TOWN OF CHESHIRE

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

WWW.CHESHIRE-MA.GOV

OFFICE OF THE BOARD OF SELECTMEN

Board of Selectmen

Meeting Minutes – June 27, 2023

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 Community House) on Tuesday June 27, 2023, at 6:30 PM

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

Others Present: Jennifer Morse, Town Administrator; Corey McGrath, Facilities Manager; Peter Traub; Lynn Melchiori; Stephen Dravis (I Berkshires); Whitney Flynn; Brent Lancia, Co-Interim Superintendent.

Summary of Votes:

- Vote to hire Whitney Flynn as Municipal Clerk/Asst. Treasurer & Collector 5-0
- Vote to approve the Consent Agenda 5-0
- Vote to rename the Elementary School to Cheshire Community House 5-0
- Vote to rename the Cheshire Community Center to Cheshire Senior Center 5-0
- Vote to appoint Kellie Lahey to the Board of Assessors until the next Annual Election 5-0
- Vote to adjourn at 7:49 p.m. 5-0

S. McGrath opened the meeting of the Board of Selectmen at 6:30 p.m.

Municipal Clerk/Assistant Treasurer & Collector Position

S. McGrath shared that two applicants were interviewed for the position of Municipal Clerk/Assistant Treasurer & Collector. Whitney Flynn was chosen due to her impressive municipal experience, Whitney was present and introduced to the board. The Town Administrator stated that she was excited to have Whitney on board and a start date of July 24, 2023, was determined.

A motion was made by J. Levesque and seconded by R. DeAngelis to hire Whitney Flynn as Municipal Clerk/Assistant Treasurer & Collector.

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

Consent Agenda

a. Minutes – June 13, 2023
b. Warrants PR23-26, AP23-27, AP24-01

A motion was made by J. Levesque and seconded by R. Killeen to approve the consent agenda.
Roll Call Vote: R. DeAngelis – Yes; R. Killeen – Yes; J. Levesque – Yes; M. Francesconi – Yes; S. McGrath- Yes
Motion Carries: 5-0

Board of Selectmen Decision/Discussion Items

a. Cheshire Rod and Gun Club Liquor Licenses – None for July
b. Stafford Hill Monument Trash Complaint, Quote for Repair, Gate

A complaint was received regarding litter at the Stafford Hill Monument, the Town Administrator reported that it has been mowed and trash cleaned up. Corey McGrath reported that the gate has been built and will be installed shortly. There was discussion about other measures that could be taken such as signage and trail cams. It was decided to request extra police presence at the monument during peak times including weekends and evenings. A quote of $145,000 was received from Brazeau Masonry to restore/repair the monument. The Town Administrator will investigate grants with the Historical Commission, R. DeAngelis shared that the Governor is proposing 134 million dollars for library and historical reconstruction and restoration.

c. Former Cheshire Elementary School Name, Community Center Name

The Town Administrator has been sharing community input with board members as received and noted that there was a verbal suggestion of Community House and Town Offices.
A motion was made by S. McGrath and seconded by J. Levesque to change the name of the Cheshire Elementary School to the Cheshire Community House
Roll Call Vote: R. DeAngelis – Yes; R. Killeen – Yes; J. Levesque – Yes; M. Francesconi – Yes; S. McGrath- Yes
Motion Carries: 5-0

The Town Administrator shared that the Council on Aging voted at their last meeting to make the name of the Community Center the Cheshire Senior Center (for active living).
A motion was made by J. Levesque and seconded by S. McGrath to change the name of the Community Center to the Cheshire Senior Center
Discussion: M. Francesconi wondered if there should be community input on the name change, it was noted that most people already know and refer to the building as the Senior Cener.
Roll Call Vote: R. DeAngelis – Yes; R. Killeen – Yes; J. Levesque – Yes; M. Francesconi – Yes; S. McGrath- Yes
Motion Carries: 5-0

d. Job Descriptions, Highway Foreman; DPW Director

The job descriptions were tabled until the next meeting to give board members time to send edits to the Town Administrator

e. Town Building Signage Parameters

The Town Administrator shared that the Council on Aging has been discussing a new sign for the Senior Center, the design was in the packet, the sold section is proposed to be red. Discussion on having all Town Buildings signs be consistent with the same color, font etc. to create a "brand" for the Town. The board liked the design of the Senior Center sign and discussed the Cemetery signs which are white with black lettering, further they discussed the need for the font to be easily read by those with vision

impairments. The Town Administrator will work closely with the Council on Aging to come up with a design that works for the Senior Center and the other town buildings.

f. Board of Assessors Appointment
A motion was made by M. Francesconi and seconded by J. Levesque to appoint Kellie Lahey as a member of the Board of Assessors until the next Annual Town Election.
Roll Call Vote: R. DeAngelis – Yes; R. Killeen – Yes; J. Levesque – Yes; M. Francesconi – Yes; S. McGrath- Yes
Motion Carries: 5-0

Town Administrator Updates

a. ADA Planning Grant - The Town Administrator shared that the ADA Committee met and sent edits to BRPC for the final draft of the plan. The ADA Committee will meet again to make recommendations for projects for the next round of grant fund opportunities.

b. School Change of Use Proposal – EDM - The proposal for the design was in the packet, it was requested that the Building Commissioner attend the meeting to ask questions about the project. The Town Administrator will work on a bid packet for construction and design services.

g. Announcements from Board Members – None
There was discussion on the email from Chief Francesconi regarding the floor at the Fire Station, Corey McGrath shared that he had obtained a quote to seal the floor, $30,000.

