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 – November 29, 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 29, 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; Tom Francesconi, Fire Chief; Michael Alibozek, Police Chief; Brian Duval, Building Commissioner; Liseann Karandisecky, Council on Aging; Carol Francesconi, Council on Aging; Mal Gwozdz, Council on Aging; Barbara Proper; Council on Aging; Peter Traub, Council on Aging; Bob Balawender, Council on Aging; John Tremblay; IBerkshires; Lynn Melchiori; Jim Sullivan; Mark Biagini

Summary of Votes:

Approve FY23 Building Permit Fee Schedule as proposed	5-0
Approve SMRP Grant Award - $4,550	5-0
Approve Water Commissioners vote to have Water Superintendent report day-to-day operations to the Town Administrator/BOS	5-0

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

Department Head Quarterly Meeting

Police Department – Chief Alibozek gave an update on staffing, the new pole radar, new service weapons and training, body camera grants and the Animal Control agreement.

Building Department - Building Commissioner Brian Duval shared that all permits are up to date, noting that he has been busy with more new construction in Cheshire than the other communities that he works in. He also shared FY22 permit financial information and a proposed FY23 permit fee change. The fee will go from $15 per thousand which was high for the area to $5 per thousand with a minimum fee of $50.

A motion was made by J. Levesque and seconded by S McGrath to initiate the new fee schedule as submitted

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

Fire Department - Chief Francesconi shared that they have been very busy with fire prevention and inspections. Dollar General has been closed for two major fire code violations until remediated, they also have other violations that need to be recertified in thirty days, they will need to be inspected every three months moving forward. The Junior Fire Department is up to six members and there are twenty active Fire Department members, there are currently three members taking the EMT class to be completed in the next couple of weeks. The wildland fire gear has been ordered; funds are from the AFG award. Apparatus is all in working order, the 2003 engine and 1991 tanker are the oldest in the fleet, future capital may possibly replace both apparatus with one combination truck.

Radio Update – After finding out the Berkshire County Dispatch was moving to the 800 system, the bid for radios was withdrawn as the radios would be obsolete. A proposal was presented for a five-year lease agreement for three band radios that would outfit the Fire Department. The Town will request additional information from the vendor on out right purchasing and end of lease buy outs.

Buildings - The Town Administrator presented the update. Elementary School lighting and café heating projects are complete. Green Communities gave the approval for the Annex Weatherization, Police Station Weatherization and Police Station Heat pumps. The Fire Department boiler will be installed in the next few weeks.

Consent Agenda

A motion was made to approve the consent agenda except for the minutes of November 15, 2022.
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Yes, S. McGrath – Yes, J. Levesque – Yes, M. Francesconi- Yes

Minutes – November 15, 2022 – Tabled
Warrants - PR23-11-; AP23-12 - Approved

Board of Selectmen Discussion/Decision Items

a. Cheshire 2022 SMRP Grant Award- $4,550. *A motion was made by J. Levesque and seconded by S. McGrath to accept the Sustainable Materials Recovery Grant award in the amount of $4550.*
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Yes, S. McGrath – Yes, J. Levesque – Yes, M. Francesconi- Yes

b. Water Commissioner Vote - The Town Administrator shared that the Water Commissioners voted on November 22, 2022, to have the Water Superintendent report to the Town Administrator for day-to-day operations.
A motion was made by R. DeAngelis and seconded by S. McGrath to accept the vote of the Water Commission.
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Yes, S. McGrath – Yes, J. Levesque – Yes, M. Francesconi- Yes

The Town Administrator shared a meeting was held with the Water Superintendent regarding his work hours and benefitted time. The Water Superintendent is requesting to go hourly instead of salary, the Town Administrator will draft up procedures for approval at a future meeting.

Town Administrator Updates

a. December 2022- June 2023 regular and joint meeting schedule
b. FY24 Operational Budgets - Budgets have gone out to most departments and are due back to the Town Administrator Office by January 15, 2023.

Announcements from Board Members

J. Levesque requested that a Verizon Wireless Representative be invited to a future meeting to discuss service in town. It was noted that residents have the option of changing carriers if they are unhappy with services. The Board would like to extend the invite to discuss overall town coverage.

M. Francesconi mentioned that Department Heads should be contacted with questions and concerns prior to Board of Selectmen involvement.

