. Topographic & Utility Survey
Under this item we will perform all necessary field survey work, office computations, and drafting necessary to provide a topographic and utility survey of the project area suitable for use in design of the water main replacement. Survey will be on an assumed datum suitable for 1-foot contour intervals. Major natural and man-made features such as roads, buildings, utilities, driveways, trees, stone walls and fences will be shown on the topographic drawing. Drainage Inverts are not included. We anticipate that the Town will locate (and paint) the existing water services for surveying purposes. Approximate Property Lines and Right of Way will be shown since we do not anticipate needing permanent easements for the work. If required, traffic police will be billed as a reimbursable expense.

Cost Item 1: $3,700

Item 2. Design plans, Details, and Specifications for Water Main and Service Replacement
Under this item we will develop final design plans, profiles, and details for the proposed water main replacement. Our design will include the following details: hydrants, valves, thrust restraint, pipe bedding and backfill, pavement and sidewalk repair, water service assembly, erosion and sedimentation controls and other water main related details. Plans and details will be suitable for bidding/construction. It is assumed that the main will be replaced with an 8" DIP and typical 1" Type K copper services. No fire lines, design calculations or modeling is included.

Cost Item 2: $6,250

Item 3. Technical Specifications, Bid Documents, and Bid Phase Services
Prepare a bid package including applicable construction details, special provisions, proposal bid sheets, technical specifications, and traffic management details. Also included are wage rates request, the Central Register notice, newspaper ad and the MassDOT request for pre-qualified bidders list. The Town will be responsible for posting an ad to CommBuys. An opinion of probable cost will be completed for bid purposes. Foresight will administer the bid, respond to bidder's questions, lead the pre-bid site visit, prepare addendums as necessary, and prepare the post-bid summary and contractor recommendation letter.

Cost Item 3: $3,900

Total Cost Items 1-3: $13,850

Possible Additional Services Not Included in the Basic Scope of Services:

- Easement Plan Preparation
- MassDOT Temporary Access Permit
- As-Built Location of New Construction
- Baseline Control
- Tying Topographic Survey to Specified Datum
- NPDES Stormwater Construction General Permit for Disturbances Over One Acre and Accompanying Storm Water Pollution Prevention Plan (SWPPP)
- Soils Evaluation and Test Borings for Site Design
- Geotechnical Report
- Storm Drainage Analysis
- Design of Stormwater Mitigation or Improvements to Existing Utilities
- Wetlands Delineation/Survey
- Wetlands Protection Act Notice of Intent or Permitting of Any Kind
- Backhoe or Excavator Fees
- Engineer's Opinion of Probable Cost for Construction
- Construction Phase Services
- Final Engineering Design and Construction Plans
- Highway Curb Cut Permitting
- MassDOT Review Process
- Utility Research or Location Services
- Filing Fees of any kind
- Meetings and Correspondence
- Reimbursable Expenses, Mileage, Postage, Printing, Binding, etc…
- Traffic Control of any kind

If this is acceptable, this letter will serve as our agreement for professional services. Please sign and date this letter below and return a signed copy as our authorization to proceed.

We look forward to working with you on this project. Please call if you have any questions.

Sincerely,
Foresight Land Services, Inc.

Marc A. LeVasseur
Vice President and Project Manager

ACCEPTANCE AND NOTICE TO PROCEED:
I hereby accept the terms and conditions contained in this letter agreement and the attached General Provisions for Limited Professional Services, authorize commencement of the work, and grant permission to enter on the land.

Client's Name (Typed or Printed): _____

Authorized Signature: _____

Date: _____

Billing Address: _____

_____

Email Address (for billing): _____

I. CONDITIONS OF AGREEMENT: These General Provisions together with the attached proposal constitute the terms of the Agreement between FORESIGHT LAND SERVICES, INC. a corporation duly organized under the laws of the Commonwealth of Massachusetts ("FORESIGHT), and the "CLIENT" with respect to the performance of the Services described in the attached proposal. The General Provisions also apply equally to the Basic Services as well as any Additional Services authorized subsequently, whether referred to explicitly or not. The proposal with Scope of Basic Services, any Additional Services authorized subsequently, any attachments, and these General Provisions contain all of the terms and conditions of this Agreement, and no oral representations made by either party prior to execution of this Agreement are a part hereof.

II. SCOPE OF SERVICES; STANDARD OF PRACTICE: FORESIGHT will act as an independent consultant representing the CLIENT (but will not be an "Agent" or employee of CLIENT). FORESIGHT agrees to perform the services described in the attached proposal. The Basic Scope of Services and the resultant fee are based on our current understanding of the Project and the assumptions in the proposal. FORESIGHT will carry out its services consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in Western Massachusetts under similar conditions. FORESIGHT makes no other representations concerning its services, express or implied; and offers no warranty or guarantee as part of this Agreement, or any report, opinion, or document generated as a result thereof.

III. ADDITIONAL SERVICES: Services not explicitly agreed to as detailed in this Agreement will be considered Additional Services and subject to increased project fees. Any Additional Services will be provided subject to the CLIENT's authorization.

IV. CERTIFICATIONS, GUARANTEES AND WARRANTIES: Foresight shall not be required to sign any documents, no matter by whom requested, that would result in Foresight having to certify, guarantee or warrant the existence of conditions whose existence Foresight cannot ascertain within the Basic Scope of Services and Standard of Practice. Foresight shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in Foresight's sole judgment, increase Foresight's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with Foresight or payment of any amount due to Foresight in any way contingent upon Foresight's signing any such certification. Notwithstanding, as applied to any services under this agreement, the words "certify" and "certification" shall be construed to mean an expression of the Consultant's professional opinion to the best of its information, knowledge and belief, and under no circumstances shall such a statement constitute a warranty or guarantee by the Consultant.

V.ACCESS TO SITE: Unless otherwise stated, FORESIGHT will have access to the Project Site for activities necessary for the performance of the services, and such access will be arranged by the CLIENT. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage. FORESIGHT will take precautions to minimize damage due to these activities, but shall not be held responsible for the restoration of any resulting damage.

VI. LEGAL REPRESENTATION: CLIENT is responsible for obtaining any and all legal advice and representation necessary for this Project, and when applicable, making its attorney available to FORESIGHT whenever necessary relative to the Project. Any opinions, conclusions or recommendations which FORESIGHT may express, or any assistance it may render to CLIENT on applications or processing of permits or approvals for the Project pursuant to this Agreement do not constitute legal advice. Consult your attorney about these matters.

VII. CAVEAT ABOUT SERVICES RELATED TO PERMITS AND APPROVALS: Granting of permits and approvals by municipal or other regulatory agencies often includes discretionary and subjective judgments. Such approvals depend upon many factors over which FORESIGHT has no control. FORESIGHT can therefore give no assurance that approvals will be granted or that any conditions imposed by the permit-granting authority will be acceptable to the CLIENT, or that permits will not be appealed. In consideration of CLIENT's assumption of the potential risks and rewards of the Project, CLIENT hereby waives any claim against FORESIGHT relative to any damages, direct or indirect, which may result from an unfavorable decision, appeal, or denial of any applications for permits or approvals. FORESIGHT shall be liable only for any proven damages resulting solely from FORESIGHT's negligent acts, errors or omissions, subject to the provisions of the Limitation of Professional Liability contained herein.

VIII. OPINION OF PROBABLE COSTS: Any opinions of the probable costs (not to be confused with "estimates") to construct the work recommended, designed, or specified by FORESIGHT are based on our experience and judgment as design professionals familiar with construction. The opinion may be based on a number of assumptions which FORESIGHT cannot control, such as hidden or changed site conditions, the means and methods of construction selected by the Contractor, the cost and extent of labor, equipment, and materials the contractor may employ, contractor's techniques in determining prices, market conditions at the time of bidding, and many other factors. Given the assumptions which must be made, FORESIGHT does not represent that its opinions of probable costs will be accurate. CLIENT therefore waives any claim against FORESIGHT relative to the accuracy of any opinion of probable construction costs prepared by FORESIGHT. If more accurate construction "estimates" is needed, CLIENT should hire a professional estimator.

IX. SERVICES DURING CONSTRUCTION:
If FORESIGHT's services include the performance of any services during the construction phase of the Project, it is agreed that the purpose of any such services (including any visits to the site) will be to enable FORESIGHT to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the CLIENT with a greater degree of confidence that the completed work of the construction contractor or contractors (hereinafter "Contractor") will conform generally to the Contract Documents, and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. Any Construction Observation Site Visits will be conducted at intervals appropriate to the stage of construction to allow FORESIGHT to observe the general progress and quality of the Contractor's work, and to enable FORESIGHT to give the CLIENT a greater degree of confidence that the work is being performed in a manner consistent with the construction documents. These Construction Observations shall not be construed as being equivalent to "Inspections" or full-time On-Site Project Representation, and are not represented as being complete or comprehensive. During Construction Observation Site Visits, FORESIGHT shall not be responsible for any of the Construction Activities on the jobsite. FORESIGHT shall have no responsibility for supervising, directing or controlling in any way the Contractor's work. FORESIGHT shall have no authority over nor responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, nor jobsite safety precautions and programs incidental to the work of Contractor, nor for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, permit conditions, or orders applicable to Contractor furnishing and performing its work. FORESIGHT does not guarantee the performance of the construction contract by the

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Contractor, and is not responsible if Contractor fails to furnish and perform its work in accordance with the Contract Documents, nor for any Change Orders that are issued during construction.

X. WORK SCHEDULE: FORESIGHT will endeavor to complete its services within the estimated schedule in the Agreement. If FORESIGHT is obstructed or delayed by any act of the CLIENT or the CLIENT's Contractor or agents, or by any act beyond the control of FORESIGHT including, but not limited to, inclement weather, illness, strikes, unanticipated degree of difficulty encountered in performing said services, or delay created within or by approving agencies, then the scheduled date for completion of the services will be extended an equivalent number of days. Compensation for any resulting additional services may also be required.