Discussion regarding the purchase of the Excavator - Brent Lancia and R. DeAngelis will visit the dealer this week to look at the equipment, a letter of internet will be drafted for the purchase.

h. Public Comment - None

Adjourn
A motion was made by J. Levesque and seconded by R. DeAngelis to adjourn the meeting at 7:49 p.m.
Roll Call Vote: R. DeAngelis – Yes, J. Levesque – Yes, S. McGrath- Yes
Motion Carries: 3-0
:
Respectfully Submitted:
Jennifer Morse
Town Administrator
July 11, 2023

Document List

1. Agenda – June 27, 2023
2. Email Heather Shawn re: Stafford Hill Monument Trash
3. Stafford Hill Monument Quote
4. Preliminary Design – Senior Center Sign
5. EDM Proposal – Design Work Community House
6. CCA – Cheshire Summer Festival Facilities Use Form
7. Illegal dumping email
8. Senior Center May Monthly Report
9. Highway Department Bi-Weekly Log
10. Excavator Quote 6/15/23 & Warranty Information

Approved: July 17, 2023

TOWN OF CHESHIRE

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

WWW.CHESHIRE-MA.GOV

OFFICE OF THE BOARD OF SELECTMEN

Board of Selectmen

Meeting Agenda – June 27, 2023
6:30 PM

Cheshire Elementary School – Cafeteria

1. Open Regular Meeting Introductions and Pledge of Allegiance
2. Municipal Clerk/Asst. Treasurer & Collector Position
3. Consent Agenda
   a. Minutes June 13, 2023
   b. Warrants PR23-226, AP23-27, AP24-01
4. Board of Selectmen Decision/Discussion Items
   a. Cheshire Rod and Gun Club Liquor Licenses
   b. Stafford Hill Monument – Trash Complaint, Quote for Repair, Gate
   c. Former Cheshire Elementary School Name, Community Center Name
   d. Job Descriptions – Highway Foreman, DPW Director
   e. Town Building Signage Parameters
   f. Board of Assessors Appointment
5. Town Administrator Updates
   a. ADA Planning Grant
   b. School Change of Use Proposal – EDM
6. Announcements from Board Members
7. Public Comment
8. Any other business not reasonably anticipated 48 hours prior to the meeting.

Submitted by: Jennifer Morse – Town Administrator Posted: 6/21/23 @ 2:00 p.m.

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

BRAZEAU MASONRY

Vincent A. Brazeau Jr.
Cell-(413)822-9951
Email-brazeaumasonry@yahoo.com

June 18, 2023

On behalf of Brazeau Masonry, I am pleased to present you with the enclosed estimate. I trust you will find the information in line with your needs:

Project: Stafford Hill Monument Restoration

This estimate is for restoring the Stafford Hill Monument. This monument is a major historical monument in the town of Cheshire, Ma. As a resident, I would be honored to work on this project.

I recently spent some time at the monument and measured everything. I went home, did some research, and learned about the Newport tower, which the Stafford Hill monument is a replica of. I plan on taking a trip to the Newport Tower if we are awarded the project to compare the styles and techniques used.

I noticed there is a lot of damage at our monument all stemming from 5 or 6 cracks that formed on the top of the concrete cap. These cracks then cracked the inside concrete. There are generous amounts of efflorescence forming on the outside stones. This is from water escaping and leaving calcium deposits just like you would find in a cave. Some of the joints in the cement are incomplete which creates little pockets for water and ice to sit in and wreak havoc. There are also a few cracks on the tomb floor.

As far as the headstone goes, we will repair the cracks in the headstone and the cement box. For me to repair the headstone portion, I would need to fabricate some lines to complete name and dates that travel through the repair, so if there is a picture of it with clear writing available that would be great. Each time you repair something like this you lose a little bit of the original. I would like to have a local reverend or minister of Mr. Stafford's religion present before we started, to bless the site.

We will repair the monument back to its original beauty. We have a 65' man lift for the outside and we will stage the inside. On the inside cement, we will first pressure wash everything and remove all the loose debris. We will then fix the deep repairs. We will then apply a finish coat of structural skin to the interior cement. Structural skin has poly-fibers in the cement. When applied, the fibers create a "web" in the cement. This should help with future cracking. The cap on top will be repaired in a similar fashion. The exterior stone will be thoroughly pressure washed and all empty joints and cracks will be repaired. This goes for the lower stone as well. The Monument floor has some cracks in it, I would grind out and repair the cracks, pressure wash the floor and apply a micro-finish to the floor. There is also 1 stone missing off the top border of the floor.
Does anyone know if this stone was put aside? If not, I have plenty of native stone on my property that we could use to replace it.

The thick efflorescence build up will be removed and hopefully neutralized. We will first try a gentler approach to remove it, but we may need to sand blast a couple spots to get it off. We will then give these areas a heavy vinegar wash to help neutralize the efflorescence. Efflorescence is tough to get rid of and may come back. Periodic maintenance and upkeep will help. The sealant will help as well.

Once the repairs have been made, we will do a final pressure wash and I will apply a weatherproofing sealer to everything. They make an anti-graffiti sealer that they say spray paint won't penetrate. I anticipate this job taking around 12-16 weeks. We will need access to water, I hope we will be able to fill up my big water containers at either the highway department or fire department. We will need large amounts of water for the pressure washing and mixing of cement. I have a generator for power purposes.

My quote for this project is $145,000.00. This includes all labor, materials, the lift and equipment needed to complete this project.

Brazeau Masonry is a full-service licensed, certified, and insured company dedicated to quality products and superior customer service. We have references, certificates, and pictures available upon request. If you would like to check out photos of our work, please visit us at LinkedIn.com/Brazeau Masonry. If you have any questions, please feel free to contact Vinnie at 413-822-9951.