Council on Aging – Use of Community Center

Council on Aging Chair, Carol Francesconi and members of the board joined to request open communication regarding the use of the center. Carol shared that grant funds purchased tables, chairs, kitchen utensils, kitchen refrigerator and the dishwasher and there is concern about damages during rentals. It was noted that the heating table does not belong to the Town but elder services. The Town Administrator shared that she had met with Council on Aging staff, who are SERV safe certified and implemented kitchen use guidelines into the facilities use form and that the dishwasher would be shut down prior to any rentals. The Town Administrator shared that two events happened over the Thanksgiving holiday, trash was removed after the Thanksgiving Day event and the building was checked on Friday. Same thing with the rental on Sunday, communication between the Town Administrator and Council on Aging staff happened first thing Monday morning to ensure there was no damages.

There was discussion regarding the roles and responsibilities of the Council on Aging and S. McGrath read the duties from the matrix provided by the MCOA. Carol stated that they would like input on major decisions regarding the center. The Town Administrator asked that the Chair put a standing item on the agenda for updates between the Town and the COA and that she will make every effort to attend, further she stated that she has been working with the COA director to bridge the communication between the Town and the Council on Aging by attending events and serving lunch with department heads. Liseann Karandisecky new to the board noted that there are a lot of gray areas about the role of the COA.

Adjournment

A motion was made by J. Levesque and seconded by R. DeAngelis to adjourn the meeting at 8:15 p.m.
Roll Call Vote: R. DeAngelis – Yes, R. Killeen – Yes, S. McGrath – Yes, J. Levesque – Yes, M. Francesconi- Yes

Respectfully submitted,
Jennifer Morse
December 7, 2022

Document List

a. Meeting Agenda – November 29, 2022
b. Building Permit Fees – Draft
c. SMRP Grant Award Letter
d. Board of Selectmen Meeting Schedule
e. FY24 Budget Memo
f. COA Monthly Update – October
g. Highway Department Update

Approved: December 13, 2022

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OFFICE OF THE BOARD OF SELECTMEN

Board of Selectmen

Meeting Agenda – November 29, 2022
6:30 PM

Cheshire Elementary School – Cafeteria

1. *Open Regular Meeting, Introductions, Pledge of Allegiance*
2. *Department Head Quarterly Meeting – Each Department Head will give a brief update on department operations and upcoming projects*
3. *Fire Department Communications - Tom Francesconi*
4. *Building Permit Fees – Brian Duval*
5. *Community Center/Center for Active Living Use – Council on Aging*
6. *Consent Agenda*

Minutes – November 15, 2022
Warrants - PR23-11-; AP23-12

7. *Board of Selectmen Discussion/Decision Items*
   a. *Cheshire 2022 SMRP Grant Award*
   b. *Water Superintendent Oversight and Job Description*
8. *Town Administrator Updates*
   a. *December – January Meeting Schedule*
   b. *FY24 Operational Budgets*
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 11/22/22 at 5:24 p.m.

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

TOWN OF CHESHIRE, MA BUILDING DEPARTMENT

Building Permit Fee Schedule (proposed)

Minimum Permit Fee: $50.00 Maximum Permit Fee: $10,000.00

Permits are required for:

In general, permits are required for, but not limited to, new construction, additions, detached accessory structures, pools, solid fuel burning appliances, Solar work, alterations and work such as roofing, siding, insulation, replacement of doors & windows, and heating equipment installation and ductwork

The fee will be calculated at a rate of $5.00 per $1,000.00 of the cost of the work involved on the signed contract. As required under MGL.c142A.2 a copy of the contract shall be provided to the Building Official prior to the issuance of any permit under this section upon request.

Residential and Commercial work - $5.00 per $1,000 - $50 minimum

Solid Fuel Burning Appliances - $50 – flat fee

Swimming Pools – Private above ground pool - $50 - flat fee

Private in ground pool - $75 - flat fee

Public pools - $100 - flat fee

Tents (where size requires a permit) - $50 plus $10 for every additional tent.

Fences over 7' tall and Retaining walls holding more than 4' of earth - $50 – flat fee

Demolition Residential and Commercial: 500sq/ft or less - $50 – flat fee
500sq/ft – 2,000sq/ft - $75 – flat fee
Over 2,000sq/ft - $100 – flat fee

Signs - $50 for up to $500 cost of the sign, $100 for over cost of $500 (including installation)

Certificate of Occupancy/Home Occupations – Commercial and Residential - $50 – flat fee

Periodic Inspections – (as required by 780CMR table 110) - $75 - Schools and Churches - $40

Plan examination fee – Minimum $150 Maximum - $250

A plan examination fee shall be assessed when plans and specifications and/or an existing building review is submitted to the Building Department for review and comment for any project. This does not apply to any 1 or 2 family dwellings deemed "typical" by the Building Official. This does apply to 1 and 2 family dwellings deemed "atypical" and require special engineering.

