



**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  
 William A. Bembury  
 Scott Bastarache  
*Select Board*

Bryan Smith  
*Town Administrator*

**Meeting Agenda**  
**Monday, August 29, 2022**

This meeting is open to the public.

**Scheduled Business**

| <i>Time</i> | <i>Agenda Item</i>                                                                             |
|-------------|------------------------------------------------------------------------------------------------|
| 6:30 PM     | Call to Order                                                                                  |
| 7:00 PM     | Joint Meeting with Finance Committee & Capital Planning Committee- Review of STM Warrant Draft |

**Old Business**

| <i>Agenda Item</i>                                                       | <i>Section</i> |
|--------------------------------------------------------------------------|----------------|
| Discussion Regarding Town Response to COVID-19                           | 1              |
| Review of Town Bylaw Codification Project & Editorial Analysis           | 2              |
| Review of Criminal & Sex Offender Record Information Policy- 3rd Reading | 3              |
| Review of Drug & Alcohol-Free Workplace Policy – 3rd Reading             | 4              |
| Review of Retirement Policy- 3rd Reading                                 | 5              |
| Review of COBRA Policy- 3rd Reading                                      | 6              |
| Review of HIPAA Policy- 3rd Reading                                      | 7              |
| Review of ADA Non-Discrimination Policy- 3rd Reading                     | 8              |
| Discussion Regarding Town Branding & Signage Project                     | 9              |

**New Business**

| <i>Agenda Item</i>                                                                                              | <i>Section</i> |
|-----------------------------------------------------------------------------------------------------------------|----------------|
| Meeting Minutes: August 01, 2022, August 15, 2022 & August 22, 2022                                             | 10             |
| Review of Special Town Meeting Warrant Draft                                                                    | 11             |
| Review of FY2022 Special Articles – Decision on Closeout or Carryforward                                        | 12             |
| Sale of Surplus Property 18 Pleasant Street & 17 Moore Street                                                   | 13             |
| Review & Issuance of 3 <sup>rd</sup> & 4 <sup>th</sup> Water Commitments for FY2023                             | 14             |
| Reminder of Public Art Sculpture Unveiling- Riverfront Park on August 30, 2022                                  | 15             |
| Resignation from School Committee- Catherine McLaughlin                                                         | 16             |
| Review of Request to Support FERC Filing Extension Request- FirstLight MA Hydro LLC and Northfield Mountain LLC | 17             |

**Other Business**

**Signing of the Treasury Warrant**

**Unanticipated Business**

**Anticipated Next Meeting Dates**

|                                        |                                    |
|----------------------------------------|------------------------------------|
| Wednesday, September 14, 2022- 7:00 PM | Monday, September 26, 2022- 6:30PM |
| Senior & Community Center              | Senior & Community Center          |

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](mailto: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.
  - i. All remarks must be respectful and courteous, free of personal attacks. Inappropriate language will not be tolerated.
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.

Hello all,

**Cooperative Public Health Service Weekly Report covering 12 Aug – 25 Aug  
2022**

NEW: Expanded drought info (from our Health Agents), update on fall flu & COVID vaccine clinics.

This week's report is by Maureen O'Reilly, [moreilly@frcog.org](mailto:moreilly@frcog.org)

**Let's get started!**

**I. Drought:**

- Franklin County continues in Level-3-Critical Drought. At last night's Oversight Board, the Health Agent Lisa Danek-Burke provided more information about how the droug
- Lisa Danek Burke noted that environmental impacts include: extremely low streamflows, decreased reservoir levels, as well as high water temps, increased plant/algae growth and an increased wildfire risk. She also noted that these, in turn, affect people through: bathing beach closures + health concerns, water use restrictions, issues with private wells.
- [See her presentation slides [here](#) or find them under "CPHS → Meetings & Events" and clicking on the meeting on 8/25.]
- Previously weekly reports have included action steps, sent out by the state.
- I'll reuse this segue from past weeks: "Regional drought and continued above average temperatures has reduced populations of EEE mosquito vectors while temporarily supporting increased populations of WNV vectors" (MDPH arbovirus communications). Without further ado...

II. **Arbovirus data:** As the arbovirus coordinator for many towns, Lisa White and I receive weekly reports from MDPH about the status of mosquito testing in the Pioneer Valley Mosquito Control District, as well as other mosquito control districts across the state.

**From the most recent report (14 Aug – 20 Aug 2022):**

- This is state-wide (4459 mosquitoes tested cumulatively over 33 weeks);
- "MDPH has reported 41 WNV positive mosquito samples from Barnstable, Bristol, Dukes, Essex, Middlesex, Norfolk, Plymouth, Suffolk, and

Worcester Counties. WNV risk levels have been increased to moderate for communities in Middlesex, Norfolk and Suffolk.”

- If your curious about their interactive map, check it out here:

<https://www.mass.gov/infodetails/massachusetts-arbovirus-update>

- Zero cases of West Nile Virus in humans, horses and other mammals.
- 3 cases of EEE statewide in mammal specimens. Zero cases of EEE in human and mosquitos samples.
- Zero human cases of Chikungunya and Dengue Fever statewide, with this subset of data being accurate as of 8/23/2022.

### III. **RECAP: August COVID-19 vaccination clinics**

- Summary: There were approximately 66 doses of vaccine given out across clinics at Mohawk school, Federal Elementary in Greenfield and the Erving Senior Center.
- We really tried to get the word out to families and to have these clinics be accessible for children to get vaccinated. We’re happy to report that (unofficially) **at each clinic, ~70% of doses were for children!** We also saw our highest number of 1<sup>st</sup>-time COVID vaccine recipients in these three clinics (combined), than from the 12 clinics this spring (combined).

IV. **Fall Flu clinics:** Information is coming!! The nurses will provide more information on this the next two weeks, as they will be creating the report. [I can divulge that our vaccine doses haven’t arrived yet—like most places, they’re slated to come in September.]

Onto.. COVID!

V. In the widest lens, the [CDC’s COVID-19 Community Level rating](#) places Franklin County back to **GREEN**. The CDC gives the following information

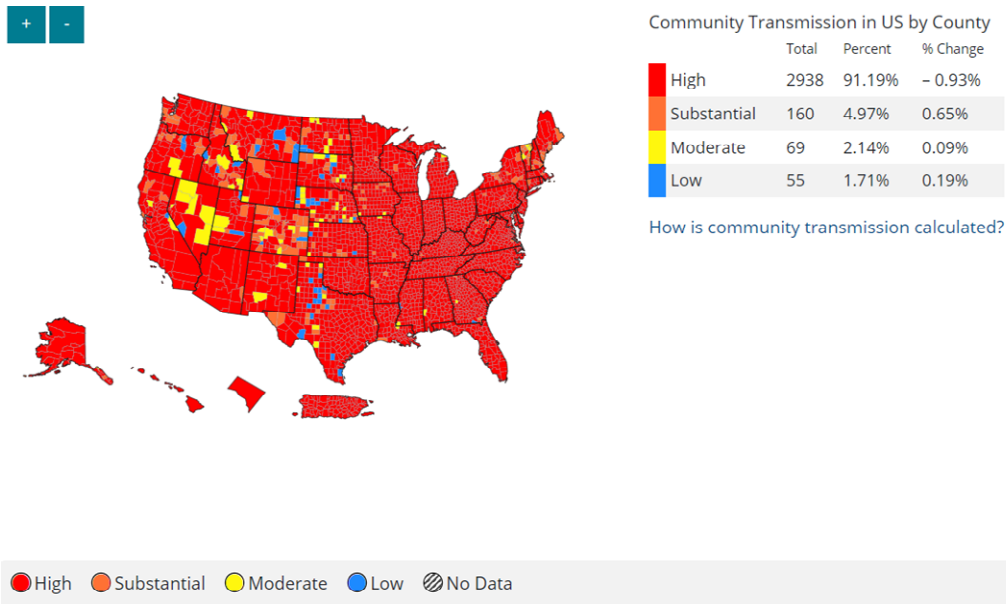
## What Prevention Steps Should You Take Based on Your COVID-19 Community Level?

| Low                                                                                                                                                            | Medium                                                                                                                                                                                                                                                                                                                               | High                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>Stay <a href="#">up to date</a> with COVID-19 vaccines</li><li><a href="#">Get tested</a> if you have symptoms</li></ul> | <ul style="list-style-type: none"><li>If you are <a href="#">at high risk for severe illness</a>, talk to your healthcare provider about whether you need to wear a mask and take other precautions</li><li>Stay <a href="#">up to date</a> with COVID-19 vaccines</li><li><a href="#">Get tested</a> if you have symptoms</li></ul> | <ul style="list-style-type: none"><li>Wear a <a href="#">mask</a> indoors in public</li><li>Stay <a href="#">up to date</a> with COVID-19 vaccines</li><li><a href="#">Get tested</a> if you have symptoms</li><li>Additional precautions may be needed for people <a href="#">at high risk for severe illness</a></li></ul> |

People may choose to mask at any time. People with [symptoms, a positive test, or exposure](#) to someone with COVID-19 should wear a mask. Masks are recommended in indoor public transportation settings and may be required in other places by local or state authorities.

If you are immunocompromised or high risk for severe disease, learn more about [how to protect yourself](#) with additional CDC recommendations for each COVID-19 Community Level.