This quote is good for 30 days.
Sincerely,
Vincent A. Brazeau Jr.
Brazeau Masonry
Cell-(413)822-9951

119 School Street

Cheshire Senior Center

for active living

CHESHIRE
COUNCIL ON AGING



edm

architecture
engineering
management

June 9, 2023

Jennifer Morse
Town of Cheshire
80 Church Street
PO Box 647
Cheshire, MA 01225

Re: Former School Change of Use – CD, Bid, and CA
TCH-6473AP (Rev 1)

Dear Ms. Morse:

We are pleased to propose our services to develop construction documents to change the use of the Cheshire Elementary School cafeteria to assembly use and to renovate the existing public toilet rooms to be accessible. Items shown in red are Rev 1 changes from the original proposal.

Design Team

We propose the following team for this project.

edm	Architecture Interior Design Structural Engineering Mechanical Engineering Electrical Engineering
Foresight	Site Planning, Civil Engineering
PM&C	Independent Cost Estimating

Scope of the Project

Based on the change of use study, dated 03.09.23, and the walk-through with the local building official, the scope of work is as follows:

- Change use of existing cafeteria from Educational to Assembly use:
  - Modify existing cafeteria doors to provide accessibility and fire rating.
  - Include the kitchen within the change of use. Provide a fire-rated wall assembly separating the west end allowing for employee access to the existing toilet room. Existing toilet room to remain.
  - ~~Provide secondary accessible means of egress via ramp or sloped walk from the existing doors to the exterior.~~
  - ~~Provide accessible parking near the loading dock.~~
  - Modify existing sidewalk at existing entry to be accessible.
  - Emergency egress and lighting updates.
- Renovate existing public toilet rooms to be fully accessible:
  - Expand the existing men's room into the adjacent space in order to provide enough room for an accessible stall. This room is anticipated to become the women's room.
  - Widen existing door openings.
  - Remove existing CMU fin walls at entry.
  - Remove/modify existing chamfered corner of the current women's room to be a 90-degree corner.

pittsfield, ma
unionville, ct
troy, ny

888.336.6500

www.edm-ae.com

Scope of Services

The following services will be provided by our team:

Construction Documents

1. Based on our site visit with you and the building official, we will prepare a Construction Document Package consisting of drawings and specifications required for the scope noted above.
2. During this phase we will meet once to review progress.

~~Bidding~~

1. ~~Issue the bidding documents.~~
2. ~~Attend a pre-bid conference.~~
3. ~~Answer questions/RFI's.~~
4. ~~Prepare and issue addenda.~~
5. ~~We anticipate that approximately 15 hours will be required for this phase and have included a budgeted amount for these services. These services will be provided on an hourly basis in accordance with the attached Hourly Rate Schedule.~~

Construction Administration

1. Attend three progress meetings during the course of construction. These will take place at the project site and the dates will concur with our site visits.
2. Perform three site visits during construction and issue a follow-up field report for each.
3. Address questions/RFI's and issue clarifications.
4. Review submittals.
5. Provide assistance with change orders.
6. Process applications for payment.
7. Create a punch list upon completion of construction. Minimally, code items will be included. Client to decide on additional punch list items as desired.
8. We anticipate that approximately 60 hours will be required for this phase and have included a budgeted amount for these services. These services will be provided on an hourly basis in accordance with the attached Hourly Rate Schedule.

Assumptions

The following assumptions have been made in preparation of this proposal:

1. Sketches provided for the proposed work are reasonably accurate to reflect the proposed scope of work.
2. Existing CAD drawings will be provided of the existing building systems.
3. Existing building generally complies with the code in effect at the time of construction and does not contain any hazardous conditions or violations.
4. No invasive (internal) testing will be required.
5. Asbestos or other hazardous materials are not present.
6. Bidding front end documents (Division 0 & 1) will be prepared and assembled by the client. ~~**edm** will provide technical sections for insertion into the specification.~~

7. Access to the site for fieldwork is available during normal business operating hours and will include a ladder (if required).
8. Modifications to the fire alarm will be by the Town's vendor and are not included in this scope.
9. Contractor will develop coordination drawings and submit to **edm** for review.
10. Contractor will prepare, maintain, and deliver accurate red-line markups of as-built conditions.
11. Drawings will be prepared in AutoCAD 2D/Revit format.
12. Green Certification – While the building will be designed to be an energy-efficient environmentally friendly structure, no certification process such as LEED will be pursued.
13. Start up and commissioning of the systems will be performed by others. **edm** can be onsite and assist in these efforts, if requested, for an additional service fee.
14. Fire Protection details:
    - NFPA 13 sprinkler system design
    - NFPA 14 manual wet standpipe system design
    - NFPA 72 fire alarm design
    - Fire protection system narrative and hydraulic calculations will be provided.
15. Mechanical details:
    - Existing base building infrastructure is adequate for the proposed scope of work.
    - Existing sanitary, venting, and HVAC equipment is adequate size for new work.
    - Scope includes re-distribution of existing equipment only, and no new equipment is required.
    - Existing building provides adequate make-up air ventilation (mechanical or natural) as required by the current code.
    - Energy model of final building systems to provide client with approximate electrical, heating, and water utility usage. Calculations will be based solely on the final construction documents and incorporate owner provided usage, occupancy and cost of utilities information. In the absence this information, **edm** will utilize good engineering practices and make reasonable assumptions to define these parameters. If requested, energy modeling can be integrated into the schematic design / programming of the project for an added fee.
16. Electrical details:
    - Existing service is adequate size for new equipment and renovation.
    - Existing building provides adequate light (natural and/or artificial) as required by the current code.
    - Existing service grounding system is installed correctly and does not have any issues.
    - Existing I.T telecom equipment can support new devices, and upgrades are not required.
    - Existing security system can support new devices, and upgrades are not required.

Exclusions

The following services have not been included in this proposal:

1. Hazardous materials identification or removal documentation.
2. Regulatory Approvals - services for the procurement of regulatory approvals for the project such as planning and zoning will be handled on an hourly basis as needed.