XI. PAYMENT TERMS; SUSPENSION OF SERVICES: The CLIENT agrees to pay FORESIGHT for the services rendered under this Agreement according to the amounts and payment methods specified in the Agreement. FORESIGHT will send you periodic invoices. Payment is due when you receive the bill. If you do not pay the balance due within thirty calendar days after the invoice date, FORESIGHT will add a FINANCE CHARGE OF 1½% PER MONTH (18% PER YEAR) to the amount due. In addition, FORESIGHT, at its sole discretion, may give you seven (7) days written notice, and suspend services under this Agreement unless you remit full payment within seven days. FORESIGHT is not liable for any delay or consequential damages which result from such suspension of services. The CLIENT agrees to pay all costs of collection, including reasonable attorneys' fees.

XII. DELIVERY AND REUSE OF ELECTRONIC FILES

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant.

The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

FORESIGHT makes no representation about the electronic files transmitted to CLIENT being compatible with Client's programs and computer systems. If FORESIGHT is required to expend additional effort to reformat electronic files into other formats for CLIENT's use, these efforts shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of ten (10) working days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic files shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy work product documents. In the event of a conflict between the final issued work product documents prepared by the Consultant and electronic files, the final hard-copy documents shall govern.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless FORESIGHT, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant. Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

XIII. OWNERSHIP AND USE OF DOCUMENTS: FORESIGHT will retain ownership of all documents it prepares or furnishes for this Project. This includes but is not limited to plans, drawings, reports, opinions of probable construction cost, specifications, field notes, computations, test data, computer files, and other such data, whether produced by hand or electronically, in hard copy or on electronic media. These documents are instruments of service prepared by FORESIGHT, and FORESIGHT shall retain all common law, statutory and other reserved rights, including without limitation, the copyrights thereto. FORESIGHT agrees to provide CLIENT with a limited license to use the "Work Products" listed in the Agreement for the intended purposes of the Project, and for information and record reference purposes in connection with the completed Project. Such limited license of the "Work Products" to the CLIENT, however, does not convey to the CLIENT any ownership rights, copyrights, or rights to reuse the Work Products for any other project.. In consideration of full payment for its services, FORESIGHT agrees that it will not release any confidential or proprietary "Work Products" specified in the agreement to any other party without CLIENT's prior consent. CLIENT may use the Work Products for reference information for the specified Project but for no other projects. CLIENT agrees not to re-use (or allow other parties to use) the "Work Products" or information (a) to complete the Project if FORESIGHT's agreement has been terminated or FORESIGHT is no longer involved in the Project; (b) extensions or revisions of the Project without FORESIGHT's involvement; or (c) any other project. If CLIENT wants to re-use or adapt FORESIGHT's previous work, the CLIENT is obligated as a condition precedent to negotiate with FORESIGHT appropriate additional compensation, indemnification clause, and other terms for such re-use or adaptation. If CLIENT re-uses or adapts the work without FORESIGHT's written authorization, consent or involvement, CLIENT assumes all associated responsibilities and risks, and agrees to defend, indemnify and hold harmless FORESIGHT and its sub-consultants, agents, officers and employees, from all direct or indirect claims, damages, losses and expenses, including reasonable attorney's fees and expert witness fees, arising out of or resulting therefrom such unauthorized reuse. Unless specifically stated in this Agreement, FORESIGHT will not provide CLIENT with any "Work Products" on electronic media. If such transfer of data is later agreed to, Special Terms and Conditions for Use of Electronic Data Files will apply in addition to these General Provisions and there may be additional compensation.

XIV. HIDDEN CONDITIONS & HAZARDOUS MATERIALS: FORESIGHT's services do not include studies or investigations regarding Hidden Conditions or Hazardous Materials. A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. This includes without limitation underground utilities. Hazardous Materials may include, but are not limited to, asbestos, or spills of oil or other pollutants. If CLIENT is aware of or has reason to believe that such Hidden Conditions or Hazardous Materials exist on the site, CLIENT shall notify FORESIGHT. If FORESIGHT has reason to believe that Hidden Conditions or Hazardous Materials may exist on the Project Site, FORESIGHT shall notify the CLIENT. In either case, CLIENT shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If (1) the CLIENT fails to notify FORESIGHT, or (2) CLIENT fails to authorize such investigation or correction after due notification by FORESIGHT of such a condition, or (3) FORESIGHT has no reason to believe that such a condition exists, the CLIENT is responsible for

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all risks associated with this condition, and FORESIGHT shall not be responsible for the existing condition nor any resulting damages to persons or property. Unless specifically agreed upon prior to the commencement of service, FORESIGHT shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form. In addition, it is agreed that FORESIGHT's liability insurance may not cover costs from claims involving hazardous materials. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to release, defend, indemnify and hold harmless FORESIGHT and its sub-consultants, agents, officers and employees, from and against all claims, damages, losses and expenses, direct and indirect, including but not limited to attorneys' fees and defense costs, arising out of or resulting from the performance, or non-performance, of any services by FORESIGHT or claims against FORESIGHT involving Hidden Conditions or Hazardous Materials.

XV. CHANGED CONDITIONS; PROJECT CHANGES: During the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to FORESIGHT may be revealed, or may arise during the preparation of construction documents or during the construction phase. Changed Conditions may include but are not limited to redesign for owner-requested changes or permit-imposed conditions, changes in design scope during the CD phases resulting from coordination with other disciplines or 'value engineering', issuance of Change Orders during construction, or other unforeseen conditions. To the extent that such Changed Conditions affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, FORESIGHT may call for renegotiation of appropriate portions of this Agreement. FORESIGHT shall notify CLIENT of the changed conditions necessitating renegotiation, and FORESIGHT and CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

XVI. INDEMNIFICATIONS: FORESIGHT and CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

XVII. TERMINATION: In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay FORESIGHT for all services rendered and all reimbursable costs incurred by FORESIGHT up to the date of termination, in accordance with the payment provisions of this Agreement. Client may terminate this Agreement for the Client's convenience and without cause upon giving FORESIGHT not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving other party not less than seven (7) calendar days' written notice for any of the following reasons: Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party; Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate; Material changes in the conditions under which this Agreement was entered into including a significant change in the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes. In the event of any termination that is not the fault of FORESIGHT, the Client shall pay FORESIGHT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by FORESIGHT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

XVIII. ALLOCATION OF RISKS; LIMITATION OF PROFESSIONAL LIABILITY: CLIENT and FORESIGHT have discussed the respective risks, rewards, and benefits of the Project while developing the objectives and Scope of Services. This Agreement represents an equitable allocation of those risks and rewards. In consideration of FORESIGHT's risks, and in order to persuade FORESIGHT to enter into this agreement, CLIENT agrees to limit FORESIGHT's total liability to the CLIENT for or on account of all claims and/or damages of any nature whatsoever caused by or arising out of FORESIGHT's performance of its services on this Project, including but not limited to FORESIGHT's negligent acts, errors or omissions, such that the total aggregate liability of FORESIGHT shall not exceed Fifty Thousand Dollars ($50,000) or FORESIGHT's total fee, invoiced and paid, for services rendered on this Project, whichever is greater. FORESIGHT agrees to maintain Professional Liability Insurance in effect throughout the term of this Agreement. An Insurance Certificate will be sent to CLIENT upon request. In consideration of FORESIGHT procuring and maintaining said insurance, CLIENT agrees to hold personally harmless and hereby releases any and all claims against any director, officer, employee, or agent of FORESIGHT arising from any negligent act, error, or omission now existing or hereinafter arising in connection with the Project. CLIENT agrees that for any and all claims for damages that it may have arising from any negligent act, error, or omission by FORESIGHT, CLIENT shall assert said claim against FORESIGHT directly and not against any of FORESIGHT's directors, officers, employees, or agents.

XIX. CONSEQUENTIAL DAMAGES: Notwithstanding any other provision of the Agreement, CLIENT and FORESIGHT agree that neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or FORESIGHT, their respective employees, directors, officers, agents, consultants, or contractors. Consequential damages may include but are not limited to loss of use, loss of profit, damages due to delays, and/or effect on financing.

XX. DISPUTE RESOLUTION: CLIENT and FORESIGHT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation, unless the parties mutually agree otherwise in writing. CLIENT and FORESIGHT further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

XXI. APPLICABLE LAW: The offer to perform services under this Agreement has been signed in the Commonwealth of Massachusetts and all terms and conditions of the Agreement shall be interpreted according to Massachusetts laws.

XXII. ACCEPTANCE PERIOD: This Agreement is open for acceptance for a period of thirty (30) days after the offering date on the Agreement, after which time it becomes null and void.

PLEASE INITIAL EACH PAGE IN THIS SPACE_____

80 Run Way | Lee, MA 01238
Phone: (413)243-4122 Fax: 877.335.7282
WWW.BerkshireEngineering.com

Berkshire Engineering, inc.

Scope of Work for Service Agreement prepared for Cheshire Water Department

Proposal for Work

Date	Site Location:	Invoice Address:
August 18, 2022	South Street (Route 8) Cheshire, MA 01225 West Mt Road to 104 South Street	Town of Cheshire - Water Department P.O. Box 667 Cheshire, MA 01225 via email: water2cheshire@gmail.com

Berkshire Engineering, Inc. (BE Inc.) appreciates the opportunity to submit this proposal for professional services associated with engineering design, permitting, and preparation of public bidding documents for waterline replacement within the vicinity of West Mountain Road to 104 South Street. We understand that it is the intention of the Town of Cheshire Water Department to replace the existing water main in the subject area with a new 8-inch ductile iron water main. Additionally, all associated hydrants, gate valves, corporations, and curb stops shall also be replaced. A table listing the extents of the watermain replacement work as defined by the Cheshire Water Commissioners is provided below:

Street	Planned Improvements
South Street	Approx. 1080 LF 8-inch water main (16 approx) services with curb stops and corporation stops. Hydrant(s) as required.