- On a separate webpage, the [CDC has more in-depth recommendation for individual- and household-level prevention](#) by Community Level status
- **I'd like to point this out:** the Community rating uses lagging indicators (e.g. hospitalizations) to determine community level. “Lagging indicators” mean that hospitalizations from COVID follow an increase in COVID cases in a given area—it will tell us when we’re in a house fire, that the house is on fire.
- The [CDC has a map of community transmission](#)—which calculates transmission rates in a given county based on the number of new COVID cases (per 100K people) and the percentage of positive tests. Here’s the current one:



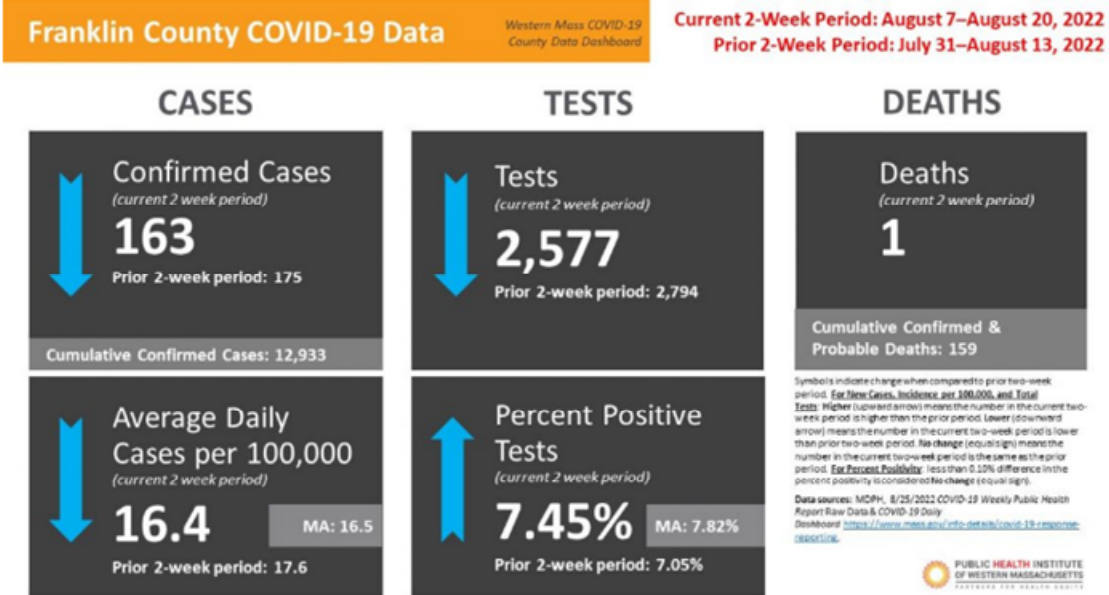
Current 7-days is Thu Aug 18 2022 - Wed Aug 24 2022 for case rate and Tue Aug 16 2022 - Mon Aug 22 2022 for percent positivity. The percent change in counties at each level of transmission is the absolute change compared to the previous 7-day period.

(In case it's hard to see, Franklin County is red.)

- To access this data, go to the link (above) and use the drop-down menu to select “Community Transmission” for the field “Data Type.”

VI. At the Franklin County level is the [Public Health Institute of Western Mass COVID-19 dashboard](#). An important note about this resource: although its numbers are accurate, it may feel a step or two behind the times because it compares two, two-week periods (see top right of the photo below).

Based on best available data as of 8/25/2022



- Not too much to say here: Fewer official tests, fewer official cases and likely cause of lower average daily case count. Converse is true for increased percent positivity: The ~220 fewer tests may be a reason why the percent positivity rose 0.4%.

VII. The CPHS district: COVID-19 and other reportable diseases  
 CPHS weekly case report covering 12 Aug - 25 Aug 2022

| Town          | New COVID cases |           | Hep C    | Cryptosporidiosis |
|---------------|-----------------|-----------|----------|-------------------|
|               | 12-18 Aug       | 19-25 Aug |          |                   |
| Ashfield      | 1               | 5         |          |                   |
| Bernardston   | 6               | 4         | 1        |                   |
| Buckland      |                 | 3         |          |                   |
| Charlemont    | 2               | 3         |          |                   |
| Colrain       | 3               |           |          | 1                 |
| Conway        | 1               | 2         |          |                   |
| Erving        | 2               | 4         |          |                   |
| Gill          | 2               |           |          |                   |
| Hawley        | 1               |           |          |                   |
| Heath         |                 |           |          |                   |
| Leyden        |                 |           |          |                   |
| Monroe        |                 |           |          |                   |
| Northfield    | 1               | 4         |          |                   |
| Rowe          |                 |           |          |                   |
| Shelburne     |                 | 2         |          |                   |
| <b>Total:</b> | <b>19</b>       | <b>27</b> | <b>1</b> | <b>1</b>          |

Data retrieved on 26 Aug 2022

Each count represents a new case during the indicated time period

- COVID cases are consistent; no tick-borne illnesses this week!

\*\*\*\*\*Below is unchanged info that you may want to reference \*\*\*\*\*

### VIII. Isolation and ~~quarantine~~ Exposure guidance (DPH changed earlier in August)

- Read it here: <https://www.mass.gov/covid-19-updates-and-information> and will/is updated on [frcog.org/covid](http://frcog.org/covid)
- **The biggest take-away is this:** there is no more quarantine. The CDC has moved to trying to get the public to better understand their COVID exposures in their lives to make a determination if they've been exposed. **If you're going to read anything in this section, read this:** <https://www.cdc.gov/coronavirus/2019-ncov/your-health/risks-exposure.html> **The idea is that if you have multiple factors that indicate higher transmission risk, then consider yourself exposed and follow exposure protocol (below, "Exposed to COVID")**
- As always, there are intricacies as complex situations arise. But, here's my quick synopsis:
- **Isolation:** Day 0 is symptom onset or positive test, whichever is earlier. Day 0-5; isolate at home (MDPH website has more info on how to prevent spread within a household).
  - Day 6, part (i): if symptoms are improving/resolving → Day 6-10 means wear a mask around others at all times indoors (including in the house), day 11 remove mask

Testing out of isolation: If fever-free for 24 hrs without the use of fever reducing medication, you may remove your mask before day 10 if: you have two consecutive, negative rapid tests 48 hrs apart, with the first test being on day 6 or later. If one of those tests are positive, you may not remove your mask before day 10.

- Day 6, part (ii): If your symptoms are not improving/resolving, if you still have a fever or you cannot wear a mask at all times, you must continue to isolate through day 10 or longer until your symptoms are resolving.



- **Exposed to COVID—no more quarantine** There is a move to this language: “If you have been exposed to COVID-19”
    - If you are asymptomatic: mask around others indoors for a full 10 days, including in the home. Take a rapid antigen or PCR test on day 6 or anytime symptoms develop.
    - Testing here is particular (feel free to send questions/people with their questions to our nursing team!):
    - Have you been COVID-free in the last 90 days? then test with PCR or rapid antigen test
1. If you’ve had COVID in the last 90 days, use a rapid antigen test.
  2. If you’ve had COVID in the last 30 days, no need to test on day 6 unless you’re symptomatic (use rapid antigen)

**IX. Monkeypox** (no CPHS cases, no updates)

- On Aug 4<sup>th</sup> the White House, declared Monkeypox to be a public health emergency. Reflecting that update, we’ve put some [information on our website](#), using infographics from our friends at MetroWest (Hudson-Natick-Framingham area).
- A nice visualization of cases across the country is on the CDC’s website: <https://www.cdc.gov/poxvirus/monkeypox/response/2022/us-map.html>

**That’s a wrap. Thank you for reading this far & have a great week!**

Question 305-001

[Chapter 305 Board of Health Regulations](#)  
[Article I Floodplain Regulations](#)

Have these regulations been superseded by [§ 230-4.11](#) of the Zoning Bylaw?

**Pick one option from list below**

- Remove this Article I from the Code.
- Revise as follows:

- Retain Article I in the Code.
- Defer decision until after Code publication.

Question 305-002

[Chapter 305 Board of Health Regulations](#)  
[Article II Food Carts and Food Vendors](#)

Is there an adoption date that should be included for these regulations?

**Pick one option from list below**

- Regulations were adopted on the following date: \_\_\_\_\_
- Revise as follows:

- Include regulations without adoption date.
- Defer decision until after Code publication.

Question 305-003

[Chapter 305 Board of Health Regulations](#)  
[Article II Food Carts and Food Vendors](#)

This Article II requires local licenses for mobile food carts, vendors and bakery and catering establishments and appears to be generally sufficient as written, although the Town may wish to review the \$25 license fees in §§ 305-11 and 305-12 to ensure they are current.

**Pick one option from list below**

- Remove fee amounts and replace with "*amount set from time to time by the Board of Health.*"
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 305-004

[Chapter 305 Board of Health Regulations](#)  
[Article III Outdoor Wood-Burning Boilers](#)

Is there an adoption date that should be included for these regulations?

**Pick one option from list below**

- Regulations were adopted on the following date: \_\_\_\_\_
- Revise as follows:

- Include regulations without adoption date.
- Defer decision until after Code publication.

Question 305-005

[Chapter 305 Board of Health Regulations](#)  
[Article III Outdoor Wood-Burning Boilers](#)

In general, these regulations should be reviewed against current state regulations, which were amended and made more restrictive at the end of 2008. The state [DEP website](#) includes helpful information.

**Pick one option from list below**

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question 305-006

[Chapter 305 Board of Health Regulations](#)  
[Article IV Private Wells](#)  
[§ 305-25 Registration of well diggers and drillers.](#)

**Code Content:**

[\[§ 305-25\]](#) *No person shall construct or destroy a private well within the boundaries of Erving unless registered with the Division of Water Resources as required by **State Regulation 313 CMR 3.00**. A copy of the well driller's certificate of registration must accompany the application or permit.*

We were unable to confirm this citation. Chapter 3.00 is currently "Reserved" in the state regulations. It appears that current regulations are in 310 CMR 46.00, Certification of Well Drillers.

**Pick one option from list below**

Update citation as noted above.

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question 305-007

[Chapter 305 Board of Health Regulations](#)  
[Article IV Private Wells](#)  
[§ 305-27 Application procedure.](#)

**Code Content:**

[\[§ 305-27E\]](#) *The Board of Health will charge a fee of \$25 for a construction permit or a well destruction permit.*

The Town could review the fee in this subsection and in § 305-29 to determine whether they are current.