3. Services necessitated by a change in the initial information, previous instruction or approvals given by the client, or a material change in the project.
4. Changing or editing previously prepared designs necessitated by the enactment or revision of codes, laws or regulations or official interpretations not reasonably anticipated.
5. Providing professional services made necessary by the default of the contractor in performance of the construction contract.
6. Hydrant flow testing.
7. Energy calculations, life cycle cost analysis, and energy modeling.
8. Building management system design.
9. On-site start-up and commissioning assistance.
10. Low-voltage electrical system design (data, telephone, security, etc.).
11. Generator design.
12. Solar electric generation system design.
13. Lighting protection design.
14. Arc flash study, short circuit, and coordination studies.
15. Design of new electrical service originating at secondary side of utility transformer or building switchboard.
16. New fire alarm system including design and specification of control panel and new devices to serve the building.
17. Design and specifications for new I.T/Telecom/Telephone equipment including equipment racks, patch panels, rack mounted equipment, horizontal and vertical cabling, and fiber optic equipment and cabling.
18. Design and specifications of security/access control design which includes specification of video intercom system, card access control system, and intrusion detection system and associated devices.
19. Design and specifications for new audio/visual system.

Fees

We propose to provide the above Scope of Services for the following fees plus reimbursable expenses:

Phase			
Construction Documents	fixed fee	$31,300	(was $33,100)
Civil Engineering (Foresight)	fixed fee	$7,100	(was $7,500)
Cost Estimating (PM&C)	fixed fee	$3,000	
~~Bidding~~	~~hourly~~	~~*$2,800~~	
Construction Administration	hourly	*$10,600	(was $13,300)
Total		$52,000	(was $59,700)
Reimbursable Expense Budget		*$1000	

Reimbursable Expenses involve expenses incurred by **edm** in the direct interest of the project for transportation, postage, overnight courier, reproductions, and other miscellaneous expenses.

Schedule

We are prepared to commence work approximately two weeks after your authorization to proceed, and anticipate completion of the construction documents 5 weeks thereafter.

Additional Services

Additional services requested, that are not included in the scope of services, will be submitted for approval prior to commencing any additional work.

Terms & Conditions

General Conditions of the Contract for Architectural and Engineering Services are included herein. These conditions form an integral part of this proposal.

If you find this proposal acceptable, work will be scheduled upon receipt of a Purchase Order, signed copy of this proposal, or a mutually acceptable contract document. Invoices will be issued monthly with payment terms net 30 days. Accounts with overdue balances risk the possibility of having their work delayed until payments are brought current.

Thank you for the opportunity to submit this proposal. We look forward to teaming with you on this project. If you have any questions or comments, please do not hesitate to call.

Sincerely,

edm



Mark Frederick
Project Manager

enclosure

ACCEPTANCE OF PROPOSAL – The services, fees and conditions herein are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Town of Cheshire

Title

Date of Acceptance

General Conditions of the Contract for Architectural and Engineering Services

This document is to be used as general conditions along with an **edm** proposal letter that contains the specific project requirements.

Services - **edm**'s services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. **edm** makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

Proposal Acceptance - The attached proposal is valid for a period of 30 days from the date of the proposal. Acceptance of the proposal requires either a purchase order, a letter to proceed referencing the proposal by name, number and date or the signing and dating of a copy of the proposal in the appropriate location provided on the proposal.

Access to Site - Unless otherwise stated, **edm** will have access to the site for activities necessary or advisable for the performance of the services.

Billings/Payments - Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and **edm** may, without waiving any claim or right against the Owner, and without liability whatsoever to the Owner, terminate the performance of services. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Owner shall pay the cost of collection, including reasonable attorney's fees.

Hazardous Materials - **edm** shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form. In the event that **edm** or any other party encounters hazardous or toxic materials at the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of the **edm**'s services, **edm** may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until the Owner retains appropriate specialist consultant's or contractor's to identify, abate and/or remove the hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

Indemnifications - The Owner shall defend, indemnify and hold harmless **edm** and its employees and those for whom it is legally responsible from and against any and all injuries, claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission of the Owner, anyone directly or indirectly employed by the Owner (except **edm**) or anyone for whose acts or omissions any of them may be liable. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials.

Risk Allocation - In recognition of the relative risks, rewards and benefits of the project to both the Owner and **edm**, the risks have been allocated so that the Owner agrees that, to the fullest extent permitted by law, **edm**'s total liability in the aggregate to the Owner, for any and all injuries, claims, damages, losses and expenses, (including reasonable attorneys fees) whatsoever arising out of or in any way related to **edm**'s services for the project or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of **edm** or **edm**'s officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total compensation received by **edm** under this Agreement, or the total amount of $50,000, whichever is greater.

Ownership of Documents - All documents produced by **edm** under this agreement shall remain the property of **edm** and may not be used by the Owner for any other endeavor without written consent from **edm**. The Owner agrees to waive any and all claims against **edm** and to defend, indemnify and hold **edm** harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the unauthorized use, reuse or alteration of **edm**'s designs, drawings and specifications.

Opinion of Probable Costs – When required as part of **edm**'s services, **edm** will furnish opinions of probable cost but does not guarantee, warrant, or represent the accuracy of such estimates. Opinions of probable cost prepared by **edm** hereunder will be made on the basis of **edm**'s judgment as an experienced and qualified design professional. However, user of the probable cost opinions must recognize that **edm** does not have control over the cost of labor, material, equipment, or services furnished by others over market conditions or any contractors' methods of determining prices or performing the work.

Termination of Services - This agreement may be terminated upon 10 calendar days written notice by either party for failure of the other to perform his obligations hereunder. In the event of termination, the Owner shall pay **edm** for all services rendered and reimbursable expenses incurred to the date of termination. Termination is in addition to all other rights that a terminating party may have under this agreement and by law.