It was also indicated that the contractors should not anticipate bedrock or the need for groundwater pumping during installation of piping and appurtenances. Based on the Town's knowledge of the subsurface conditions, we anticipate the need for geotechnical borings to be waived by the Commission. In lieu of conducting geotechnical borings, we recommend that the Town excavate 2 test pits at strategic locations to confirm presence or absence of groundwater at working depths. However, we will leave this to the discretion of the Water Commissioners. The presence of Kitchen Brook in the area of #104 South Street may introduce some influence to the levels of groundwater in the area. Any anecdotal understanding or knowledge of subsurface conditions in the area would be beneficial to the design and bidding process.

FIELD WORK

- **Existing Site Investigation and Documentation** — $1,800
  - In coordination with the Town of Cheshire Water Department, conduct investigation of the existing site to identify possible constraints and for most appropriate location to site the new water main.
  - Investigations and documentation of existing conditions shall include: measuring manhole inverts to all piping and establish, to the best extent practicable, elevation and direction of piping, determine the locations of known utilities within adjacent structures.
  - Mark the site for Dig-Safe

- Conduct topographic mapping of the length of the proposed main replacement to aid in conflict avoidance. We anticipate incorporating any available GIS mapping available from the Town and Mass Rural Water Service to include with the project background data. Rights of way and property lines are assumed to be evident and their formal evaluation and determination is not proposed as part of this quote. Formal property survey will not be provided however, any available surveys will be referenced and any recoverable property monumentation will be located for consideration.

- **Coordination with Town Representative** — $300-$860
  - One client meeting is anticipated in order to review knowledge of utility locations within the right-of-way and adjacent parcels. ($300)
  - Site observation of test pits conducted by CWD or Town personnel for not more than 4 hours. ($560 optional charge upon request)

DESIGN AND COORDINATION

- **Prepare Design Drawings suitable for Construction** — $2,800
  - Prepare design drawings, including plans and details, of the proposed construction suitable for contractor bidding.
  - Using information collected during site investigations and from the 2018 Capital Improvements Plan, and GIS mapping by Mass Rural Water, we will depict locations of any existing services for reconnection, existing hydrants, control valves and other pertinent components along with proposed improvements.
- **Coordination with Water Commission** — $300
  - One client meeting is anticipated in order to review the construction drawings with the Water Commissioners and/or the Water Department Superintendent.

PERMIT APPLICATIONS, REPORTS

- **Permitting**
  - MassDEP Drinking Water Program System Modification – Permit Application File a BRP WS 33, Distribution Modification as required for systems that serve 3,300 people or less, with MassDEP for the replacement of the existing water lines. (DEP BRP WS 33 Permit application Fee – Exempt from Fees) — $1,300
  - Portions of the work may fall within 200LF of Kitchen Brook (a Perennial Stream) according to MassGIS Online Mapping. In the event that the design requires work to be located within 200' to the Brook, Wetlands Permitting may be required. For purposes of this proposal we will consider that Wetlands Permitting will not be necessary and no budget amount for filing an RDA with the Commission will be included. In the event that filing with the Conservation Commission becomes necessary, we are prepared to file a Request for Determination of Applicability to permit the work under the MA Wetlands Protection Act.* — $ 800 (RDA)*
  - MADOT – Prepare Application to allow work to occur within MADOT controlled right of way. Prepare and submit required traffic control plan following determination of desirable routing for water main improvements. — $2,000

PROJECT BIDDING

- **Preparation of Bidding and Specification Documents** — $2,500
  - Prepare contractor bidding and specification packages in compliance with Commonwealth of Massachusetts Public Bidding Laws.
  - Bidding documents to be configured to allow the Town to select all or portions of the work as the budget and funding will support.
- **Conduct Project Bidding** — $1,800
  - Solicit, prepare and release bid packages in conformity with current Massachusetts Bidding Laws to contractors requesting bid packages. Submit proper legal ads and notices to Central Register and local newspaper (expense to be borne by Town of Cheshire). The Town's Procurement Officer must notify CommBuys directly of the anticipated bidding. Respond to contractor's inquiries, issue addenda and attend pre-bid meeting as required. The distribution of up to four hard copies and electronic copies (.PDF) of bid packages to the Town and qualified bidders is anticipated.
  - Review contractors' bids for compliance with bidding documents and laws. Report bid status to CWD.

CONSTRUCTION MONITORING

- **Provide Support to CWD during construction of improvements, as needed/hourly** — $1,500 (budget only)
  - Attend pre-construction conference with the Water Commission, Superintendent and General Contractor to establish timelines for construction, format for payment requests, timing for release of funds etc.
  - Perform periodic site visits as required by CWD. We anticipate that daily oversight will be provided by CWD personnel with visits by BEI on a weekly basis.
  - Review contractors' payment requests as requested by CWD.
  - Review any contractor requests for extras and communicate the best position for the Town with CWD.
  - CWD Water Superintendent to maintain field sketches and ties to locations of buried appurtenances on project drawings. Final as-built will not be provided unless requested. A budget amount for completing as-built drawings is not included. We recommend that swing ties be recorded prior to burial of significant system components. Preparation of a plan of ties is recommended.

DELIVERABLE MATERIALS

We will provide you with one hard copies of our reports drawings or bid packages. An electronic copy will also be sent if an email address is provided. Additional copies are available for a reproduction fee upon request. However, we find electronic copies to be a reliable method for maintaining project documents.

SCHEDULES

We are available to commence the preliminary research activities within two weeks of execution of this contract.

FEE

Our estimated fee to complete the project to the point of construction is $12,800. Optional and/or necessary work tasks include oversight and coordination of boring test pits conducted with Town personnel and the need for a Wetlands Permit to conduct the work within 200 LF from a Perennial

Stream, a protected resource area. These tasks may increase the budget by an additional **$1,360**, plus advertising and permitting fees. Costs associated with construction monitoring as outlined above will be invoiced on an 'as requested basis', budget amount of **$2,500.** The anticipated total scope of work outlined is **$16,660** excluding reimbursable expenses as noted. Our fee is based on work hours and the rates listed below for similar projects completed by our staff. Please note these fees assume completion of work activities during normal business hours unless otherwise noted. In the event that evening, weekend, or other off-hour attention, rate multipliers may apply but are not anticipated for this project.

STAFF	RATE
Professional Engineer	$140/hour
Design Engineer	$125/hour
Staff Engineer	$110/hour
Field Engineer	$100/hour
Engineering Technician & Clerical	$60/hour
Ground Penetrating Radar/Field Investigation	$100/hour
Check Writing-Administration Fee	10%

Project associated expenses are considered reimbursable and not included in the estimated fee above. These fees may include, permit application fees paid to the Town and/or State approving authorities, public advertising, postage, copies and reproduction expenses.

ACCEPTANCE AND AUTHORIZATION TO PROCEED

We look forward to the possibility of working with you on this project. The standard Terms & Conditions governing the work to be conducted are provided in Attachment 1, which is hereby made part of this Proposal. If you accept this agreement, please execute this document via mail, fax or email acceptance and return it. If you have any questions or comments, please do not hesitate contact us.

Sincerely,

Michael S. Kulig

Michael S. Kulig, PE, President

Berkshire Engineering, Inc.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Client Name: Cheshire Water Department

Signature:	_____	By:	Berkshire Engineering, Inc.
Date:	_____	Name:	_____
Signature:	_____	By:	Berkshire Engineering, Inc.
Date:	_____	Name:	_____

ATTACHMENT 1: TERMS & CONDITIONS

These Terms and Conditions and the Proposal dated, **August 18, 2022,** prepared and submitted by Berkshire Engineering, Inc. (BE Inc.) to **Cheshire Water Department, (**Client), and any additional services authorized hereunder in writing constitute the "Agreement" between BE Inc. and the Client. No oral representations made by either party prior to execution of this Agreement are part of this Agreement.

Services and Reliance: The services rendered in our proposal will be performed for the sole use of the Client and for this project. Any reuse or reliance on this work by third parties is prohibited and shall only be done with the prior written consent of BE Inc. Any additional services will be agreed to in writing by both parties for an additional fee.

Standard of Care: BE Inc. will perform services under this agreement as an independent consultant and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in Western Massachusetts under similar conditions. No other representation, express or implied, and no warranty or guaranty is included or intended in this Agreement, or in any report, opinion, document, or otherwise. BE Inc. is not responsible for the accuracy and veracity of information provided to us by outside parties with respect to the project Site and adjacent properties.

Any work associated with site layout, construction estimating, construction bidding or construction oversight is not included in this proposal. The plan we will provide is not to be considered a property survey. A property survey may be required if there is insufficient field data exists to establish required property line setbacks with reasonable certainty.

An alternative method of percolation testing may be incorporated based on ground conditions at the discretion of the Soil Evaluator. In the event laboratory analysis testing is required an additional fee for testing will be incurred, this fee is typically offset by the differential time required to take the sample when compared to time required to conduct a percolation test. The alternative perc testing method would exclude the property owner from increase sewage flows at the site (adding a bedroom).

Title 5 regulations require the engineer to monitor septic system construction periodically. These inspections are required under law and shall be the owners/contractors responsible to notify the engineer when inspection services are needed at the site. The service is invoiced separately at the time of the performance.

Termination: Client may terminate this Agreement without penalty upon seven (7) calendar days' written notice to BE Inc., provided that Client shall be obligated for all services performed by BE Inc. on Client's behalf as of the effective date of termination. Such services shall include those rendered up to the date of termination, as well as those reasonable costs associated with the termination itself, such as demobilization. BE Inc. reserves the right to take measures necessary to evaluate the credit history of the Client and subsequently, cancel or modify this proposal as deemed necessary. BE Inc. may suspend services under this Agreement upon seven (7) calendar days' written notice to Client of non-payment of invoices unless the Client pays in full within seven (7) calendar days. If BE Inc. has stopped work on a project for this reason, we will not be held responsible for consequences, financial or otherwise associated with project delays or final completion thereof. In the event of termination for non-payment of invoices Client will be responsible for all reasonable termination costs incurred by BE Inc.