The Building Official will determine the plan examination fee at the time of submission based upon:

Size and complexity of the project
The time it will require to review such project
The time required to research and prepare comments based on the MA State Building Codes
And the town's zoning By-laws.

Note - WORK STARTED WITHOUT FIRST OBTAINING A PERMIT WILL BE CHARGED DOUBLE THE CALCULATED FEE

We have prepared a quote for you

Managed Services Viking Portables and Mobiles with Minitor VI Pagers

Quote # 006184 v2

Prepared for:

Town of Cheshire

Tom Francesconi
TFrancesconi@cheshire-ma.gov

Prepared by:

Goosetown Communications

Jerry Ables
jables@goosetown.com

58 N. Harrison Avenue • Congers, NY 10920
(888) 466-7386 • FAX (845) 268-5345

Contract Header

This Rental agreement is entered into by Goosetown Enterprises, Inc (Rentor) a New York Corporation having its principal office at 58 N. Harrison Ave Congers, NY 10920 and **Town of Cheshire** (Renter) a **MA** Business or Agency having its principal office at **80 Church Street , Cheshire, MA 01225**. The agreement is for the following equipment and services as set forth below.

Recurring

Description		Recurring	Qty	Ext. Recurring
Contract includes **Leather Cases And Straps** Shoulder Mics Included Programming Installation And Removals of Mobiles **Replacement Radios and Pagers when needed.**				
Rental-VP8000	**Rental of Kenwood/EF Johnson Viking VP8000 Series Portable Radio VHF-7/800 MHz.** Rental of Kenwood/EF Johnson Viking VP8000 Series Portable Radio	$110.00	18	$1,980.00
Rental-VM7000-DUAL-1HEAD	**Rental of Kenwood/EF Johnson Viking VM7000 Dual Band VHF-7/800 MHZ. Mobile with single remote head** Rental of Kenwood/EF Johnson Viking VM7000 Dual Band Mobile with single remote head	$110.00	7	$770.00
Rental-VM7000-DUAL-2HEAD	**Rental of Kenwood/EF Johnson Viking VM7000 Dual Band VHF-7/800 MHz. Mobile with dual remote heads** Rental of Kenwood/EF Johnson Viking VM7000Dual Band Mobile with dual remote heads	$120.00	1	$120.00
Rental-MINITOR VI	**Rental of Motorola Minitor VI Pager** Rental of Motorola Minitor VI Pager	$11.00	20	$220.00
			Monthly Subtotal:	**$3,090.00**

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Terms and Conditions

The rental rate is as described in the Rate and Duration table below, commencing on the first day of the month following the date of installation of the equipment. Either party may cancel this agreement by giving 30 days written notice of cancellation.

Goosetown will install the equipment within 120 days after the date of this agreement. Goosetown shall not be liable for delays in delivery due to causes beyond its reasonable control including acts of God, acts of the Renter, war, fire, strikes, or delays in transportation between suppliers and Repeater.

Payments will be made monthly, in advance, upon billing by Goosetown for each period for the term of the agreement. The first payment shall consist of a three month non-interest bearing deposit plus the first month's payment. The deposit may be deducted from the balance of the last three remaining payments. All payments are due, for equipment in proper operating condition, whether or not said equipment is in use by Renter. If any rent payment is not received for a period of sixty (60) days or more after becoming due, Renter shall be considered in default of this rental agreement. Goosetown will provide written notice of such default, and may take possession of all rented equipment without further notice. Goosetown's repossession of equipment shall not limit Goosetown's rights under this agreement. Renter will be responsible for any and all physical damage excluding normal wear and tear to the equipment. All equipment covered by this rental agreement will be installed, maintained and repaired exclusively by Goosetown or its designee. Renter agrees to pay full replacement cost for any equipment that is lost, stolen or damaged beyond repair. At the termination of the rental, Goosetown shall remove all of the equipment from the Renter's property. Since the renter is not renting equipment with specific manufacturer's serial numbers, Goosetown will mark all rented equipment with Goosetown's mark. The returned equipment must bear Goosetown's original mark and be a serial number in Goosetown's inventory.

