



TOWN OF ERVING

SELECT BOARD / WATER COMMISSIONERS

To be held at the Senior & Community Center
1 CARE DRIVE, ERVING, MASSACHUSETTS 01344

Jacob A. Smith, Chair
Scott Bastarache
James Loynd
Select Board

Bryan Smith
Town Administrator

Meeting Agenda

Monday, January 22, 2024

This meeting is open to the public.

Scheduled Business

<i>Time</i>	<i>Agenda Item</i>
6:00 PM	Call to Order
6:00 PM	Executive Session pursuant to Massachusetts General Law Chapter 30A, Section 21 (a) (3)
7:00 PM	Public Hearing: Review of Public Layout for Bridge Street and Maple Avenue & Order of Layout

Old Business

<i>Agenda Item</i>	<i>Section</i>
Review of Flags, Banners, & Signs on Governmental Flagpoles, Buildings & Properties Policy Draft- 3 rd Reading	1
Review of Proposed Personnel Policies & Procedures Manual Draft	2
Public Hearing: Review of Public Layout for Bridge Street and Maple Avenue & Order of Layout	3

New Business

<i>Agenda Item</i>	<i>Section</i>
Meeting Minutes: January 09, 2023, March 27, 2023, December 18, 2023	4
Review and Potential Appointment of Conservation Commission Vacancy Letter of Interest- Maureen Black	5
Approval of Federal FY2023 Emergency Management Performance Subgrant Award	6
Discussion Regarding Renewal of Wastewater Agreement with Montague	7
Review of Town Planner Position Description	8
Police Department Letter of Recognition- Officer Bryant	9
Discussion Regarding Former IP Mill Redevelopment RFP	10
Review of Non-Union Police Department Personnel Compensation Schedule	11

Other Business

Signing of the Treasury Warrant

Executive Session: pursuant to Massachusetts General Law Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining ...if an open meeting may have a detrimental effect on the bargaining ... position of the public body and the chair so declares. (NEPBA 121, Police Unit)

Anticipated Next Meeting Dates

Monday, January 29, 2024

Monday, February 05, 2024

Note: These agenda items and estimated times are those reasonably anticipated by the Chair. Not all items listed may in fact be discussed and other items not listed may be brought up for discussion. Estimated agenda times may need to be changed on the night of the meeting for the sake of expediency. Section numbers correspond to agenda packets and are not an indication of the order of the agenda

Town of Erving

Select Board Public Meeting Participation Guidance

The Select Board welcomes residents to communicate questions, comments or concerns. Participants at Select Board meetings are notified that the meetings are both video and audio recorded, and comments provided will become part of the record. While offering public input, it is important that the Select Board is also allowed enough time to conduct their other business. The following guidelines have been established to make the best use of time at Select Board meetings.

1. To request time on the Select Board agenda, persons must contact the Town Administrator at (413) 422-2800, Ext.1102 or at SBRequests@erving-ma.gov by noon on the Tuesday before the meeting.
 - a. Requests will be submitted to the Chairperson for consideration and scheduling.
 - b. Supporting documentation related to the request must be provided to the Administrator's office by noon on the Thursday prior to the meeting. The Chairperson may remove requested agenda topics that are made without supporting documentation.
2. The Select Board encourages public participation as follows:
 - a. Town residents can bring comments before the Select Board that require discussion and are on the agenda, only after being recognized by the Chair. If your issue is not on the agenda, you may bring it up under "Future agenda items".
 - b. "Topics not anticipated" should be brought to the Chair for possible consideration prior to the meeting.
 - c. Please try to keep your comments short and to the point.
 - d. If it appears that the topic(s) being discussed will consume longer than the time allocated then, at the discretion of the Chair, the matter will be placed on an upcoming Select Board meeting agenda.
 - e. If you believe that your topic will require more time or desire to make a more formal presentation than is allowed under these guidelines, please contact the Town Administrator to ask to be put on a future agenda so that we can properly allocate enough time.
 - f. You are free to ask questions or to make your point for all to consider. However, engaging in active debate with Select Board or audience members will not be allowed.
 - g. All comments and questions must be directed to the Chair of the Select Board per MGL Chapter 30A, Section 20(g).
 - h. Participants are expected to speak from the presenter/guest table.
3. Employees and Board members who have business with the Select Board should be placed on the agenda beforehand (see Item # 1.).
4. Anyone wishing to contact the Select Board in writing may do so at:

Town of Erving, Attn: Select Board, 12 East Main Street, Erving, Massachusetts 01344

Alternatively, members of the public can complete a Select Board submission form at the meeting sign in table and office staff member will follow up.

The Select Board appreciates your cooperation in honoring these guidelines.

From Massachusetts Attorney General Official Website

What public participation in meetings must be allowed?

Under the Open Meeting Law, the public is permitted to attend meetings of public bodies but is excluded from an executive session that is called for a valid purpose listed in the law. Any member of the public also has a right to make an audio or video recording of an open session of a public meeting. A member of the public who wishes to record a meeting must first notify the Chair and must comply with reasonable requirements regarding audio or video equipment established by the chair so as not to interfere with the meeting. The Chair is required to inform other attendees of such recording at the beginning of the meeting.

While the public is permitted to attend an open meeting, an individual may not address the public body without permission of the Chair. An individual is not permitted to disrupt a meeting of a public body, and at the request of the Chair, all members of the public shall be silent. If after clear warning, a person continues to be disruptive, the Chair may order the person to leave the meeting, and if the person does not leave, the Chair may authorize a constable or other officer to remove the person.



TOWN OF ERVING

12 Main Street
Erving, Massachusetts 01344
Telephone: (413) 422-2800
Facsimile: (413) 422-2808
Email: administrator@erving-ma.gov

FAC-010

Policy

Flags, Banners & Signs for Governmental Flagpoles, Buildings & Properties Policy

Approved: _____ Date: _____

Table of Contents

.01	Issue Date / Effective Date.....	1
.02	Purpose.....	1
.03	Applicability.....	1
.04	Policy	1
.05	Eligible Flags and Order of Precedence.....	1
.06	Federal, State, and Local Proclamation of Special Occasion	2
.07	Eligible Banners and Signs	2
.08	Other Flags.....	2
.09	Other Banners and Signs.....	2

.01 Issue Date / Effective Date

This policy is issued and effective on _____.

.02 Purpose

The purpose of this policy is to establish guidelines for the display of flags, banners, and signs on Town flagpoles, Town buildings, and Town property.

.03 Applicability

This policy is applicable to all Town owned flagpoles, buildings, and property.

.04 Policy

It is the policy of the Town of Erving that all flags, banners, or signs will be displayed in conformance with Federal and State laws and this policy. This includes, but is not limited to, the Federal "Our Flag" publication and Massachusetts General Law Chapter 2, Section 6 and Section 6A.

.05 Eligible Flags and Order of Precedence

Only the United States, Commonwealth of Massachusetts, Town of Erving and official flags of the U.S. Military and POW/MIA flags may be flown on any Town owned flagpole. Outdoor flags will be flown on Town flagpoles in the following order of precedence:

1. First, the United States flag;
2. Second, the Commonwealth of Massachusetts flag;
3. Third, the Town of Erving flag; and

4. Fourth, official flags of the U.S. Military and POW/MIA.

.06 Federal, State, and Local Proclamation of Special Occasion

Flags flown on Town flagpoles shall be displayed in accordance with the standards referenced above in Sections .04 and .05. The Select Board, or if time is of the essence, the Town Administrator may order flags to be lowered to half-staff including, but not limited to, flags of the United States and the Commonwealth of Massachusetts in honor of the death of a Town employee killed in the line of duty, or in the observance of a specific event or circumstance, or if ordered by the President of the United States or the Governor of the Commonwealth.

.07 Eligible Banners and Signs

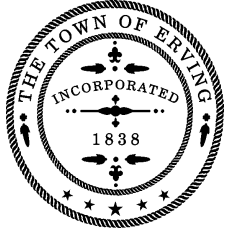
Only banners and signs that are Town sponsored may be erected on or attached to Town buildings or Town property.

.08 Other Flags

The Town's flagpoles are not intended to serve as a forum for free expression by the public. The only flags permitted on Town owned flagpoles are those set forth in Section .05, and all other flags are prohibited from being flown on any and all Town of Erving flagpoles.

.09 Other Banners and Signs

Town buildings and other Town property are not intended to serve as a forum for free expression by erection on or attachment to banners or signs. The only banners or signs permitted on Town buildings or Town property are those set forth in Section .07, and all other banners and signs are prohibited from erection on or attachment to any Town building or Town property.



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800
Fax 413-422-2808
Email: administrator@erving-ma.gov

Jacob A. Smith, Chair
Scott Bastarache
James Loynd
Select Board

Bryan Smith
Town Administrator

January 19, 2024

To: Select Board

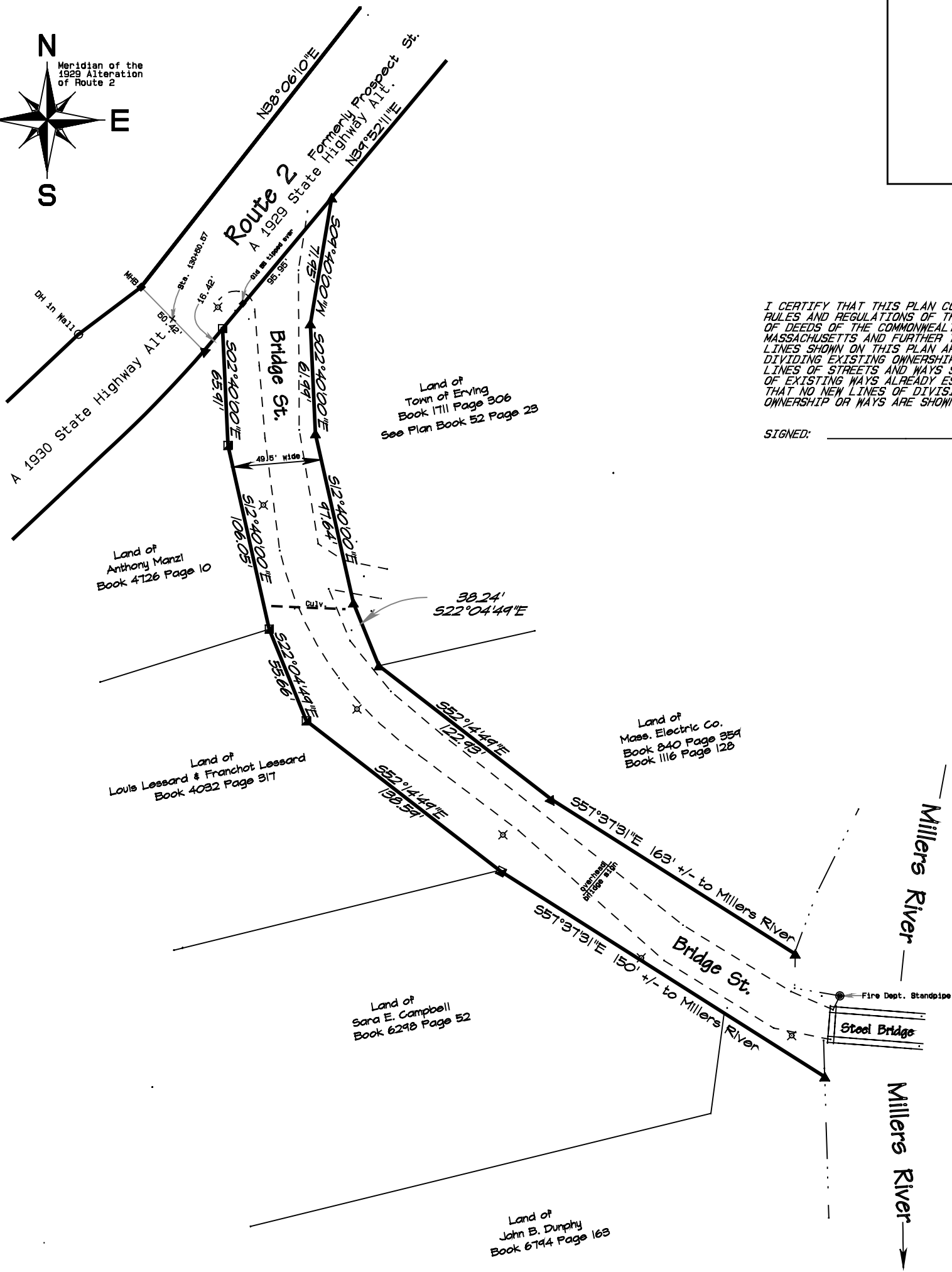
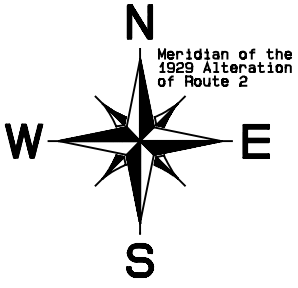
From: Bryan Smith, Town Administrator

RE: Order or Layout for Maple Avenue and Bridge Street

On Monday, January 8, 2024, the Select Board voted to issue formal notice to the property owners on Bridge Street and Maple Avenue of the plans to hold a hearing on the proposal to order the layouts as previously presented. Notices were mailed by certified mail on January 9, 2024. The proposed layouts were posted to the Town website and the notices included a copy of the link. Additionally, copies of the layout have been available for review at Town Hall.

The hearing is scheduled for Monday, January 22, 2024 at 7PM and property owners have been informed that at the conclusion of the hearing, the Select Board may vote to order the layouts. In anticipation of this outcome, I have included draft orders for the Select Board to review.

The Special Town Meeting is scheduled for January 31, 2024 and includes warrant articles to seek voter approval for the same layouts.



I CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS AND FURTHER THAT THE LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF EXISTING WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES OF DIVISION OF EXISTING OWNERSHIP OR WAYS ARE SHOWN.

SIGNED: _____

For Review

Symbol	Description
▲	UNMONUMENTED POINT
●	STANDPIPE
x	UTILITY POLE
■	STONE BOUND
⊙	DRILL HOLE IN WALL
---	EDGE OF RIVER
----	EDGE OF PAVEMENT

NOTE
 THE PURPOSE OF THIS PLAN IS TO LOCATE AND DOCUMENT THE EXISTING LAYOUT OF BRIDGE ST. AS FOUND



SURVEY: June 2, 2023

ELEC. FILE: Bridge St. Erving Layout.pro

LAYOUT PLAN OF BRIDGE ST. IN ERVING MA.
 Surveyed For
The Town of Erving MA

From The Office Of
Edward C. Muezynek
 PROFESSIONAL LAND SURVEYOR Reg. No 32089
 185 Old Albany Rd. Greenfield MA. 01301

DATE
 FILE NO.
 23-020

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

Town of Erving
January 2024

ORDER OF LAYOUT OF BRIDGE STREET

Pursuant to the provisions of Massachusetts General Laws, Chapter 82, Sections 21 through 24, the Select Board having given proper notice of the layout of Bridge Street pursuant to Massachusetts General Laws, Chapter 82, Section 22, the Select Board hereby vote and thereby layout Bridge Street, more particularly bounded and described as follows:

West Side

Beginning at a set concrete bound on the south line of Route 2, a 1929 Massachusetts State Highway Alteration, said concrete bound being 16.42 feet easterly of a point opposite Station 130+50.57.

Thence S02°44'00"E, a distance of 65.91 feet to a set concrete bound.

Thence S12°40'00"E, a distance of 106.05 feet to a set concrete bound.

Thence S22°04'49"E, a distance of 55.66 feet to a set concrete bound.

Thence S52°14'49"E, a distance of 138.59 feet to a set concrete bound.

Thence S57°37'31"E, a distance of 150 feet, more or less, to the west side of Millers River.

East Side

Beginning at a point on the south line of Route 2, a 1929 Massachusetts State Highway Alteration, said point being 112.37 feet easterly of a point opposite Station 130+50.57.

Thence S09°40'00"W, a distance of 71.95 feet to a point.

Thence S02°40'00"E, a distance of 61.99 feet to a point.

Thence S12°40'00"E, a distance of 97.64 feet to a point.

Thence S22°04'49"E, a distance of 38.24 feet to a point.

Thence S52°14'49"E, a distance of 122.93 feet to a point.

Thence S57°37'31"E, a distance of 163 feet, more or less, to the west side of Millers River.