Payment: Invoices for services will be submitted monthly. By signing this Agreement, Client agrees to make payment to BE Inc. upon receipt of the invoice. Any balances on Client's account remaining unpaid for a period of 30 days will incur a service charge of 1-1/2% per month (expressed as an annual percentage rate, the charge is 18%). If said account is turned over for collection, reasonable attorney's fees and costs of collection shall be added to the unpaid balances, whether or not legal action is instituted. The parties to this contract specifically agree BE Inc. has no obligation to release drawings, test results or other documents until the final bill for services associated with the production of those documents has been paid.

Assignment: Neither party to this Agreement shall assign its duties and obligations hereunder without prior written consent of the other party, except BE Inc. may use the services of persons and entities not in its employ, when it is necessary or BE Inc. deems appropriate. Such persons may include, but are not necessarily limited to, surveyors, drilling contractors, and testing laboratories.

Governing Law; Severability: This Agreement shall be governed and enforceable in accordance with the laws of Massachusetts. Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

Right of Entry: Client shall provide to BE Inc., and its subcontractors, access to any Site necessary to perform the Scope of Work included hereunder. Client understands certain tasks, such as field explorations, may cause damage. BE Inc. shall be responsible for such damages to the extent caused by our negligent acts.

Underground Structures: If subsurface explorations are performed, Client will provide BE Inc. with all plans and other information in Client's possession or control concerning Site underground structures. Client agrees to accept the risk of damage associated with repair or restoration of any improvement not located on plans and/or identified in information provided to BE Inc.

Samples & Contaminated Media: Contaminated media generated as part of assessment or project activities are the sole responsibility of the Client. BE Inc. can assist with the proper transportation and disposal of contaminated materials, at the Clients expense. BE Inc. will pay for the transportation and disposal of contaminated materials only if expressly stated in our Scope of Services. Unless expressly requested in writing by the Client, BE Inc. will not retain samples from the Site for long-term storage. Samples for laboratory analyses will be retained and stored for the interim period during transport to the laboratory.

Field Observation Services: BE Inc.'s services will not include the direction or supervision of a contractor or subcontractor other than those contracted directly by BE Inc. Our services do not include responsibility for Health & Safety practices performed by others on the Site.

Ownership of Documents: All reports, boring logs, field data, field notes, photographs, laboratory test data, calculations, estimates, and other documents prepared by BE Inc. are instruments of service and shall remain the sole property of BE Inc., who shall be deemed the author and retain all statutory and common law rights, including, but not limited to, copyrights. BE Inc. shall retain such records for a minimum of three (3) years. At Client's request, BE Inc. will provide reasonable access or copies of such documents. Reproduction costs will be at the Client's expense.

Disclosure of Information: Client will inform BE Inc. of all information in Client's possession or control relevant to the performance of BE Inc.'s services. This information includes, but is not limited to, all prior Site reports, Site plans or maps, waste disposal manifests, permits, and analytical data. Client will indemnify, defend, and hold BE Inc. harmless of and from all loss or damage resulting from any claim which arises, in whole or in part, as a result of information Client fails to disclose to BE Inc.

Limitation of Professional Liability: The owner/client agrees to limit the liability of BE, Inc., to the owner and or Client and to all construction contractors and subcontractors on the project arising from BE Inc.'s negligent acts, errors and omissions such that the total aggregate liability of BE, Inc. will not exceed the contract amount or $25,000, whichever is less.

Consequential Damages: Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or BE, INC., their employees, directors, officers, agents, sub consultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

Dispute Resolution: CLIENT and BE, INC. agree all disputes between them arising out of or relating to this Agreement shall be submitted to binding arbitration, unless the parties mutually agree otherwise in writing. CLIENT and BE, INC. further agree to include a similar arbitration provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar provision in all agreements with subcontractors and sub-consultants.

Tighe&Bond
Engineers | Environmental Specialists

C-07970-P005
August 26, 2022

Board of Water Commissioners
Town of Cheshire
80 Church Street
Cheshire, MA 01225

Re: **South Street Watermain Replacement Engineering Proposal**

Dear Commissioners:

Tighe & Bond is pleased to submit this proposal to the Town of Cheshire, Board of Water Commissioners for engineering services related to preparation of bidding documents and limited bidding and construction phase services for watermain replacement work on South Street between Richmond Street and Church Street/West Mountain Road.



Background

The intent of this project is to replace the existing 4-inch water main in this location with new 8-inch diameter ductile iron mains, hydrants, gate valves, corporations, curb stops and copper service lines within the right-of-way. The work also includes Kitchen Brook Park meter pit structure cover replacement.

Upon visual review of the routing, this section of roadway is in a rural area with overhead power and we understand that in addition to the existing small diameter watermain there are existing buried gas and storm drain lines as well.

We understand the Commission would like to proceed with design with survey but in order to control costs detailed topographic contours was not included. To accommodate this, the survey will include MassGIS LIDAR 2-foot contours.

Also, we typically recommend a geotechnical investigation including 6 to 8 foot deep borings every 200 to 300 feet along the proposed route. This would facilitate determination of soil characteristics, quantifying rock, and identifying groundwater conditions which will minimize the Town's exposure to contractor claims during construction. We understand that the Water Commission has indicated that contractors should not anticipate rock or the need for groundwater pumping, so no geotechnical borings/reconnaissance will be provided.

The extent of the watermain replacement work is as follows:

South Street	~700 linear feet of 8-inch pipe replacement
	(2) hydrants and associated gate valve
	(9) services with curb stops and corporations
	(2) fire services with tee, valve and box
	~330 linear feet of copper services

Regarding specifications and details, we understand the Commission used the following materials on the 2012 Furnace Hill Road project, which were based on Commission standards at the time. For verification we ask that the Commission confirm the following requirements/ specifications and/or provide updated Water Commission standards:

1) Class 52 ductile iron push-on and mechanical joint piping
2) Restrained joints in lieu of concrete thrust blocks
3) AWWA C509 Resilient seat gate valves, open left (CCW), Mueller 2360, US Pipe Metroseal Model 250, AFC 2500, Clow 2639 or equivalent.
4) AWWA C502 Mueller Super Centurion 250 Dry Barrell Hydrants, draining, open right (CW), field painted
5) AWWA C800 Mueller, Red Hed, Ford, McDonald ball-type corporations, 1-inch
6) AWWA C800 Mueller, Red Hed, Ford, McDonald ball-type curb stops and boxes, 1-inch
7) ASTM B88, Type K copper services

Scope of Services

Tighe and Bond will complete the following tasks:

Task 1 –Design Services - Design services will include the following:

- Conduct Kick-Off Meeting – Tighe & Bond will meet with representative(s) from the Commission to confirm the project scope.
- Review Existing Information – Review record drawings
- Basemap Information – Prepare basemap drawing and visit site of the existing water system and review survey information along the proposed alignment.
- Prepare one design drawing showing the plan view of the proposed alignment.

- Prepare one or two detail drawings providing general notes, abbreviations, and details for hydrant assembly, typical water service, typical trench profile and paylines, minimum restrained lengths, and surface restoration.
- Prepare one traffic control drawing per MassDOT Access Permit requirements.
- Prepare technical specifications, including Division 0 Bidding & Contract Requirements, Division 1 General Requirements, and Division 2 Site Construction.
- Prepare an opinion of probable construction cost based on our water main replacement drawings to be provided with the final submission.
- Meet with the Town to review the draft design and discuss issues, materials or decisions that may require the Town's input prior to finalizing bid documents.
- Finalize design documents incorporating Town comments.

Task 2 – Permitting – Permitting services will include the following:

- Prepare MassDOT Permit application required for construction activities within South Street, a roadway under the MassDOT jurisdiction.

Task 3 – Bidding – Upon completion of the design documents and in accordance with the project schedule, we will provide bidding services to the Town under M.G.L. Chapter 30, Section 39M – Public Works (Non-Building) Construction Contracts. Bidding services will include the following:

- Advertise the project in the Central Register and in the local newspaper to solicit contractor bids for construction (cost for newspaper advertisements will be billed directly to the Town). Town to complete advertisement in COMMBUYS.
- Solicit wage rates.
- Electronic distribution of contract documents to prospective bidders and others. We will provide up to three (3) paper copies of bidding documents for the Commission's use.
- Respond to bidders questions, and issue addenda, if necessary (1 assumed)
- Tabulate, review, and analyze bids.
- Investigate and evaluate the qualifications of the prospective successful bidder(s).
- Make recommendation to the Commission as to the "lowest qualified bidder" and as to the award of the Construction Contract.
- Prepare Contracts (3 copies)

Task 4 – Construction Administration Services - We will provide limited engineering services to administer the construction activity. The Commission will provide all construction observation needs. An allowance will be suggested to complete our services on an as needed basis, as requested by the Commission. This allowance is based on the following work tasks:

- Project Manager to attend pre-construction conference with Commission and General Contractor.
- Receipt/review/processing of shop drawings for the materials and components of the construction (6 assumed).
- Receipt/review/processing of requests for information from the contractor (1 assumed).
- Conduct the general office administration and coordination of the construction contract (assumes 2 week active construction).

- Review/process/recommend contractor requests for change orders or other claims related to the work (assumes 1).
- Review/process/recommend periodic payments to the contractor for completed work (assumes 2). Pencil requisition quantities to be confirmed by the Commission's designated construction observer.
- Project Manager to attend up to one (1) on-site meeting with Commission and General Contractor.
- Project Engineer to attend up to three (3) on-site meetings with General Contractor and Commission's construction observer.

Services Not Included in Scope

The following services are not included in our proposed Scope of Services. If these services are required or desired by the Town, we can submit a revised/amended Scope of Services and an anticipated fee for these additional services.

- COMMBUYS advertisement
- Attendance at Bid Opening
- Easements or land acquisitions assistance
- Geotechnical drilling / Soil sampling
- Environmental due diligence research in an effort to determine if contaminated soil and/or groundwater may be encountered during construction activities
- Pavement corings
- Payment for any police details for survey. If required, Police details will be scheduled and billed directly to the Commission.
- Wetlands delineation or permitting (none anticipated)
- Construction observation services
- Road opening and trench permitting (by Contractor)
- Payment of any application or advertisement fees
- Record drawings
- Resident construction observation services to be provided by Commission.