Dispute Resolution - A party with a claim or dispute shall, prior to instituting any legal proceeding (except for action pertaining to liens, attachments, receivership, injunctions or other provisional remedies) or proceeding in arbitration, shall submit to the other party a request to mediate. Such requests to mediate shall suggest the name of a professional mediator, and the place, date(s) and Time(s) for meditation. The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the Commonwealth of Massachusetts.

Governing Law - This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without reference to the choice of law principles thereof.

Representative - Each party shall designate to the other in writing a person to act as such party's representative.

TOWN OF CHESHIRE SPECIAL EVENT PERMIT APPLICATION

APPLICANT INFORMATION

Organization: Cheshire Community Assoc. Date: June 20, 2023

Name: John Tremblay Phone #: 413-519-3380

Address: 41 Church St, Cheshire

Email: jtcheshire13@gmail.com

Name of Event: Cheshire Summer Festival

Type of Event: Festival - Music, Dance, Food, Kids Activities

Event Location: Former Elementary School Grounds

Event Date: July 22, 2023 Start Time: 5:00pm End Time: ~8:00pm

Proposed Rain Date: Same Number of People: ~300

Please answer the following:

1. Clearly describe your event (Please attach letter if more space is required)

Next iteration of The Block Party - a Community Event with music, performance, Food and activities for children, along with local organizations and businesses exhibiting. This year we'll also celebrate The Centennial of the School Building

2. Please attached an event map and site plan with the following indicated:
   - Detailed event layout/route with directional arrows and street names
   - Identify and road or sidewalks that will be blocked or closed.
   - Placement of collection of signage, traffic control devices, barricades
   - Location of event staff, volunteers along the proposed locations where police details are required, emergency medical stations, food service, port-a potties, etc.
   - Trash generated by the event must be removed immediately after the event. Event signage, port-a potties, and all other equipment should be removed within 48 hours.

3. Insurance Information: _____

   Issuing Company: _____

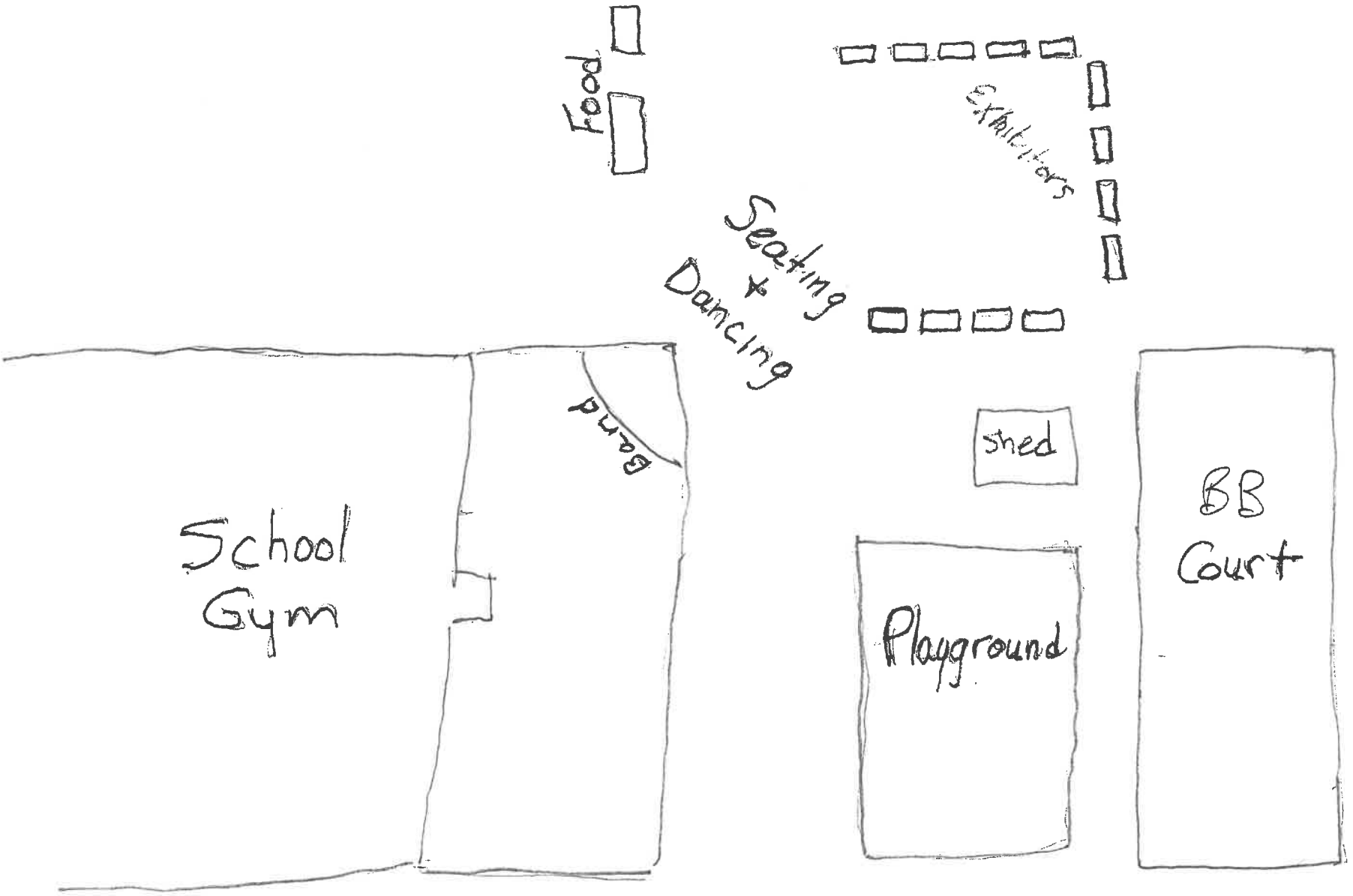
   Public Liability Coverage: _____

APPLICATION CERTIFICATION

The applicant certifies that he/she has read and examined this application and agrees to comply with the terms and conditions contained herein.