Said layout being 49.5 feet wide from Route 2 to Millers River.

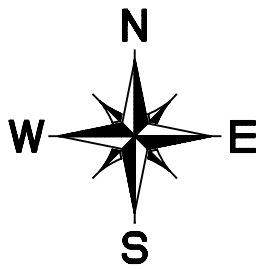
Being more particularly shown on a plan entitled "Layout Plan of Bridge Street in Erving, MA" dated January 10, 2024, by Edward C. Muszynski, PLS as filled in the office of the Town Clerk.

Witness our hands on this 22nd day of January 2024.

Jacob A. Smith, Chair

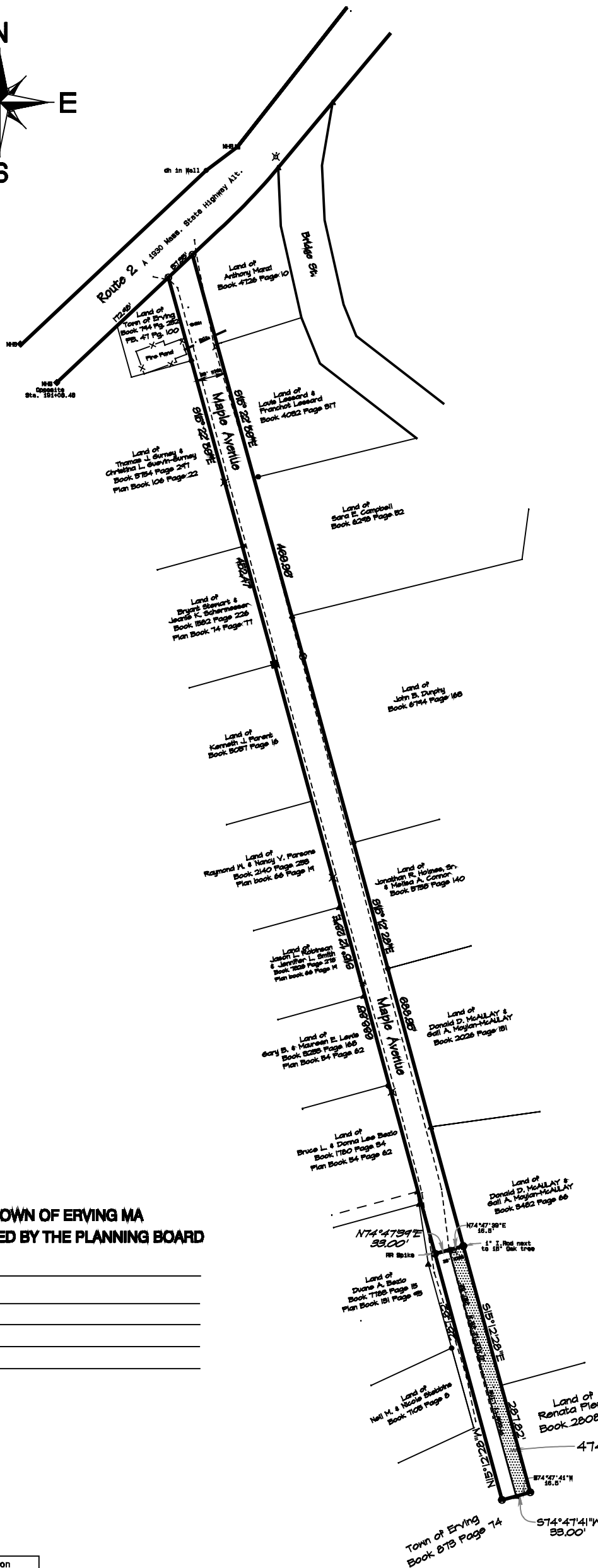
Scott Bastarache

James Loynd



I CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

SIGNED: _____



LAI D OUT BY THE SELECTMEN

Date _____

FILED WITH THE TOWN CLERK

Date _____

 TOWN CLERK

ACCEPTED BY TOWN MEETING

Date _____

 TOWN CLERK

**TOWN OF ERVING MA
 APPROVED BY THE PLANNING BOARD**

Date _____

Legend

Symbol	Description
▲	UNMONUMENTED POINT
×	UTILITY POLE
■	STONE BOUND FOUND
●	IRON PIN FOUND
⊗	RAILROAD SPIKE FOUND
●	CAPPED IRON PIN SET
---	EDGE OF PAVEMENT

SCALE 1"=60' 	SURVEY: June 2023 ELEC. FILE: Maple Ave. Layout Plan.pro
PLAN OF PROPOSED LAYOUT OF MAPLE AVENUE IN THE TOWN OF ERVING MASSACHUSETTS	
From The Office Of Edward C. Muszynek PROFESSIONAL LAND SURVEYOR Reg. No. 30389 185 Old Albany Rd. Greenfield MA. 01301	DATE January 8, 2024 File No. 23-020

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

Town of Erving
January 2024

ORDER OF LAYOUT OF MAPLE AVENUE

Pursuant to the provisions of Massachusetts General Laws, Chapter 82, Sections 21 through 24, the Select Board having given proper notice of the layout of Maple Avenue pursuant to Massachusetts General Laws, Chapter 82, Section 22, the Select Board hereby vote and thereby layout Maple Avenue more particularly bounded and described as follows:

West Side

Beginning at a railroad spike set in the pavement on the south line of Route 2, a 1930 Massachusetts State Highway Alteration, said spike being 172.98 feet easterly of a Massachusetts Highway Bound opposite Station 191+08.48.

Thence S15°22'39"E, a distance of 452.47 feet to a stone bound.

Thence S15°12'28"E, a distance of 688.85 feet to a railroad spike set in the pavement.

Thence continuing S15°12'28"E, a distance of 287.82 feet to the end of location.

East Side

Beginning at a railroad spike set in the pavement on the south line of Route 2, a 1930 Massachusetts State Highway Alteration, said spike being 210.33 feet east of a Massachusetts Highway Bound opposite Station 191+08.48.

Thence S15°22'39"E, a distance of 469.96 feet to a set concrete bound.

Thence S15°12'28"E, a distance of 688.96 feet to a set iron pin.

Thence continuing S15°12'28"E, a distance of 287.82 feet to the end of location.

Said layout being 33 feet wide from Route 2 to end of location.

Being more particularly shown on a plan entitled "Plan of Proposed Layout of Maple Avenue in the Town of Erving, Massachusetts" dated January 8, 2024, by Edward C. Muszynski, PLS as filed in the office of the Town Clerk.

Witness our hands on this 22nd day of January 2024.

Jacob A. Smith, Chair

Scott Bastarache

James Loynd

Meeting Minutes

Board: Select Board / Water Commissioner's Meeting
Date: Monday, January 09, 2023
Location: Senior & Community Center, 1 Care Drive, Erving, MA 01344

Select Board Present: Jacob Smith, Scott Bastarache, William Bembury

Finance Committee: Debra Smith, Charles Zilinski, Daniel Hammock

Also, Present: Bryan Smith, Mariah Kurtz, Jacquelyn Boyden, Peter Sanders, Daniel Watson, Richard Newton, Leo Parent Jr., Erik Eichorn, Abigail Baines, Paula Betters, Mackensey Bailey

Press: Otis Wheeler, BNCTV

At 6:36 PM **Chairman Smith** called the meeting of the Select Board to order.

Discussion Regarding Recycling Center Proposal

The Select Board members reviewed a memorandum from Bryan Smith, Town Administrator, regarding the proposal to establish a formal recycling center at Public Works for the convenience of residents. **Chairman Smith** provided an overview of the estimated costs for the proposed improvements. The Select Board members discussed the option to approach the work in phases and the approximate cost of \$100,000.00 to \$120,000.00 with contingency. **Selectman Bastarache** discussed support for making progress on the proposal for a recycling center and expressed support for submitting the project for consideration to the Capital Planning Committee. **Chairman Smith** discussed potential budget implications related to the proposal. The Select Board members discussed wanting to review a staffing cost estimate that would provide for two (2) days a week, providing for both weekend and afternoon opening hours. Bryan will prepare a staffing cost estimate and draft a capital project request. The Select Board members will review the topic at a future meeting.

Review of Family and Medical Leave Act Policy Draft- 3rd Reading

The Select Board members conducted a third reading of the draft Family and Medical Leave Act (FMLA) policy. The Select Board members expressed no concerns and support for approving the policy. **Selectman Bastarache** made a motion to approve the Family and Medical Leave Act policy, ADM 181, effective January 9, 2023. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Review of Remote Work Policy- 2nd Reading

The Select Board members conducted a second reading on the draft Remote Work policy. **Selectman Bembury** expressed no concerns with the draft policy. **Selectman Bastarache** asked if the policy is a shift from the current practice. Bryan explained that the policy is meant to formalize the current practice and address items that may not have originally been considered. **Chairman Smith** requested an edit to the first sentence in Section .15. **Selectman Bastarache** and **Chairman Smith** both discussed support for circulating the draft to department heads and staff for more feedback. Bryan will circulate the draft and gather feedback. The Select Board will conduct a third reading at the next meeting.

Review of Proposed Cemetery Commission Bylaw

The Select Board members reviewed a memorandum from Bryan that proposes two (2) bylaw amendments regarding the Cemetery Commission; one article to rescind the previous 1949 Town Meeting vote that created the Cemetery Commission and a second article that would re-establish the Cemetery Commission with specifications on membership and duties. **Selectman Bembury** expressed support for the proposed articles. **Chairman Smith** expressed concern about assigning the authority to appoint staff of the Cemetery. **Chairman Smith** suggested amending the duties to include making recommendations

Meeting Minutes

regarding staff for the care of the Cemetery to the Select Board. The Select Board members expressed agreement to the proposed amendment. **Chairman Smith** asked the Select Board members if the proposed articles should be included on the next Special Town Meeting warrant. The Select Board members expressed agreement.

Review of Meeting Minutes of December 05, 2022

The Select Board members passed over this agenda topic.

Review of Meeting Minutes of December 19, 2022

The Select Board members passed over this agenda topic.

Calendar Year 2023 Business Licenses

The Select Board members reviewed a memorandum from Bryan regarding the proposed license renewals for calendar year 2023. **Chairman Smith** explained that the Select Board is reviewing some late license renewal requests and that the businesses are current on their taxes. The Select Board members expressed no concerns with approving the license renewals. **Chairman Smith** made a motion to issue a Class II/ Automotive Repair/Sell Second-hand Vehicles license to Accurate Automotive Services, Inc, at 21 Lester Street, expiring December 31, 2023; and an Auto & Marine Repair license to Johnson Auto & Marine Service, at 97 Mountain Road, expiring December 31, 2023, with an issue date of tonight for both. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Review & Approval of 2022 Alcoholic Beverages Annual Report

The Select Board members reviewed the 2022 Alcoholic Beverages Annual report. **Chairman Smith** reviewed the report that shows that five (5) licenses were issued, with a total amount of fees collected of \$1,925.00, and no violations that the Town is aware of. **Selectman Bastarache** made a motion to approve the Alcoholic Beverages Annual Report 2023 for calendar year 2022. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Review & Approval of Renewal Certification Report

The Select Board members reviewed the Renewal Certification Report for 2023, noting that no establishments failed to renew their licenses for 2023. **Selectman Bastarache** made a motion to approve the Renewal Certification for 2023. **Chairman Smith** seconded. **Vote:** Unanimously approved.

Review & Approval of 2023 Seasonal Population Estimation Form

The Select Board members reviewed the 2023 Seasonal Population Estimation form. **Chairman Smith** explained that the Town anticipates no significant changes to the seasonal population in July and estimates 1,800 residents for 2023. The Select Board members expressed no concerns. **Selectman Bastarache** made a motion to approve the 2023 Seasonal Population Increase Estimation Form. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Review & Issuance of the 11th Water Commitment for FY2023

The Water Commissioners reviewed the 11th Water Commitment for FY2023 for backflow water charges, in the aggregate amount of \$560.00. **Chairman Smith** made a motion to approve the 11th Water Commitment for FY2023 in the amount of \$560.00, for the testing of backflow prevention devices. **Commissioner Bastarache** seconded. **Vote:** Unanimously approved.

Issuance of Cemetery Deeds # 575-582

Selectman Bembury expressed concerns about issuing deeds to individuals who do not currently live in Erving, noting the limited availability of plots in the Cemetery. **Selectman Bembury** noted understanding the concerns and balancing those with the needs of current residents and suggested formalizing it as a policy and procedure. **Selectman Bembury** further clarified that he would support approving the current deed requests but would request support for a motion to not approve deed requests for non-Erving residents in the future. The Select Board members acknowledged the concerns and agreed to revisit the topic.

Selectman Bastarache made a motion to issue the following deeds to the right of burial in Erving Center Cemetery:

- Deed number 575 for lot number 357A, to Deborah Ann White and Raymond James Mayhew, Jr.; and
- Deed number 576 for lot number 357B, to Deborah Ann White and Kathleen Ann Mayhew; and
- Deed number 577 for lot number 357C, to Deborah Ann White; and
- Deed number 578 for lot number 357D, to Deborah Ann White and Daniel Richard White; and
- Deed number 579 for lot number 358A, to Deborah Ann White and Paul Frederick Mayhew; and
- Deed number 580 for lot number 358B, to Deborah Ann White and Amy Kathleen Mayhew; and
- Deed number 581 for lot number 358C, to Deborah Ann White and Kody Dean Mayhew; and
- Deed number 582 for lot number 358D, to Deborah Ann White and Bernadette Theodore Marx

Chairman Smith seconded. **Vote:** Unanimously approved.

Joint Meeting with Finance Committee- Review of FY2024 Budget Requests- Health & Human Services, Culture & Recreation, Public Works, and General Government

At 7:06 PM **Chairman Smith** called the joint meeting of the Select Board and the Finance Committee to order.

Review of the Board of Health & Health Department Budget Request

Leo Parent, Board of Health Chair, joined the meeting to review the FY2024 budget request of \$92,416.00. Leo reviewed the highlights & challenges that the Board has worked through in FY2023 that includes the offering of a CPR course, and the transition of the shared Health Agent from the District into the Town of Erving. Leo discussed the hiring of Claudia Sarti and the Oversight Committee reviewing the newly formed agreement by June 30, 2023. Bryan explained transition plan for the shared Health Agent service in the budget. **Selectman Bastarache** discussed additional potential cost of insurance for staff members. **Chairman Smith** explained that under the new arrangement, Erving is taking on the leadership role for the relationship with the towns of Northfield and Shutesbury. **Selectman Bastarache** clarified that Claudia has served as the Town's Health Agent for more than four (4) years and the change was only to internalize the service for the Town. The Select Board and the Finance Committee members expressed no concerns at this time.

Review of the Senior & Community Center Budget Request

Paula Betters, Senior Center Director, joined the meeting to review the FY2024 budget request of \$182,749.00. Paula reviewed the highlights and challenges experienced in FY2023, noting that there were minimal challenges with reopening the Center. Paula explained the loss of the regular lunch service and that she is exploring options to provide an alternative service for lunchtime. Paula discussed the strong turnout for programs with new senior participants, highlighting that the exercise classes are meeting the capacity of the space and may need to be broken into more frequent offerings to accommodate the

Meeting Minutes

interest. Paula discussed the concept of an “emerging senior” and efforts to align programs and services to this demographic. Paula discussed the efforts to hire for the Activities Coordinator position and explained the goal of exploring evening programs and intergenerational programming. Paula discussed the potential programs with the Elementary School. Paula explained the rationale for increasing the budget requests for purchased services and for electricity. **Selectman Bastarache** asked about the increased usage of the Center and Paula provided explanations. **Selectman Bastarache** explained that he wants to see more senior and family programming as the Activities Coordinator comes on board. The Select Board and Finance Committee members discussed wanting to further explore the community aspect of the facility with Paula. The Select Board and the Finance Committee members expressed no further concerns at this time.

Review of the Veterans Services Budget Request

Bryan reviewed the FY2024 budget request of \$42,500.00. Bryan explained that he is requesting a level funded budget for the Upper Pioneer Valley Veterans Services District assessment and for the benefits line item and is suggesting the creation of a new line item in the amount of \$2,000.00 to support the Veterans recognition banner program that was recently established. The Select Board and the Finance Committee members expressed no concerns at this time.

At 7:46 PM Daniel Hammock recused himself as a member of the Finance Committee.