Project Schedule

We anticipate the following schedule:

- Task 1 Design – 10 weeks following authorization to proceed
- Task 2 Permitting – 4 weeks following 100% design
- Task 3 Bidding – 4 weeks following approval to bid by Commission and receipt of MassDOT Access Permit
- Task 4 Construction Administration – 4 weeks (2 weeks active construction)

Fee

Tighe & Bond will perform Task 1 (Design), Task 2 (Permitting) and Task 3 (Bidding) services for a lump sum fee of $21,500, invoiced monthly based on percentage complete. Task 4 (Construction Administration) Tighe & Bond will be performed for a not to exceed fee of $10,700. We will undertake Task 4 on an hourly plus expense basis and you will be billed in accordance with the Company's standard billing rates. For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give the Commission a better understanding of the how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line item budgets.

Task	Description	Fee Type	Fee
1	Contract Documents	Lump Sum	$ 16,500
2	Permitting Services	Lump Sum	$ 1,100
3	Bidding Services	Lump Sum	$ 3,900
			$21,500
4	Construction Administrative Services	Hourly plus Expenses	$ 10,700
		Total:	**$32,200**

We appreciate the opportunity to provide the above proposal for engineering services. If this proposal is acceptable, please sign and date both copies and return one (1) copy to Tighe & Bond, as our authorization to proceed. If you have any questions or need additional information, please contact me at 413-572-3231 (pmvalinski@tighebond.com).

Very truly yours,
TIGHE & BOND, INC.



Peter M. Valinski, PE
Vice President

Enclosure: Terms & Conditions dated 4-2020

ACCEPTANCE:
On behalf of the Town of Cheshire, the scope, fee, and terms of this proposal are hereby accepted.

_____ _____
Commissioner Date

Enclosure – Terms & Conditions
J:\C\C0797 Cheshire Watermain\005 South Street Water Main\Cheshire - South Street Watermain Replacement.docx

"CLIENT" is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as "CONSULTANT"; "PROJECT" is defined in the accompanying proposal letter

1. SCHEDULE OF PAYMENTS

1.1 Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to CONSULTANT shall be made on the basis of invoices submitted by CONSULTANT and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

1.2 In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

1.3 Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse CONSULTANT for all reasonable attorney's fees and court costs.

1.4 If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, CONSULTANT may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, CONSULTANT will have no liability to CLIENT for delays or damages caused by such suspension.

2. SUCCESSORS AND ASSIGNS

2.1 CLIENT and CONSULTANT each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. CONSULTANT shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

2.2 This Agreement represents the entire and integrated Agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and CONSULTANT. References to this agreement include these Terms & Conditions, any accompanying proposal or description of services, as well as any other documents referenced or incorporated therein. In the event one or more provisions of any of the foregoing documents conflict with the provisions of these Terms & Conditions, the provisions of these Terms & Conditions shall control.

2.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against CONSULTANT.

3. STANDARD OF CARE

3.1 In providing services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by individuals providing such services in the same or similar locality for similar projects.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to CONSULTANT. In the event of any termination, CLIENT will pay CONSULTANT for all services rendered and reimbursable expenses incurred under the Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

5. RECORD RETENTION

5.1 CONSULTANT will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

5.2 Samples - All soil, rock and water samples will be discarded 30 days after submission of CONSULTANT's report, unless mutually agreed otherwise or unless CONSULTANT's customary practice is to retain for a longer period of time for the specific type of services which CONSULTANT has agreed to perform. Upon request and mutual agreement regarding applicable charges, CONSULTANT will ship, deliver and/or store samples for CLIENT.

6. OWNERSHIP OF DOCUMENTS

6.1 All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of CONSULTANT, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to CONSULTANT of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by CONSULTANT.

6.2 Documents provided by CONSULTANT are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this PROJECT or for any other projects or sites. Documents provided by CONSULTANT on this PROJECT shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of CONSULTANT. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this PROJECT, without CONSULTANT's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on CONSULTANT's part, and CLIENT agrees to indemnify and hold CONSULTANT harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

6.3 Electronic Documents - CONSULTANT cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic writeable format. If CONSULTANT provides documents in writeable electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against CONSULTANT resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold CONSULTANT harmless from any claims, losses, damages, or costs, including attorney's fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

6.4 Electronic Data Bases – In the event that CONSULTANT prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and CONSULTANT that such PROJECT deliverables will be used and perhaps modified by CLIENT and that CONSULTANT's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by CONSULTANT, ownership is passed to CLIENT. CONSULTANT will retain the right to use the developed data and will archive the data for a period of three years from the date of PROJECT completion.

7. INSURANCE

7.1 CONSULTANT will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, Unmanned Aircraft, Cyber Liability, and Automobile Liability during this PROJECT. CONSULTANT will furnish certificates at CLIENT's request.

7.2 Risk Allocation - To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damage, of any nature whatsoever, the liability of CONSULTANT to all claimants with respect to this PROJECT will be limited to an aggregate sum not to exceed $100,000 or CONSULTANT's compensation for consulting services, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

7.3 Damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the PROJECT or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this PROJECT.

7.4 CLIENT agrees that any and all limitations of CONSULTANT's liability or waivers of damages by CLIENT to CONSULTANT shall include and extend to those individuals and entities CONSULTANT retains for performance of the services under this Agreement, including but not limited to CONSULTANT's officers, partners, and employees and their heirs and assigns, as well as CONSULTANT's subconsultants and their officers, employees, and heirs and assigns.

8. DISPUTE RESOLUTION

8.1 In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and CONSULTANT agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and CONSULTANT further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement prior to proceeding to litigation.

9. SITE ACCESS

9.1 Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for CONSULTANT to make any surveys, borings, explorations, tests or similar field investigations. CONSULTANT will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for CONSULTANT. If restoration of the land is required greater than those included in the scope of work, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

9.2 Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. CONSULTANT shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of physically confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

10. OIL AND HAZARDOUS MATERIALS

10.1 If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, outside of any agreed scope of work or greater than those anticipated in any agreed scope of work, CONSULTANT reserves the right to renegotiate the fees for CONSULTANT's services and CONSULTANT's continued involvement in the PROJECT. CONSULTANT will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

10.2 The discovery of the existence or possible existence of hazardous materials or substances, outside or greater than any proposed in the agreed scope of work, may make it necessary for CONSULTANT to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate CONSULTANT for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or CONSULTANT's personnel. To the full extent permitted by law, CLIENT waives any claims against CONSULTANT and agrees to indemnify, defend and hold harmless CONSULTANT from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

11. SITE INVESTIGATIONS

11.1 In soils, groundwater, soil gas, indoor air, or other investigations, conditions may vary between successive test points and sample intervals and for locations at or between where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in such evaluations, explorations, or investigations, changed or unanticipated conditions may occur that may affect overall PROJECT costs and/or execution. These variable conditions and related impacts on cost and PROJECT execution are not the responsibility of CONSULTANT.

11.2 CLIENT recognizes that special risks occur whenever engineering or related disciplines are applied to provide

information regarding subsurface conditions. Even an agreed sampling and testing program, implemented with appropriate equipment and personnel with the assistance of a trained professional performing in accordance with the applicable professional standard of care, may provide data or information which differs significantly from that discovered or encountered subsequently. Environmental, geological, and geotechnical conditions, that CONSULTANT may infer to exist between sampling points may differ significantly from those discovered or encountered subsequently. The passage of time also should be considered, and CLIENT recognizes that due to natural occurrences or direct, or indirect human intervention at or near the site, actual conditions may quickly change. CONSULTANT shall not be responsible for the identification of emerging contaminants for which no current regulatory provisions exists nor shall CONSULTANT be held liable for not identifying or discussing these compounds even if those compounds are detected at a later date. CLIENT realizes that these risks cannot be eliminated. The services included in this agreement are those agreed to, or selected, consistent with CLIENT's risk preferences and other considerations including cost and schedule.

11.3 By authorizing CONSULTANT to proceed with the site investigation services, CLIENT confirms that CONSULTANT has not created nor contributed to the presence of any existing hazardous substances or conditions at or near the site. CLIENT recognizes that there is an inherent risk in drilling, borings, punching or driving probes, excavating trenches or implementing other methods of subsurface exploration at or near a site contaminated by hazardous materials. Further, CLIENT recognizes that these are inherent even through the exercise of the Standard of Care. CLIENT accepts the risk and agrees to defend, indemnify, and hold CONSULTANT and each of CONSULTANT's subcontractors, consultants, officers, directors, and employees harmless against and all claims for damages, costs, or expenses direct or consequential, in connection with a release of hazardous substances, except to the extent that such claims, damages, or losses are adjudicated to have resulted from CONSULTANT's gross negligence or willful misconduct in the performance of the services.

12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

12.1 For certain services rendered by CONSULTANT, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's PROJECT is selected for an audit, CLIENT agrees to compensate CONSULTANT for time spent preparing for and complying with an agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and CONSULTANT will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

13. CLIENT's RESPONSIBILITIES

13.1 Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT implementation.

13.2 CLIENT will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to CONSULTANT in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES

14.1 CONSULTANT has no control over cost or price of labor and materials required to implement CLIENT's PROJECT, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, CONSULTANT makes no warranty, expressed or implied, that CLIENT's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by CONSULTANT. If CLIENT wishes additional information as to any element of PROJECT cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

15. CONSTRUCTION PHASE PROVISIONS

The following provisions shall be applicable should the CONSULTANT be retained to provide Construction Phase Services in connection with the PROJECT:

15.1 CLIENT and Contractor - The presence of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

15.2 Contractor Control - CONSULTANT and CONSULTANT's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

15.3 On-site Responsibility - The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

15.4 Payment Recommendations - Recommendations by CONSULTANT to CLIENT for periodic construction progress payments to the construction contractor(s) are based on CONSULTANT's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that

continuous or detailed examinations have been made by CONSULTANT to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

15.5 Record Drawings - Record drawings, if required as part of CONSULTANT's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

The following provisions shall be applicable should the CONSULTANT be retained to provide design services but not be retained to provide Construction Phase Services in connection with the PROJECT:

16.1 It is understood and agreed that the CONSULTANT's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the CONSULTANT that may be in any way connected thereto.