**Pick one option from list below**

Remove fee amounts and replace with text indicating that fees are "*set from time to time by the Board of Health.*"

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question 305-008

[Chapter 305 Board of Health Regulations](#)  
[Article IV Private Wells](#)  
[§ 305-31 Adoption of guidelines.](#)

**Code Content:**

[\[§ 305-31\]](#) *The Board of Health incorporates by reference and makes a part hereof as part of their regulations, the **DEP Private Well Guidelines, October 1989.***

Are the above-highlighted guidelines the currently effective guidelines? According to our research, the [current guidelines](#) were last amended in 2018.

See also the same reference in § 305-30.

**Pick one option from list below**

- Revise to change "October 1989" to "as amended."
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 305-009

[Chapter 305 Board of Health Regulations](#)  
[Article V Public Swimming Pools](#)

Is there an adoption date that should be included for these regulations?

**Pick one option from list below**

- Regulations were adopted on the following date: \_\_\_\_\_
- Revise as follows:

- Include regulations without adoption date.
- Defer decision until after Code publication.

Question 305-010

[Chapter 305 Board of Health Regulations](#)  
[Article V Public Swimming Pools](#)

This article requires a license for public swimming pools and appears to be sufficient as written, although the Town could review the fee in § 305-37 to ensure that it is current.

**Pick one option from list below**

- Remove fee amount and replace with "*as set from time to time by the Board of Health.*"
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 305-011

[Chapter 305 Board of Health Regulations](#)  
[Article VI Shared Wells](#)

This article requires regular testing of shared wells and appears to be sufficient as written.

**Pick one option from list below**

- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 305-012

[Chapter 305 Board of Health Regulations](#)  
[Article VII Tanning Facilities](#)

This article requires a license for tanning facilities and appears to be generally sufficient as written, although the Town may wish to consider the following:

- (1) Is there an adoption date that should be included for these regulations?
- (2) Is the \$25 fee in § 305-44 current?

**Pick one or more options from list below**

- Regulations were adopted on the following date: \_\_\_\_\_
- Remove fee and replace with "*as set from time to time by the Board of Health.*"
- Revise as follows:

- Include regulations without adoption date.
- Defer decision until after Code publication.

Question 310-001

[Chapter 310 Board of Selectmen](#)

This chapter includes the Selectmen's 1942 authorization for Police Department mutual aid and appears to be sufficient as written.

**Pick one option from list below**

- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.



Question 315-001

[Chapter 315 Cemetery Rules and Regulations](#)  
[§ 315-3 Definitions.](#)

**Code Content:**

*[\[MONUMENT\]](#) A large memorial placed at the head of a lot, centered upon deeded graves. Some regulations may apply to size and location of monument. Check with the **Town Board** before installing any monument.*

In the context of these regulations is "Town Board" the correct term or should it be changed to:

- (1) "Board of Selectmen"; OR
- (2) "Board of Cemetery Commissioners"?

**Pick one option from list below**

- Revise as suggested in (1) above.
- Revise as suggested in (2) above.
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 315-002

[Chapter 315 Cemetery Rules and Regulations](#)  
[§ 315-4 General rules.](#)

**Code Content:**

[\[§ 315-4B\]](#) *Picking flowers, wild or cultivated, breaking or injuring any tree, shrub, or plant is prohibited. Writing upon, defacing, or injuring any memorials, fences, or other structures within the Cemetery grounds is prohibited. Violation of this rule is also a violation of state laws (MGL c.272, sects. 73, 74, 75) under which violators may be subject to criminal prosecution resulting in fines and/or imprisonment.*

Should MGL c. 272, § 73B, Sale of or attempt to sell stolen commemorative grave marker; receipt, retention or disposal of stolen commemorative grave marker, added to state law in 2015, also be referenced in this Subsection B?

**Pick one option from list below**

- Add "73B" to the list of citations highlighted above.
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 315-003

[Chapter 315 Cemetery Rules and Regulations](#)  
[§ 315-4 General rules.](#)

**Code Content:**

[\[§ 315-4H\]](#) *The Town Board reserves the right to add to, amend, alter, or repeal these Rules and Regulations pursuant to **MGL c. 144, sec. 23.***

The highlighted statute dealt with tenement houses in cities and was repealed in 1976. It appears that the citation should be to MGL c. **114**, § 23, regarding the powers and duties of cemetery commissioners.

**Pick one option from list below**

Update citation as suggested.

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question 315-004

[Chapter 315 Cemetery Rules and Regulations](#)  
[§ 315-9 Interments.](#)

**Code Content:**

[\[§ 315-9B\]](#) *Where immediate burial is required by state law or under the Rules and Regulations of the Erving Board of Health, interments may be made on Sundays and holidays, but an additional fee of \$250 will be added to the regular interment charge and entrance to the Cemetery will be allowed only to the hearse and vehicles in the funeral procession.*

Should the \$250 fee remain in this subsection? We note that the 2013 amendment to Subsection A of this section removed the fee from that subsection. This Subsection B could be similarly revised as follows:

*B. Where immediate burial is required by state law or under the Rules and Regulations of the Erving Board of Health, interments may be made on Sundays and holidays, but an additional fee [~~of \$250~~] will be added to the regular interment charge and entrance to the Cemetery will be allowed only to the hearse and vehicles in the funeral procession.*

**Pick one option from list below**

- Revise as suggested.
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 315-005

[Chapter 315 Cemetery Rules and Regulations](#)  
[§ 315-9 Interments.](#)

**Code Content:**

*[§ 315-9J] In order to maintain a high standard of care and to eliminate sunken graves caused by the collapse of wooden boxes, it is required that all traditional burials are made inside a vault. The "outside" width of such vaults shall not exceed 42 inches. In such cases where an oversized vault is needed to accommodate an oversized casket, the lot owner will need to use two deeded graves. Burial vaults may be procured from any source provided they meet the established specifications. When Cemetery employees handle or install such containers, a reasonable charge will be made for such service.*

This Subsection J duplicates some restrictions found earlier in the definition of "vault" in § 315-3. To eliminate this redundancy one of the following revisions could be made:

**Option #1: Revise this Subsection J.** *In order to maintain a high standard of care and to eliminate sunken graves caused by the collapse of wooden boxes, it is required that all traditional burials are made inside a vault **as defined in § 315-3 of these regulations.** [~~The "outside" width of such vaults shall not exceed 42 inches. In such cases where an oversized vault is needed to accommodate an oversized casket, the lot owner will need to use two deeded graves.~~] Burial vaults may be procured from any source, provided they meet the established specifications. When Cemetery employees handle or install such containers, a reasonable charge will be made for such service.*

**Option #2: Revise definition of "vault."** *VAULT - A reinforced concrete grave liner box. [~~No vault over 42 inches in exterior width will be accepted for a single grave. If a lot owner needs to use a vault larger than 42 inches in exterior width, two graves will be required for interment.~~]*

**Pick one option from list below**

- Revise as suggested in Option #1.
- Revise as suggested in Option #2.
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 315-006

[Chapter 315 Cemetery Rules and Regulations](#)  
[§ 315-9 Interments.](#)

**Code Content:**

[\[§ 315-9Q\]](#) The Town will not be **liable to the interment permit** nor for the identity of the person sought to be interred.

Is text missing from this Subsection Q? The above-highlighted phrase is unclear.

**Pick one option from list below**

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question 315-007

[Chapter 315 Cemetery Rules and Regulations](#)  
[§ 315-12 Fees and charges.](#)

The fees and charges in this section could be retained as is or replaced with a general statement: *Fees and charges for sale of lots and interments shall be set by the Board of Selectmen.*

**Pick one option from list below**

Revise as suggested.

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question 340-001

[Chapter 340 Recycling Regulations](#)

This chapter outlines basic recycling requirements and appears to be sufficient as written.

**Pick one option from list below**

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question 345-001

[Chapter 345 Sewer Use Regulations](#)

[Article I General Provisions](#)

[§ 345-1.2 Definitions.](#)

**Code Content:**

*[\[DOMESTIC SOURCE\]](#) Any residence, building, structure, facility, or installation from which there is or may be discharged to a POTW only, sanitary sewage, in an amount less than 2,000 gallons per day, as determined in accordance with the Sewage Flow Estimate published at **314 C.M.R. § 7.15**, which is incorporated herein by reference.*

We were unable to confirm the above-highlighted citation.

**Pick one option from list below**

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question 345-002

[Chapter 345 Sewer Use Regulations](#)  
[Article I General Provisions](#)  
[§ 345-1.2 Definitions.](#)

**Code Content:**

[INTERFERENCE] *A discharge which, alone or in conjunction with discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal and which is a cause of a violation of any requirement of the Town of Erving's NPDES Permits (including an increase in the magnitude or duration of a violation), or of the prevention of sewage sludge use or disposal by a POTW in accordance with applicable federal, state, or local statutes and regulations or permits issued thereunder, as set forth in 40 C.F.R. § 403.3(i).*

The above-highlighted regulation defines "indirect discharge." Is that correct? The definition of "interference" is found in 40 CFR 403.3(k).

**Pick one option from list below**

- Update citation as noted above.
- Change citation to: **40 CFR 403.3.**
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.



Question 345-003

[Chapter 345 Sewer Use Regulations](#)

[Article III Permits](#)

[§ 345-3.2 Permit application requirements.](#)

**Code Content:**

*[\[§ 345-3.2A\]](#) All Users required to obtain a Sewer Connection Permit or an Industrial Discharge Permit shall complete and file with the Director an application in the form prescribed by the Director, and accompanied by the appropriate fee as indicated on the application and on the fee schedule annexed hereto as **Schedule B**. In support of the application for an Industrial Discharge Permit, the Industrial User shall submit, in units and terms appropriate for evaluation, the following information:*

Schedule B, referenced in this section, was not included with the regulations submitted for this project.

(1) If the Town would like Schedule B included with this chapter, please provide a current copy.