Review of the Library Budget Request

On behalf of the Library Trustees, Daniel provided some history for how the FY2024 budget request, in the amount of \$243,675.00, was developed. Daniel discussed some of the fixed costs changes as well as the review of position descriptions and revised classifications. Mackensity Bailey, Trustee, and Abigail Baines, Library Director, joined the meeting. Mackensity reviewed the highlights and challenges for the Library in FY2023, noting the pilot for new open hours for the Library that have attracted young children and seniors. Mackensity explained efforts to expand programming and the increased attendance at the Library, in general, and for programming. Mackensity discussed the settling of staffing with the hiring of the new Director and noted the challenges to complete the punch list on the construction project which includes the LEED certification. Mackensity discussed the increase in service costs, noting both the challenges as well as appreciation for the demand for programming. Abigail discussed the growing pains that have been experienced while transitioning from the projections that were made for operations with the building use assumptions and the experienced costs of running the new facility. **Chairman Smith** asked again for solar performance analysis. Bryan explained that the Town has received the analysis of the building’s energy consumption against the modeling and has been waiting for the solar generation analysis from the engineers. Abigail discussed the LEED certification process and explained that it requires Energy Star monitoring of the electrical systems. **Chairman Smith** asked about LEED certification status. Abigail provided an update on her work with the project architect to apply for certification from the Green Building Council.

Returning to the FY2024 budget request, **Selectman Bastarache** asked about the new positions at the Library. Mackensity clarified that there were newly approved position descriptions for existing staff members and that the Trustees followed the classification schedule. Abigail discussed the Library staffs efforts to increase programming while learning from the community what is needed. Abigail explained that the Department still relies on volunteers for programming support and that the FY2024 budget request includes an increase of \$1,500.00 to support those efforts with the understanding that most programs are funded by grants. Abigail reviewed the Library’s statistics for use in the past year. **Chairman Smith** discussed the potential for Library, Senior & Community Center, and Recreation Commission to

Meeting Minutes

jointly survey the community and solicit feedback. Mackensy and Abigail discussed ongoing programming and the waiting list that has developed for crafts. The Select Board and the Finance Committee members expressed no further concerns at this time.

At 8:08 PM Daniel Hammock rejoined the joint meeting.

Review of the Recreation Commission Budget Request

Jacquelyn Boyden and Erik Eichorn, Recreation Commissioners, joined the meeting to review the budget request in the amount of \$142,623.00. Erik reviewed the challenges the Commission has experienced in FY2023, noting the rebuilding of the Commission membership. Erik noted the restoration of Summer Park program after the COVID-19 challenges made it difficult to operate the program. Erik also discussed the return of Trunk or Treat and Rag Shag Parade events for Halloween. Erik discussed challenges that were experienced with the seasonal sports programs, noting the reduction in registrations. Erik explained that the Commission is hopeful for a strong basketball registration. Regarding goals for FY2024, Erik discussed approaching new strategies for reaching out to the residents with direct mailings and continuing to use existing media. Jacquelyn discussed the use of sub-committees and committing to a regular meeting schedule for the Commission. Jacquelyn discussed revisiting the strategic plan for park improvements. Jacquelyn explained that the Commission is in support of the proposed shared use path and discussed the Commission's goal of adding community events. **Chairman Smith** asked for further review of the expenses for park maintenance and ground maintenance. Bryan will review the expense history. **Selectman Bembury** asked about the status of new park signage, explaining his concerns about clearly communicating the rules and expectations for using the Town's parks. Jacquelyn explained that the signage is in the works of being finalized. The Select Board and the Finance Committee members expressed no further concerns at this time.

Review of the Historical Commission Budget Request

The Select Board and Finance Committee members passed over this agenda topic.

Review of the Town Clerk Office & Elections Budget Requests

Richard Newton, Town Clerk, joined the meeting to review the FY2024 budget request in the amount of \$54,848.00. Richard reviewed the highlights and challenges of FY2023 for his office, noting the nuanced changes in election laws, and further procedures enacted by the Secretary of State's office for weekly updates and conferences until the State election in November 2022. Richard discussed the progress that has been made on the Bylaw codification project with a goal of completing the work in FY2024. Richard discussed the State's work to implement revisions for a new Vitals Records integrated system with all stakeholders, including Town Clerks. Richard noted that all Town Clerks are awaiting an update to the Statewide Voter registration system. Richard discussed the work that has been done to respond to public records requests and explained the exploration of new software for licensing, cemetery management, and board & commission management. Regarding the budget request, Richard explained that the wages section was adjusted in accordance with the compensation schedule and reflects an overall reduction because there are only two (2) elections in the coming Fiscal Year. The Select Board and the Finance Committee members expressed no concerns at this time.

Review of the Water Department Budget Request

Peter Sanders, Water & Wastewater Superintendent, joined the meeting to review the Water Department budget request in the amount of \$105,240.00. Peter discussed the launch of the new Per- and Polyfluorinated Substances (PFAS) testing programs for all three (3) public water systems that the Town oversees. Peter discussed the work in FY2023 for the inspection, repainting, and repair of fire hydrants

Meeting Minutes

throughout the system as well as an effort to replace problematic meters. Peter explained the requested line-item increases related to changes in water testing requirements and well and pump station maintenance. **Chairman Smith** asked about the line item for distribution licenses. Peter explained that relicensing occurs every two (2) years. The Select Board and the Finance Committee members expressed no further concerns at this time.

Review of the Wastewater Department Budget Request

Peter reviewed the Wastewater Department budget request in the amount of \$1,062,111.00. Peter discussed the new nitrogen testing requirements that are the result of the newest Federal and State permits. Peter discussed the anticipated cost increases and therefore the requested increases for electricity and maintenance line items. Peter discussed the importance of rebuilding the maintenance line items to care for the collection and treatment systems. **Selectman Bembury** asked if the Wastewater Department was participating in the State program to monitor COVID-19 levels. Peter explained that the Town was interested in participation, but that the system was too small to participate. Daniel noted that much of the requested increases are directly related to external costs and regulatory changes. Bryan offered the context for the increases and maintenance requests as the Department is transitioning some maintenance costs from former special articles to the annual operating budget. Debra asked for an explanation of the unforeseen overtime costs, noting that the actual expenses have exceeded the budgeted amount. Peter explained that the line item was used to help cover staff time on special projects and response to alarm calls. **Chairman Smith** added that the line item also covers staff costs for call back and overtime for regular weekend coverage. **Chairman Smith** raised concern that the overtime expenditure for FY2023 will again exceed the appropriation. Debra asked for an explanation about the regular weekend coverage expectations and why it's associated with the overtime line item. Peter discussed the long-standing practice in the Department and explained that he is exploring if it is possible to reduce reporting requirements with the Massachusetts Department of Environmental Protection (MassDEP)

Chairman Smith noted the issues associated with estimating the usage of fuel and gas and predicting cost increase. Bryan discussed the review that had been done for budgetary line items and the additional tracking for costs related to testing. **Chairman Smith** discussed the option to consolidate the line item for the River Street pumpstation into the other line items that better define its use. **Chairman Smith** asked about the increased spending in consulting. Bryan explained that those costs were directly related to the reviews needed for the National Pollutant Discharge Elimination System (NPDES) permitting process that the Town underwent. **Chairman Smith** discussed rolling the line item for capital into line item for maintenance. Bryan discussed renaming line items to be clearer about intended purpose. The Select Board and Finance Committee members expressed agreement. **Selectman Bastarache** discussed sewer historical review of the maintenance line item and expressed concern about over funding the line item if not needed. Peter provided some examples of costs that are unexpected when issues in the collection system arise, such as inspectional cameras and jetting. Regarding the unforeseen overtime line item, **Selectman Bastarache** explained that the use of that line item for the weekend coverage can actually be anticipated and does not belong in that line item. Debra expressed concern about consistently scheduling overtime and discussed wanting to understand how scheduling can be structured to cover reporting requirements.

Discussion Regarding Water Dept. Project for Distribution System Lead Assessment & Potential SRF Forgivable Loan Opportunity

The Select Board and Finance Committee members reviewed a memorandum from Peter Sanders, Water & Wastewater Superintendent, and a professional engineering services proposal from Tighe & Bond to

Meeting Minutes

conduct the Lead Service Line Replacement Plan and Inventory as required by MassDEP and the United States Environmental Protection Agency (EPA). **Chairman Smith** provided an overview of the topic. Peter provided an explanation of the new EPA requirements and assessment regarding lead in the public water distribution systems. Peter discussed the potential to apply for a State Revolving Fund (SRF) loan that can be 100% refunded. Peter discussed the scope of the project work to identify service lines that are lead and galvanized. Debra asked about risk to system. Peter and Bryan explained that the Town's system is expected to be a lower risk because of its age. **Selectman Bembury** asked about the current testing that is done for lead in the water system. Peter explained that the Town currently tests for lead in the water system and that to date all results were under limits. Peter discussed the strategic testing of locations to obtain a representative sample. Debra asked for information about available assistance to property owners that may have a connection to the system that contains lead. Debra also asked what would happen if the Town does not comply with the request from MassDEP. Bryan believes that the Town will be notified of the approval of a forgivable loan application by the Town Meeting. Peter noted that the resulting inventory report will be available publicly. **Chairman Smith** raised concern about the replacement plan component of the required work and how it may impact the customers of the system. Bryan speculated about the program to potential support for property owners.

Chairman Smith expressed concern about the statewide scope of this project and his preference to allow the State to pay for associated cost. Daniel expressed concern about the potential impact to homeowners who may not have the means to mitigate lead service pipes that are identified. The Select Board and Finance Committee members discussed needing to better understand the requirements of the replacement plan portion of the project, the available support for homeowners and the potential impact to property owners. Debra explained that the Capital Planning Committee wants to know what other communities are doing around the timeline with the State and the potential to advocate for more time. **Selectman Bastarache** discussed his support for public safety initiatives but noted that he still has questions. **Chairman Smith** wants the Town to follow up with MassDEP regarding the program and its requirements for the SRF loan funds, including: is there sufficient funding available for the Town; and will MassDEP contract for the professional services to conduct the plan because the Town's system serves fewer than 10,000 people; and is the Town guaranteed forgiveness; and does the Town have to carry a long term debt service until 2024 when the loan may be forgiven? The Select Board and Finance Committee will review the topic at the next meeting.

Discussion Regarding Scheduling a Special Town Meeting

The Select Board and Finance Committee members reviewed a memorandum from Bryan regarding the article requests to be considered for inclusion on a potential Special Town Meeting warrant. **Chairman Smith** reviewed the topics, that include authorization to pay bills of a prior year, amendments to the FY2023 operating budget for the Education and Board of Health budgets, as well as amendments to the F2023 capital budget, and asked the Select Board and Finance Committee members if they would like to review a draft Special Town Meeting warrant, including these items, at the next joint meeting. **Selectman Bembury** and **Selectman Bastarache** both expressed agreement. Daniel Hammock also expressed support for reviewing a draft warrant. Bryan will prepare the draft for review at the next joint meeting.

At 9:47 PM **Chairman Smith** made a motion to adjourn the joint meeting of the Select Board and the Finance Committee and to continue with the Select Board meeting. Daniel Hammock seconded. **Vote:** Unanimously approved.

Review of Request for Qualifications for Town Hall Feasibility Study

The Select Board members passed over this agenda topic.

Meeting Minutes

Review of Proposed Personnel Bylaw Draft- 4th Reading

The Select Board members passed over this agenda topic.

Review of Proposed Personnel Policies & Procedures Manual Draft- 4th Reading

The Select Board members passed over this agenda topic.

Review of Bid Documents for Wheelock Street Culvert Replacement Project

The Select Board members reviewed the draft procurement documents and specifications for the Wheelock Street culvert replacement project. **Chairman Smith** explained that the Capital Planning Committee has reviewed the project and suggest proceeding. **Selectman Bastarache** discussed his review of the plans, and the Select Board members discussed the scope of work in the base bid and the bid alternate. The Select Board members expressed agreement to approve the bid documents. **Selectman Bastarache** made a motion to release the bid documents for the Wheelock Street culvert improvement project. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Appointment of Activities Coordinator Preliminary Screening Committee Members

The Select Board members reviewed a memorandum from Bryan, recommending the appointment of Hilda Worden and Janis Fuller as members of the Activities Coordinator Preliminary Screening Committee. **Selectman Bastarache** made a motion to appoint Hilda Worden and Janis Fuller to the Activities Coordinator Preliminary Screening Committee. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Adjournment

At 9:56 PM **Chairman Smith** made a motion to adjourn. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

Respectfully submitted,

Bryan Smith
Town Administrator

Meeting Minutes

Board: Select Board / Water Commissioner's Meeting
Date: Monday, March 27, 2023
Location: Senior & Community Center, 1 Care Drive, Erving, MA 01344

Select Board Present: Jacob Smith, William Bembury, Scott Bastarache
Finance Committee: Debra Smith, Charles Zilinski, Benjamin Fellows, Daniel Hammock
Capital Planning Committee: Debra Smith, Benjamin Fellows, Jacob Smith, Linda Downs-Bembury, Peter Mallet

At 6:01 PM **Chairman Smith** called the meeting to order.

Executive Session

At 6:01 PM **Chairman Smith** made a motion to enter Executive Session pursuant to Massachusetts General Law Chapter 30A, Section 21 (a) (2) to conduct strategy sessions in preparation for negotiations with nonunion personnel and to conduct contract negotiations with nonunion personnel regarding the Chief of Police. **Selectman Bastarache** seconded. **Roll call vote:**

Selectman Bembury Aye
Selectman Bastarache Aye
Chairman Smith Aye

Chairman Smith announced that the Select Board will return to Open Session after the Executive Session.

The Select Board resumed Regular Session at 6:50 PM.

Review of Surplus Equipment Request- Police Dept- 3rd Reading

The Select Board members conducted a third reading of the surplus equipment request for the Police Department for the disposal of one (1) HP desktop printer model Q5987A (sn: CNTBB70780), and one (1) computer monitor model EZX15F (sn: AAX4302B01723). The Select Board members expressed no concerns with the request. **Selectman Bastarache** made a motion to deem the Police surplus property, which is a Vision computer monitor and a printer, no value on either one, to be disposed of properly. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Review of Multi-year Residential Curbside Collection Contract Negotiations

The Select Board members reviewed a memorandum from Bryan Smith, Town Administrator, regarding the status of the procurement for the multi-year residential curbside collection agreement with Casella Waste Management of Massachusetts, Inc. **Selectman Bastarache** provided an update on his negotiation with representatives from Casella, including the discussion of adding a floor in the requested fuel surcharge article that will allow for a credit if costs are reduced. **Selectman Bastarache** discussed the addition of language requiring notification by March 1st annually about the fee increase for budget planning purposes and to lock in the actual fuel usage percentage in the contract. Attachment A needs to be revised to ensure that the formula uses a rate of \$5.25 for the ceiling prior to resulting in a fuel surcharge. The Select Board members reviewed the rates for the Almost Anything Goes residential bulky waste collection program. **Selectman Bembury** made a motion to engage Casella Waste Management of Massachusetts, Inc. to render the service of collection and disposal of household solid waste and recyclables, for a term of three (3) years commencing on July 1, 2023 and ending on June 30, 2026, and upon mutual agreement of the parties, the Agreement may extend or renew for one (1) additional two-year term, and to authorize Bryan Smith, Town Administrator, to execute all necessary agreements. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

Meeting Minutes

Review of Meeting Minutes for March 6, 2023

The Select Board members reviewed the meeting minutes for Monday, March 06, 2023. **Selectman Bembury** made a motion to approve the meeting minutes for March 06, 2023, as written. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

Review of Meeting Minutes for February 17, 2023

The Select Board members reviewed the meeting minutes for Friday, February 17, 2023. **Selectman Bastarache** made a motion to approve the meeting minutes for February 17, 2023, as written. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Review of Meeting Minutes for March 13, 2023

The Select Board members passed over this agenda item.