16.2 In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

17. SCHEDULE

17.1 The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters, pandemics, or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants.

17.2 The CONSULTANT's schedule includes reasonable allowances for review and approval times required by the CLIENT, performance of services by the CLIENT's consultants, and review and approval times required by public authorities having jurisdiction over the PROJECT. This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size of the PROJECT requested by the Client, or for delays or other causes beyond the Consultant's reasonable control.

18. MISCELLANEOUS TERMS

18.1 GOVERNING LAW - The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the jurisdiction where the PROJECT is located, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

18.2 LENDERS' REQUIREMENTS- The CONSULTANT shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the CONSULTANT, increase the CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

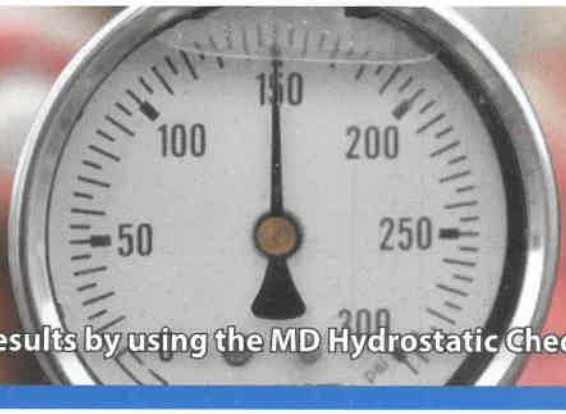
18.3 CORPORATE PROTECTION - Notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Massachusetts corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

18.4 TITLES - The section headings used in this Agreement are intended principally for convenience and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

18.5 Upon execution, these terms as incorporated into the accompanying proposal represent the final intent of the parties. Any modification, rescission, or waivers of these terms shall only be effective and binding if agreed to in writing by the parties.

McWANE DUCTILE | IRON STRONG

HYDROSTATIC PRESSURE TESTING CHECKLIST



Avoid negative results by using the MD Hydrostatic Checklist

BENEFITS OF PREPARING FOR A HYDROSTATIC PRESSURE TEST

- Hydrostatic testing can cost contractors tens of thousands of dollars if not done properly.
- Eliminate common testing frustrations with the MD Hydrostatic Checklist.
- Trapped air in a water line leads to false negative results. Avoid negative results by using the MD Hydrostatic Checklist.

TEST PREPARATION

1 TEST PUMP LOCATION & GAUGE



- Connect the pump at the low point.
- Connect a valve between the pump and the test section so the pump will be isolated during the test.
- Make sure the pump has been properly primed prior to connection.
- Ensure the pressure gauge is in good working condition.
- Install the gauge on the pipe side of the valve – not to the pump.

2 FILLING THE LINE



- Fill the line slowly.
- Fill from the lowest location.
- Ensure air release(s) are located at the highpoint of the system.
- Multiple air release locations may be required.
- Continue to purge the system until **ALL** the air is removed.
- Allow adequate time for cement to hydrate – this may require additional water.

OTHER CONSIDERATIONS

3 ALLOW FOR MOVEMENT



- Exercising the line by allowing the pipe to rest under pressure will remove all movement prior to the actual test – this may be repeated several times.

4 WATER TEMPERATURE

- Allow sufficient time for the fill water to adjust to ambient temperatures – fill water temperature at 60 degrees Fahrenheit will cool if ambient temperature is 35 degrees, which will lower the pressure
- Exposed piping in the winter will allow the water temperature within the pipe to cool and pressure will decrease
- Conversely, exposed piping in the summer, or pipe in direct sunlight will allow the water temperature within the pipe to heat up and pressure will increase.

5 WATER VERSUS AIR



- Air is compressible, and water is not.
- To help determine whether you have a leak or trapped air, refer to **McWane's Double Bump Test** protocol.
- Contact a McWane Ductile representative prior to using any air for testing

6 TROUBLESHOOTING

- Contact a McWane Ductile representative for assistance in the event the hydrostatic test is not successful or if you would prefer on-site training and/or assistance.
- For a detailed article and video on *How to Sucessfully Prepare & Complete a Hydrostatic Pressure Test* visit our Iron Strong Blog at **McWane Ductile.com/Blog.**

TOWN OF CHESHIRE
Water Department Superintendent

General Purpose:

The Water Department Superintendent performs skilled manual labor in the operation of the water supply and pumping facilities. Works under the direction of the Water Commissioners (day-to-day operations) and the Town Administrator (personnel related)

ESSENTIAL FUNCTIONS:
(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Responsible for the day-to-day operations and assignments of the Public Water Supply (PWS), under the purview of obtained licenses.

- In conformance with Federal and State Clean Water Acts, monitor the safe and efficient pumping and distribution of the district's water supply. Adhere to water system master plan; plan for repair, cleaning and maintenance of the water system, reservoir, pumping stations and all Water Department equipment.

- Oversee technical operations of pumping and treatment systems to ensure adequate supplies and delivery of water and proper mineral and bacteriological levels. Ensure proper testing of water for submission of related reports and records to Town, State and Federal agencies/officials, and maintain liaison with Massachusetts Water Resources Division (DEP) and other state and federal agencies with jurisdiction over water services and related issues.

- Develop and maintain accurate on-site drawings, and project ties to all infrastructure repaired, replaced, or installed for records.

- Attend trainings/classes/seminars for license and certification renewals.

- Performs Water Department maintenance and repairs to machinery, hydrants, meters and property. Reads meters, replaces meters, meter sets and backflow prevention devices.

- Clean, flush, disinfect and test distribution piping, tanks, hydrants, and keep abreast of changes in drinking water and safety regulations, under the purview of appurtenance.

- Prepare and submit a variety of Water Department reports and records related to operations and activities. Prepare annual Water Department report and other reports as required by District, State and Federal agencies/officials. Confer with Town officials/departments, etc. in support of Department operations; attend board meetings and public hearings to provide technical information and to respond to inquiries, requests and complaints. Respond to day-to-day citizen inquiries, requests and complaints involving Water Department operations, referring unresolved issues to the Prudential Committee.

Physical Requirements/Work Location:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

- Frequent moderate physical effort required, ability to lift up to 100 pounds.
- Ability to work in confined areas, inside and outside, in all weather conditions.
- Must be available for water line breaks and other related emergencies that occur after regular working hours when necessary.

Qualifications:

- High school diploma
- Two – Five Years' experience in water works construction and maintenance or any equivalent of education and experience preferred.
- Class D Driver's License
- Hoisting Engineers License, Grade 2B or Higher (or obtain license within six (6) months from date of hire or at the discretion of the Town of Cheshire.)
- Class 1 Water Distribution License
- Class 1 Water Treatment License
- Backflow Prevention Device Testing License
- Cross Connection Surveyor License (or obtain this license within eighteen (18) months from date of hire or at the discretion of the Town of Cheshire).

Physical Requirements:

Work requires frequent strenuous physical effort at times. Work may have to be performed under adverse conditions at all hours of the day. On-call always and may require working for an extended period in situations such as snowstorms, severe weather, main breaks, etc.

The physical demands described here are a representation of those that must be met by an employee to successfully perform the essential job functions of this job.

Non-Discrimination Clause:

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

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required. This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and/or requirements of the job change.

TOWN OF CHESHIRE

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OFFICE OF THE BOARD OF SELECTMEN

Meeting Minutes – November 1, 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 November 1, 2022, at 6:30 PM.

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

Others Present: Jennifer Morse, Town Administrator; Lynn Melchiori; Peter Traub; Michael Tatro, National Grid; Brian Duval, Building Commissioner; Brent Lancia, Co-Interim Highway Superintendent; Erica Girgenti, Family and Community Engagement Coordinator, HVRSD; Aaron Dean, HVRSD Superintendent.

Summary of Votes:

- Vote to approve National Grid & Verizon Pole Request 5-0
- Vote to appoint Brian Duval as Building Commissioner/Zoning Enforcement Officer 5-0
- Vote to approve ACO Agreement with the Town of Adams 5-0
- Vote to revise the Town Smoking Policy 5-0
- Vote to revise the Facilities Use Form as submitted 5-0
- Vote to approve a One-Day Liquor License for the Cheshire Rod & Gun Club – November 5th 4-0-1
- Vote to approve the Consent Agenda 5-0
- Vote to adjourn the meeting at 8:18 p.m. 5-0

M. Francesconi opened the Executive Session at 6:30 p.m.

Pole Hearing – Joint petition of National Grid and Verizon – Stafford Hill Rd

National Grid to install a (1) JO midspan pole 5-.5 on Stafford Hill Road at the point approximately 0 feet Northwest of the centerline of the intersection of pole 5 and Stafford Hill Road and continuing for approximately150 feet in the northwest direction, side of the road.
M. Francesconi called the hearing to order at 6:31, Michael Tatro of National Grid was present.
Mr. Tatro explained that the pole is for new construction and is located on the property side of the ditch. There were no questions from the audience.
A motion was made by M. Francesconi and seconded by R. Killeen to approve the petition of Verizon and National Grid for pole 5-.5 located on Stafford Hill Road.

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

Meeting with Hoosac Valley Regional School District Superintendent

Superintendent Dean distributed October 1st enrollment numbers sharing that the percentage shift is higher for Adams this year. He shared that the district has been having discussions with Adams and Cheshire regarding the future of the district. Erica Girgenti new Family and Community Engagement Coordinator discuss her new role sharing that a program has been put in place that makes her the first point of contact for families which includes tours of the school, paperwork, and screenings, providing access to services, peer mentoring, providing access to families.

R. Killeen suggested an internship program to engage students in municipal government. S. McGrath suggested programming in emergency services since volunteers are lacking across the board as well as working with the school on a summer youth program.

