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 –December 12, 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 December 12, 2023, at 6:30 PM.

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

Others Present : Jennifer Morse, Town Administrator ; Corey McGrath, DPW Director ;John Meany, NBEMS; Lynn Melchiori; Bob Tetlow; Art Kaufman; Peter Traub.

Summary of Votes:

- Vote to sign agreement with NBEMS effective January 1, 2024 4-0-1
- Vote to approve the Consent Agenda as presented 4-0-1
- Vote to appoint Bailey DiSanti as Animal Inspector 5-0
- Vote to approve 2024 Licenses except for Saldo's Auto Salvage 5-0
- Vote to approve Saldo's Auto Salvage Auto License 4-0-1
- Vote to approve the Town Flag Policy 5-0
- Vote to adjourn the meeting at 6:58 p.m. 5-0

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

Agreement with Northern Berkshire EMS (NBEMS)

John Meany, Chief of NBEMS joined the board to discuss the draft agreement. M. Francesconi inquired if Adams Ambulance Service (AAS) is able to stay in service what impact transfers will have on the NBEMS budget, John replied that is something they have talked about internally. He also mentioned that AAS does a fund drive, as does NBEMS, this has been discussed internally as well. The Town Administrator shared that OEMS has not been properly notified of the change in management at Adams Ambulance, that they did speak to an individual who would be stepping up from EMT to General Manager. Further, AAS has a list of outstanding documents items that must be provided for them to remain in operation past the 12/31 closure date. OEMS also shared that AAS hopes to share coverage with NBEMS to remain in operation and be financially stable to remain open in the future. Chief Meany shared that if AAS can stay open they will continue to be a mutual aid responder as they are now for NBEMS.

A motion was made by S. McGrath and seconded by J. Levesque to sign the agreement with Northern Berkshire EMS for primary coverage beginning on January 1,2024.
Roll Call Vote: R. DeAngelis - Yes; R. Killeen – Yes; J. Levesque – Yes; M. Francesconi – Abstain; S. McGrath- Yes
Motion Carries: 4-0-1

Consent Agenda
The Town Administrator asked that warrants be reviewed prior to the meeting so any issues could be reflected within the minutes.

The Town Administrator pointed out that the original payroll submitted by the Fire Chief for stipends was revised at the request of the Treasurer to omit the Chief and Corey McGrath who have opted to waive their stipend amounts. The Fire Chief responded to 48 calls for service totaling $960 and Corey McGrath responded to 41 calls for service with 23 of those during working hours so his total was $360.

R. DeAngelis stated that the board voted to give stipends and that they should not be allowed to decline, further he said that responders are out all hours of the night, in all conditions, taking time from their families.
The Town Administrator shared that the Chief was concerned about the optics and explained the Fire Chief feels as if his stipend covers the administrative and training responsibilities, unfortunately the public does not know the amount of paperwork and mandates that the chief must follow.
S. McGrath shared that the Chief's stipend does not cover his response to calls. R. Killeen felt that declining the stipend is within the purview of the members. Corey McGrath spoke for only himself stating that he does not respond for the stipend. S. McGrath stated that the board will accept with regret the fact that Chief Francesconi and Corey McGrath are waiving their stipend.

A motion was made by J. Levesque and seconded by R. DeAngelis to approve the warrants as presented.
Roll Call Vote: R. DeAngelis - Yes; R. Killeen – Yes; J. Levesque – Yes; M. Francesconi – Abstain; S. McGrath- Yes
Motion Carries: 4-0-1

1. Minutes – November 28, 2023 - Tabled
2. Warrants - PR and AP

Discussion/Decision Items

a. Animal Inspector Appointment – Bailey DiSanti
A motion was made by S. McGrath and seconded by M. Francesconi to appoint Bailey DiSanti as Animal inspector.
Roll Call Vote: R. DeAngelis - Yes; R. Killeen – Yes; J. Levesque – Yes; M. Francesconi – Yes; S. McGrath- Yes
Motion Carries: 5-0

b. 2024 Liquor, Vehicle, Common Victualler Licenses
The presented list was read into the record by the Town Administrator
A motion was made by J. Levesque and seconded by M. Francesconi to approve all licenses except for Saldo's Auto Salvage
Roll Call Vote: R. DeAngelis - Yes; R. Killeen – Yes; J. Levesque – Yes; M. Francesconi – Yes; S. McGrath- Yes
Motion Carries: 5-0