Review of Bylaw Requests for Annual Town Meeting

Review of Minutes Bylaw: The Select Board members reviewed the proposed bylaw regarding meeting minutes from Richard Newton, Town Clerk. **Selectman Bembury** expressed concern about Section 9, regarding penalties for violations of the bylaw, and suggested striking the Section. **Selectman Bastarache** also expressed concern about the severity of the proposed penalties while explaining his general support for the proposed bylaw. **Selectman Bastarache** asked about considerations that were made in the draft language for State requirements. Richard explained the research conducted, reviewing the bylaws of other Massachusetts communities. Richard discussed the challenges that he has experienced getting boards and committees to file minutes with the Town Clerk's office. **Selectman Bastarache** asked if there are concerns that minutes are being kept. Richard clarified his concerns. **Selectman Bastarache** expressed support for Sections 1 through 8 of the proposed bylaw without the penalty Section, while expressing understanding of the concerns expressed by Richard. **Chairman Smith** expressed agreement.

Review of Bylaw Editorial Changes Bylaw: The Select Board members reviewed the proposed bylaw regarding authorization to allow the Town Clerk to make non-substantive editorial changes to bylaws. The Select Board members expressed no concerns with the proposed bylaw language and support for inclusion on the Town Meeting warrant. The Select Board members agreed to table further conversation on this topic.

Joint Meeting with Finance Committee & Capital Planning Committee

At 7:07 PM **Chairman Smith** called the joint meeting of the Select Board, Finance Committee and Capital Planning Committee to order. Debra Smith, Charles Zilinski, Benjamin Fellows, and Daniel Hammock of the Finance Committee and Linda Downs-Bembury and Peter Mallet of the Capital Planning Committee joined the meeting.

Review of FY2024 Budget Requests & Projected Revenue

The Select Board, Finance Committee and Capital Planning Committee members reviewed the revised FY2024 budget summary sheet and discussed sources of funding and adjustments that have been made. **Chairman Smith** summarized the revisions to the summary document, noting that it includes the changes in the School Department request, of a net reduction of \$230,000.00, from the last School Committee meeting. **Selectman Bastarache** asked to revise the budget summary to include a potential place holder of \$150,000.00 for the School Department, for base wage adjustments for Town departments, and for licensing in the Information Technology Department. Debra suggested adding a placeholder for debt service payments for the Church Street Bridge project. **Selectman Bastarache** expressed agreement and discussed the need to source the funding from the capacity to Raise and Appropriate. Bryan asked if there

Meeting Minutes

should be a placeholder for the \$20,000.00 grant match for the Historical Commission's historic structure inventory project. Debra discussed previous considerations for establishing an account to provide for grant matching funds when applications are considered, like the Finance Committee's Reserve Fund. **Selectman Bastarache** suggested funding the \$273,000.00 for the repayment to the General Stabilization Fund, for the Public Library construction project, from Free Cash.

Discussion Regarding Church Street Bridge Project & Next Steps

The Select Board, Finance Committee, and Capital Planning Committee members reviewed a memorandum from Bryan regarding the status of the Church Street Bridge replacement project and options to fund the project that include executing the debt authorization that was approved at Town Meeting in May 2022 for \$1.6 Million or to explore Federal and/or State funding through the Franklin County Transportation Planning Organization (FCTPO) through the regional Transportation Improvement Plan (TIP). **Chairman Smith** provided a general overview of the project status and discussed the challenges with funding and the various anticipated timelines. **Chairman Smith** expressed support for pursuing the TIP funding for the project. **Selectman Bembury** also expressed support for seeking funding through the TIP. Bryan discussed the multi-year TIP funding, explaining that the plan encompasses five (5) years of planned projects. As a Finance Committee member, Daniel Hammock discussed thoughts on the project and his support to explore the TIP funding option to avoid a debt service. Daniel Hammock noted that he wants to be sensitive to residents of Church Street if they feel differently. Linda discussed her observations that there has been less speeding and traffic on Church Street since the Bridge was reduced to a single lane, with less impact on the residents. Daniel Watson discussed the traffic concerns on North Street and discussed concerns about waiting more than necessary for the Bridge to be restored. Peter Mallet discussed the impact, as a resident on North Street, of the increased traffic and issues navigating the partial closure with the Bridge but expressed a willingness to wait if there is a chance to have a Federal and/or State funding source for the project. **Chairman Smith** discussed the different timelines and explained that there is an estimated difference of approximately six (6) months between outcomes.

Debra asked to speak with Robert Holst, Chief of Police, and Glenn McCrory, Highway Superintendent, to speak to the noted concerns about traffic in the area of Church Street and North Street and the issues of not adhering to posted signage. Chief Holst joined the meeting and explained that the noted traffic concerns have not resulted in more accidents. Chief Holst discussed the impact of moving traffic over to North Street, instead of Church Street. Chief Holst noted that the Police Department continues to run radar in the area. Chief Holst explained that he cannot specifically identify a safety concern other than the switch in quantity of vehicles traditionally traveling on Church Street to the lower section of North Street. Glenn also joined the meeting and explained that if the Town was to wait to pursue the TIP funding, he would want the bridge engineers to come back to reinspect the condition of the Church Street Bridge with the weight of the of the concrete barriers that were required to be placed on the Bridge for the partial closure. Linda asked about the options to institute one way traffic on North Street and Church Street. Peter Mallet expressed concern about the impact of traffic in front of his home with further changes to traffic patterns with one-way restrictions. Kelly Loynd discussed the experience of using Church Street for local traffic and noted the concern for family members living along the Street.

James Loynd asked if the Town could pursue both paths, of borrowing and exploring funding from the TIP. The Select Board members discussed some of the complex considerations of each option and where decision points would diverge in regard to timelines. **Selectman Bastarache** suggested that another option would be to take the necessary funding from the General Stabilization Fund with a plan for repayment, noting that both borrowing scenarios would cost the Town approximately \$500,000.00 in interest. Debra expressed the concern of multiple capital projects relying on the General Stabilization Fund. The Select

Meeting Minutes

Board members discussed the Financial Reserves Policy and Bryan reviewed the policy requirements. **Selectman Bastarache** discussed his view on the annual debt service concept, and his preference for repaying to the General Stabilization Fund rather than paying a financial institution. Linda expressed concerns about the use of the General Stabilization Fund and expressed support for seeking Federal and/or State funding. **Selectman Bastarache** expressed support for proceeding with the TIP funding process and discussed his understanding of the concerns from residents about safety and inconvenience with the Bridge restrictions. **Selectman Bembury** expressed agreement.

Finance Committee Recommendation: Daniel Hammock made a motion to recommend that the Select Board proceed with the TIP funding. Charles seconded. **Finance Committee Vote:** Unanimously approved.

Linda and Peter Mallet also expressed support for further exploring the TIP funding process. Chief Holst discussed the concerns on North Street. Bryan suggested scheduling a meeting with residents to discuss concerns and mitigation options.

Discussion Regarding Accepting Massachusetts Historical Commission Grant for Inventory Project

The Select Board, Finance Committee, and Capital Planning Committee members reviewed a memorandum from Bryan regarding the Massachusetts Historical Commission tentative grant award. **Chairman Smith** asked about the discrepancy between the memorandum stating that it is a \$40,000.00 project with \$20,000.00 coming from the grant award, and the award letter that states that it is a \$25,000.00 grant award. Bryan and Mariah explained that the grant award letter had an error in it and confirmed that the grant award is for \$20,000.00 with a required 50% match from the Town of \$20,000.00. **Selectman Bastarache** discussed support for the inclusion of the additional \$20,000.00 for the project on the Capital Improvement Plan, sourced from Free Cash. **Selectman Bembury** expressed agreement. **Chairman Smith** asked if there is sufficient staff capacity to support the Historical Commission with the project. Mariah indicated that there is sufficient capacity. Debra explained that the Capital Planning Committee is in favor of the project when it was previously discussed. The Finance Committee members discussed the request. Daniel Hammock communicated support to conduct the historical structures inventory. Charles also expressed support for funding the one-time project out of Free Cash.

Chairman Smith made a motion to accept the \$20,000.00 grant from Massachusetts Historical Commission, for the Erving Inventory project, and authorize Mariah Kurtz to send a confirmation letter and to fund the matching \$20,000.00 from Free Cash in our Annual Town Meeting warrant. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

Review of FY2024 Budget Requests & Projected Revenue (revisited)

Returning to the review of the FY2024 budget requests and projected revenue, **Chairman Smith** noted that the Select Board and Finance Committee will begin to discuss potential wage adjustments at the next joint meeting and suggested budgeting a placeholder amount for now. **Selectman Bastarache** expressed agreement and suggested holding at least \$50,000.00. **Chairman Smith** suggested earmarking \$60,000.00. The Finance Committee and Select Board members expressed agreement.

Regarding increased software licensing costs for all town-wide system users, Bryan explained that the subscription licenses are being changed to comply with the security and functionality requirements of the insurance company. The estimated increase in software licensing for FY2024 is \$17,000.00. Bryan noted that the new licensing levels may allow the Town to consolidate services to a single platform and discontinue separate licensing for other security services. **Chairman Smith** further clarified that the Town

Meeting Minutes

uses some additional add-on licenses for most users and that similar features would be included in the new licensing and would allow the Town to discontinue use of some of the add-ons.

Based on those proposed changes, **Selectman Bastarache** stated that the funding gap between available revenue sources from the capacity to Raise and Appropriate, and the budget requests increase to \$207,057.00. **Selectman Bastarache** discussed the suggestion on the earmark of \$400,000.00 for the funding of Capital Improvement Plan capacity. **Selectman Bastarache** expressed his understanding of the request but explained that he feels it should be part of a Stabilization Fund appropriation request. Debra clarified that the Select Board had requested that not all Free Cash was to be appropriated so the Capital Planning Committee had amended the funding proposal to use the \$400,000.00 from the Raise and Appropriate capacity to fund the Capital Improvement Plan. Bryan reviewed the proposed sources for funding the Capital Improvement Plan. **Selectman Bastarache** invited suggestions on how to close the \$207,057.00 anticipated funding gap in the capacity to Raise and Appropriate. Bryan suggested moving \$273,000.00 for the repayment of the Public Library construction project to be sourced from Free Cash. **Selectman Bastarache** discussed support for source \$150,000.00 out of capacity to Raise and Appropriate and \$123,000.00 from Free Cash. **Selectman Bastarache** discussed the need to maintain a capacity to manage a debt service in the future for upcoming capital projects. **Chairman Smith** summarized what the proposed change would mean for the remaining anticipated budget gap. Philip Wonkka, Fire Chief, joined the meeting and offered to scale the exhaust capture system project back for the Fire Stations if it would help the budget situation. **Chairman Smith** and **Selectman Bastarache** both clarified that the concern is not an ability to fund in general, but a capacity concern about the Town's ability to Raise and Appropriate for specific obligations, including capital investments.

Chairman Smith reviewed the outstanding questions that will impact the anticipated remaining budget gap, that he estimated to be approximately \$85,000.00 if **Selectman Bastarache's** suggestion is accepted. Charles encouraged the School Committee to use the Circuit Breaker Fund to offset Special Education costs if necessary. Debra discussed her understanding of a past practice of the School Department not relying on the Circuit Breaker Fund for allowed expenses so that the surplus will be turned over to the General Fund as Free Cash. Debra explained that going forward she would ask the School Committee to factor in the reasonable use of the Circuit Breaker Fund and discontinue the past practice. Bryan offered caution of relying on the Circuit Breaker as it is a complex process that is based on a reimbursement after costs have already been incurred which makes it difficult to anticipate and budget with. Bryan added that certain spending thresholds must be met, and the State determines the reimbursement rate each year. Jennifer Eichorn, School Committee Chair, joined the meeting to further explain the estimates of the Circuit Breaker reimbursement for the coming year. **Selectman Bastarache** offered further caution on relying on the Fund and discussed some more of the complexities. Jennifer further clarified that the balance in the Fund can be an average over a two-year period. James discussed his observations from the most recent School Committee meeting and expressed disappointment as a taxpayer that the School Administration staff members are not present. Daniel Hammock offered his perspective on working with staff members and to continue to try to work with the Union 28 Administration. **Selectman Bastarache** offered that the Union 28 Joint Supervisory Committee meeting is also tonight.

Returning to the topic of providing capacity to fund capital improvements, **Chairman Smith** offered that the \$400,000.00 that was tentatively sourced from the capacity to Raise and Appropriate is far less than the Town has annually spent on capital improvements. **Selectman Bastarache** discussed the potential need to re-evaluate the entire Capital Improvement Plan. Debra explained that **Selectman Bastarache's** request to re-evaluate the capital planning process may require significant work to revise the Capital Improvement Bylaw and policy as well as the process for replacing certain equipment. **Selectman Bastarache** acknowledged the concern and noted the understanding that other towns want to re-use

Meeting Minutes

some of the Town's equipment after it has been deemed surplus. Daniel Hammock encouraged Erving citizens to watch these meetings and hopefully note the effort that is spent to deliberate over financial decisions.

Peter Mallet asked about the status of the FirstLight relicensing of the Northfield Mountain Project and potential impact on the budget. Bryan explained that there is a March 31, 2023, deadline with the Federal Energy Regulatory Commission to complete settlement negotiations and file with the Commission. **Chairman Smith** explained that the Town is involved in the process when requested and when it makes sense for the Town. **Chairman Smith** explained that he personally, would be surprised if the license is not renewed.

Watermain Break on River Road

Chairman Smith discussed a watermain break this past weekend on River Road and explained that the Town is working through emergency procurement processes with the State. **Chairman Smith** explained that he intends to address the topic at the next Select Board meeting and finalize costs. **Chairman Smith** added that depending on final costs there may be a need to consider an appropriation at a future Town Meeting or a Reserve Fund transfer. Debra asked about preliminary cost estimates. Bryan explained that the work to fund includes the emergency repair and response, excavation, and then the permanent paving. Bryan explained that the initial excavation and repair work is all that has been completed at this time.

Review of Annual Town Meeting Warrant Draft

The Select Board, Finance Committee and Capital Planning Committee members reviewed the draft Annual Town Meeting Warrant. Bryan explained that he drafted the warrant and left the financial items blank, waiting for further direction, but that tonight's feedback will allow him to complete those Articles.

Review of Article 13: Raise & Appropriate for Capital Improvements: **Chairman Smith** asked about including the \$20,000.00 appropriation for the Historical Commission grant match. The Select Board and Finance Committee members agreed to add \$20,000.00 to the Article to fund the project.

Review of Article 17: Establishment of Opioid Settlement Stabilization Fund & Dedication of Revenue: **Chairman Smith** discussed the purpose for the request and the proposed language is meant to address the statutory requirements to create the Fund and to comply with the settlement agreements. Bryan explained that the Town will be receiving payments to the Fund over a period of sixteen (16) years and that the Town is party to three (3) settlements with the anticipation of joining five (5) more. **Selectman Bastarache** discussed wanting to work with the Board of Health to address the best use of the funds.

Review of Water Lead Service Line Inventory and Replacement Planning Grant Application

Peter Sanders, Water & Wastewater Superintendent, joined the meeting to discuss the lead water service line inventory project. **Chairman Smith** explained that the program originally offered a forgivable loan that the Town applied for, and the program has been transitioned over to a 100% funded grant opportunity. Bryan clarified the program is accepting and reviewing applications on a rolling basis. Finance Committee members expressed support for pursuing the grant as the funding source if the other terms of the program have not changed.

At 9:05 PM **Chairman Smith** made a motion to adjourn the joint meeting of the Select Board, Finance Committee and Capital Planning Committee and to continue with the Select Board meeting. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

Review of Water Lead Service Line Inventory and Replacement Planning Grant Application (continued)

Selectman Bastarache made a motion to approve the following Authority to File:

Whereas the Town of Erving, after thorough investigation, has determined that the work activity consisting of the Water Service Inventory and Lead Service Line Replacement Plan, is both in the public interest and necessary to protect the public health, and that to undertake this activity, it is necessary to apply for assistance; and

Whereas the Massachusetts Department of Environmental Protection (MassDEP) and the Massachusetts Clean Water Trust (the Trust) of the Commonwealth of Massachusetts, pursuant to Chapter 21 and Chapter 29C of the General Laws of the Commonwealth ("Chapter 21" and "Chapter 29C") are authorized to make loans to municipalities for the purpose of funding planning and construction activities relative to Drinking Water Protection Projects; and

Whereas, the Applicant has examined the provisions of the Act, Chapter 21 and Chapter 29C, and believes it to be in the public interest to file a loan application.