(2) If it is not necessary to include Schedule B in the Code, we will insert a footnote indicating that Schedule B is on file in the Town offices.

**Pick one option from list below**

- Revise as suggested in (1) above (copy of Schedule B enclosed).
- Add footnote as suggested in (2) above.
- Revise as follows:

- Do not revise; do not add schedule or footnote.
- Defer decision until after Code publication.

Question 345-004

[Chapter 345 Sewer Use Regulations](#)  
[Article IV Reporting Requirements Monitoring, and Inspections](#)  
[§ 345-4.1 Reporting requirements.](#)

**Code Content:**

[\[§ 345-4.1C\]](#) *Compliance deadline report. Within 90 days following the date for final compliance with any applicable Pretreatment Standards or Requirements or, in the case of a New Source, following commencement of the introduction of wastewater into the POTW, any see subject to Pretreatment Standards or Requirements shall submit to the Director a report as prescribed under **40 C.F.R. § 5403-12(d)**, indicating the nature and concentration of all pollutants in the discharge which are limited by Pretreatment Standards or Requirements, and the average and maximum daily flow of the wastewater containing such pollutants. The report shall state whether the applicable Pretreatment Standards or Requirements are being met on a consistent basis and, if not, what additional O&M and/or pretreatment is necessary to bring the User into compliance with the applicable Pretreatment Standards or Requirements. This report shall be signed by an Authorized Representative of the User, and be certified by a qualified professional engineer. The Director may require such follow-up reports as he seems necessary to monitor the actions taken by the User to come into compliance with the applicable Pretreatment Standards or Requirements.*

The above-highlighted citation appears to be incorrect and should probably be changed to: 40 CFR 403.12(d).

**Pick one option from list below**

- Revise as suggested.
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 345-005

[Chapter 345 Sewer Use Regulations](#)  
[Article IV Reporting Requirements Monitoring, and Inspections](#)  
[§ 345-4.5 Confidential information.](#)

**Code Content:**

[\[§ 345-4.5B\]](#) *Notwithstanding any claim of confidentiality, any information and data provided to the Director which is effluent data, as defined at 40 C.F.R. § 2.303, (including, but not limited to, wastewater constituents and characteristics), shall be available to the public without restriction. All other information and data shall be available to the public at least to the extent provided by 40 C.F.R. § 2.302.*

This citation is incorrect and should instead reference 40 CFR 2.302.

**Pick one option from list below**

Revise as suggested.

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question 345-006

[Chapter 345 Sewer Use Regulations](#)  
[Article VI Enforcement](#)  
[§ 345-6.5 Review by Select Board.](#)

**Code Content:**

[\[§ 345-6.5B\(4\)\]](#) *Take any further necessary action as permitted by these Regulations or by the Town's By-Laws and Ordinances.*

This Subsection B(4) could be revised as follows: *Take any further necessary action as permitted by these Regulations or by the Town's bylaws [~~and Ordinances~~].*

**Pick one option from list below**

Revise as suggested.

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question 350-001

[Chapter 350 Subdivision Regulations](#)

**Forms.** Various sections in these regulations refer to forms appended or applicable to these regulations. We did not receive the forms with the materials for this project.

(1) If the Town would like the forms included in the Code as attachments to this chapter, please provide current copies.

(2) Alternatively, whenever a form is referenced, we could include a footnote indicating that the forms are available from the Town offices or on the Town website.

**Pick one option from list below**

- Revise as suggested in (1) above (copies attached).
- Revise as suggested in (2) above.
- Revise as follows:

- Do not revise; do not include forms or footnotes.
- Defer decision until after Code publication.

Question 350-002

[Chapter 350 Subdivision Regulations](#)

**Fees.** The Town should review the fees in the following sections to ensure they are current. (Any changes can be noted under "Revise as follows" below.) If fees are changed by the Planning Board from time to time, the Town may wish to consider removing fee amounts from the sections and replacing them with "*as set from time to time by the Planning Board.*"

Fees appear in the following sections: §§ 350-4A(2) and 350-6B(1)(c).

**Pick one option from list below**

- Remove fees and replace with "as set from time to time" language.
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 350-003

[Chapter 350 Subdivision Regulations](#)  
[§ 350-1 Authority and purpose.](#)

**Code Content:**

*[§ 350-1B] Purpose. The Subdivision Rules and Regulations have been enacted for the purpose of protecting the safety, convenience, and the general welfare of the inhabitants of the Town of Erving by regulating the laying out and construction of ways in subdivisions providing access to the several lots therein, but which have not become public ways, and ensuring sanitary conditions in subdivisions, and in proper cases parks and open areas. The powers of the Planning Board under the Subdivision Control Law and under these Regulations shall be a subdivision by ways that will be exercised with due regard for the provision of adequate access to all of the lots in a subdivision by ways that will be safe and convenient for travel; controlling congestion in such ways and in the adjacent public ways; reducing danger to life and limb in the operation of motor vehicle; securing safety in the case of emergency situations; insuring compliance with the applicable protective (zoning) bylaws; securing adequate provision for water, sewage, drainage, underground utility services, fire, police, ambulance services, and other similar municipal equipment, streetlighting and other requirements where necessary in a subdivision; and for coordinating the ways in a subdivision with each other, with the public ways in the Town, and with the ways in neighboring subdivisions.*

This Subsection B could be revised as follows:

*B. Purpose. The Subdivision Rules and Regulations have been enacted for the purpose of protecting the safety, convenience, and the general welfare of the inhabitants of the Town of Erving by regulating the laying out and construction of ways in subdivisions providing access to the several lots therein, but which have not become public ways, and ensuring sanitary conditions in subdivisions, and in proper cases parks and open areas. The powers of the Planning Board under the Subdivision Control Law and under these Regulations shall be **exercised with due regard for the adequate access to all of the lots in** a subdivision by ways that will be [~~exercised with due regard for the provision of adequate access to all of the lots in a subdivision by ways that will be~~] safe and convenient for travel; [~~controlling~~] **for lessening** congestion in such ways and in the adjacent public ways; **for** reducing danger to life and limb in the operation of motor vehicles; **for** securing safety in the case of emergency situations; **for** insuring compliance with the applicable protective (zoning) bylaws; **for** securing adequate provision for water, sewage, drainage, underground utility services, fire, police, ambulance services, and other similar municipal equipment, street lighting and other requirements where necessary in a subdivision; and for coordinating the ways in a subdivision with each other, with the public ways in the Town, and with the ways in neighboring subdivisions.*

**Pick one option from list below**

Revise as suggested.

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question 350-004

[Chapter 350 Subdivision Regulations](#)  
[§ 350-3 Definitions.](#)

The following terms are defined in this section but the terms are not used elsewhere in these regulations:

\_\_\_\_\_ METRIC EQUIVALENT MEASURE

**Pick one option from list below**

- Delete term(s) checked above.
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 350-005

[Chapter 350 Subdivision Regulations](#)  
[§ 350-3 Definitions.](#)

**Code Content:**

*[DEFINITIVE PLAN] At least five copies of the map of the proposed subdivision, an acetate overlay, a development impact statement, together with all other documents, drawings, information, filling fees paid, and reimbursement of all consultants retained by the Planning Board that were needed to reach a decision **of the application**.*

Should the above-highlighted "of the application" be changed to "**on** the application"?

**Pick one option from list below**

- Revise as suggested.
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 350-006

[Chapter 350 Subdivision Regulations](#)  
[§ 350-3 Definitions.](#)

**Code Content:**

*[STATE CONSTRUCTION STANDARDS, MASS DPW CONSTRUCTION STANDARDS] These specifications are published by the **Massachusetts Department of Public Works**. They are entitled *Standard Specifications for Highway and Bridges*, and include all supplements, updates, revisions, or future editions covering substantially the same subject matter. All matters left open or undetermined by these specifications shall be specified by the Planning Board on a case by case basis.*

Should "Department of Public Works" be changed to its current title "Department of **Transportation**"?

**Pick one option from list below**

- Revise as suggested.
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.



Question 350-007

[Chapter 350 Subdivision Regulations](#)  
[§ 350-4 Plan believed not to require approval.](#)

**Code Content:**

[\[§ 350-4A\(2\)\]](#) *Written evidence that a filing fee in the amount of \$65 for a single lot, or \$35 per lot for all plans including two or more lots, made payable to the Town of Erving, Massachusetts.*

This subsection could be revised as follows to be made grammatically correct: *Written evidence that a filing fee **has been paid** in the amount of \$65 for a single lot, or \$35 per lot for all plans including two or more lots, made payable to the Town of Erving, Massachusetts.*

**Pick one option from list below**

Revise as suggested.

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question 350-008

[Chapter 350 Subdivision Regulations](#)  
[§ 350-4 Plan believed not to require approval.](#)

**Code Content:**

[\[§ 350-4A\(3\)\]](#) *An application for hearing (Form A) **upended** hereto, signed by the applicant/s and providing all information requested;*

The above-highlighted "upended" should be changed to "appended."

**Pick one option from list below**

Revise as suggested.