A motion was made by S. McGrath and seconded by R. DeAngelis to approve the license for Saldo's Auto Salvage
Roll Call Vote: R. DeAngelis - Yes; R. Killeen – Yes; J. Levesque – Abstain; M. Francesconi – Yes; S. McGrath- Yes
Motion Carries: 4-0-1

c. Flag Policy
A motion was made by M. Francesconi and seconded by S. McGrath to adopt the Flag Policy as written.
Roll Call Vote: R. DeAngelis - Yes; R. Killeen – Yes; J. Levesque – Yes; M. Francesconi – Yes; S. McGrath- Yes
Motion Carries: 5-0

M. Francesconi noted that a discussion regarding the Flag Policy had first taken place several years ago.

Town Administrator Updates

a. Western MA – ASHER Training Location - Lukas Horn approached the Town about using the cafeteria and old section of the Community House for ASHER training, no dates have been chosen. The Town Administrator will get a new assessment of the air quality done before the training.
b. Town Clerk Office Update - The ceiling has been painted and the countertop cut, painting on the office space will commence shortly after the holidays. Unfortunately, the Town is at the mercy of MBI to get the lines connected for the state computer system.

Announcement from Board Members

Members commented on the great turnout for the Holiday Party at the Cheshire Rod and Gun Club and thanked the Cheshire Rod and Gun Club for the use of the space at no charge.

Public Comment- None

Adjournment

A motion was made by S. McGrath and seconded by R. DeAngelis to adjourn the meeting at 6:58 p.m.
Roll Call Vote: R. DeAngelis – Yes; R. Killeen – Yes; J. Levesque – Yes; M. Francesconi – Yes; S. McGrath- Yes
Motion Carries: - 5-0

Respectfully Submitted:
Jennifer Morse
Town Administrator
December 15, 2023

Document List

1. Meeting Agenda December 12, 2023
2. Stipend for Fire Department July 1, 2023- December 1, 2023
3. Agreement with NBEMS
4. 2024 Licenses
5. Draft Flag Policy
6. Highway Department Bi-Weekly Log

TOWN OF CHESHIRE

191 CHURCH STREET | CHESHIRE, MASSACHUSETTS 01225
PHONE (413) 743-1690

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Board of Selectmen

Meeting Agenda – December 12, 2023
6:30 PM

Cheshire Community House – Meeting Room
(Former Cheshire Elementary School)
Entrance is at the West End of the Building at the ramp.

1. Open Regular Meeting Introductions and Pledge of Allegiance
2. Agreement with Northern Berkshire EMS - 6:30 p.m.
3. Consent Agenda
   a. Minutes -November 28, 2023
   b. Warrants – PR & AP
4. Discussion/Decision Items
   a. Animal Inspector Appointment – Bailey DiSanti
   b. 2024 Liquor, Vehicle and Common Victualler Licenses
   c. Flag Policy
5. Town Administrator Updates
   a. Western MA – ASHER Training location – Community House
   b. Town Clerk Office Update
6. Announcements from Board Members
7. Public Comment
8. Any other business not anticipated 48 hours prior to the meeting.

Submitted by: Jennifer Morse – Town Administrator Posted: 12/8/23 @ 8:15 a.m.

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

CHESHIRE FIRE DEPARTMENT

29 SOUTH STREET
CHESHIRE, MA 01225
HEADQUARTERS: 413-743-3387 FAX: 413-743-3145

Stipends for July 1, 2023 through December 1, 2023

Fred Balawender: 25 calls for service = $500.00

Christopher Biddy: 22 calls for service = $400.00

Mia Francesconi: 3 calls for service = $60.00

Thomas Francesconi: 48 calls for service = $960.00

Christopher Garner: 17 calls for service = $340.00

Tim Garner: 31 calls for service = $620.00

Fran Gwozdz: 8 calls for service = $160.00

Andy Heath: 21 calls for service = $420.00

Del Krzeminski: 29 calls for service = $580.00

Brent Lancia: 40 calls for service – 23 (highway) = 17 = $340.00

Brian Lancia: 2 calls for service = $40.00

Bryant Martin: 0 calls for service = $0.00

Kim Martin: 22 calls for service = $440.00

Sandy Martin: 1 calls for service = $20.00

Shawn Martin: 16 calls for service = $320.00

Corey McGrath: 41 calls for service – 23 (highway) = $360.00

Jason Mendonca: 28 calls for service = $560.00

Christy Rech: 1 calls for service = $20.00

William Rech: 2 calls for service = $40.00

Michael Sabato: 58 calls for service – 31 (highway) = $540.00

Corey Swistak: 72 calls for service – 38 (highway) = $680.00

Total calls dispatched: 139

These totals are based off of a $20.00 stipend per call. Town workers have been removed for daytime responses.