NOW, THEREFORE, BE IT RESOLVED by the Town of Erving as follows:

1. That the Town Administrator, Bryan Smith, is hereby authorized on behalf of the Applicant to file applications and execute agreements for grant and/or loan assistance as well as furnishing such information, data and documents pertaining to the applicant for a grant(s) and/or loan(s) as may be required; and otherwise to act as the authorized representative of the Applicant in connection with this application;
2. That the purpose of said loan(s), if awarded, shall be to planning activities.
3. That if said award is made the Applicant agrees to pay those costs which constitute the required Applicant's share of the project cost.

Selectman Bembury seconded. **Vote:** Unanimously approved.

Review Professional Services Engineering Agreement- Water Tank Mixer Project

The Select Board members reviewed a proposal from Tighe & Bond for professional engineering services for the water tank mixer project. **Selectman Bastarache** discussed his reviewed tasks 1 through 3 in the proposal, and wanting to ensure that Town staff will spend minimal time on this project. **Chairman Smith** explained that he wants to make sure there is sufficient time spent on the project from Tighe & Bond. The Select Board members expressed no further concerns. **Selectman Bembury** made a motion to engage Tighe & Bond for professional engineering services for the water storage tank mixer project, in the amount of \$26,0000, and to authorize Bryan Smith, Town Administrator, to execute all necessary agreements. **Chairman Smith** seconded. **Vote:** Unanimously approved.

Discussion Regarding Lillians Way Streetlighting Project

The Select Board members reviewed a memorandum from Bryan regarding the status of the proposed project to replace decorative streetlighting on Lillians Way. **Selectman Bastarache** provided the Select Board with a general overview of the recent community meeting that was held with the neighbors on Lillians Way. **Selectman Bastarache** explained the current situation with two (2) damaged fixtures and discussed the recommendation for the installation of three (3) fixtures and the approximate locations of each. **Selectman Bastarache** discussed the request from the residents to not extend the lights down to the cul-de-sac. **Selectman Bastarache** explained that the Town could explore options to replace the fixtures with similar fixtures on concrete footings with new conduit and service lines. **Selectman**

Meeting Minutes

Bastarache explained that another option may be to explore solar powered fixtures and that the residents expressed support for exploring a solar option. **Selectman Bastarache** discussed the preference for maintaining more of a decorative style with downward emitting fixtures to illuminate the roadway and sidewalks. **Chairman Smith** asked about information on fixtures that are solar powered. Bryan explained that the Town is looking for options with vendors and will be checking references for communities that have used the proposed equipment. The Select Board members will review the topic again in a few weeks.

Review of Bylaw Requests for Annual Town Meeting (revisited)

The Select Board members revisited the review of the proposed Bylaw requests for consideration at the Annual Town Meeting.

Review of Personnel Bylaw: The Select Board members discussed inclusion of the proposed Personnel Bylaw in the Annual Town Meeting warrant draft. The Select Board members expressed support and will review the proposed language again in the warrant draft at the next meeting.

Review of Bylaw Editorial Changes Bylaw (Revisited): The Select Board members agreed to include the Bylaw Editorial Changes Bylaw in the Annual Town Meeting warrant draft, as amended earlier in the meeting.

Review of Proposed Minutes Bylaw (revisited)

The Select Board members revisited the proposed Meeting Minutes Bylaw and **Chairman Smith** suggested striking the first sentence in Section 4 of proposed Bylaw. Jacquelyn discussed the practice that has been in place and requested consideration for Executive Session minutes and the delays between the meeting and when the matter is complete, and the minutes can be released. Jacquelyn discussed efforts to provide templates to boards and commissions that need further support and guidance.

Review of the Proposed Winter & Snow Emergency Parking Ban Bylaw: The Select Board members reviewed the proposed Bylaw for the Winter and Snow Emergency Parking Ban. Bryan explained the approach that was taken with the proposed language, incorporating examples from neighboring communities like Montague. Bryan discussed looking for further guidance on the notice that will be issued to warn residents when an emergency is declared. Bryan discussed strategies used by other towns. **Selectman Bembury** advocated for a combination of approaches to ensure that residents are informed. Bryan suggested including a minimum method in the Bylaw and discussed that the Town can always use more methods that evolve as technology and resident needs change. **Selectman Bastarache** suggested using social media and the reverse notification system for informing residents. The Select Board members discussed challenges with being too specific in the Section of the Bylaw regarding notification. **Selectman Bastarache** suggested directing the notification process to a policy that can be updated by the Select Board. **Chairman Smith** suggested support for post the entrances to the Town for the annual Winter Parking Ban. James suggested the use of a push notification system. **Selectman Bembury** asked about including a formal enforcement section. **Chairman Smith** clarified that the proposed Bylaw directs the penalties to a central Bylaw in the Town Code. The Select Board members discussed their preferences for addressing fines and penalties for bylaws.

Review of Proposed Cable Advisory Committee Bylaw: The Select Board members reviewed the proposed Bylaw for the establishment of the Cable Advisory Committee and expressed support for inclusion in the Annual Town Meeting warrant.

Meeting Minutes

Adjournment

At 9:52 PM **Chairman Smith** made a motion to adjourn. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

Respectfully submitted,

Bryan Smith
Town Administrator

DRAFT

Meeting Minutes

Board: Select Board / Water Commissioner's Meeting
Date: Monday, December 18, 2023
Location: Senior & Community Center, 1 Care Drive, Erving, MA 01344

Select Board Present: Jacob Smith, Scott Bastarache, James Loynd
Finance Committee Present: Deb Smith, Dan Hammock, Ben Fellows, Thomas Duffy, Charles Zilinski
Capital Planning Committee Present: Linda Downs-Bembury, Deb Smith, Jacob Smith, Ben Fellows

Chairman Smith stated that the meeting is being recorded and broadcast.

At 6:06 PM **Chairman Smith** called the meeting to order.

Executive Session

At 6:06 PM **Chairman Smith** made a motion enter into Executive Session pursuant to Massachusetts General Law Chapter 30A, Section 21 (a) (2) to conduct strategy sessions in preparation for negotiations with non-union personnel...and contract negotiations with non-union personnel regarding Town Administrator;

And immediately following to enter Executive Session pursuant to Massachusetts General Law Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining ...if an open meeting may have a detrimental effect on the bargaining ... position of the public body and the chair so declares.

Chairman Smith stated that he does so declare. (AFSCME, Wastewater & Water Unit); **Chairman Smith** stated that the Select Board will return to Regular Session. **Selectman Bastarache** seconded. **Roll call vote:**

Selectman Loynd	Aye
Selectman Bastarache	Aye
Chairman Smith	Aye

At 7:06 PM **Chairman Smith** resumed Regular Session.

Review of Police Department Policy 4.28 Police Vehicles – 3rd Reading

The Select Board members conducted a third reading of Police Department policy 4.28, titled Police Vehicles and expressed no concerns with the revisions. **Selectman Bastarache** made a motion to approve the Police Department Policy 4.28 Police Vehicles as amended with the revision date of 12/18/23, seconded by **Selectman Loynd**. **Vote:** Unanimously approved.

Meeting Minutes of January 30, 2023

The Select Board members reviewed the meeting minutes for Monday, January 30, 2023. **Selectman Bastarache** made a motion to approve the meeting minutes of January 30, 2023 as written, seconded by **Selectman Loynd**. **Vote:** Unanimously approved.

Review and Approval of Calendar Year 2023 Alcoholic Beverage Licensing Annual Report

The Select Board members had no concerns. **Selectman Loynd** made a motion to accept the Calendar Year 2023 Alcoholic Beverage Licensing Annual Report as written, seconded by **Selectman Bastarache**. **Vote:** Unanimously approved.

Review & Approval of Calendar Year 2024 Alcoholic Beverage Licensing Seasonal Certification Form

The Select Board members discussed that the liquor license for Franklin Grocery will not be renewed for 2024. **Selectman Bastarache** made a motion to approve the Calendar Year 2024 Alcoholic Beverage

Meeting Minutes

Licensing Seasonal Certification Form as written, seconded by **Selectman Loynd**. **Vote:** Unanimously approved.

Review and Issuance of Calendar Year 2024 Beverage Licenses

Selectman Bastarache made a motion to renew a Restaurant/All Alcohol Liquor License, effective January 1, 2024 through December 31, 2024 to the French King Bowling Center at 55 French King Highway, Erving, MA, seconded by **Selectman Loynd**. **Vote:** Unanimously approved.

Selectman Bastarache made a motion to renew an Innkeeper Liquor License, effective January 1, 2024 through December 31, 2024 to the French King Motor Inn at 129 French King Highway, Erving, MA, seconded by **Selectman Loynd**. **Vote:** Unanimously approved.

Selectman Bastarache made a motion to renew a Retail Package Store Liquor License effective January 1, 2024 through December 31, 2024 to the Flis Market at 5 West Main Street, Erving, MA, seconded by **Selectman Loynd**. **Vote:** Unanimously approved.

Selectman Bastarache made a motion to renew a Retail Package Store Liquor License, effective January 1, 2024 through December 31, 2024 to the Weatherheads Store at 63 French King Highway, Erving, MA, seconded by **Selectman Loynd**. **Vote:** Unanimously approved.

Joint Meeting with Finance Committee & Capital Planning Committee

Chairman Smith called the joint meeting with the Finance Committee and Capital Planning Committee to order at 7:16 PM.

Review & Discussion Regarding Senior Housing Development RFP and Submission

Selectman Loynd recused himself from the discussion due to a conflict of interest. Thomas Duffy, from the Finance Committee, also recused himself due to a conflict of interest.

The Select Board discussed the recommendations that were presented by the Senior Housing Committee last week and explained that they are working with Town Counsel around the difference in proposal and request, and the review of the land issue. It was mentioned that Town Counsel has reviewed the proposal and found it to be satisfactory and is comfortable with the Town proceeding. There was discussion that review is needed for the proposal and land, creating an ANR (approval not required) and working with Rural Development, Inc. (RDI) regarding the parcel lines. **Selectman Bastarache** asked about reformatting of the layout. Debra Smith expressed concern that eighteen (18) units will not be enough and is concerned that workforce housing will be a part of it. She said that she worries that it is not for Erving residents only. William Bembury and Jacquelyn Boyden from the Senior Housing Committee joined the discussion. Jacquie explained that at first, they were also concerned. She explained that RDI couldn't make 30 units feasible with the financial modeling. Jacquie explained that the Senior Housing Committee and RDI had many give-and-take conversations about the number of units and what RDI was able to offer and what the Committee was willing to accept and work with. Bill Bembury stressed that the proposal from RDI for eighteen (18) units for senior housing and the ten (10) multi-generational units with handicap accessibility, is the first response out of three (3) RFP's (Request for Proposals) that the Town has issued and the likelihood of getting a proposal for a 30-unit project is never going to happen. Bill expressed that the Town needs to seize this opportunity, or the project will never happen. Bill explained that RDI will help with grants and other funding opportunities. He said that we are competing with other towns that are applying for senior center grants as well. **Chairman Smith** asked about the topographical challenges and costs. Jacquie explained RDI's rationale in wanting to separate multi-generational from the senior housing units.

Meeting Minutes

Selectman Bastarache said he was in favor of moving forward. Finance Committee member Benjamin Fellows expressed that he is also in favor of moving forward but stated that we should not refer to it as 'Erving' senior housing if it won't be strictly Erving residents. Jacquie stated that RDI indicated that they would help to try to get local preference and that it's not off the table just yet, and they will work toward that goal, but there is no guarantee. Town Planner, Mariah Kurtz, joined the discussion and explained that 'local preference' is a tool that is allowed during a lottery, and she explained the complexities and logistical formulas involved. Mariah stated that the wait list to get into senior housing may not be an accurate representation of the senior population's need. Bryan expressed the reminder of Bill's earlier statement that we are competing for grant money and other funding possibilities. Jacquie said it's important to realize that the developer uses state and federal funds, so it must be offered to everyone, not just Erving. Finance Committee member Daniel Hammock expressed concern that this may not be what Erving wants. **Chairman Smith**, Dan Hammock and Deb Smith all stated that they don't feel it's enough senior units and encouraged more discussion that can happen to get more units as well as more multi-generational units. Dan suggested that maybe Erving would be willing to put more money in if more units were available. Mariah stated that they asked the questions already to RDI and RDI explained in length the limitations. Finance Committee member Charles Zilinski mentioned that the cost per unit was quite large for the \$15,000,000.00 project and asked about Erving's portion. Jacquie confirmed that out of the \$15,000,000.00, Erving's portion is \$448,188.00. Mariah explained that they need to overestimate rather than underestimate. Dan asked about the process, next steps, and timeline. Town Administrator, Bryan Smith, broke it all down. **Chairman Smith** made a motion to award the senior housing/multi-generational housing procurement to Rural Development Inc., conditional upon being approved at Town Meeting, seconded by **Selectman Bastarache**. Finance Committee member Daniel Hammock motioned for the Finance Committee to recommend moving forward with Rural Development, Inc., seconded by Finance Committee member, Ben Fellows. Linda Downs-Bembury from the Capital Planning Committee made a motion to support Rural Development, Inc.'s senior housing proposal, Jacob Smith seconded.

Vote:

Finance Committee, Capital Planning Committee and Select Board:

Deb Smith	Aye
Ben Fellows	Aye
Dan Hammock	Aye
Charles Zilinski	Aye
Linda Downs-Bembury	Aye
Chairman Smith	Aye
Selectman Bastarache	Aye

Selectman Loynd and Finance Committee Member Thomas Duffy rejoined the meeting.

Discussion Regarding Request to Schedule a Special Town Meeting

Town Administrator, Bryan Smith, explained the need for the School Committee to sign the bid for transportation agreement. He said the bid opening was on December 7, 2023 and suggested the Special Town Meeting be scheduled in January, or no later than February 7, 2024 as this is a 5-year contract. Additionally, Bryan suggested bringing back the elected officials wages and adding them to this upcoming warrant. He asked if anyone had items to add to this warrant. Deb Smith mentioned the capital stabilization fund for school blinds (\$30,000); she asked to close this out as there has been no movement for five (5) years. Bryan said he will talk to the School Committee and School Administration to get a status update and will inform them that the account will be proposed for closure unless they have a concrete plan. Bryan will bring the status from the School Administration to the next meeting. Discussion revealed that the Recreation Commission is closing out a good portion of their unused capital project funds. Dan

Meeting Minutes

Hammock from the Finance Committee made a motion to include the elected official wages on the upcoming Special Town Meeting Warrant, seconded by Thomas Duffy, unanimously approved. The Boards will meet jointly again on January 11, 2024. Two dates discussed for the Special Town Meeting are January 24, 2024, or January 31, 2024, depending upon what happens with the joint meeting of the Capital Planning Committee and the Select Board on January 8, 2024.

Chairman Smith made a motion at 9:00 PM to adjourn the joint meeting with Capital Planning Committee and Finance Committee, seconded by **Selectman Bastarache**. Vote: Unanimously approved.

Review of Engineering Services Proposal – Wastewater Asbestos Pipe Removal Project

Town Administrator, Bryan Smith, explained that this is an engineering proposal to start the project. Wastewater Superintendent, Peter Sanders, stated that the pipe has been piled up for approximately twenty (20) years. He indicated that the matter was brought to their attention, and it needs to be dealt with. The proposal figure is \$7,000.00 for all engineering services. **Selectman Bastarache** is concerned that the cost is too high, as the pipe is on the surface and doesn't need to be dug out. After some discussion about cost and services the Board asked Pete to get three (3) quotes.

Review of Professional Services Proposal – Asbestos Abatement Oversight – Historical Building and Fire Station

Chairman Smith says quote from Atlas looks more reasonable. The Select Board members agreed that once the three (3) quotes come in from the Wastewater project come in, they can decide about this project from there.

Review of Flags, Banners & Signs on Governmental Flagpoles, Buildings & Properties Policy Draft – 1st Reading

The Select Board members conducted a first reading of the draft Flags, Banners & Signs on Governmental Flagpoles, Buildings & Properties policy. **Selectman Bastarache** says that having this policy is important. After a brief discussion of the Select Board members, **Chairman Smith** suggested replacing "town business" with "town sponsored" in section 12. The Select Board members agreed and will conduct a second reading at the next meeting.

Close Swamp Road Engineering Agreement with Weston & Sampson

Chairman Smith stated he had a meeting with Weston & Sampson and agreed to mutually discontinue work on the Swamp Road Bridge project so that the Town may work through the Small Bridge Program with the Massachusetts Department of Transportation (MassDOT). **Chairman Smith** explained they would write a discontinuance by convenience letter to close out the agreement. **Selectman Bastarache** made a motion to sign the letter to terminate and give **Chairman Smith** the authorization to sign the letter, seconded by **Selectman Loynd**. Vote: Unanimously approved.