_____ Initial

Term and Termination: The term of this Agreement will begin on the first of the month following the installation of the radios and will continue unless earlier terminated by either party until such time, if ever, that the FCC revokes any authorizations held by Goosetown or its affiliates. Either party may terminate this Agreement at any time for any reason upon 30 days written notice to the other party or upon verbal notice from the User confirmed in writing by Goosetown.

_____ Initial

Service Area: Renter acknowledges that one hundred percent (100%) coverage of any area at all times is not probable. Experience with actual field conditions and from tests made indicate adverse propagation conditions such as short term meteorological effects and interference from distant stations can interrupt service at times. Renter acknowledges that tests were made prior to selecting the system and that coverage meets expectations.

_____ Initial

Interruption of Service: Goosetown Enterprises, Inc. its affiliates or agents shall assume no liability under this agreement for failure to provide, or delay in providing service due directly or indirectly to causes beyond the reasonable control of Goosetown including but not limited to, acts of God or governmental entities, acts of renter, war, fire, flooding, strikes, unusually severe weather, delays in transportation or public enemy strikes.

_____ Initial

Ownership: All equipment installed by Goosetown or its agents shall at all times remain property of Goosetown. Renter agrees to insure against all loss and theft of such equipment. In the event Renter wishes to cancel service, all equipment must be returned to Goosetown at the Renter's expense. Any equipment not returned and or deemed lost or stolen will be the Renter's responsibility to repair or replace. It is further agreed to and understood that Goosetown and its designee shall be the only parties authorized to work on equipment listed in this agreement. Customer further agrees to and understands that the network this equipment is operating on is property of Goosetown or its affiliates and no unauthorized use of the network is permitted under this agreement. This includes outside parties programming radios and or modifying units to operate on any external PTT sources including but not limited to broadband PTT applications not authorized by Goosetown.

58 N. Harrison Avenue • Congers, NY 10920
(888) 466-7386 • FAX (845) 268-5345

Terms and Conditions

_____ Initial

Failure To Pay: If Renter fails to pay any amount or other amount herein provided or fails to observe, keep or perform any other provision of this rental agreement required to be observed, kept or performed by Renter or abandons the equipment or is served with process in an action or proceeding in bankruptcy receivership or insolvency: or enters into any arrangement or composition with its creditors: or judgment is obtained against Renter, then in any such event Goosetown and its authorized agents are expressly authorized to enter upon Renters premises and remove said equipment without liability for damage caused by said entry and without prejudice to Goosetown's rights to receive rental amounts here-under and to Goosetown's remedies upon breach provided herein by law.

_____ Initial

Revisions / Additions / Rates: Units may be added or subtracted during the term of this agreement so long as such requests are made in writing by the Renter. Changes will be made to the monthly invoice accordingly and will represent the modification of this initial agreement.

_____ Initial

Purchase Option & Insurance: It is agreed to and understood that there is no purchase option associated with this rental agreement. All equipment listed in this agreement shall at all times be the property of Goosetown. At the request of the Goosetown, Renter shall provide proof of insurance and/or list Goosetown as loss payee for the equipment associated with this rental.

_____ Initial

Entire Agreement: This document represents the entire understanding of the parties and supersedes all oral discussions and agreements. The laws of the State of New York, County of Rockland, shall govern this document.

_____ Initial

58 N. Harrison Avenue • Congers, NY 10920
(888) 466-7386 • FAX (845) 268-5345

Managed Services Viking Portables and Mobiles with Minitor VI Pagers

Prepared by:	Prepared for:	Bill To:
Goosetown Communications	**Town of Cheshire**	**Town of Cheshire**
Jerry Ables	80 Church Street	PO Box 647
(888) 466-7386	Cheshire, MA 01225	Cheshire, MA 01225
FAX (845) 268-5345	Tom Francesconi	Jennifer Morse
jables@goosetown.com	(413) 743-1690	(413) 743-1690
	TFrancesconi@cheshire-ma.gov	JMorse@cheshire-ma.gov

Quote Number: 006184 •**Version:** 2 • **Quote Date:** 11/28/2022 •**Expiration Date:** 12/13/2022

Monthly Expenses Summary

Description	Amount
Recurring	$3,090.00
Monthly Total:	**$3,090.00**

Rate and Duration

Description	Payments	Interval	Amount
Payment Terms - 5 Year			
5 Year Monthly	**60**	**Monthly**	**$3,090.00**

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Summary of Selected Payment Options

Description	Amount
Payment Terms - 5 Year: 5 Year Monthly	
Selected Recurring Payment	$3,090.00
Total of Recurring Payments	**$185,400.00**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Goosetown Communications

Signature: _____

Name: David Gottlieb

Title: Executive Vice President

Date: _____

Town of Cheshire

Signature: _____

Name: _____

Title: _____

Date: _____

OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

November 15, 2022

Dear Ms. Jennifer Morse,

Congratulations! I am pleased to notify you that the Town of Cheshire has been awarded a Sustainable Materials Recovery Program grant in the amount of $4,550. I want to thank you for your commitment to reducing waste and increasing recycling for the benefit of our communities and the environment.