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question 350-009

[Chapter 350 Subdivision Regulations](#)  
[§ 350-5 Preliminary plans.](#)

**Code Content:**

*[\[§ 350-5A\]](#) General. Prior to the submission of a Preliminary Plan, a developer is encouraged to discuss their intentions with the Board. A Preliminary Plan of a Subdivision may be submitted by the sub divider for discussion and approval by the Board. The submission by the sub divider for discussion and approval by the Board. The submission of such a plan would enable the sub divider, the Planning Board, other municipal agencies and owners of abutting properties to the proposed subdivision to discuss and clarify the problems of such a subdivision before a Definitive Plan is prepared. Such a plan must be filed to allow the Board 45 days in which to study and make recommendations toward the preparation of a Definitive Plan. It is strongly recommended that a Preliminary Plan be filed in every case, especially where the developer intends to submit a series of Definitive Plans over a period of time, or where a developer intends to develop only part of the total contiguous parcel. In these cases, the Preliminary Plan shall show the future intended use or alternate uses for the part of the parcel not presently being developed. In either case, the Preliminary Plan will show all divisions, uses, and other improvements of the entire contiguous parcel. Prior to the submission of Preliminary Plan to the Planning Board and the Board of Health for approval, the sub divider should meet with the Board of Selectmen, Assessors, Conservation Commission, School Committee, Police and Fire Departments and the Highway Superintendent to obtain their recommendations. These recommendations may be incorporated into the Preliminary Plan, in addition to any changes or additions suggested by the Planning Board.*

In MGL c. 41, § 81-S, the Subdivision Control Law provides that a preliminary plan for a residential subdivision is optional but for a nonresidential subdivision is mandatory. Therefore, this Subsection A could be revised as follows:

*. . . Prior to the submission of a preliminary plan, a developer is encouraged to discuss their intentions with the Board. A preliminary plan of a **residential** subdivision may be, **and of a nonresidential subdivision shall be,** submitted by the subdivider for discussion and approval by the Board. . . .*

**Pick one option from list below**

Revise as suggested.

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question 350-010

[Chapter 350 Subdivision Regulations](#)  
[§ 350-5 Preliminary plans.](#)

**Code Content:**

[\[§ 350-5C\(1\)\]](#) *The Preliminary Plan shall show the following:*

Subsections (l) and (m) in this Subsection C(1) are identical.

**Pick one option from list below**

Delete one of the duplicate subsections.

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question 350-011

[Chapter 350 Subdivision Regulations](#)  
[§ 350-6 Definitive plan.](#)

**Code Content:**

[\[§ 350-6B\(1\)\(i\)\]](#) *A signed covenant stating that the subdivisions homeowners' association that shall be set up by the developers.*

This Subsection (i) should be revised as follows:

*(1) . . . Any person who submits a definitive plan to the Planning Board for approval shall file with the Board the following:*

*(i) A signed covenant stating that the subdivisions homeowners' association [~~that~~] shall be set up by the developer.*

**Pick one option from list below**

Revise as suggested.

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question 350-012

[Chapter 350 Subdivision Regulations](#)  
[§ 350-6 Definitive plan.](#)

**Code Content:**

*[\[§ 350-6B\(2\)\]](#) The applicants file their application in its entirety with the Town Clerk. The Clerk shall write the date and time in the appropriate place on the Form C, make three copies of the document and return it to the applicant/s. The Town Clerk shall then remove one set of plans and one copy of the Form C for the Board of Health and the rest to the Planning Board. The Town Clerk shall then notify the Board of Health and the Planning Board of the submission within 10 days.*

This subsection should be as follows: *The applicant[s] **shall** file their application in its entirety with the Town Clerk. . . . The Town Clerk shall then remove one set of plans and one copy of the Form C for the Board of Health and **shall retain** the rest [†] **for** the Planning Board. . . .*

**Pick one option from list below**

- Revise as suggested.
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 350-013

[Chapter 350 Subdivision Regulations](#)  
[§ 350-6 Definitive plan.](#)

**Code Content:**

[\[§ 350-6C\(7\)\]](#) Existing and proposed topography at two-foot contour intervals for gentle slopes (less than 25%) and five-foot contour intervals for steep slopes (greater than 25%) with elevations, shall be provided at ten foot intervals;

This definitive plan requirement does not cover slopes of exactly 25%. Subsection C(7) could be revised in one of the following ways:

**Option #1:** Existing and proposed topography at two-foot contour intervals for gentle slopes (***equal to or*** less than 25%) and five-foot contour intervals for steep slopes (greater than 25%) with elevations, shall be provided at ten foot intervals;

**Option #2:** Existing and proposed topography at two-foot contour intervals for gentle slopes (less than 25%) and five-foot contour intervals for steep slopes (***equal to or*** greater than 25%) with elevations, shall be provided at ten foot intervals;

**Pick one option from list below**

- Revise as suggested in Option #1.
- Revise as suggested in Option #2.
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 350-014

[Chapter 350 Subdivision Regulations](#)  
[§ 350-6 Definitive plan.](#)

**Code Content:**

[§ 350-6C(10)] *Subsurface conditions on the tract, location and results of all tests made to ascertain subsurface soil, rock and water conditions, depth to ground water, and on the a separate sheet, the location nad results of all soil percolation tests if individual sewage disposal systems are proposed. These percolation tests shall be:*

This subsection should be revised as follows: *Subsurface conditions on the tract, location and results of all tests made to ascertain subsurface soil, rock and water conditions, depth to groundwater, and on [~~the~~] a separate sheet, the location [~~nad~~] **and** results of all soil percolation tests if individual sewage disposal systems are proposed. . . .*

**Pick one option from list below**

- Revise as suggested.
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.



Question 350-015

[Chapter 350 Subdivision Regulations](#)  
[§ 350-6 Definitive plan.](#)

**Code Content:**

[\[§ 350-6E\]](#) Review by the Board of health. The Board of Health shall, within 45 days of submission, review the plan and report to the Planning Board and the Applicant/s in writing, the approval or disapproval of said plan. If the Board of Health disapproves said plan, it shall make specific findings as to which, if any of the lots shown on the plan, cannot be used as building sites without injury to public health and safety, and include such specific findings and the reasons for the adjustments thereof. **Every lot so located that it will be serviced by the municipal water and sewer systems.** If such utilities are not available, these lots must be able to be serviced by private wells and septic systems that are satisfactory to the Board of Health.

The above-highlighted sentence should be revised as follows: *Every lot **shall be** so located that it will be serviced by the municipal water and sewer systems.*

**Pick one option from list below**

- Revise as suggested.
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 350-016

[Chapter 350 Subdivision Regulations](#)  
[§ 350-6 Definitive plan.](#)

**Code Content:**

*[\[§ 350-6H\(2\)\(b\)\]](#) Determination that development at this location, as proposed in the Definitive Plan, does not present unwarranted hazard to the health, safety, or welfare to future residents or to others because of possible natural disasters, traffic hazard, or environmental degradation;*

This subsection should be revised as follows: *Determination that development at this location, as proposed in the Definitive Plan, does not present unwarranted hazard to the health, safety, or welfare ~~[to]~~ **of** future residents or ~~[to]~~ others because of possible natural disasters, traffic hazard, or environmental degradation;*

**Pick one option from list below**

Revise as suggested.

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question 350-017

[Chapter 350 Subdivision Regulations](#)  
[§ 350-8 Design standards.](#)

**Code Content:**

[\[§ 350-8A\(3\)\(b\)\]](#) *Streets shall be laid out so as to intersect as nearly as possible to right angles;*

This subsection should be revised as follows: *Streets shall be laid out so as to intersect as nearly as possible [~~to~~] **at** right angles;*

**Pick one option from list below**

Revise as suggested.

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question 350-018

[Chapter 350 Subdivision Regulations](#)  
[§ 350-8 Design standards.](#)

**Code Content:**

*[\[§ 350-8D\]](#) Lot sizes and shapes. All lots within the subdivision shall conform to provisions set forth in the Town of Erving zoning bylaws and the lot shapes shown in the **appendix** section of these regulations;*

In addition to the forms addressed earlier in these comments, the appendix referenced in this Subsection D was not included with the materials for this project.

**Pick one option from list below**

- Appendix enclosed for inclusion in project.
- Add a footnote noting that the appendix is available from the Town offices or on the Town website.
- Revise as follows:

- Do not revise; do not include appendix or footnote.
- Defer decision until after Code publication.

Question 350-019

[Chapter 350 Subdivision Regulations](#)  
[§ 350-8 Design standards.](#)

**Code Content:**

[\[§ 350-8E\]](#) *Open spaces. Before approval of a plan, the Board may also, in proper cases, require the plan to show a park or parks suitably located for a playground or recreational purposes, or for providing light and air. The park/s shall not be unreasonable in area in relation to the land to be subdivided and to the prospective uses of such land. **The Board may be appropriate endorsement on the plan, that no building may be built on such a park without its approval;***

The last sentence of this subsection should be revised as follows: *The Board may, **by** [~~be~~] appropriate endorsement on the plan, **require** that no building may be built on such a park without its approval;*

**Pick one option from list below**

- Revise as suggested.
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 350-020

[Chapter 350 Subdivision Regulations](#)  
[§ 350-9 Required improvements.](#)

**Code Content:**

*[§ 350-9A(4)(b)] After the sub base has been inspected, a surface coat must be applied using the same methods and thickness as the sub base. Under no circumstances shall any surface coat be applied until the sub base has been inspected and approved. All paving must conform with **Mass. Dept. of Public Works** specifications for Type I-1 bituminous concrete, in materials, quality standards, and methods of application.*

Should the above-highlighted text be changed to refer to the current department: Department of **Transportation**?

**Pick one option from list below**

Revise as suggested.

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question 350-021

[Chapter 350 Subdivision Regulations](#)  
[§ 350-9 Required improvements.](#)

**Code Content:**

[\[§ 350-9C\(3\)\]](#) Any sidewalk that travels on one side of a street that terminates and resumes or connects to a sidewalk on the opposite side of the street must do so via a crosswalk permanently marked on the roadway and by road signs and comply with the **American Disability Administration's** regulations.

This Subsection C(3) could be revised as follows:

*(3) Any sidewalk that travels on one side of a street that terminates and resumes or connects to a sidewalk on the opposite side of the street must do so via a crosswalk permanently marked on the roadway and by road signs and comply with the [~~American Disability Administration's~~] regulations **of the Americans with Disabilities Act.***

**Pick one option from list below**

- Revise as suggested.
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 350-022

[Chapter 350 Subdivision Regulations](#)  
[§ 350-9 Required improvements.](#)

**Code Content:**

*[§ 350-9E(5)] Provisions of streetlighting shall be provided as determined by the Planning Board, in accordance with ~~from~~ recommendations from the Chief of Police and the Chief of the Fire Department.*

This Subsection (5) should be revised as follows: *Provisions of streetlighting shall be provided as determined by the Planning Board, in accordance with ~~from~~ recommendations from the Chief of Police and the Chief of the Fire Department.*

**Pick one option from list below**

Revise as suggested.