Review and Issuance of Calendar Year 2024 Business Licenses

Chairman Smith made a motion to renew an Automatic Amusement Device License, effective January 1, 2024 through December 31, 2024 to the French King Bowling Center at 55 French King Highway, Erving, MA, seconded by **Selectman Loynd**. Vote: Unanimously approved.

Chairman Smith made a motion to renew a Common Victualers License, effective January 1, 2024 through December 31, 2024 to Dunkin Donuts at 63 French King Highway, Erving, MA; and to Flis Market at 5 West Main Street, Erving, MA; and to Freight House at 11 East Main Street, Erving, MA; and to the French King Bowling Center at 55 French King Highway, Erving, MA; and to Bagels 'N More at 7 West Main Street,

Meeting Minutes

Erving, MA; and to the French King Restaurant at 126 French King Highway, Erving, MA, seconded by **Selectman Loynd**. **Vote:** Unanimously approved.

Chairman Smith made a motion to renew and Auto Repair License, effective January 1, 2024 through December 31, 2024 to Greenfield Automotive at 38 French King Highway, Erving, MA, seconded by **Selectman Loynd**. **Vote:** Unanimously approved.

Selectman Bastarache made a motion to renew a Class I: Agent of Vehicle Manufacturer License, effective January 1, 2024 through December 31, 2024 to Tim's RV, Inc., at 15 East Main Street, Erving, MA, seconded by **Selectman Loynd**. **Vote:** Unanimously approved.

Selectman Bastarache made a motion to renew a Class II: Auto Repair/Retail License, effective January 1, 2024 through December 31, 2024 to Accurate Automotive at 21 Lester Street, Erving, MA; and to Rose Ledge Companies at 21 Poplar Mountain Road, Erving, MA; and to Stoneville Auto at 64 East Main Street, Erving, MA; and to Tim's RV, Inc. at 15 East Main Street, Erving, MA, seconded by **Selectman Loynd**. **Vote:** Unanimously approved.

Selectman Bastarache made a motion to renew a Class II: Used Vehicle Retail License, effective January 1, 2024 through December 31, 2024 to Erving Equipment at 38 French King Highway, Erving, MA, seconded by **Selectman Loynd**. **Vote:** Unanimously approved.

Selectman Loynd made a motion to renew a Class III: Buy & Sell Vehicle Parts License, effective January 1, 2024 through December 31, 2024 to Rose Ledge Companies at 21 Poplar Mtn Road, Erving, MA; and to Stoneville Auto at 64 East Main Street, Erving, MA, seconded by **Selectman Bastarache**. **Vote:** Unanimously approved.

Selectman Loynd made a motion to renew a Motel License, effective January 1, 2024 through December 31, 2024 to French King Motor Inn at 129 French King Highway, Erving, MA, seconded by **Selectman Bastarache**. **Vote:** Unanimously approved.

Review of Bridge Street Reconstruction & Maple Avenue Paving Project Bid Documents

Selectman Bastarache questioned the base bid cost. Town Administrator, Bryan Smith, explained that it is part of the strategy to make a bid work for the contractor. After a brief discussion, the Select Board members agreed to revise the verbiage in 12a. They discussed and agreed to remove William Bembury's name anywhere that it appeared in the invitation to bid as he is no longer a Selectman. **Chairman Smith** made a motion to approve the Bridge Street Reconstruction & Maple Avenue Paving Project Bid Documents and release as amended, seconded by **Selectman Loynd**. **Vote:** Unanimously approved.

Review of Proposed Personnel Policies & Procedures Manual Draft – 6th Reading

Chairman Smith noted changes and suggested they carry to the next meeting. Town Administrator, Bryan Smith, informed the Select Board Members that the language changes from the last meeting have been made. He mentioned that Town Counsel had responded to Parental Leave and Counsel proposed verbiage. **Selectman Loynd** said he is okay with the verbiage around Parental Leave. Bryan made a note of several verbiage change suggestions from the Select Board collectively from page 9 through 12 and agreed to bring Parental Leave and Bereavement Leave discussion back to the next meeting. **Chairman Smith** made a motion to adopt the Holiday Section on page 17, Article 4, Subsection 1 after striking the last sentence, seconded by **Selectman Bastarache**. **Vote:** Unanimously approved.

Meeting Minutes

Next Meeting

The Select Board agreed to meet again on January 8, 2024.

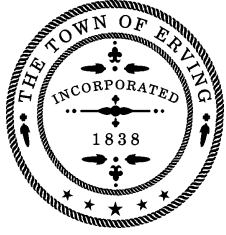
Adjournment

At 10:20 PM **Chairman Smith** made a motion to adjourn. **Selectman Loynd** seconded. **Vote:** Unanimously approved.

Respectfully submitted,

Elizabeth Sicard
Administrative Assistant

DRAFT



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800
Fax 413-422-2808
Email: administrator@erving-ma.gov

Jacob A. Smith, Chair
Scott Bastarache
James Loynd
Select Board

Bryan Smith
Town Administrator

January 19, 2024

To: Select Board

From: Bryan Smith, Town Administrator
CC: Elizabeth Sicard, Administrative Assistant

RE: Conservation Commission Appointment and Letter of Interest

The Conservation Commission is a five (5) member board with staggered three (3) year terms. The Conservation Commission currently has one (1) vacancy. The notice that the Town was seeking volunteers to serve on the Conservation Commission was shared in the Around Town Newsletter November 2023 edition. As of January 19, 2024, I have received one (1) letter of interest from resident Maureen “Rinky” Black. The letter is enclosed for your review.

The recommended vote language below provides for staggered three-year terms that align with our annual appointment schedule.

Recommended vote language:

A motion to appoint Maureen Black as a member of the Conservation Commission, effective January 22, 2024, with a term ending June 30, 2025.

Maureen A. Black
5 Old State Road
Erving, MA 01344

Erving Massachusetts Selectboard
Main Street
Erving, MA 01344

January 6, 2024

Dear Erving Selectboard Members,

I would like to be considered for appointment to the vacant seat (expiring 2025) on the Erving Conservation Commission. I have been an amateur naturalist for many years, and believe the following experiences confirm my interest in the environment and conservation:

Supporting science education at EES until my retirement - school gardens, raising butterflies, bringing in outside educators in pollinators and caterpillars and monitoring bird and bee nest boxes on the campus.

Pollinator gardening - EES since 2015, Just Roots Farm 2023, professional development through the Mass Pollinator Network since 2022. In 2017 we were honored with the Bee Space Award at the Franklin County Bee Festival for the school garden.

Membership in the Athol Bird and Nature Club since 2006 and Northfield Bird Club since 2017 - programs, workshops and field trips to support my learning, and recently public program planning for the Northfield Club.

Seasonal nest box monitoring at Northfield Mountain Environmental Center for more than twenty years - conservation of native cavity nesting birds.

Source to Sea Connecticut River Clean Up - annual event to remove trash from riverside areas - twenty years, more recently leading a team of youth to work along Dorsey Road and the Cabot Camp area.

Supporting trail work at Poplar Mountain Conservation Area since 2022 - painting signs, weed whacking grassy trails, clearing obstructions and accompanying Mark Blatchley on various missions.

In addition, I have attended several Con Com meetings in Erving to become familiar with their members and work. I have followed the work of the Shutesbury Con Com as they strengthen their wetland by-laws and regulations and I have registered for the upcoming meetings from the DEP as they propose new amendments to the state wetland by-laws to address climate change. If appointed, I would expect to attend any relevant trainings.

I look forward to hearing from you!

Sincerely,



Rinky Black



River Clean Up Team Erving 2023

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions, Contractor Certifications and Commonwealth Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME:(and d/b/a): ERVING, Town of	COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency (MEMA)
Legal Address: (W-9, W-4): 12 E Main Street, Erving, MA 01344	Business Mailing Address: 400 Worcester Rd, Framingham, MA 01702
Contract Manager: Phillip Wonkka Phone:	Billing Address (if different): same
E-Mail: firedept@erving-ma.org	Contract Manager: EM Grants Unit Desk #: 508-820-1407 Desk #: 508-561-0449
Contractor Vendor Code: VC6000191786	E-Mail: EM.Grants@mass.gov
Vendor Code Address ID (e.g. "AD001"): (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s): FY24EMPG2300000ERVIN RFR/Procurement or Other ID Number: FFY2023EMPG
<p style="text-align: center;">X_ NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) Statewide Contract (OSD or an OSD-designated Department) Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) Emergency Contract (Attach justification for emergency, scope, budget) Contract Employee (Attach Employment Status Form, scope, budget) Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)	<p style="text-align: center;">CONTRACT AMENDMENT</p> Enter Current Contract End Date <i>Prior to</i> Amendment: _____. Enter Amendment Amount: _____. AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) Amendment to Date, Scope or Budget (Attach updated scope and budget) Interim Contract (Attach justification for Interim Contract and updated scope/budget) Contract Employee (Attach any updates to scope or budget) Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ 2,700.00	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (<u>M.G.L. c. 29, § 23A</u>); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: Funding for this grant is provided via a Federal Fiscal Year 2023 Emergency Management Performance Grant (EMPG), Assisting Listing #97.042 and has a required dollar-for-dollar match. Funds may only be used for activities outlined in the subrecipient's approved FFY2023 EMPG Subgrant Application and in accordance with attached Federal Standard Terms and Conditions, Commonwealth Terms and Conditions, and MEMA Special Conditions and Reporting Requirements.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date, <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2024 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____, Date: _____ Print Name / Title: _____	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____, Date: _____ Print Name / Title: Randall Lui, CFO

FFY2023 Department of Homeland Security, Federal Emergency Management Agency
Standard Terms and Conditions

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on [dhs.gov](https://www.dhs.gov/publication/fy15-dhsstandard-terms-and-conditions) at www.dhs.gov/publication/fy15-dhsstandard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – NonConstruction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as passthrough entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhscivil-rights-evaluation-tool>.
DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Governmentwide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-helpdepartment-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXVI. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Commonwealth of Massachusetts
Terms and Conditions**

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void. Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.
2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. c. 29, § 26, or the availability of sufficient non-appropriated funds for the purposes of a Contract and shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.
3. **Contractor Payment Mechanism.** All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.
4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.
5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.
6. **Confidentiality.** The Contractor shall comply with M.G.L. c. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.
7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.
8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. c. 106, § 9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.
9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.
10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual

orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.
12. **Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.
13. **Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.
14. **Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.
15. **Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.

**Massachusetts Emergency Management Agency
Special Conditions and Reporting Requirements**

Parties

The "Contractor" or "Subrecipient" is an eligible public or private not-for-profit entity that has applied for grant funding to the Massachusetts Emergency Management Agency (MEMA) and has received an approved award. The subrecipient must be represented by a duly authorized official(s) of the Contractor whose signature(s), authorization(s), and/or certification(s) legally represent and bind the Contractor. The Commonwealth of Massachusetts, acting through the Massachusetts Emergency Management Agency ("Department"), is responsible for administering this grant program.

Agreement

The Subrecipient and Department will execute a State Standard Grant Contract through which the subrecipient agrees to perform all activities as described in the approved application within the budget, dates of service, and other conditions set forth below. The Department agrees to reimburse the Subrecipient for all allowable costs incurred within period of performance as stated in the executed state contract and to provide technical assistance and support required to carry out the purposes of the grant.

Terms and Conditions

1. **Project Revisions.** Any substantive adjustment to a subrecipient's scope of work or budget must be reviewed and approved by MEMA prior to expenditure. A contract amendment may be required prior to performance under an adjusted scope of work. MEMA is not obligated to reimburse work or expenditures made outside an approved scope of work or budget.
2. **Press.** Subrecipient agrees to proactively notify MEMA of any interactions or planned media outreach regarding activities funded under this grant program.
3. **Release of Information.** All records, papers and other documents of any kind related to the funded activity in any manner and kept by subrecipients of these funds shall be made promptly available upon request to any person authorized by MEMA for inspection and copying.
4. **Application of Special Conditions to Subrecipient:** If a subrecipient proposes to engage in sub-granting activities, it shall ensure its sub-grantees adhere to all applicable contract conditions.
5. **Reporting.** Subrecipients agree to submit timely and accurate Reimbursement Request Form as needed and directed. Failure to comply with this condition may result in the withholding of subrecipient funds until the delinquent report is received.
6. **Contractor/Consultant Rates.** Compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the marketplace. Consideration can be given to compensation, including fringe benefits, for those individuals whose employers do not provide the same. Time and effort reports are required for consultants.
7. **Internet Access.** Subrecipients must have Internet access.
8. **Email addresses.** Subrecipient project point of contact of grant programs must have individual email addresses.
9. **Subrecipient Non-compliance.** Contractor/Subrecipient, is subject to the federal and state regulations and related requirements set forth herein. Non-compliance may result in an audit finding and subsequent repayment of funds. Approval of a project, project costs, contract, or payment by MEMA does not exempt the Contractor from requirements to repay funds. Should a state, federal, or local audit reveal that actions taken by the Contractor/Subrecipient, or any of its contractors, regardless of previous approval by MEMA, do not comply with policies, laws, or regulations, the Contractor agrees to repay the required amounts in the manner and timeframe determined by MEMA. Repayments not made as expected will be considered debts and addressed under the Commonwealth's Debt Collection and Intercept policy (815 CMR 9.00).
10. **Monitoring.** Subrecipients agree to cooperate with MEMA monitoring and site visits.
11. **Records Retention.** The Contractor shall retain all related records for a minimum of six years from the date of the Close-Out Report Submission. In cases of similar requirements at two or more levels, the more stringent of the requirements must be followed.
12. **Prior to acceptance of these terms and conditions.** Contractor must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA, U.S. DOT and 2 CFR 200. Any identified areas of risk must be brought to the attention of MEMA prior to the execution of the contract in order to determine and implement the appropriate remedy.

Certification of Compliance with Federal Procurement Standards

All subrecipient spending under a Federal Grant must comply with the federal procurement standards described in 2 CFR 200.317 through 200.327. Subrecipients must expend funds under their official, documented procurement procedures which comply with applicable federal, state, local, and tribal laws, and regulations. By signing this Contract, the Subrecipient certifies compliance with the following:

1. Procurement(s) conducted under the above-referenced grant program will comply with my organization's procurement procedures which are documented and reflect current procurement practices.
2. My organization's procurement procedures comply with the federal procurement standards found at 2 CFR 200.317 through 200.327.

If the subrecipient does not have documented procurement procedures, MEMA may terminate this agreement and/or withhold reimbursement until such time as the subrecipient can provide appropriate revisions to assure all expenditures were made in compliance with the applicable federal, state, local, and tribal procurement requirements.



Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company (must match Form W-9 tax classification)

Contractor/Subrecipient Legal Name	Vendor Code / FFY Grant Program
ERVIN, Town of	VC6000191786/FFY2023EMPG

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes DO NOT ATTACH any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

There are three types of electronic signatures that will be accepted on this form: 1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign. Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

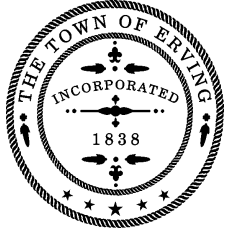
Authorized Signatory Name	Title	Phone Number	Email Address

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature				Date	
Print Name		Phone Number		Email	



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800
Fax 413-422-2808
Email: administrator@erving-ma.gov

Jacob A. Smith, Chair
Scott Bastarache
James Loynd
Select Board

Bryan Smith
Town Administrator

January 19, 2024

To: Select Board

From: Bryan Smith, Town Administrator

CC: Peter Sanders, Water & Wastewater Superintendent

RE: Renewal of the Wastewater Agreement with the Town of Montague

The Town of Montague and the Town of Erving have an ongoing relationship for the treatment of wastewater for the village of Millers Falls. The Select Boards of both towns are the authorized entities to enter into such agreements. The previous agreement was negotiated in 2014 for a term of 10 years and is up for renewal. I have included a copy of the expiring agreement for your review. This agreement expires in October of 2024.

While we have time to complete this work, we need to begin the process in the coming months. I respectfully request that the Select Board identify a representative to have initial negotiations with the Town of Montague representative. The Town Administrators and Wastewater Superintendents of both towns have also accompanied the representatives as resources for these conversations.