The Town Administrator asked if the district office could contact the bus company for a student attending Smith Vocational School, she will follow-up tomorrow for assistance. There was brief conversation about the towns responsibility to provide transportation for out of district students.

The Superintendent will attend a preliminary budget meeting in early December with the board, he did say it would be difficult to have numbers with a new governor in place and a house budget as late as March 1st.

Building Commissioner/Zoning Enforcement Officer Position

The Town Administrator started the conversation by thanking Brian Duval for stepping into place sharing that there have been no complaints and all prior issues are resolved. Mr. Duval explained that the town does not need an Assistant Building Commissioner just an alternate to act as the Commissioner in his absence. Discussion on the salary amounts for both positions being rolled into the Commissioner position and the need to increase the salary line and have an alternate in place for Fiscal Year 2024. Mr. Duval also noted that the fee structure would need to be revisited at a future meeting.

A motion was made by S. McGrath and seconded by J. Levesque to appoint Brian Duval as Building Commissioner and Zoning Enforcement Officer with the allotted salaries for both positions.

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

Board of Selectmen Discussion/Decision Items

a. Highway Department – Interim position - The Town Administrator shared that she, R. Killeen, and R. DeAngelis met with the Highway Department staff on Friday morning. The workers have stepped up and are working to ensure the equipment is ready for winter, roads are graded, patching is complete, and two culvert replacements on Brough Road are done. Discussion on appointing Corey Swistak and Brent Lancia as Co-Interim Superintendent until the board decides the future of the position and stipend for the additional duties.

   A motion was made by M. Francesconi and seconded by S. McGrath to appoint Corey Swistak and Brent Lancia as Co-Interim Highway Superintendent with a stipend pay of $250 weekly each.

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

   R. Killeen spoke to a highway worker regarding a lift for the garage noting that this would be to improve working conditions, suggesting that it could be purchased with ARPA funds. The other board members would like to figure out the direction of the department before purchasing a lift, it will be added to the list of potential capital expenses.

b. Financial Management Review

The Town Administrator shared that a meeting was held with the Assistant Assessor, Treasurer/Collector, Water Department Chair and S. McGrath to review the recommendations. Recommendations were reviewed by the board noting that more discussion will need to take place to implement many of the tasks.

1. Form economic development task force to address revenue restraints - Not immediate, 3-5 Years.
2. Phase out use of free cash as a funding source for the operational budget - 4-6 Years
3. Develop and maintain financial forecasting - The Town Administrator will be meeting with the DOR to put this into place prior to the next budget season.
4. Adopt financial reserve policy with prudent target amounts - Completed, review current target amounts.
5. Establish formal procedures for calculating Water Dept. indirect costs - Immediate
6. Set annual goals for the Town Administrator - Immediate
7. Review and organize general bylaws - Immediate for Annual Town Meeting adoption, the Board of Selectmen will review the bylaws at an upcoming workshop meeting.
8. Adopt personnel policies - Immediate for Annual Town Meeting adoption
9. Limit employee contracts – Immediate
10. Plan for consolidation of software - Long Term, contacting QDS regarding water collection software and treasurer will use VADAR cash book immediately in tandem with the excel spreadsheet.
11. Adopt bylaws to enhance collections - Immediate for Annual Town Meeting adoption
12. Transfer water bill collections to the Collectors Office – Immediate for Fiscal Year 2024
13. Appoint part time Assistant Treasurer/Collector – Immediate for Fiscal Year 2024
14. Convert to appointed Board of Assessors – Immediate for Fiscal Year 2024, BOA approves would like input on the appointment
15. Establish financial management team - Immediate first meeting at end of November. Team made up of a Water Commissioner, Treasurer/Collector, Accounting, Finance Committee Member, Assessor, Town Administrator and BOS member
16. Accountants provide the Treasurer/Collector with Preliminary Warrant – not an issue
17. Regularly reconcile cash and receivables during the year – Immediate work in progress
18. Implement direct deposit for all town employees - Immediate

c. Animal Control Officer Agreement with Town of Adams

A motion was made by M. Francesconi and seconded by S. McGrath to approve the Animal Control Officer agreement with the Town of Adams.

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

Motion Carries: 5-0

d. Smoking Policy Revision

A motion was made by M. Francesconi and seconded by J. Levesque to approve the revisions to the Smoking Policy.

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

Motion Carries: 5-0

e. 2023-2027 Comprehensive Economic Development Strategy Report/Public Comment

J. Levesque noted that a topic that kept coming up was Infrastructure County wide. Members have not read through the report in its entirety. The Town Administrator will put the report on the website so the public can make comment.

f. Youth Center request to install fence

M. Francesconi shared that she had met with Sonia and Corey and explained where the fence would be located. Questions about a portable fence option vs. permanent fence, other alternatives, and if it is a required fence.

g. Facilities Use Form/Kitchen Use

The Town Administrator shared that she had met with the COA Director and Kitchen Coordinator after the last meeting, and they have no concerns about the public using the kitchen for events. The form now includes directions for kitchen use, the fee was increased to $100 and a security deposit of $200 will be required.

A motion was made by S. McGrath and seconded by J. Levesque to approve the Facilities Use Form as revised.

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

Motion Carries: 5-0

h. Special Town Meeting Date- Sandmill Bridge Draft Layout

Discussion on having a Special Town Meeting after the holidays to adopt the bridge layout.

Town Administrator Updates

Cheshire Rod and Gun Club Liquor License – Revied 11/1/22 request for liquor license for November 5, 2022

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

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

Motion Carries: 4-0-1

Consent Agenda

A motion was made by M. Francesconi and seconded by J. Levesque to approve the Consent Agenda.

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

Motion Carries: 5-0

Minutes – October 18, 2022
Warrants - PR23-09-; AP23-10

Public Comment – None

Announcements from Board Members

R. DeAngelis would like to have a joint meeting with the Water Department to discuss the ongoing and upcoming projects as well as the Superintendent job description and reporting, it was agreed to invite them to the next meeting.

M. Francesconi inquired on the town moving to AT& T for town assigned cell phones noting that the reception was better than Verizon in many locations.

Adjournment

A motion was made by J. Levesque and seconded by M. Francesconi to adjourn the meeting at 8:18 p.m.
Roll Call Vote: R. DeAngelis – Yes; R. Killeen – Yes, M. Francesconi – Yes, S. McGrath – Yes, J. Levesque – Yes
Motion Carries: 5-0

Respectfully submitted,
Jennifer Morse
November 8, 2022

Document List

1. Meeting Agenda – November 1, 2022
2. Pole Hearing documentation
3. October 1st Enrollment Numbers from HVRSD
4. Draft Minutes – October 18, 2022
5. ACO Agreement with Town of Adams
6. Smoking and Tobacco Policy
7. BRPC's 2023-2027 CEDS Plan
8. Youth Center quote for fence
9. Town Facilities Use Form
10. Sandmill Bridge documents
11. COA Report
12. Massworks Grant Award notification

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 – October 27, 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 Thursday October 27, 2022 at 7:15 p.m.

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

Others Present: Jennifer Morse, Town Administrator; Robert Navin, Highway Superintendent; Michael Alibozek, Police Chief.

M. Francesconi opened the Executive Session at 7:15 p.m.

A motion was made by M. Francesconi and seconded by S. McGrath to enter executive session according to MGL Chapter 30A, Section 21 (a), Reason 1 to discuss the reputation, character, physical condition, or mental health rather than professional competence, of an individual, or discuss the discipline or dismissal of, or complaints or charges against, a public officer, employee, staff member or individual.
Roll Call Vote: R. DeAngelis – Yes; R. Killeen – Yes, M. Francesconi – Yes, S. McGrath – Yes, J. Levesque – Yes
Motion Carries: 5-0

Re-enter Regular Session at 7:40 a.m.
The Town Administrator, R. Killeen, and R. DeAngelis will meet with the Highway workers on Friday morning at 8:30 a.m. to discuss the Highway Superintendent parting ways with the Town. The next agenda will include discussion on a plan for the interim position.

Adjournment
A motion was made by J. Levesque and seconded by M. Francesconi to adjourn the meeting at 8:14 p.m.
Roll Call Vote: R. DeAngelis – Yes; R. Killeen – Yes, M. Francesconi – Yes, S. McGrath – Yes, J. Levesque – Yes
Motion Carries: 5-0

Respectfully submitted,
Jennifer Morse
November 7, 2022

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 Street **Town/City:** Cheshire **State:** MA

Telephone: 413-743-3550 **EMAIL:** sonia@youthcenterinc.org

Facility Requested:

X Cheshire School cafeteria

___ Cheshire School Field

___ Little League Field, School Street

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

___ Town Hall Park

___ Street(s) (Specify:_____)

___ Other (Specify:)

TOWN FACILITIES REQUEST FORM

Date(s) of Use: 12/10/22

Hour(s) of Use: 9-1

Requested Use: (please be specific as to the nature of the event)
Make it Take it Craft Fair

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

Number of Participants/Attendees: 75

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)	$ _____

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

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 Sonia DiSanti Date: 10/28/22

Applicant Name (Printed) Sonia DiSanti Date: 10/28/22

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

Signature: _____ Date: _____

Comments: _____

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

Signature: _____ Date: _____

Comments: _____

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

Signature: _____ Date: _____

Comments: _____

From: Pittore, Marcos (DCR)
To: Jennifer Morse
Cc: Howard, Jennifer (DCR); Dietz, Laura (DCR)
Subject: Notice of Interest in Conservation land. Please see below
Date: Wednesday, November 9, 2022 3:46:50 PM

November 9, 2022

Selectboard

Town Hall

Cheshire MA 01225

Dear Selectboard:

In keeping with the provisions of 301 CMR § 51.00, we would like to inform you that the Commonwealth of Massachusetts, acting through its Department of Conservation and Recreation (DCR, has under consideration the acquisition of an interest in one hundred ninety-one ± (191 acres in the Town of Cheshire.