Revise as follows:

Do not revise.

Defer decision until after Code publication.



Question 350-023

[Chapter 350 Subdivision Regulations](#)  
[§ 350-10 Administration.](#)

**Code Content:**

[\[§ 350-10B\]](#) For matters not covered by these rules and regulations, reference is made to MGL Sections 81-K to **81-G**.

The above-highlighted citation is incomplete and should instead reference § 81-**GG**.

**Pick one option from list below**

- Revise as suggested.
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 360-001

[Chapter 360 Traffic Regulations](#)

**Nomenclature.** Throughout this Chapter 360, "Massachusetts Department of Public Works" should be changed to "Massachusetts Department of **Transportation**."

**Pick one option from list below**

- Revise as suggested.
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 360-002

[Chapter 360 Traffic Regulations](#)

Some specific comments are included below, but the Town should review this Chapter 360 in general to determine whether there are additional traffic restrictions that should be included. Are there stop signs that are not documented in § 360-10B? Are there other parking restrictions to be included in § 360-9?

**Pick one option from list below**

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question 360-003

[Chapter 360 Traffic Regulations](#)

[Article I Definitions](#)

[§ 360-1 Terms defined.](#)

**Code Content:**

[OFFICER] Any officer, any constable or special officer, provided he is conspicuously displaying his badge of office.

Should this definition be revised as follows?

*OFFICER - Any **police** officer, any constable or special officer, provided he is conspicuously displaying his badge of office.*

**Pick one option from list below**

Revise as suggested.

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question 360-004

[Chapter 360 Traffic Regulations](#)  
[Article V Operation of Vehicles](#)  
[§ 360-10 Obedience to isolated stop signs.](#)

**Code Content:**

[\[§ 360-10A\]](#) Every driver of a vehicle, or other conveyance, approaching an intersection of ways where there exists facing him an official sign, bearing the word "Stop" and authorized by this section, said sign having apart from this regulation, the written approval of the Department of Public Works, Commonwealth of Massachusetts, and such approval being in effect, shall before proceeding through the intersection, bring such vehicle, or other conveyance, to a complete stop at such point as may be clearly marked by a sign or line, or if a point is not so marked, then at a place between the said "Stop" sign and the nearer line of the street intersection. In the case of a line of two or more vehicles approaching such "Stop" sign, the drivers of the second and third vehicles in line in any group shall not be required to stop more than once before proceeding through the intersection. This section shall not apply when the traffic is otherwise directed by an officer or by a lawful traffic regulating sign, signal or device.

Based on the text of and amendments to state law provisions in MGL c. 89, § 9, this Subsection A could be revised in one of the following ways:

**Option #1:** Every driver of a vehicle, or other conveyance, approaching an intersection of ways where there exists facing him an official sign, bearing the word "Stop" and authorized by this section, said sign having apart from this regulation, the written approval of the Department of Public Works, Commonwealth of Massachusetts, and such approval being in effect, shall before proceeding through the intersection, bring such vehicle, or other conveyance, to a complete stop at such point as may be clearly marked by a sign or line, or if a point is not so marked, then at a place between the said "Stop" sign and the nearer line of the street intersection. ~~[In the case of a line of two or more vehicles approaching such "Stop" sign, the drivers of the second and third vehicles in line in any group shall not be required to stop more than once before proceeding through the intersection.]~~ This section shall not apply when the traffic is otherwise directed by an officer or by a lawful traffic regulating sign, signal or device.

**Option #2:** Every driver of a vehicle, or other conveyance, approaching an intersection of ways where there exists facing him an official sign, bearing the word "Stop" and authorized by this section, said sign having apart from this regulation, the written approval of the Department of Public Works, Commonwealth of Massachusetts, and such approval being in effect, shall before proceeding through the intersection, bring such vehicle, or other conveyance, to a complete stop at such point as may be clearly marked by a sign or line, or if a point is not so marked, then **before entering the crosswalk on the near side of the intersection, or, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering it. After having stopped, the driver shall yield the right of way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time when such driver is moving across or within the intersection or junction of roadways.** ~~[at a place between the said "Stop" sign and the nearer line of the street intersection. In the case of a line of two or more vehicles approaching such "Stop" sign, the drivers of the second and third vehicles in line in any group shall not be required to stop more than once before proceeding through the intersection.]~~ This section shall not apply when the traffic is otherwise directed by an officer or by a lawful traffic regulating sign, signal or device.

**Pick one option from list below**

- Revise as suggested in Option #1.
- Revise as suggested in Option #2.
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 360-005

[Chapter 360 Traffic Regulations](#)  
[Article VI Responsibility, Penalties and Repeals](#)  
[§ 360-12 Penalties.](#)

***Code Content:***

*[\[§ 360-12\]](#) Any person convicted of a violation of any rule, regulation or order made hereunder; except as otherwise provided, shall be punished by a **fine not exceeding \$20** for each offense.*

Is the \$20 penalty for violations still current?

**Pick one option from list below**

- Change penalty to \$\_\_\_\_\_.
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 380-001

[Chapter 380 Water Department Regulations](#)

**Code Content:**

[\[Ch 380\]](#) *The following regulations shall be considered a part of the contract with every person who receives the water and every such person by receiving the water shall be considered to express their assent to be bound thereby. **Whenever the building or place of such violation,** although two or more parties may receive the Water through the same pipe, water shall not be turned on again, except by order of the Board of Water Commissioners.*

In the above-highlighted phrase, is "Whenever" the correct term or should it be changed to "**Whatever** the building or place of such violation . . ."?

**Pick one option from list below**

Revise as suggested.

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question 380-002

[Chapter 380 Water Department Regulations](#)

**Fees.** The Town should review the fees in the following sections to determine whether they are current. If the charges are set by the Water Department or Board of Selectmen, the Town may wish to remove the fee amounts and replace them with "*as set from time to time by the Water Department (or Board of Selectmen).*"

See the fees in [§ 380-15](#), [§ 380-20](#), [§ 380-26](#), [§ 380-30B](#), [§ 380-34B](#), [§ 380-42](#) (Note that [§ 380-46](#) also includes a hydrant fee that differs from the hydrant fee in this § 380-42) and [Article VI](#).

**Pick one option from list below**

- Remove fees and change to "as set from time to time by the . . .

**Pick one option from list below**

- Water Department

- Board of Selectmen

- Other:

- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 380-003

[Chapter 380 Water Department Regulations](#)

**Attachment 1: Application for New Water Service.** Attachment 1 to this chapter includes the Application for New Water Service. If the Town maintains this form in its offices, is it necessary to also include the form in the Code?

**Pick one option from list below**

- Retain form in Code.
- Remove form from Code.
- Revise as follows:

- Defer decision until after Code publication.

Question 380-004

[Chapter 380 Water Department Regulations](#)

**Code Content:**

[Art. II Meters § 380-8 All services must be metered.](#)

[\[§ 380-8C\]](#) Meters larger than one inch will be tested by the owner and results shall be submitted to the Water Department annually. If the meter is incorrect it shall be replaced or repaired within 30 days at the owners' expense. The Water Department will be notified to inspect replacement and record serial numbers.

[Art. IV Abatements § 380-34 Special provisions.](#)

[\[§ 380-34B\]](#) Meters over one inch, which are the property of the owner. These meters shall be checked annually in order to insure fair billing. Since these large meters are owned by the property owner, they can be privately checked, with Water Department coordination, and the results should be submitted to the Water Department for appropriate adjustment. The Water Department, may of course, at the discretion of the Water Commissioners, perform tests on the large water meters if they feel it is necessary. All costs shall be assessed to the owner of the device.

The subsections above both address testing of meters larger than one inch, which are owned by the property owner rather than the Town. Section 380-8C says that the testing results shall be submitted to the Water Department, while § 380-34B says that the testing results should be submitted to the Water Department.

Is this reporting mandatory (§ 380-8) or just recommended (§ 380-34)?

**Pick one option from list below**

- Reporting is mandatory; revise § 380-34B to change "should be submitted" to "**shall** be submitted."
- Reporting is recommended; revise § 380-8C to change "shall be submitted" to "**should** be submitted."
- Revise as follows:

- Do not revise.
- Defer decision until after Code publication.

Question 395-001

[Chapter 395 Zoning Board of Appeals Rules](#)

Is there an adoption date that should be included for these regulations?

**Pick one option from list below**

Regulations were adopted on the following date: \_\_\_\_\_

Revise as follows:

Do not include adoption date.

Defer decision until after Code publication.

Question 395-002

[Chapter 395 Zoning Board of Appeals Rules](#)

**Attachment forms.** Attachment 1, 2 and 3 to this chapter includes forms relevant to Zoning Board of Appeals actions. If the Town maintains these forms in its offices, is it necessary to also include the forms in the Code?

**Pick one option from list below**

Retain forms in Code.

Remove forms from Code.

Revise as follows:

Defer decision until after Code publication.



Question 395-003

[Chapter 395 Zoning Board of Appeals Rules](#)  
[§ 395-2 Function I: Appeals.](#)

**Code Content:**

[\[§ 395-2D\]](#) *Within 65 days from date of filing an appeal application or petition with the Town Clerk, the Board must make its decision. Appeal can be made in accord with **Section 21, Chapter 40A, of Massachusetts General Laws.***

The above-highlighted citation appears to be incorrect and should probably be changed to MGL c. 40A, **§ 17**, Judicial review.

**Pick one option from list below**

Revise as suggested.

Revise as follows:

Do not revise.

Defer decision until after Code publication.