Enclosed you will find further instructions from the Department of Environmental Protection on next steps. Please feel free to contact Janine Bishop at Janine.Bishop@mass.gov if you have any questions.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

From:	Pare, Janice (DEP)
To:	Jennifer Morse
Cc:	lcernik@nbswmd.com; swaitewmassmac@gmail.com
Subject:	Congratulations! Cheshire 2022 SMRP Grant Award
Date:	Tuesday, November 15, 2022 9:55:41 AM
Attachments:	image001.png Cheshire Spring22 RDP Contract.pdf Cheshire 2022 SMRP Grant Award Letters.pdf Spring22_RDP_Checklist.pdf

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Dear Municipal Recycling Official,

Happy America Recycles Day! We are pleased to inform you that your municipality has been awarded a Sustainable Materials Recovery Program (SMRP) Municipal Grant from the Massachusetts Department of Environmental Protection. The terms and conditions of your grant are outlined in the attached award documents. Please sign and return via email the attached RDP Contract as per the instructions provided on the Grant Checklist.

Should you have any questions, please email Janine Bishop, Grant Manager for the SMRP Grant Program.

Congratulations and thank you for the work you do to reduce waste, reuse, and improve recycling in the Commonwealth.

MassDEP
Municipal Waste Reduction Branch



Are you recycling right? Find out:
https://www.recyclesmartma.org

Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Bethany A. Card
Secretary

Martin Suuberg
Commissioner

November 15, 2022

Ms. Jennifer Morse
Town Administrator
Town of Cheshire
84 Church Street
Cheshire, MA 01225

Dear Ms. Morse,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the Town of Cheshire Recycling Dividends Program funds under the Sustainable Materials Recovery Program. The Town of Cheshire has earned 13 points and will receive $4,550.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. We are awarding over $4.2 million in SMRP funding to 270 municipalities and regional groups in this round of funding.

Recycling programs play a vital role in limiting our dependence on landfills and incinerators, reducing greenhouse gas emissions and supporting economic activity in the Commonwealth. Recycling Dividend Program (RDP) funds foster investment in local programs including recycling equipment, organics diversion, outreach and education, pilot programs, school recycling, toxics reduction and more. Please refer to the RDP Approved Expenses List for more information. MassDEP has invested in developing nationally recognized tools to assist municipalities with reducing recycling contamination and improving public awareness of smart recycling practices. We encourage you to utilize the Recycling IQ Kit and Recycle Smart MA website and to consult with your MassDEP Municipal Assistance Coordinator for assistance in implementing these best practices.

To accept your grant award, please sign and return the attached RDP Contract via email before January 15, 2023. After we receive your signed RDP contract, funds will be sent to your community. See the enclosed checklist for further instructions related to your RDP grant. Should you have any questions, please email Janine Bishop at Janine.Bishop@mass.gov.

Thank you for your continued commitment to recycling and waste reduction in Massachusetts.

Sincerely,

Martin Suuberg
Commissioner

cc: Linda Cernik, Program Coordinator

SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL

RECYCLING DIVIDEND PROGRAM CONTRACT ("RDP Contract")
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION ("MassDEP")
AND THE Town of Cheshire ("Municipality")

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Municipality a Sustainable Materials Recovery Program grant under the Recycling Dividends Program ("RDP"). The Municipality has earned a payment of $4,550.

The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns based on the *2022 Details: Recycling Dividends Program and* number of residents served as described below. RDP provides an incentive for municipalities to improve their recycling programs by implementing best practices and rewards communities with model recycling and waste reduction programs.

Duration: The term of this Contract shall be in effect until the municipality has expended all RDP funds and reported to MassDEP on use of funds.

RESPONSIBILITIES OF THE MUNICIPALITY

1. Authority: The Signatory of this RDP Contract is authorized by the governing body of the Municipality to enter into this Contract on behalf of the Municipality and apply for and accept funds on behalf of the Municipality.