Additionally, when planning the Annual Town Meeting, I would recommend that we include an article seeking an authorization for the Select Board to enter into another agreement for a term of 10 years.

Pete ✓

AGREEMENT
BETWEEN THE
TOWNS OF ERVING AND MONTAGUE
FOR JOINT USE
OF PORTIONS OF ERVING'S
WASTEWATER TREATMENT SYSTEM

THIS AGREEMENT, made this 6th day of October, 2014 by and between the Town of ERVING, Massachusetts, acting through its Board of Selectmen, hereinafter called "ERVING" and the Town of MONTAGUE, Massachusetts, acting through its Board of Selectmen, herein after called "MONTAGUE", both of said parties being municipal corporations within the Commonwealth of Massachusetts, County of Franklin.

WHEREAS, Erving does own, operate, maintain, and upgrade as required a wastewater treatment facility in Erving which is located between River Road and the Millers River in that section of Erving known as Ervingside; and

WHEREAS, Erving does own, operate, maintain and upgrade as required transmission facilities as required to convey wastewaters to the said wastewater treatment facility; and

WHEREAS, both parties to this agreement desire to continue using portions of the said Erving facilities for the conveyance and treatment of wastewater from each of the respective towns; and

WHEREAS, Montague does own, operate, maintain and upgrade as required a sanitary sewage collection system within the boundaries of Montague in that section known as Millers Falls and desires to deliver these wastewaters to the Erving facilities for conveyance and treatment at Erving's wastewater treatment plant; and

WHEREAS, both parties desire to make provisions for sharing the costs of maintenance, operation, repair and upgrade as required said treatment and transmission facilities; and

NOW THEREFORE, in consideration of the covenants herein contained, the parties hereto agree as follows:

A. Description of Erving Water Pollution Control Facilities

1. Erving has constructed facilities which can convey and treat wastewater from Montague described as follows and shown as a heavy black line on Exhibit A appended:

- (a) An activated sludge wastewater treatment plant including outfall, having a Capacity of an average daily flow rate of 1.02 million gallons.
- (b) An inverted siphon extending from the northwesterly end of Pratt Street to the wastewater treatment plant.
- (c) A pumping station located at the westerly end of River Street.
- (d) A force main extending from the River Street Pumping Station described in A.1 (c) to Pratt Street.
- (e) A gravity sewer on River Street extending from the point at which the Montague sewer enters the Erving system to the River Street Pumping Station described in (c) above.

2. The River Street Pumping Station described in (c) above has been sized to provide capacities for handling sewage from Montague with peak flow quantity not to exceed the limit of (C1).

3. The sewer interceptor described in (b), (d) and (e) above has been sized to provide capacities for handling sewage from Montague with peak flow quantity not to exceed the estimate of 0.53 MGD.

4. The facilities described under A.1 (a), (b), (c), (d) and (e) are the only portions of the Erving system which shall be used jointly by Erving and Montague and shall be referred to hereinafter as the "Joint System."

5. Erving has constructed a manhole at the easterly end of the proposed River Street gravity sewer described in A.1 (e) above and provides therein a pipe stub of proper size to accommodate connection thereto of the connector which has been constructed by Montague pursuant to B.1 below.

6. Erving has constructed the various items included in the Joint System in accordance with Plans and Specifications approved by the Massachusetts Division of Water Pollution Control.

B Description of Montague Wastewater Facilities in the Village of Millers Falls

1. Montague has constructed its sewage collection system and connector to the Joint System at the point on River Street as shown on Exhibit A appended, said maintenance, repair, operation and upgrade to be at the sole expense of Montague.

2. Montague provides and operates a flow measuring device and made provisions for sampling its entire wastewater flow at the connector to the Joint System. The flows of wastewater from Montague that are discharged into the sewer of Erving shall be metered in the Town of Montague. A signal will be sent to the Erving treatment plant to be metered and continuously

recorded. Accuracy of all measuring and recording devices pertinent to this contract shall be verified upon request of the Sewer Commission or Selectmen of Erving or Sewer Commission of Montague. Such verification shall be carried out in a manner acceptable to both commissions. Costs resulting from such verifications shall be borne by the requesting party or as provided for in Section G below.

3. Montague agrees to assume all costs associated with the maintenance, repair, operation, and upgrade of the above-mentioned metering and recording devices located in Montague.

C. Joint System Use by Montague

1. Montague shall have the right to convey into the Joint System, wastewaters emanating from Montague limited in accordance with the following schedule:

Average daily flow rate	-	0.15 MGD
Peak flow rate	-	0.53 MGD
5 – day Biochemical Oxygen Demand	-	Total 200 lbs. /day
Suspended solids	-	Total 200 lbs. /day

2. Montague shall adopt and enforce regulations controlling the use of its sewerage system which regulations shall be in accord with the requirements of the Massachusetts Department of Environmental Protection. Said regulations shall be at least as restrictive as those adopted by Erving. Montague shall abide by Erving's Sewer Use Regulations (as amended 3-19-12)

3. In the event Montague elects to collect in its system for discharge to the Joint System any industrial wastes, it shall make charges to any industry so discharging for both capital and annual and operating charges as required by the Federal Environmental Protection Agency. Erving will be reimbursed 100% for any unusual capital or operating expenses necessitated by Montague industrial waste received at the wastewater treatment plant.

4. In the event that the discharge of wastewaters originating in Montague into the Joint System exceeds the flow rates and pollution loadings indicated in C.1 above for any calendar year, Montague shall not make or permit further or additional connections of properties or buildings to its sewerage system, upon written notice filed with Montague by Erving until the following conditions have been accomplished.

- (a) If Erving determines that there exists sufficient capacities in its sewerage system for handling and treating the wastewater flows and pollution loadings which are in excess of the limiting quantities designated in Section C.1 above, it may at its election, revise the said limiting quantities subject to the terms of Section C.5.

- (b) Upon payment by Montague to Erving of the sums due, Montague shall have the right to flow into the Joint System for the balance of the term of this agreement the revised quantity of wastewaters as determined by Erving.
5. In the event that Montague foresees a need for additional capacities in the joint facilities over those specified in C.1 above, Montague shall petition Erving in writing for said additional capacities and the procedure outlined in C.4 (a) and (b) above shall be followed.

D. Payments by Montague for Operation, Maintenance and Repairs to the Joint System

Montague will be charged an annual flat fee plus an excess flow charge, if the latter is applicable. The development of the flat fee and the excess flow charge is described below under Section D.6.

1. Flat fee payments required under this Section shall be made quarterly. Said quarterly payments shall be one-quarter (1/4) of the annual flat fee charge and shall be due on the first day of each quarter beginning with the first day of the fiscal year. An additional one-time payment shall be made by Montague within thirty (30) days after mailing of a July invoice by Erving in the event that an excess flow charge is applicable.
2. Erving shall be responsible for all costs of maintenance and repair of the sewerage system in Erving which are not part of the Joint System as hereinbefore defined.
3. Montague shall be responsible for all costs of maintenance, repair, upgrade, and operation of the sewerage system within Montague as well as the river crossing connector sewer to the Erving system.
4. Montague's proportional share of the net cost of maintenance and capital expenditures of joint systems shall be as follows:
 - a. River Street pumping station and force main described in A.1 (c) and (d) at 90% of Erving's net cost.
 - b. River Street gravity sewer described in A.1 (e) at 100% of Erving's net cost.
5. Without prior notice to Montague, Erving may make emergency expenditures which cost \$20,000.00 or less. Erving will notify and seek agreement from Montague as soon as practicable upon Erving's determination that expenditure is anticipated to cost more than \$20,000.00. Erving shall apply the standards applicable under the relevant procurement law in determining whether an event is an emergency, and shall follow all laws applicable to such emergency procurements. Emergency expenditures will be billed independently, and such bills will include a statement of emergency circumstances, describe the procurement procedures followed, and include copies of any procurement waivers received from the Commonwealth. Montague shall not be obliged to pay for any expenditure for repairs not made in compliance with law.
- 6.

Development of Flat Fee and Excess Flow Charge

Proposed assessment

Proposed assessment is developed based on:

1. Flat Fee (which is billed quarterly)
2. Excess Flow Charge (which, if applicable, is an annual fee based on flow through December 31st)

Assessment = Flat Fee + Excess Flow Charge

Flat Fee development

Example: Flat Fee = \$184,545. This fee was accepted as the baseline for FY14 (7-1-13 thru 6-30-14). It was established using an annual baseline volume of approximately 33,191,000 gallons of flow.

Given - 1. Rate to establish the FY14 Flat Fee was the current Montague sewer "Rate 1" charge that is used by Montague to bill the Town of Gill and other large users. This FY13 rate = \$5.56/1,000 gallons.

Calculation – Rate X Volume = Flat Fee

$$\$5.56/1,000 \text{ gal.} \times 33,191,000 = \$184,545$$

Excess Flow Charge development

Using the 33,191,000 as the initial base starting point, any flow over this amount in the noted time period would be charged as follows:

Calculation = (Period Flow of X amount – 33,191,000) X \$5.56/1,000 gal. = Excess Flow Charge

Example – (34,122,356 – 33,191,000) X \$5.56/1,000 gal. =

$$931,356 \text{ gal.} \times \$5.56/1,000 \text{ gal.} = \$5,179$$

The example assessment then becomes Flat Fee + Excess Flow Charge = \$184,000 + \$5,179 = \$189,179.

Following years

Annual Flat Fee calculation = \$184,000 X 1.025

This shows that each succeeding year the flat fee increases by 2.5%. This is thought to be a fair and reasonable change. It allows for a predictable source of revenue for Erving and appropriation budgeting value for Montague.

The rate for Excess Flow would change each fiscal year to equal the current Montague sewer "Rate 1" charge that is used by Montague to bill the Town of Gill and other large users.

The Excess Flow Charge, based on annual flow through December 31st, will be billed and due in July.

E. Abnormal Maintenance and Repair

In the event that it becomes necessary during the term of this Agreement or any extension thereof to make abnormal repairs or replacements over and above those considered to be normal maintenance and repairs, because of the discharge into the Joint System of prohibited substances in accordance with Section C.2, the cost of making said abnormal repairs shall be borne entirely by the offending Town.

F. Inspection

1. Erving's authorized representatives shall have the right to enter and inspect Montague's collection system tied to the joint system, at all times, with or without Montague's presence for the purpose of observing the collection system facilities. When practicable, Erving shall provide reasonable advance notice of such visits to Montague.
2. The records pertaining to sewers of the Department of Public Works of Montague that contribute to the collection system tied to the joint system shall be readily accessible to Erving's authorized representatives.
3. Montague's authorized representative shall have the right to enter and inspect the Joint System facilities at all times by providing reasonable advanced notice to Erving during standard hours of operation.
4. Erving's records pertaining to the Joint System shall be readily accessible to Montague's authorized representative by providing reasonable advanced notice to Erving during standard hours of operation.

G. Calibration

1. Flow metering device located at the Millers Falls flume in the Town of Montague shall be calibrated at least once a year at Montague's cost and once a year at Erving's cost.
2. Anytime Erving feels the metering device is out of calibration 5% or greater Erving shall have the device calibrated. If device is out of calibration by 8% or greater, Montague shall cover the cost of calibration, if device is out of calibration less than 8% the cost will be absorbed by Erving.

H. Disputes

In the event of dispute over the terms of this agreement, the aggrieved party may by written demand to the other claim a right to review by an Independent Review Panel. Erving and Montague shall each designate a party to sit on an Independent Review Panel. Each of these designees shall be a wastewater treatment engineer, or wastewater treatment plant operator possessing at least a Grade 4 operator's license. The Erving and Montague designees shall then confer for purposes of selecting one individual or entity as the third member of the Independent Review panel who may hold such qualification as they deem appropriate. The Independent Review Panel shall review the dispute, all pertinent records, and make a non-binding recommendation as to resolving the dispute. Erving and Montague shall each bear the costs of its own appointee and share equally in the costs of the joint appointee. If Erving and Montague

cannot settle their dispute by means of Independent Review Panel, either party or both may bring suit in an appropriate court in the Commonwealth of Massachusetts.

I. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

J. Assignment

Neither party shall make any assignment of this Agreement without prior written approval.

K. Amendments

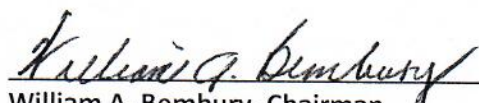
1. All amendments or any changes to the provisions specified in this Agreement shall require a written instrument signed by the parties.
2. It is mutually agreed that no failure or delay in performance shall be deemed to be a breach hereof when such failure or delay is occasioned by or due to any act of God, strike, walkout or riot, epidemic, explosions, sabotage, break or accident to machinery or line of pipe, the binding order of any court or governmental authority, or any other cause whether of the kind herein enumerated or otherwise not within the control of the party against whom the breach is alleged, provided that no cause or contingency shall relieve Montague of its obligations to make payment for wastes delivered and treated.

L. Term of Agreement

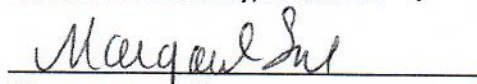
The initial term of this Agreement shall be ten (10) years from the date of execution and the Agreement shall continue from year to year thereafter until terminated by either party giving three years' written notice, or until such time as it may be amended or replaced by a new agreement mutually agreed upon by the parties hereto. Either party may terminate this contract with one year's written notice in the event of substantial cause, which shall include Erving's failure to observe procurement laws with respect to the Joint System improvements, Erving's failure to timely make records of the Joint System available to Montague, or Erving's failure to consult in advance with Montague with Joint System expenses that exceed \$20,000.

IN WITNESS WHEREOF, the Town of Erving has caused its corporate seal to be hereby affixed and these presents to be signed in its name and behalf by its Board of Selectmen and the said Town of Montague has caused its corporate seal to be hereto affixed and these presents to be signed by its Board of Selectmen the day and first year written above.