Question A400-001

[Chapter A400 General Law Acceptances](#)

This chapter lists General Laws accepted at Town Meeting and other relevant votes of the Town.

**Town Comments (if any):**

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Question A400-002

[Chapter A400 General Law Acceptances](#)

The first “Town Bylaws” document that we received for this project included the following acceptance, which was not included in the second document submitted in August 2019. Was the exclusion intentional or should the following be included in the list of acceptances in this Chapter A400?

*February 8, 1936 – Article 30 Voted to accept the provisions of Sections 126 and 127, Chapter 111 of the General Laws regarding Public Health nuisances created by privy vaults and house drainage on streets or roads where common sewers are maintained.*

**Pick one option from list below**

- Include above acceptance in this chapter.
- Do not revise.
- Defer decision until after Code publication.

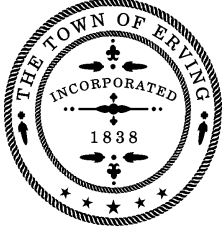
Question A401-001

[Chapter A401 Special Acts](#)

This chapter includes the text of State Special Acts applicable to the Town of Erving. In order to get the material into our automated publication software we had to assign section numbers to the material. Those numbers are for organizational purposes only and do not affect the content of the Special Acts.

**Town Comments (if any):**

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# 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](mailto:administrator@erving-ma.gov)

Jacob A. Smith, Chair  
Scott Bastarache  
William A. Bembury  
*Select Board*

Bryan Smith  
*Town Administrator*

August 14, 2022

To: Select Board  
From: Bryan Smith, Town Administrator  
CC: Glenn McCrory, Highway Superintendent  
Richard Newton, Town Clerk

RE: Proposed Bylaw Revisions Regarding the Cemetery Commission

I am following up on your conversation about the Cemetery Commission from the bylaw conversation on August 1, 2022. The last time I discussed this matter with the Board was in March of 2021. After discussing the matter with Town Counsel, I had proposed 2 potential bylaw amendment articles for that year's annual Town Meeting:

**Bylaw Article \_\_\_: To Rescind Article 25 of Special Town Meeting on February 09, 1949.**

To see if the Town will vote to rescind Article 25 of Special Town Meeting on February 09, 1949, or take any other action relative there to:

[At the 2-9-1949 ATM, by Art. 25, the Town voted that the Moderator appoint three members to serve as Cemetery Commissioners in conjunction with the Town Treasurer to handle the affairs connected with cemeteries.

**Bylaw Article: Cemetery Commission: Membership and Duties.**

To see if the Town will vote to adopt a General Bylaw entitled "Cemetery Commission" or take any other action relative there to:

### **Cemetery Commission**

#### **1. Membership & Terms**

In accordance with Massachusetts General Law Chapter 114 Section 27, there shall be a three (3) member Cemetery Commission, appointed by the Select Board. The Select Board may vote to serve as the Cemetery Commission. The members of the Cemetery Commission will serve for three (3) year terms, staggered.

#### **2. Duties**

- A. The Cemetery Commission's responsibilities shall include, but shall not be limited to, the operation of the Town of Erving cemeteries, to appoint staff for the care of the Cemetery, divide unsold lots, and to issue deeds for the right of burial.
- B. The Cemetery Commissioners shall be authorized to establish rules and regulations and to determine fees, as may be amended from time to time.



# TOWN OF ERVING

ADM-020

12 Main Street  
Erving, Massachusetts 01344  
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Email: administrator@erving-ma.gov

## Policy

# Criminal & Sexual Offender Records Information Policy

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
*Select Board Chair, Jacob A. Smith*

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### **.01 Issue Date / Effective Date**

This policy is issued and effective on

This policy supersedes the Town of Erving CORI Policy issued on April 14, 2011, revised on May 15, 2012, and July 21, 2015.

### **.02 Criminal Offender Record Information (CORI)**

The Criminal Offender Record Information (CORI) system is administered by the Massachusetts Criminal History Systems Board (Board). The Board adopts general grants for organizations when a number of applicants fit squarely into specific categories that are appropriate to receive CORI. General grants include, but are not limited to, those applicants for positions that have unmonitored access to children, the disabled, or the elderly. In addition, Erving can apply to the Board for CORI authorization for any position it deems appropriate. Erving will only request CORI information after a conditional offer is made to a candidate.

### **.03 Sexual Offender Registry Information (SORI)**

The Sexual Offender Registry Board administers the Massachusetts Sexual Offender Registry. The Board keeps a database of convicted sex offenders and classifies each offender so that the public may receive

information about dangerous sex offenders who live or work in each community. Erving will only request SORI information after a conditional offer is made to a candidate.

#### **.04 CORI Policy**

---

This policy is applicable to the criminal history screening of prospective and current employees, subcontractors, vendors, volunteers and interns, professional licensing applicants, rental or leased housing applicants, and state, county, and municipal employees and applicants as those terms are defined in M.G.L. c. 268, § 1.

Where Criminal Offender Record Information (CORI) and other criminal history checks may be part of a general background check for employment, volunteer work, licensing purposes, or the rental or leasing of housing, the following practices and procedures will be followed.

#### **.05 Conducting CORI Screening**

---

CORI checks will only be conducted as authorized by the DCJIS and MGL c. 6, §. 172, and only after a CORI Acknowledgement Form has been completed. If a requestor is screening for the rental or leasing of housing, a CORI Acknowledgement Form shall be completed for each and every subsequent CORI check.

A CORI acknowledgement form shall be completed on an annual basis for checks submitted for any other purpose, provided, however, that the requestor has adopted the language from the DCJIS CORI Acknowledgment Form that notifies individuals that their CORI may be requested at any time within the one year that the acknowledgment form is valid. If the requestor has not adopted the DCJIS CORI acknowledgment form language, then it must ensure that an acknowledgment form is completed for each and every subsequent CORI check.

#### **.06 Access to CORI**

---

All CORI obtained from the DCJIS is confidential, and access to the information must be limited to those individuals who have a “need to know”. This may include, but not be limited to, hiring managers, staff submitting the CORI requests, and staff charged with processing job applications. (Requestor Organization Name) must maintain and keep a current list of each individual authorized to have access to, or view, CORI. This list must be updated every six (6) months and is subject to inspection upon request by the DCJIS at any time.

#### **.07 CORI Training**

---

An informed review of a criminal record requires training. Accordingly, all personnel authorized to review or access CORI at (Requestor Organization Name) will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS. Additionally, if (Requestor Organization Name) is an agency required by MGL c. 6, s. 171A, to maintain a CORI Policy, all personnel authorized to conduct criminal history background checks and/or to review CORI information will review, and will be thoroughly familiar with, the CORI Policy.

#### **.08 Use of CORI in Background Screening**

---

CORI used for employment purposes shall only be accessed for applicants who are otherwise qualified for the position for which they have applied.

Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on background checks will be made consistent with this policy and any applicable law or regulations.

### **.09 Verifying A Subject's Identity**

---

If a criminal record is received from the DCJIS, the information is to be closely compared with the information on the CORI Acknowledgement Form and any other identifying information provided by the applicant to ensure the record belongs to the applicant. If the information in the CORI record provided does not exactly match the identification information provided by the applicant, a determination is to be made by an individual authorized to make such determinations based on a comparison of the CORI record and documents provided by the applicant.

### **.10 Question a Subject About Their Criminal History**

---

In connection with any decision regarding employment, volunteer opportunities, housing, or professional licensing, the subject shall be provided with a copy of the criminal history record, whether obtained from the DCJIS or from any other source, prior to questioning the subject about it. The source(s) of the criminal history record is also to be disclosed to the subject.

### **.11 Determining Suitability**

---

If a determination is made, based on the information as provided in section V of this policy, that the criminal record belongs to the subject, and the subject does not dispute the record's accuracy, then the determination of suitability for the position or license will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but are not limited to, the following:

- a) Relevance of the record to the position sought;
- b) The nature of the work to be performed;
- c) Time since the conviction;
- d) Age of the candidate at the time of the offense;
- e) Seriousness and specific circumstances of the offense;
- f) The number of offenses;
- g) Whether the applicant has pending charges;
- h) Any relevant evidence of rehabilitation or lack thereof; and
- i) Any other relevant information, including information submitted by the candidate or requested by the organization.

The applicant is to be notified of the decision and the basis for it in a timely manner.

### **.12 Adverse Decisions Based on CORI**

---

If an authorized official is inclined to make an adverse decision based on the results of a criminal history background check, the applicant will be notified in accordance with DCJIS regulations 803 CMR 2.18, 2.19, 5.14, 11.12. The subject shall be provided with a copy of the organization's CORI policy and a copy of the criminal history (unless a copy was provided previously). The source(s) of the criminal history will also be revealed. The subject will then be provided with an opportunity to dispute the accuracy of the CORI record. Subjects shall also be provided a copy of DCJIS' Information Concerning the Process for Correcting a Criminal Record.

### **.13 Secondary Dissemination Logs**

---

All CORI obtained from the DCJIS is confidential and can only be disseminated as authorized by law and regulation. A central secondary dissemination log shall be used to record any dissemination of CORI outside this organization, including dissemination at the request of the subject.



# TOWN OF ERVING

ADM-110

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## Policy

# Drug & Alcohol-Free Workplace Policy

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
*Select Board Chair, Jacob A. Smith*

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### **.01 Issue Date / Effective Date**

This policy is issued and effective on \_\_\_\_\_

This policy supersedes the Drug Free Workplace Policy issued on February 13, 2017, which replaced the Town of Erving Drug Free Workplace Policy and Town of Erving Drug Free Workplace Policy Statement previously issued on November 23, 2015.

### **.02 Purpose**

This Policy outlines prohibited conduct with respect to controlled substances, marijuana, and alcohol. This Policy is intended to comply with the Town of Erving’s obligations under the Federal Drug-Free Workplace Act, 41 U.S.C. § 8101, et seq.