2. Commonwealth Terms and Conditions: The Municipality shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Municipality's executed Master Service Agreement.

3. Failure to Comply: If, in the judgment of MassDEP, the Municipality fails to comply with any of its responsibilities identified in this Contract, then, at the election of MassDEP, (a) the Municipality shall repay the RDP funds to MassDEP within 90 days; and/or (b) title to all materials purchased with the RDP funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Municipality not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Municipality of any such failure to comply. Such notice may provide a time period and manner for the Municipality to cease or remedy the failure. Such notice from MassDEP of any such failure by the Municipality is not a precondition to MassDEP's right to select options (a), (b), and/or (c) above. The Municipality shall follow the instructions of MassDEP regarding possession of the materials purchased with RDP funds. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Municipality shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.

4. Recycling in Practice: The Municipality has established paper, bottle and can recycling in all municipal buildings, offices and meeting spaces, including schools. The Municipality shall continue such paper, bottle and can recycling during the term of the RDP Contract.

5. Notification of Buy Recycled Policy: The Grantee has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and distributes an annual notification of the Buy Recycled Policy, ordinance or by-law to all staff, department heads and employees with purchasing authority. This notice should be sent from the Mayor, Board of Selectmen, Town Manager, Town Administrator, or Chief Purchasing or Procurement Officer; and should include specific language encouraging the purchase of recycled products as it supports municipal recycling collection programs, recycling markets, and supports closed loop recycling. The Grantee shall submit the annual notification to MassDEP on or before February 15th during the term of the Grant. Failure to submit by this deadline will result in the loss of an RDP point.

SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL

6. RDP Payment Calculation: MassDEP has calculated the RDP Payment using the table below which shows payment brackets based on the number of households served by the municipal solid waste program and the point value for each bracket. *See Details: Recycling Dividends Program guidance document for additional information on point value.*

RDP Payment Brackets

# of Households that Receive Trash Service Provided by the Municipality	Point Value Basic Level 1-9 pts.	Point Value Advanced Level ≥ 10 pts. or RDP EJ Populations
0 - 1,999	$245	$350
2,000 - 4,999	$420	$600
5,000 - 7,499	$770	$1,100
7,500 - 9,499	$910	$1,300
9,500 - 12,499	$1,260	$1,800
12,500 - 16,999	$2,100	$3,000
17,000 - 24,999	$2,450	$3,500
25,000 - 31,999	$2,800	$4,000
32,000 - 99,999	$4,550	$6,500
100,000 +	$7,000	$10,000

7. Program Criteria: The Municipality, through its RDP application, certifies that all points earned are for programs that were in place between July 1, 2021 and June 30, 2022 and that these programs fully meet the performance standard set forth in the *2022 Details: Recycling Dividends Program guidance document.*

8. Use of Funds: RDP Payments shall be expended on activities and programs listed on the Approved Spending Categories for Recycling Dividends Program and Regional Small Scale Initiative Funds, *to* enhance the performance of the Municipality's waste reduction programs. Use of a dedicated account is recommended. Funds may be carried over to future years and accumulated to fund a larger eligible expense or project. Planned use of funds shall be noted on the Annual RDP Spending Report. However, MassDEP may delay future RDP payments if municipality is not expending funds.

9. Record Keeping: The Municipality shall be responsible for keeping documentation (i.e. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, number of items purchased and shipping costs if any) by calendar year, of how RDP funds were expended and the remaining balance of RDP funds. MassDEP may conduct record audits to ensure compliance with this Contract.

10. Reporting: By February 15th of each year, for the duration of the Contract, the Municipality shall submit the annual Recycling and Solid Waste survey and the RDP Spending Report through its ReTRAC Connect™ account. Submission of the Annual Notification of Buy Recycled Policy as described in condition 5. above is also required. Failure to comply with these reporting requirements will result in the loss of one RDP point and may jeopardize future grant awards and RDP payments.

11. Environmental Compliance: The Municipality understands receipt of RDP funds from MassDEP does not in any way imply that the Municipality is in compliance with applicable environmental regulations. This Municipality shall not be construed as, nor operate as, relieving the Municipality or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Municipality's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.

12. Addendums: Should MassDEP award additional RDP funds, an addendum to the Contract shall be provided to the Municipality. The same terms and conditions apply to the addendum.

SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL

13. RDP Payment Calculation:
The Municipality's payment has been calculated as follows:
(NET RDP POINTS EARNED) x (VALUE OF EACH POINT)

a. Bulky Items	2
b. Center for Hard to Recycle Materials	2
c. Curbside Recycling Regulation	0
d. Diversity, Equity, and Inclusion	0
e. Household Hazardous Waste	0
f. Organics	1
g. Recycling Center Access	0
h. ReUse Programs	0
i. Solid Waste Reduction	4
j. Textile Recovery Initiative	1
k. Outreach and Education	1
l. Yard Waste	2
TOTAL RDP POINTS EARNED	13
POINT DEDUCTED DUE TO LATE SUBMISSION	N/A
NET RDP POINTS EARNED	13
VALUE OF EACH POINT	$350
RDP PAYMENT AMOUNT	$4,550

IN WITNESS WHEREOF, MassDEP and the Municipality hereby execute this Contract.

COMMONWEALTH OF MASSACHUSETTS

By: _____ _____
John Fischer, Deputy Division Director **Date**
Bureau of Air and Waste
Department of Environmental Protection

Town of Cheshire
Municipal Official(s) Authorized to sign: **Town Administrator, Chair Board of selectmen**

By: _____ _____ _____
Signature **Title** **Date**

_____
Print Name

Board of Selectmen Meeting Schedule (December – June)

Day	Date	Time	Meeting Type
Wednesday	December 7	7:00 PM	Workshop – School
Tuesday	December 13	6:30 PM	Regular Meeting
Tuesday	January 3	6:30 PM	Regular Meeting – No Warrant
Wednesday	January 11	7:00 PM	Regular Meeting
Wednesday	January 25	7:00 PM	Regular Meeting
Wednesday	February 8	7:00 PM	Regular Meeting
Tuesday	February 21	6:30 PM	Regular Meeting
Tuesday	February 28	6:30 PM	Joint Meeting – Budget Hearings
Tuesday	March 7	6:30 PM	Regular Meeting
Tuesday	March 14	6:30 PM	Joint Meeting – Budget Hearings
Tuesday	March 21	6:30 PM	Regular Meeting
Tuesday	March 28	6:30 PM	Joint Meeting- Budget Hearings
Tuesday	April 4	6:30 PM	Regular Meeting
Tuesday	April 18	6:30 PM	Regular Meeting
Tuesday	May 2	6:30 PM	Regular Meeting
Tuesday	May 16	6:30 PM	Regular Meeting
Tuesday	May 23	6:30 PM	Budget Presentation – School
Wednesday	May 24	Noon	Budget Presentation – Senior Center
Tuesday	May 30	6:30 PM	Regular Meeting
Monday	June 12		Annual Town Meeting
Tuesday	June 13	6:30 PM	Regular Meeting
Tuesday	June 27	6:30 PM	Regular Meeting

TOWN OF CHESHIRE

80 CHURCH STREET | CHESHIRE, MASSACHUSETTS 01225
PHONE (413) 743-1690 X.18 | EMAIL: JMORSE@CHESHIRE-MA.GOV
WWW.CHESHIRE-MA.GOV

OFFICE OF THE TOWN ADMINISTRATOR

MEMORANDUM

TO: All Departments, Committees, and Boards

FROM: Jennifer Morse, Town Administrator

DATE: November 15, 2022

RE: FY2024 Budget Preparation

This memo outlines the process and deadlines for the FY2024 Budget Season and 2023 Annual Town Meeting. **Please mark your calendars with the various deadlines.**

The Board of Selectmen will prioritize spending according to resources and needs.

OPERATIONAL BUDGETS

Operational Budget forms will go out the week of November 15, 2022. **Operational budgets are due January 15, 2023.**

Please keep the following in mind when preparing Operational Budget requests:

1. **All budgets must be submitted on the forms provided.** Departments should submit operational budgets using the budget sheet provided, please contact the Town Administrator.
2. Please **include a budget outline** and any backup documents along with the Budget Forms. Budget changes such as adjusting for increases/decreases due to materials pricing, may be minimally explained on the budget sheet.
3. Expense accounts **MUST** be itemized, please use an additional sheet if needed.
4. **PLEASE DO NOT FILL IN SALARY AMOUNTS!**

CAPITAL BUDGET

The Town has been working with BRPC on a Capital Improvement Plan, if you have a Capital Project that you have not submitted previously, please contact me ASAP.