Signature of Applicant: _____

Date: June 20, 2023


Food
Exhibitors
Seating + Dancing
School Gym
Band
shed
BB Court
Playground

***PUBLIC SAFETY SIGNATURES ***

Signature of Police Chief or Deputy Police Chief **(Mandatory)**
Conditions:

Signature of Fire Chief or Deputy Fire Chief **(Mandatory)**
Conditions:

Signature from Highway/DPW Department **(Mandatory)**
Conditions:

Signature from Board of Health **(Mandatory)**
Conditions:

FINAL APPROVAL

BOARD OF SELECTMEN/TOWN ADMINISTRATOR

Complete Application ◯ **Yes** ◯ **No** **Date Available** ◯ **Yes** ◯ **No**

Indemnification (if required) ◯ **Yes** ◯ **No** **Intended Route** ◯ **Yes** ◯ **No**

Comments/Conditions: _____

_____

Select Board Approval: _____ Date: _____
(Board of Selectmen Chair)

From: Jennifer Morse
To: BOS
Subject: FW: Mattress Dumping
Date: Wednesday, June 14, 2023 9:54:42 AM
Attachments: Pricing per FAC90 Contract Mattress Recycling.docx
Linda Cernik mattress hub PP presentation - Final 2.pptx
Importance: High

Really helpful information below from Linda about illegal dumping and she has some great suggestions. I have talked to her twice this morning already and will be following up with CJ. I also got the names of a few towns that have bylaws or policies in place for illegal dumping. WE will add this to a near future agenda.

Jennifer Morse
Town Administrator
413-743-1690 x. 18

Town of Cheshire
80 Church Street
PO Box 647
Cheshire, MA 01225
www.cheshire-ma.gov

Please be advised, the Secretary of the Commonwealth has determined that all email messages and attached content sent from and to this email address are public records, unless qualified as an exemption under the Massachusetts Public Records Law (MGL c.4 § 7(26)).

From: Linda Cernik <lcernik@nbswmd.com>
Sent: Wednesday, June 14, 2023 9:44 AM
To: Jennifer Morse <jmorse@cheshire-ma.gov>; 'Christopher Garner' <cgarnercheshireboh@gmail.com>; BOH <boh@cheshire-ma.gov>
Subject: RE: Mattress Dumping
Importance: High

I am sorry to hear this! From my experience over the 8 years in solid waste and recycling industry you will have illegal dumping with or without offering recycling services. Some just tend to do the easiest option possible of they don't have the money for proper disposal. I talked to Jen this morning you can use your RDP grant money to reimburse the Resident that brough them to Dalton. RDP allows payment of recycling services. I did offer mattress recycling program to all towns over the 2 plus year the district was working on our plan for November 1, 2022.
I do recall with the town of Cheshire it was s space problem where to place the 20 yard container? I believe there are some environmental issues with the river and adding new containers and space? However if this isn't the case the town could offer to be a Mattress recycling "HUB" to make it cost effective you would want to open it up to the 13 towns as well, Same as Dalton. The vendor at this time is Raw material recovery (you will find this on the FAC90) contract information I send in a separate email. The town doesn't have to go out to Bid or seek vendors MassDEP was the procurement officer for FAC90. Dalton charges $32 per unit, so if the Attendant packs the container

properly can fit a max of 50, most programs fit 45 to 50 per swap out. The units are $15 per and the transportation appx $450 a swap. So if you collected 45 units @ $32= $1440 revenue collected , cost to raw materials $450 transportation and $15 per unit= $675 for the units and $450 transportation = $1125 cost to vendor so rev after pay outs appx $ 315. This is an appx. If the Town were to receive a mattress that can't be recycled the cost can range from $100 and up? This is something you need to discuss with Casella Waste it might be as high as $175? Most mattress can be recycled. If one comes in the bed bugs it can't be recycled and is badly stained with bodily fluids. There is a training manual for the attendant. This falls on the attendant, This is why Town's opted out.
I truly believe with or without a Mattress recycling Hub in your town you will have illegal dumping.

Some solutions: The BOH set a regulations and fine for illegal dumping. This has to be taken seriously !

- The Town of Cheshire as of Jan 1, 2023 had $10,390.00 according to mass dep. The grant from 2022 that isn't allocated in this balance is $4550. For the latest grant submission of 16 points would be $5600 (that's if MassDEP approves all of the points) . So the Town has some money to spend. You can carry the RDP over year to year however MassDEP likes to see a plan and how will you spend this? Paper compactor? Long term planning?
- You could consider using some of the RDP grant towards the Mattress HUB ,Each year you could pay Dalton a set amount for credit towards the Mattress Recycling program for Cheshire residents ? Allowing one Free drop per household, off yearly for the mattress recycling program? You have to set boundaries or people will take advantage. Or you could offer subsidy's for residents that can't afford the program. Or you could collect mattress store them on pallets in the old paint shed when full DPW could bring to Dalton? We would have to work out something for the town to pay Dalton. They just can't get wet! If you accept mattress please have a plan in place if the unit can't be recycled bed bugs, moldy, wet, lots of bodily fluids etc., how will you charge the customer and set this up with Casella be sure they will take them!

  From my understanding mattress are not the only items found that are illegally dumped? I have reported couches on several occasions. Usually there are specific spots where people illegally dump it may be wise to patrol more, set up cameras? I read that Cheshire may be adding more Police coverage that could help with patrolling the areas? Once the word is out that there are cameras and illegal dumping is a finable offence it may help curve the offenders.