The current owners have used the property for forestry and recreation. If acquired by the state, it will be added to the Mt. Greylock State Reservation for natural resource protection and outdoor public recreation. Enclosed is a locus map marked which shows the property in which DCR is interested.

The applicable regulations require the disclosure of the Commonwealth's reasons for the proposed land acquisition at a public hearing held in the city or town in which such real property is located. To comply with this requirement, we ask that the Selectboard announce that the Commonwealth is considering this acquisition for the above-stated purposes at its next regularly scheduled meeting. The Board does not need to take any formal action on its part. Please document the announcement in the Board's meeting minutes and reply to this email by copying and pasting the statement in the box below, filled out appropriately, in a reply email to me:

Certificate of Announcement pursuant to 301 CMR 51.08(2)

DCR #P-001020, Town of Cheshire

I, _____, Secretary of the Town of Cheshire, Massachusetts, do hereby certify that on, _____ 2022, it was announced at a public meeting of the Town Council that:

The Department of Conservation and Recreation may acquire an interest in a parcel of land located in Cheshire as shown on the attached locus map for conservation and/or recreation purposes.

Should DCR decide to pursue this acquisition, it may be necessary to complete the transaction in less than the 120-day notice period otherwise required. We therefore ask that you agree to waive the 120-day notice period, and indicate your waiver by cutting and pasting the statement in the box below filled out appropriately in a reply email to me:

120 DAY WAIVER STATEMENT

DCR #P-001020, Town of Cheshire

Pursuant 301 CMR 51.08(1)(b), I, _____, Chairman,_____, Selectboard, on behalf of the Board, hereby agree to waive the 120-day notice period as required by said section as to a parcel of land of approximately one hundred ninety-one acres in the Town of Cheshire, shown on Exhibit A attached hereto, in which the Department of Conservation and Recreation is considering acquiring an interest.

Should you have any questions regarding this matter, kindly contact Craig Cashman, Director of Government Affairs at Craig.R.Cashman@mass.gov. For your information, DCR has sent a similar notice to the Berkshire Regional Planning Commission and Representative John Barrett, III.

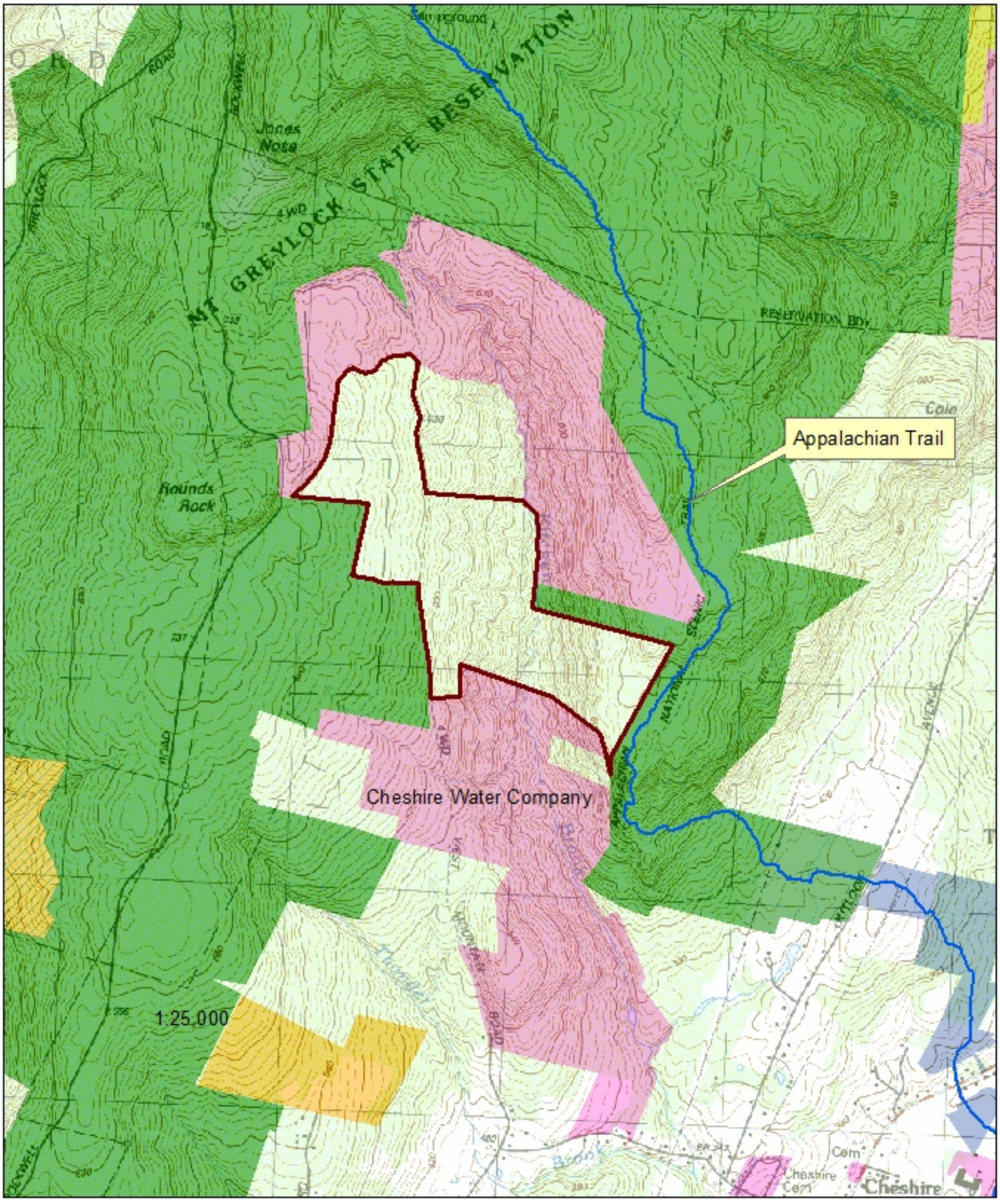
Thank you for your attention to this matter.

Very truly yours,

Marcos Pittore,
Asst. Gen. Counsel, DCR

617 285 9264
marcos.pittore@mass.gov

Exhibit A



1:25,000

Legend

Subject Property

N
W E
S

Cheshire Highway Department

Work Summary Oct 25-Nov 10

TUES– Leaf blowing with tractor, Road patching on Outlook/Fred Mason/Resevoir/West Mtn Rds, Indus began crack sealing (116/Wells)

WED – Indus Crack sealing (1 man traffic), Road patching on West MTN RD, Boat docks removed.

THURS – Patching on Greylock RD(6 tons), Graded/raked Pump house RD, Blew and raked leaves at school (circle), crack sealing (Wells RD) complete.

FRI – Leaf Blowing downtown, Checked Beaver issue on Nobody's RD, Met with Jennifer/Ron/Ray tons of patch on Harbor/Windsor RD.

NO WEEKEND CALL IN'S

MON – Leaf blowing on Stafford/Sandmill Hill/Upper Windsor, Graded/raked. Blacktopped police station, used remaining at town garage. Moved leaf pile at transfer station, smashed and ordered bin. Removed barriers from town hall, cleaned traffic trailer/organized, marked out Brough RD for dig safe.

TUES- Swept Stuart White RD, checked drainage. Set up dig safe account under Corey and had them dig safe 2 pipe replacements on Brough RD. Shelbourne Falls Highway came down to look at truck, Dumpsters smashed and excess trash was put in. Truck 3 sander chain (replaced pistons/bearings), Went to (NAPA tax ex form /Pittsfield welding (parts)/Fastenal (Bolts)

WED – Blew leaves and graded camp roads, moved cabinet from town hall to Annex, removed dead deer/porcupine from Wells RD, 6 ton of patch on Stuart White RD

THURS – Graded the school parking lot, Leaf blowing downtown/Harbor RD, 3 ton of patch on Stuart White RD (Complete), used remaining on 116 (temporary

curbing where washouts continue in S turns, Leaf pick up (Church ST/Church ST extension), Met with Mark from COndron about Stafford Hill/Ingalls RD removal of ledge, Repair work on T2 sander/camera wiring.

FRI – Cleaned FD basement (prep for new boiler), Cut dead limbs at FD, Went over Truck 2.0 (new wiring for sander/inspection prep), Fixed tire leak on F150 and inspection prep, Suzanne from AFLAC met with dept. at 1300, Made sprayer mount for hot box trailer/Christmas tree mount.

NO WEEKEND ISSUES

MON – Saw cut and removed driveway aprons on North State RD/Mill Hill RD (prep for cement company), Finished fixing wiring for T2 sander/ran and moved, Sign made for road work for Brough RD, Moved lights for school, smashed dumpsters

TUES – Regraded and rolled S turns on Richmond Hill, moved stove form Senior Center to highway break room, went through Dakota and brought both pick ups to Village for inspections, put winter tires on ford 550, went through connex box and threw away old (non useable) tires, fixed lights on radar trailer, leaves removed from transfer station/chipping of brush, fixed portable pump, removed down tree form E Main ST

WED – Prepared culvert pipe and moved to Brough RD, blew out blocked culverts with tanker (116/Outlook AVE/Curran RD), moved remaining gravel at yard, smashed dumpsters, prepping trucks for winter, looked at old bridge on Lanesboro RD by Quarry RD (pictures attached an emailed to JEN), looked at old bridge on Lanesboro RD by Quarry RD (pictures attached an emailed to JEN)

THURS – Leaf blowing on Curran/Greylock/ Outlook, Culvert pipe replacement on Brough RD

MICELLANEOUS

Good Evening,

Just a brief summary of things I have been working on in the office.

1. Set up new dig safe number

2. Names/Numbers for transfer station (Bin change outs)

3. Cleaning/organizing office, creating folders for each vendor and finding/placing receipts/paperwork in each folder

4. Going through bids (with JEN) to see where salt/sand can be ordered from. NOTE: Salt is full in shed/there are bivi and stone for gravel roads also. Need to order sand for residence and also to mix in with stone and bivi for gravel roads (we have not been using sand with that for 3yrs) it has been just stone or stone mixed with bivi.

5. Learning payroll/accounts payable