Whitney Flynn

From: Tom Francesconi
Sent: Wednesday, December 6, 2023 8:40 AM
To: Whitney Flynn
Subject: My stipend

Hi Whitney,

I forgot to mention that regarding my personal stipend for calls responded to, I'd like to donate that to the town so to speak. I get a salary for my administrative duties which I feel covers my responses to calls also so I'll forgo the stipend.

Thank you Whitney

Tom Francesconi - Fire Chief
Town of Cheshire

Northern Berkshire EMS

A Division Of North Adams Ambulance Service Inc.

10 Harris Street • P.O. Box 1045
North Adams, MA 01247-1045
Phone: (413) 664-6680 • Fax: (413) 664-4051
www.northernberkshireems.com

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **NORTH ADAMS AMBULANCE SERVICE, INC, d/b/a NORTHERN BERKSHIRE EMS** a private non-profit Paramedic level ambulance corporation, hereinafter referred to as **"NAAS"**, and the **TOWN OF CHESHIRE, MA**, a municipal corporation, hereinafter referred to as **"CHESHIRE, MA"**.

WITNESSETH: It is hereby covenanted and agreed as follows:

WHEREAS, Cheshire, MA desires to obtain emergency medical services from NAAS and NAAS is willing and ready to furnish such service upon the terms and conditions hereinafter more particularly set forth; **NOW, THEREFORE**, in consideration of the terms, conditions covenants and performance contained herein, the parties hereto agree as the follows:

1. SERVICES. NAAS agrees to respond to emergency medical calls within the Town limits of Cheshire, MA, NAAS shall perform all necessary services in regard to responding to any such call. NAAS agrees to transport the patient(s) to the most appropriate facility for treatment.

2. COMPENSATION. In consideration of the services to be rendered by NAAS during the period covered by this agreement, Cheshire, MA hereby agrees to allow NAAS to utilize the Cheshire Fire Department, 29 South Street, Cheshire MA, 01225 as a substation (pursuant to the ambulance license #3676), to be reviewed by both parties prior to April 1st of each year.

Cheshire, MA agrees to allow NAAS to solicit the annual fund drive to all households and businesses in the Town of Cheshire, MA.

3. COMPLIANCE WITH LAWS. NAAS, in performance of this Agreement, agrees to comply with all applicable Federal, State, and local laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and individuals to assure quality of services.

4. TERMINATION. If either party fails to comply with the terms and conditions of this Agreement, the other party may immediately suspend or terminate this Agreement. NAAS may terminate this Agreement, without cause, upon giving ninety (90) days written notice of the intent to terminate to Cheshire, MA. Cheshire, MA may terminate this Agreement, without cause, at any time upon written notice to NAAS.

5. NOTICE AND CONTRACT ADMINISTATION. Any official notice that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the

A Non-Profit Corporation Serving:
North Adams, Florida, Clarksburg, Monroe, Rowe, Hancock, New Ashford, Williamstown, MA
Stamford, Readsboro, VT

United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addressed as follows:

NAAS: NORTH ADAMS AMBULANCE SERVICE, INC
P.O. Box 1045
10 Harris Street
North Adams, MA 01247
Attn: Chief/General Manager

CHESHIRE, MA: TOWN OF CHESHIRE, MA
P.O. Box 187
Cheshire, MA 01225
Attn: Town Selectmen

6. DURATION OF AGREEMENT. This Agreement shall be in force and in effect from January 1, 2024 and automatically renew annually unless notification is made ninety (90) days in advance to terminate this agreement.

7. ENTIRE AGREEMENT. This agreement is the complete expression of the terms of hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

DATED: December 12, 2023.