  Linda

From: Jennifer Morse <jmorse@cheshire-ma.gov>
Sent: Wednesday, June 14, 2023 8:19 AM
To: Linda Cernik <lcernik@nbswmd.com>; Christopher Garner <cgarnercheshireboh@gmail.com>
Subject: Mattress Dumping

Linda and CJ,
The Board of Selectmen recently took a complaint from a resident on E. Harbor Road of illegal dumping. The resident ended up taking the 4 discarded mattresses to Dalton. The BOS is concerned that illegal dumping is going to continue to be an issue since mattresses can no longer be disposed of in Cheshire. They asked me to inquire on having a program in Cheshire and what it would take?

Jennifer Morse
Town Administrator
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May, we served 394 meals. (up 95 from last month)

I have 1 kitchen volunteer that works all 5 days, 1 that does all 3 in person, 1 that helps set tables 2 days per week, 2 additional volunteers that help Wednesdays only, and there are 3 that help occasionally. Their hours range from 2-38 hours a month. ($30.00-$570.00 @15.00 per hour) These hours are submitted to Elder Services every month separated by person.

Anne (Van Driver) has 11-18 unduplicated riders each month with many going every week (a few new people have started) Anne goes and does shopping for home bound people as well.

<u>Hours</u>

Phone calls range daily from 7-18 even more than that with upcoming clinics and events (30 min - 1 hour daily) (2-4 hrs. weekly)

Email- (1 hr. daily) (4 hrs. weekly)

Kitchen (calling in orders, supplies, handing out and serving lunches, dishes) chatting with participants. (1.5 hours daily) (4.5 hrs. weekly)

Weekly Facebook updates for meals, events, messenger replies/emails sent to add to Fire Station Board, iBerkshires, Eagle (2 hrs. weekly)

Managing signup for events/ticket distribution/money handling Including signups for van riders and promoting (1 hr. weekly as needed)

Elder Service paperwork including volunteer hours tracking (2 hrs. weekly)

Reminder Calls to those signed up for events (1 hour weekly)

Outreach (1.5 hrs. weekly)

BRTA employee training/scheduling, drug testing (1 hr. weekly as needed)

Documenting Anne's travel and clients and (1 hr. weekly)

Filing (1.5 hr. weekly)

Northeast IT trainings (15 min as needed)

Decorating, undecorating and redecorating the center for holidays, events, seasons (1 hr. weekly as needed)

Payroll/Bills (1 hr. weekly)

Shopping for events, kitchen supplies (1 hr. weekly) 22-26 hrs total

Outreach

(9) Wellness calls

(12) Blood Pressure readings

(4) Printer Copies made for seniors

(5) Assistance with filling out paperwork.

(30) Reminder calls for Matters of Balance class (Class now completed)

Events

COOKOUTS- July 3rd, July 13th, July 19th, July 24th, August 3rd, August 9th, August 14th, August 24th, August 30th.

7/6/23 CHP Van 10-12. (they will be offering full services such as, Blood pressure screening, A1c, cholesterol checks and sick visits)
7/9/23 Million Dollar Quartet (Currently 25 sold)

7/12/23 Barry Emery Historical Presentation 12:30
7/17/23 $20 Senior Hair Cuts 10-12

7/20/23 Foot Clinic 8:30-1 (13 Signed up)

7/28/23 Brown Bag 11:30-12:30 (18 people are in this program)

8/3/23 Card making with Lorraine @1

8/14/23 Senior Haircuts 10-12

8/21/23 Clothespin Wreath Event 12:00

8/24/23 Brown Bag

Reoccurring events

Bingo every Tuesday at 12:30 (14 to 20 attendees)

Quilting with Betty done for the summer will restart in September

Morning Exercise Class Mon, Wed, Fri from 9-10 (12-18 attendees)

Chair Yoga Every Friday from 10-11 (9 attendees)

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

Cheshire Highway Department

Bi-Weekly

Activity log

Friday – started cleaning culverts/waterways on Notch, removed debris from bridge area

Monday – Ditch work on Notch Rd/116, boom mowing on Wells Rd

Tuesday – Boom mowing on Stafford, cleaning ditches on 116, fixed chipper (new blades/adjusted drums), chipping at transfer station

Wednesday – 2hrs chipping at transfer station, boom mowing 116/guardrails on Wells/116, new air filter on dodge 5500

Thursday – Road check/cleaned catch basins, weed whacked guradrails on Wells Rd

Friday – Opened pipe on Nobody's Rd, moved safe at Annex, weed whacked FD, smashed dumpsters and chipped brush pile at transfer station.

Sat/Sun/Mon – Nothing

Tuesday- unplugged pipe on Nobody's Rd, hooked up road measuring device on pick up, roadside mowing/ weed whacking guardrails on Reservoir RD/Fred Mason Rd

Wednesday – Ditch work on Sandmill Rd, mowing on Stafford Hill/Outlook/Rail trail

Thursday – 3.5 tons of patch on Fred Mason/Reservoir RD's, worked on brake issues for boom mower, weed whacked school/senior center

Friday – Finished school (mowing)

Other:

1. contacted K5 and scheduled line painting for mid July (will be moved to later date depending on when paving gets done. (measuring roads for accurate number of paint)
2. T10 will be coming back from Connecticut this week, valve was leaking on hydraulics
3. Tree removal finishing up on Lanesboro Rd/Wells Rd/across from FD/Outlook Ave by JCB
4. Plow has been installed for sidewalk tractor by PLT
5. Ordered bigger plow for T10 through Housatonic welding, plow that came with truck is straight and to short on height, snow rides over the top
6. Finalizing the warranty etc for the new WHEELED excavator.
7. Contacted Gene Darby (beaver trapper) who should set up traps on Nobody's sometime in the next week, (BOH wrote permit out)
8. Met with Becky form DCR about proposed bus stop, came up with location. Going through MASS DOT now to get permission.
9. Minor fixes on equipment but otherwise everything is running good.
10. New fuel tank has arrived, waiting on electrician to install which will be a few weeks out.