Budget Timeline

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

October, we served 366 meals. (Up 11 from last month)

I have 3 kitchen volunteers that work all 3 in person sit down meals (1 of which does all 5 days) and 4 volunteers that help 1-2 days a week and 3 that help when they can. Their hours range from 5-30 hours a month. ($71.25-$427.50@14.25 per hour)

Anne (Van Driver) has 12-18 unduplicated riders each month with many going every week.

Hours

Phone calls range daily from 9-15 and even more than that with upcoming CHP/COVID vaccine questions (10 min-1 hour daily)

Email- (30 min daily)

Kitchen Assistance (calling in orders, supplies, handing out and serving lunches) and chatting with participants. (2 hours daily)

Weekly Facebook updates for meals and events /emails sent to add to Fire Station Board, iBerkshires, Eagle etc. (2 hours weekly)

Managing signup sheets for multiple upcoming events/ticket distribution/money handling (Radio City, Colonial, Wreath Making, Foot Clinic, Veteran's Day Event at Hoosac etc.) Including signups for van riders as well and promoting (2 hrs. weekly)

Outreach (2 hrs weekly)

<u>Outreach</u>

(1) Mass Health Assistance

(16) Mobile Health Van calls inquiring about new COVID vaccine eligibility/information new booster

(2) Calls to inquiry about homebound seniors getting flu vaccine in home

(2) Brown Bag participant removal

(1) IRA photo ID submission

<u>Events</u>

CHP Mobile Health Van Wednesday November 16th 10-12

Foot Clinic Thursday Nov 17th starting @ 8:30 (12 people are signed up)

November 21 (Monday) Brown Bag 11:30-12:30

Wreath Making with Nancy November 29th @ 1 (No BINGO this day)

December 11th Christmas Tea 2 p.m.

December 12th Candy Christmas Tree Making 12:00

December 18th Colonial Theater Christmas Show (Come Home for The Holidays) 2 p.m.

(5 Tickets Left)

<u>Reoccurring events</u>

Bingo every Tuesday at 12:30

Quilting with Betty 2nd and 4th Thursday of the month 1:00-3:30

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

Chair Yoga Every Friday from 10-11

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

Pitch League every Tuesday @6:30 pm

Highway Weekly Activity 11/14-11/25

Monday - Used 1 person for traffic control on 116 (rotated), Replaced a culvert pipe on Brough RD, started setting up plows and sanders on trucks.

Tuesday – Used 1 person for traffic control on 116 (rotating), Put remaining plows and sanders on trucks and checked. Called in everyone at 2000hrs for treating and scraping the roads.

Wednesday – Called in everyone for 0500hrs for treating and scraping the roads. Organized the connex box and put boat/radar trailer in. Organized the garage and put grader inside for the winter along with tractor attachments.

Thursday – Treated roads in higher elevations due to snow squall, brought truck 10 to Westfield for 3 recalls from manufacturer, Old Ford F550 to Zwack (ordered new sander control due to old one not working and unable to get parts for it). Put snow tires on Truck 3 and snowblower and salter on the tractor.

Friday – 1 person (rotating) for traffic control on 116, Moved blocks and made new residence sand bin, Returned batteries that were no good to NAPA and picked up plow lights for truck. Placed dangerous intersection signs on Wells RD and Stafford Hill, Put studded snows tires on truck 1

Sunday – Called in 3 at 2100 for treating roads from snow squalls

Monday – 1 person for traffic control on 116 (rotating), Went to RIBCO/Home Depot for supplies, Painted new truck boards, Fixed lighting on T5, smashed dumpsters and moved leaves at transfer

station, unloaded and hosed off trucks, and picked up a dead tree on Lanesboro RD.

Tues – 1 person on 116 for traffic control, finished up lighting on truck 5, picked up T10 in Westfield, picked up leaves at senior center, placed loam at cheese press, washing vehicles, picked up new sander module at Zwacks.

Wednesday – Moved boxes from senior center to town hall, desk from senior center to school, desk from Annex to the senior center and removed picnic table from town hall. Went to West Mtn road and picked up the town Christmas bush, started working on T2.0 on sander control replacement.

Thursday/Friday – Off for Holiday

NOTES:

Did the bills, payroll, and weekly notes.

Drilling was completed (Monday) on route 116

Sand has been delivered for residence and also the roads

Picked up new blades for plow trucks and water cooler for the shop

Been working on trucks (repairs on sander controls, new boards for bigger trucks, general maintenance)

Met with Jen/Corey to discuss and come up with plan for the parking lots

Condron will be the extra truck (over 3" of snow we will call them in)