NORTH ADAMS AMBULANCE SERVICE, INC

Paul Ethier, President
Board of Directors

John Meaney, Jr., BS, NRP, I/C
Chief/General Manager

TOWN OF CHESHIRE, MA

Shawn McGrath, Chairman
Board of Selectmen

Jennifer Morse, Town Administrator

2024 Licenses

Name of Business	License Type	Fee	License #	Paid
Chicks Auto Repair	Used Car Dealer Class II	$100.00	24-05	
Lewis Service Center/Harry's	Used Car Dealer Class II	$100.00	24-06	
Cheshire Auto	Used Car Dealer Class II and Class III	$200.00	24-02 24-03	
Bedard Bros.	Used Car Dealer Class I	$150.00	24-04	
LRB Auto dba Bedard Bros	Used Car Dealer Class I	$150.00	24-07	
Saldo's Auto Salvage	Used Car Dealer Class III	$100.00	24-08	
Berkshire Van Company, Inc.	Used Car Dealer Class II	$100.00	24-01	
Whitneys	Used Car Dealer Class II	100	24-09	
Cheshire Manhant Beverage	Common Victuallers	$50.00	CV24-02	
Cheshire Manhant Beverage	Package – All Alcohol	$500.00	00010-PK-0210	
Alison Warner/Diane's Twist	Common Victuallers	$50	CV24-03	
Convenience Plus /Global Montello Group	Common Victuallers	$50	CV24-04	
Jay Krishna Corp/Green Acres	Common Victuallers	$50	CV24-05	
Jay Krishna Corp/Green Acres	Package – All Alcohol	$500	89416-PK-0210	
Whitney's Farm Stand	Common Victuallers	$50	CV24-06	
Whitney's Farm Stand	Package- Wine and Malt	$500	00021-PK-0210	
Goose's Trailside Treats	Ice Cream Shop	$50	CV24-01	
Your Town Donuts LLC/Dunkin	Common Victualler	$50	CV24-07	

Flag Policy

I. Introduction

This Policy is intended to address flags allowed to be flown on Town of Cheshire flagpoles.

II. Flags Allowed to Be Flown

The Board of Selectmen authorizes the following flags to be flown on Town-owned flagpoles, as an official expression of the Town's governmental speech, to which the strictures of the First Amendment do not apply:

- The official flag of the United States of America;
- The official flag of the Commonwealth of Massachusetts;
- The official flag of the Town of Cheshire;
- The official flags of the various branches of military services of the United States of America; and/or
- The official MIA-POW flag.

No other flags shall be allowed to be flown on Town of Cheshire-owned flagpoles, as those flagpoles and this policy are not intended to establish or serve to create a forum for private expression.

Adopted by vote of the Board of Selectmen:

DRAFT

Cheshire Highway Department

Bi-weekly

Activity Log

Monday – Dug grave at cemetery and prepped for burial on Tuesday. 2 employee's off.

Tuesday – Call in to treat roads in am. Treated roads, fixed truck spinner issue on T5. Started fixing T3 hydraulic leak (large hose that runs from tank to front.

Wednesday – Continued on T3 hydraulic line (was able to move hydraulic machine onto cart and place under truck to make a coupling. Fixed T3 plow (replaced center nut), Continued on yard work (cleanup).

Thursday – 3 to OSHA10 training in Beckett. Office work/errands.

Friday – 3 to OSHA10 training, yard clean-up continued.

Sat/Sunday – Nothing

Monday – Organized and cleaned side of salt shed area (millings&rolled), Emptied and organized old shop and placed grader inside.

Tuesday – Started ditch work from Wells road to Bator trailer park. One (1) load material.

Wednesday – Treated roads in am, continued ditch work on 116. Two (2) loads of material.

Thursday – Ditch work from Birch Ln up 116. Four (4) loads of material. Hosed trucks out for light snow, worked on plows (tighten bolts/checks).

NOTES

1. It Took 4yrs since I started but the vision of cleaning up this yard and organizing it is finally coming together. Guys are really excited to see the place looking better. Scrapped 4 old plows and other metal that was buried in the woods, a bunch

of trash that was held on to for unknown reasons. We hope you and the town's people have noticed the effort.

2. Everyone now has OSHA10 (required) as 3 took it in Becket and 1 online.

3. Savoy RD (116) is nearly completed on digging out the blacktop waterways. Several residents in the area have stated they have been there for 25-35 years and they have never seen it done. Hopefully we will be able to finish in a day and then sweep them out once completed to get remaining debris out.

4. No vehicle issues at this time, just minor repairs to a few (including janitor/water trucks).

Happy Holidays

Thank you,

Corey Swistak