TOWN OF ERVING
Board of Selectmen



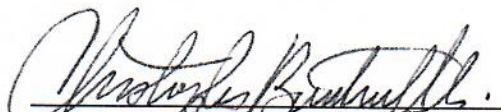
William A. Bembury, Chairman



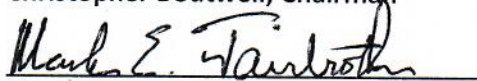
Margaret A. Sullivan

10/6/14

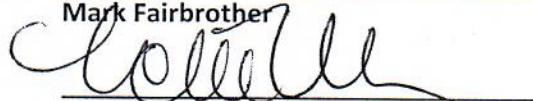
TOWN OF MONTAGUE
Board of Selectmen



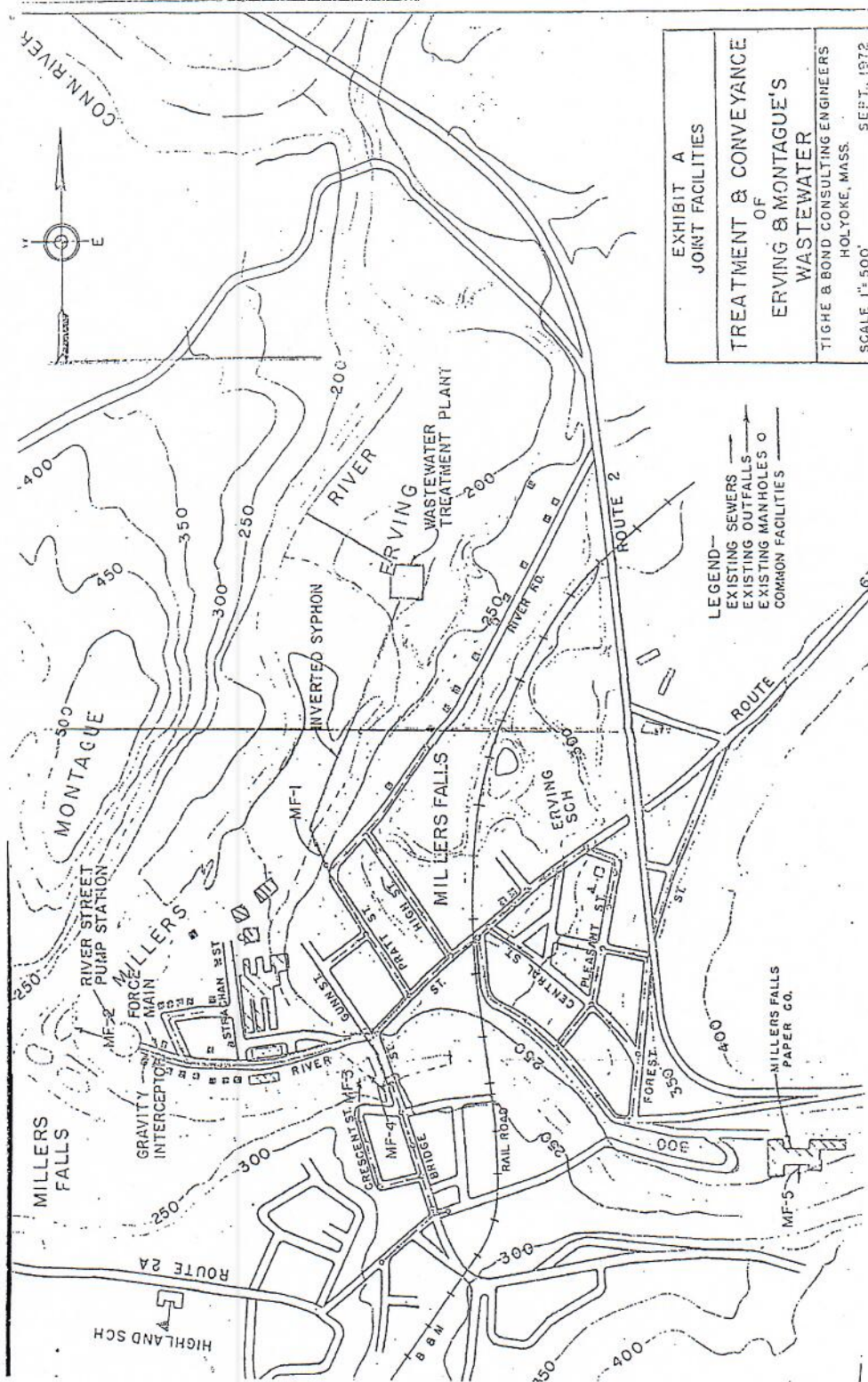
Christopher Boutwell, Chairman

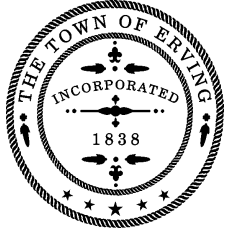


Mark Fairbrother



Michael Nelson





TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800
Fax 413-422-2808
Email: administrator@erving-ma.gov

Jacob A. Smith, Chair
Scott Bastarache
James Loynd
Select Board

Bryan Smith
Town Administrator

January 19, 2024

To: Select Board

From: Bryan Smith, Town Administrator

RE: Review of the Town Planner Position Description

As you are aware, we anticipate a vacancy in the Town Planner position as Mariah Kurtz prepares for her next opportunity. I am very appreciative of Mariah's work to develop this position, to connect the Town with regional and state opportunities, and for serving as a point of contact for residents and businesses trying to navigate regulatory processes.

Much has evolved for the Town with the creation of this position and the Town has engaged in more grant opportunities to fund infrastructure improvements and to further Town initiatives. While this position has some unique projects that fall under the Community Planning Office, much of the work is to collaborate with other Town departments, boards and commissions to understand their needs, identify opportunities, and support initiatives that further those goals. I would encourage the Select Board to authorize the hiring process to fill this vacancy as quickly as possible as we are currently amid closing out some grants/projects, with other initiatives launching.

I have included a copy of the currently approved position description for Select Board review.

**Town of Erving, Massachusetts
Position Description**

Position Title:	Town Planner	Compensation Schedule:	General Government
Department	Planning	Level:	F
Reports to:	Town Administrator	FLSA Exempt:	No
SB Approved:	10-03-2022	Essential:	No

Statement of Duties: Performs routine or semi-routine but detailed or complex administrative duties and support the day-to-day operation of planning, land use, economic development, coordinating both short- and long-range plans, and grant funded activities of the Town of Erving. Oversees the organization, application, development, implementation and management of planning and grant funded projects. Performance of duties requires a thorough knowledge of departmental operations and the exercise of judgement and initiative in completing tasks, particularly in situations not clearly defined by precedent or established procedures. The employee is required to perform all similar or related duties as required.

Supervision Required: Under the general direction of the Town Administrator, performs complex and responsible duties requiring a high level of initiative and independent judgment in the planning, administration and execution of the department’s services, in accordance with applicable Massachusetts General Laws, Town policies, Town bylaws and relevant state, federal and local regulations and standards.

Supervisory Responsibility: Employee may provide direction and supervision to Planning Assistant, interns, consultants, contractors, and vendors. Will work collaboratively with Town, regional and state boards, agencies, and personnel as required.

Confidentiality: Employee has access to department-related confidential information including Planning Board and Conservation Commission executive session discussions related to pending litigation and/or negotiations, bid proposals and personal information about citizens and developers related to planning programs and proposed developments.

Judgment: Guidelines only provide limited guidance for performing the work. They may be in the form of administrative or organizational policies, general principals, legislation or directives that pertain to a specific department or functional area. Extensive judgment and ingenuity are required to develop new or adapt existing methods and approaches for accomplishing objectives or to deal with new or unusual requirements within the limits of the guidelines or policies.

Complexity: The work consists of functions and processes such as planning, organizing, controlling, coordinating, evaluating, integrating activities.

Work Environment: The work environment involves everyday discomforts typical of offices, with occasional exposure to outside elements. Noise or physical surroundings may be distracting, but conditions are generally not unpleasant.

Public Contact: Duties involve constant contact with local, state and federal government officials, community leaders and any other individuals to protect and promote the municipality's

Town of Erving, Massachusetts
Position Description

overall interest. Employee must possess a high degree of diplomacy and judgment and must be able to work effectively with and influence all types of persons. Duties require a well-developed sense of strategy and timing in representing the municipality effectively in critical and important situations that may influence the wellbeing of the municipality.

Accountability: Consequences of errors, missed deadlines or poor judgement could have far reaching effects on the municipality's ability to deliver services and the public's confidence in the town government and can result in monetary loss, legal repercussions, and increased labor/material costs.

Occupational Risk: Duties of the job present little potential for injury. Risk exposure is similar to that found in typical office settings. Employee will be required to work beyond normal business hours in response to emergency situations and to attend evening meetings or other functions.

Essential Functions:

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

1. Has a working knowledge of the Town Master Plan, Open Space & Recreation Plan and individual department studies related to their needs and goals.
2. Makes recommendations regarding regulations, policies and procedures involving community planning and development and advises boards, commissions and committees as needed in the planning and economic development areas. The Planner will work on short- and long-term plans as well as business and economic development projects and initiatives.
3. Explores, secures and administers grants for various planning initiatives. Assists with community development grants and projects. Responsible for periodic or intermittent progress reports for each grant or project to the Town Administrator as requested; prepares all mandatory and supplemental or requested reports ensuring compliance with grant requirements.
4. Answers questions and concerns related to projects and/or regulations; ensures that planning processes and land use decisions are transparent and open to the public.
5. Attends various Town board and/or committee meetings as assigned and provides boards, committees, and departments with technical support as necessary. Collaborates with Planning Board and Conservation Commission and consultants on construction developments.
6. Assists with planning studies, including the preparation of maps and graphic materials and the collection of data as needed. Assists in the preparation and maintenance of reports, maps, records, and files in support of departmental operations.

**Town of Erving, Massachusetts
Position Description**

7. Research and supply necessary and important information as needed in preparation of reports; helps mediate and problem-solve solutions to unanticipated problem that have developed in the field and work with other Town departments, regulatory agencies, contractors, and property owners to correct noted deficiencies.
8. Assists public on general inquiries relating to planning and land use.
9. Facilitates public input on various planning initiatives through public meetings, workshops and other means.
10. Develops fiscal year budget(s) for Planning departments.
11. Serves as the Town's representative for the Franklin Regional Planning Board and the Comprehensive Economic Development Strategy Committee.
12. Maintains professional competence through participation in workshops, seminars and training programs provide by professional organizations.
13. Performs special projects and related responsibilities as initiated and requested. Performs other duties as required.

Minimum Qualifications:

Education and Experience: Baccalaureate degree in a discipline related to planning, grant strategies, or business development; minimum of three to five (3-5) years as a Town Planner or experience in public sector planning; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job may be considered.

Must demonstrate a track record of substantive level of responsibility with grant applications, planning projects, and project management; must demonstrate skills in the context of formal organizations, specifically municipal organizations and administration including standard budget monitoring practices. Demonstrated ability to communicate complex information and data analysis to various constituency groups.

Preference for demonstrated experience working with ArcGIS.

Special Requirements:

Valid Massachusetts Class D Motor Vehicle Operator License
May be necessary to attend evening or weekend meetings on occasion.

Knowledge, Abilities and Skill

Knowledge: Knowledge of or ability to learn the principles and practices of community development and grants management; and of state and federal laws, regulations, or programs

Town of Erving, Massachusetts
Position Description

related to planning, economic development, and grant management; Thorough understanding of local zoning bylaws and subdivision regulations; Comprehensive knowledge of the various financial requirements of municipal government as well as the State's Procurement Law; Experience with research methods and report writing; Familiarity with grant preparation and administration.

Abilities: Ability to establish and maintain effective working relationships with diverse interest groups and work cooperatively with supervisor, staff, and elected or appointed officials and the general public. Ability to plan, analyze, coordinate projects, consult and offer advice, requires highly effective written and oral communication skills. Must perform all aspects of job responsibilities with honesty and integrity. Strong organizational skills in a multi-task environment required. Ability to plan and work with general supervision or specifically as directed; ability to work on several on-going task and assist to coordinate community economic development, planning and research projects. Ability to keep accurate and detailed records; apply organizational skills efficiently with attention to detail. Ability to meet deadlines and work effectively in high pressure situations. Ability to exercise tact, resourcefulness, sensitivity, and persuasion in dealing with a variety of individuals from a broad socioeconomic and culturally diverse base. Ability to maintain confidentiality of personal and financial information.

Skill: Proficient oral and written communication skills. Effective supervisory and personal computer software skills in support of department operations. Effective budgetary management skills.

Physical and Mental Requirements

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

Physical Skills: Minimal physical effort is required to perform the essential functions of the position. Frequent sitting, talking, walking, and mental concentration for prolonged periods are required; occasionally required to lift and/or move objects or books of up to 20 pounds. Must be able to communicate and be understood clearly, give presentations or participate in other public discourse situations. Position requires the ability to access off-site premises that may not be handicap accessible.

Motor Skills: Duties are largely mental rather than physical, but the job may occasionally require the application of basic motor skills to perform activities such as operating a motor vehicle, moving objects, operating a telephone system, computer and/or most other office equipment, keyboarding and/or word processing. The employee is frequently required to reach with hands and arms and sit and talk and hear for extended periods of time.

Visual Skills: Visual demands require the employee to regularly read documents for general understanding and analytical purposes. The employee may be required to determine color differences.



TOWN OF ERVING

Department of Police

71 French King Highway

Erving, Massachusetts 01344

Phone (413) 423-3310 · Fax (413) 423-3340

Letter of Recognition

Dear Select Board Members
Chairman Jacob Smith
Scott Bastarache
James Loynd

January 10, 2024

Honorary Board Members I would like to bring to your attention and the recognition of Officer Brandon Bryant for the following work as a member of Northwester District Anit-Crime Task Force.

On January 5, 2024, Officer Bryant presented a search warrant application to the Franklin Superior Court requesting authorization for GPS tracking of two motor vehicles, authorization to search both vehicles, authorization to search the residence of the owner of these vehicles, and authorization to search the owner's cellular phone for evidence of cocaine trafficking / distribution. All the warrants were authorized by the court.

On January 8, 2024, a traffic stop was conducted on one of the vehicles, which contained two occupants. Members from the Anit-Crime Task Force to include Officer Bryant executed the search warrant on the vehicle. During the search approximately 117.5 grams of suspected cocaine were seized along with other evidence of narcotics distribution. Both occupants were placed under arrest.

The members of the team then executed the search warrant of the resident. During the search several articles of evidence including but not limited to; an unlawfully possessed .38 caliber revolver and two unlawfully possessed rifles, various round of ammunition, suspect psilocybin mushrooms, cash counting machine and other evidence of narcotics distribution were seized.

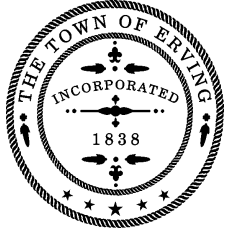
On January 9 Lieutenant Steven S. Hean, who is the Anit-Crime Task Force Supervisor sent me an email pointing out the work that Officer Bryant did on his first seizure with the Anit-Crime Task Force. Lt. Hean indicated Officer Bryant did an excellent job on the case, and they are very excited to have him as part of the team.

I would like to recognize and acknowledge Officer Bryant for his hard work and dedication. A tremendous amount of work goes into an investigation of this magnitude. To write a search warrant can be difficult let alone six separate ones. As a result of his hard work the Anit-Crime Task Force was able to seize durgs and illegally possessed firearms, taking them off the streets of Franklin County.

Respectfully,

A handwritten signature in blue ink, appearing to read "Robert L. Holst".

Robert L. Holst, Chief of Police



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800
Fax 413-422-2808
Email: administrator@erving-ma.gov

Jacob A. Smith, Chair
Scott Bastarache
James Loynd
Select Board

Bryan Smith
Town Administrator

January 19, 2024

To: Select Board

From: Bryan Smith, Town Administrator

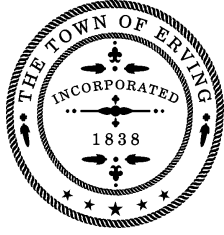
CC: Mariah Kurtz, Town Planner

RE: Request to Release RFP for the Former IP Mill Site

In recent months, the Town has heard from a few potential developers that may be interested in the opportunity to redevelop the former IP Mill site. In the conversation process, the Town has shared all publicly available information that is available on the status of the property and conducted site visits. This included copies of the prior request for proposals (RFP) documents. It is possible that there may be interest in responding to an RFP if the Select Board issued it. I wanted to make the Select Board aware of this potential and ask if the Select Board would be interested in releasing the RFP with new submission deadlines. We haven't received any feedback that there are concerns with the requirements in the RFP so currently I am not proposing substantive changes to the existing document.

If the Select Board is potentially interested, I would suggest the following initial timeline:

- Wednesday, January 31, 2024- begin advertising and release the RFP
- Wednesday, February 14, 2024- optional site visit
- Thursday, February 22, 2024- questions due
- Thursday, March 14, 2024- submissions due



TOWN OF ERVING

SELECT BOARD

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Tel. 413-422-2800
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Jacob A. Smith, Chair
Scott Bastarache
James Loynd
Select Board

Bryan Smith
Town Administrator

January 20, 2024

To: Select Board
From: Bryan Smith, Town Administrator
CC: Robert Holst, Chief of Police

RE: Non-unit Police Department Staff Compensation

As we work to complete the compensation plan review of Town employees, I would as the Select Board to address the compensation schedule for non-unit Police Department employees. This category of employees includes:

- Animal Officer (Grade NP1)
- Cadet (Grade NP1)
- Patrol Officer (part-time, not regularly scheduled) (Grade NP2)

I have modified the compensation schedule in a similar manner to what was done with other non-unit personnel. The base table was adjusted by 4% and the step increase was adjusted from 2% to 3%. The number of steps was reduce from 15 to 10. I propose the following compensation schedule for the listed positions:

FY 2024

GRADE	NP1	NP2
Step 1 (6)	\$17.92	\$26.27
Step 2 (7)	\$18.46	\$27.06
Step 3 (8)	\$19.01	\$27.87
Step 4 (9)	\$19.58	\$28.71
Step 5 (10)	\$20.17	\$29.57
Step 6 (11)	\$20.77	\$30.45
Step 7 (12)	\$21.40	\$31.37
Step 8 (13)	\$22.04	\$32.31
Step 9 (14)	\$22.70	\$33.28
Step 10 (15)	\$23.38	\$34.28

If the proposed compensation schedule is amenable, I would ask the Select Board to adopt the table and issue an effective date so that I may work with the employees, Chief Holst, and the Treasurer to make the necessary adjustments.