TRI-COUNTY
CONTRACTOR'S SUPPLY, INC.
CONSTRUCTION & MUNICIPAL EQUIPMENT

154 Wayside Avenue, West Springfield, MA 01089
Phone (413) 733-5189 / Fax (413) 781-2102

June 15, 2023

Brent Lancia
Cheshire, MA – Highway Department
6 Main Street
Cheshire, MA 01225

Brent-

As requested, we are providing you with a final quote on the **WACKER NEUSON model EW65 Wheeled Excavator, (3-piece boom)** with Steelwrist tiltrotator and attachments, and extended warranty.

One - Demo/used **2022 WACKER-NEUSON Model EW65 Triple-Boom Wheeled Excavator, VIN: WNCE1402JPAL02562, approx. 150 hrs., std. 2-year factory warranty valid through May 23, 2024).** Complete with:

ENGINE
- Perkins diesel engine, 4-cylinder, turbocharged, liquid cooled, Stage V emissions compliant
- Diesel Oxidation Catalyst (DOC) and Diesel Particulate Filter (DPF)
- Auto engine idle (on/off)
- 18.6 mph top speed

OPERATOR ENVIRONMENT
- Cabin with AC and auto climate control, split front window, FOPS Level I
- 7" multifunction color display with jog dial and rearview camera
- Programmable hydraulic flow for different auxiliary attachments
- Air-ride Heated Seat
- Flashing Beacon
- Radio, hands free system and USB charging port (2 amp)
- 3 exterior mirrors (1 cabin left side, 2 chassis right side)
- Work lights - front and rear(LED)

CONTROLS & HYDRAULICS
- Pilot hydraulic control joysticks
- Hydraulic oil cooler
- Load-sensing system (LUDV) with 2 variable pumps in closed loop with load limit sensing control (drive hydraulic)
- Proportional control for auxiliary hydraulics
- Adjustable flow rate for auxiliary hydraulics
- Overload system – advanced
- Flat faced couplers on dipper
- ISO/SAE control pattern change over valve (electronic button in cab)

BOOM AND DIPPER
- Triple boom (3 points of articulation)
- Long dipperstick
- Thumb preparation kit

UNDERCARRIAGE

- Two-wheel steering
- Dual Tires (8 Total)
- Stabilizers Rear)
- Parallel Dozer Blade (Front)
- Front Axle - hydraulic controlled planetary drive axle free swinging, with hydraulic lock by using the service brake, with oil-immersed multiplate brakes
- Rear Axle - Fixed planetary drive axle

OTHER STANDARD FEATURES

- Document Bin
- Drive Signal (Travel Alarm)
- Standard warranty: 2 yr. / 2,000 hr.

FURTHER ENHANCED WITH (all brand new components to be added):

- Steelwrist X07 Tiltrotator with Quantum Control System and Central Lubrication System
- DB6T - 24" Steelwrist Digging Bucket
- GB6 – 51" Steelwrist Grading Bucket with Hardox 500 Edge
- VB6 – V-Ditch Bucket with Hardox 500 Edge 50" wide top, taper down to 11.8"
- MG20 – Steelwrist Multi-Grapple
- 5-year / 5,000 hr. Total full machine coverage, includes travel (3 additional years, through May 2027)

FOB: Cheshire, MA.....$178,935.00*

Current Availability approximately 4 months, subject to prior sales (due to Steelwrist availability)

Thank you for this opportunity. If you would like to place an order, or have any further questions, please contact me via one of the methods listed below. You may also contact your local area sales rep, Freddie Berard at (413) 237-0709 or fberard@tricountycontractors.com. We appreciate your continued business!!

Sincerely,

Robert H. Clark, III
Vice President
Tri-County Contractors Supply, Inc.
Cell: (413) 575-8751
rclarkiii@tricountycontractors.com

QUOTATION IS VALID FOR 30 DAYS!!

From: Robert Clark III
To: Jennifer Morse
Cc: Highway; Fred Berard
Subject: RE: FINAL used EW65 revised quote
Date: Wednesday, June 21, 2023 1:26:35 PM
Attachments: Wacker-Warranty-Policy-CE-2022-Update-FINAL.pdf
Cheshire MA EW65 extended warranty quote.pdf
Used EW65 std warranty dates.pdf

Standard machine warranty is full coverage for 2 years from in-service date, which was 5/23/22. So the initial factory warranty expires on 5/23/24. The machine as quoted includes an additional 3-year/3,000 hours Premium ESPP (Extended Service Protection Plan, "premium" = full coverage) + TT&M (travel time and mileage) with $0 deductible, single claim limit of $750, total claim limit of $5000. This warranty extension is directly through Wacker and covers the machine only, bumper to bumper.
Basically what we are doing is extending the full machine coverage from 2 to 5 years from the in-service date of 5/23/22.
The only thing that the warranty will not cover is any of the Steelwrist implements. The Warranty is valid only on Wacker related accessories.

Please check out the link below for the Steelwrist warranty:
https://steelwrist.com/en-us/service/warranty/

It is basically 1 yr/ 1600 hours (whichever comes first), but as long as your Steelwrist is registered within 3 months of purchase, and you service the unit per the included service schedule, the warranty is extended to 2 yr/3200 hours.

See attached for documentation pertaining to the Wacker warranty as I've spelled it out above.
The "Wacker-Warranty-Policy…" is straight forward.
The "Cheshire MA EW65 extended…" shows the additional 3 years/3,000 hours Premium protection plan for $7,931.00 (we charged you a straight $7,900.00)
The "Used EW65 std warranty…" shows the in-service date and when the standard 2-year warranty expires

I hope this helps. Lead time is about 4-months for the Steelwrist components. The machine is available, but we cannot order the Steelwrist coupler and attachments until we receive a purchase order or letter of intent.
Please let me know if you need anything else.

Thankyou.

Robert H. Clark, III
Vice President
Tri-County Contractors Supply, Inc.
Cell: (413) 575-8751