### **.03 Application**

This Policy applies to all employees of the Town of Erving. Employees whose employment is governed by a collective bargaining agreement are subject only to those provisions of this Policy that are not in conflict with any specific provisions contained within such collective bargaining agreements.

### **.04 Policy**

It is the Policy of Erving to provide employees with a working environment that is free of the problems associated with the use and abuse of alcohol, marijuana, and controlled substances. The use of alcohol, marijuana, or controlled substances is inconsistent with the behavior expected of employees and subjects Erving to unacceptable risk of workplace accidents or other failures that would undermine Erving’s ability to operate effectively and efficiently. Although certain uses of marijuana have been legalized in the Commonwealth of Massachusetts, this policy and the following procedures expressly apply to marijuana use.

**.05 Procedures**

---

- A. The following is prohibited:
  - I. Off-Duty: Any use, sale, possession, distribution, dispensation, manufacture, or transfer of controlled substances or marijuana, except, in the case of marijuana, where authorized by Massachusetts law.
  - II. On Duty: Any consumption of controlled substances, marijuana (with or without prescription) or alcohol, whether on or off Erving's property, or at any other worksite where employees may be assigned, or elsewhere during work hours.
  - III. The use of controlled substances or marijuana (with or without a prescription), or any use of alcohol on non-working time, to the extent that such use:
    - i. impairs an employee's ability to perform the employee's job;
    - ii. adversely impacts the safety of the employee or others;
    - iii. or affects the reputation of Erving to the general public or otherwise threatens its integrity.
- B. Employees who are convicted of substance-related violations under state or federal law in the workplace, including alcohol or marijuana related violations, or who plead guilty or nolo contendere to such charges, must inform their department head or appointing authority within five (5) days of such conviction or plea. Department heads or appointing authorities shall then immediately notify the chief executive and administrative officer.
- C. Employees who are convicted or who plead guilty or nolo contendere to such drug-related violations, or who are found to have consumed or be impaired by controlled substances, marijuana or alcohol while on-duty, may be disciplined, up to and including termination from their employment with the Town of Erving; and, if not so disciplined up to and including terminated from employment, may be required to successfully complete a substance abuse or similar program as a condition of continued employment or re-employment with Erving.
- D. All employees must sign a statement acknowledging that they have been informed of the rules and requirements of the Drug-Free Workplace Act.



**Acknowledgment of Receipt of the Drug & Alcohol-Free Workplace Policy**

I acknowledge receipt of this *Drug & Alcohol-Free Workplace Policy* from the Town and I have read its contents.

\_\_\_\_\_  
Employee's Name (Please Print)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

***This signed Acknowledgement is to be returned to the Town Administrator's Office within five (5) business days after receipt of this Policy.***

DRAFT



# TOWN OF ERVING

ADM-202

12 Main Street  
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## Policy

## Retirement Plan Participation & Insurance Policy

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
*Select Board Chair, Jacob A. Smith*

### Table of Contents

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### **.01 Issue Date / Effective Date**

This policy is issued and effective on \_\_\_\_\_

### **.02 Retirement Plan Participation**

Subject to the rules and regulations promulgated by the Town of Erving and the Massachusetts General Laws, all employees working at least twenty (20) hours per week are required to participate in the Franklin Regional Retirement System or the Massachusetts Teacher’s Retirement System, in lieu of the Social Security System. Employees hired on or after July 1, 1996, have nine percent (9%) of their regular compensation deducted from retirement. In addition, employees hired after January 1, 1979, will have two per cent (2%) withheld from regular compensation in excess of thirty thousand dollars (\$30,000) (as prorated for biweekly payroll).

### **.03 Initiating Retirement from the Town**

Each employee must initiate the normal retirement procedure by making a written request to the appropriate Retirement Board. For additional information and procedures, contact the Franklin Regional Retirement System, the Massachusetts Teacher’s Retirement System, or the Town Treasurer.

### **.04 Eligibility for Retiree Insurance**

The retirement system and pensions, as provided under MGL, Chapter 32, shall be applicable to all benefitted Town employees. For a retiree or surviving spouse of a retiree to qualify for participation in the Town’s group insurance, the following conditions must be met:

1. The employee must qualify for Franklin Regional Retirement or Massachusetts Teacher's Retirement; and
2. The employee must retire from the Town of Erving, having been eligible for Health Insurance as an employee.

## **.05 Retiree Insurance**

---

The Town will be responsible for a health insurance contribution determined by the Select Board annually (currently 77% of the cost) of an individual or family health plan under the Town's group insurance coverage. MGL Chapter 32B Section 9A ½ will pertain to retiree health benefits.

When the retired employee and/or spouse reach the age of sixty-five (65), they must switch to the Retiree Plan offered under the Group Insurance Plan.

The Town will be responsible for a life insurance contribution determined by the Select Board annually (currently 50% of the cost) of a retired employee's group life insurance they are receiving at the time of their retirement, with no time lapse. Life insurance will be terminated if not collecting a pension check.

The Town will not pay for dental insurance for retirees. It will be available to the retired employee, solely at their cost, as long as the Town offers Group Dental Insurance.

The Town will notify the retired employee/spouse in writing by first class mail of any changes in benefits or premiums. The Select Board reserves the right to modify contribution levels.

The retired employee will be responsible for paying their premiums prior to the first (1st) day of the month for which they will be covered. If the retired employee's premiums are in arrears of more than thirty (30) days, the Town will notify the retired employee by certified first class mail that their insurance will be terminated for non-payment.

The Town may terminate insurance coverage for a retired employee ten (10) days from the date of notice above. Termination will be effective from the last date coverage was paid for by the retired employee.

Upon death of retiree, the survivor can continue group health insurance coverage through the Town at 50 (fifty) % their expense and 50 (fifty) % paid by the Town, subject to the terms above unless rescinded by Town Meeting vote.

If a retiring employee chooses not to participate in the health insurance program available to them at the time of retirement, they may be eligible to enroll under the Town's group carrier in the future if they can satisfactorily demonstrate that they have had continuous group coverage through another provider until the time of their request of the Town. The retired employee shall give the Town sixty (60) days' notice before their desired start date for coverage.



# TOWN OF ERVING

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ADM-201

Policy

## Consolidated Omnibus Budget Reconciliation Act (COBRA) Policy

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
*Select Board Chair, Jacob A. Smith*

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### **.01 Issue Date / Effective Date**

This policy is issued and effective on \_\_\_\_\_

### **.02 Application**

The Town will comply with the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, as Amended (Public Law 99-272) Title X, Section 10002; 100 Stat 227; 29 U.S.C. 1161-1168, which requires employer-sponsored group medical plans to offer covered employees, their spouses, former spouses, and dependent children to elect to have their current medical coverage continued (continuation coverage) at the employee and dependents' expense, at group rates, following a qualifying loss of coverage. COBRA requires that continuation coverage extend from the date of the qualifying event for a limited period of 18 or 36 months. The length of time depends on the type of qualifying event that gives rise to the COBRA rights.

Employees should notify the Treasurer's Office as soon as possible of any qualifying event that would affect the employee's insurance coverage (i.e., divorce, dependent child reaching maximum age for coverage under the parent's plan, change in individual or family coverage, planned retirement, or termination).

### **.03 Notice of Group Health Continuation Coverage Under COBRA**

In 1986, a Federal law was enacted (Public Law 99-272, Title X), known as COBRA, requiring that most employers sponsoring group health plans offer participating employees and their families the opportunity

for a temporary extension of health coverage (called “Continuation Coverage”) at group rates in certain instances where coverage under the employer’s plan would otherwise end.

This notice is intended to inform covered employees, in summary fashion, of their rights and obligations under the Continuation Coverage provisions of COBRA, as amended. Both covered employees and their covered dependents should take the time to read this notice carefully.

#### **.04 Events Giving Rise to Continuation Coverage Option**

---

##### **A. Covered Employees**

Employees of the Town who are covered by the Town’s Employee Benefits Plan (“the Benefits Plan”) have the right to purchase this Continuation Coverage when they lose their group health coverage for either of the following Qualifying Events:

1. A reduction in work hours of employment below the Benefits Plan eligibility threshold: (20 hours per week or .5 FTE teacher); or
2. The termination of the employee’s employment, unless their employment is terminated because of gross misconduct on the employee’s part.

##### **B. Spouses of Covered Employees**

If an individual is currently covered under the Benefits Plan as the spouse of an employee covered by the Benefits Plan, that individual shall have the right to purchase Continuation Coverage for himself/herself/themselves when he/she/they lose group health coverage under the Benefits Plan for any of the following Qualifying Events:

1. The death of their spouse;
2. A termination of their spouse’s employment unless termination is due to gross misconduct;
3. A reduction in their spouse’s hours of employment with the Town below the Benefits Plan eligibility threshold;
4. Divorce or legal separation from their spouse; or
5. Their spouse becomes entitled to Medicare.

##### **C. Dependent Children of Covered Employees**

If a covered employee has a dependent child who is currently covered by the Benefits Plan, they have the right to purchase Continuation Coverage if group health coverage is lost under the Benefits Plan for any of the following Qualifying Events:

1. The death of the employee;
2. A termination of the employee’s employment unless termination is due to gross misconduct;
3. A reduction in the employee’s hours of employment with the Town below the Benefits Plan eligibility threshold;
4. The employee’s divorce or legal separation;
5. The employee becomes entitled to Medicare; or
6. The dependent ceases to be a “dependent child” under the Benefits Plan. (Effective July 1, 2012, adult children up to age 26 are eligible for enrollment on their parent’s health insurance through the Town, regardless of another offer of insurance. Children are covered through the end of the month in which they turn age 26.)

A child who is born to or placed for adoption with the covered employee during a period of COBRA coverage will be eligible to become a qualified beneficiary. In accordance with the terms of the Town’s Employee Benefits Plan and the requirements of federal law, these qualified beneficiaries can be added to COBRA coverage upon proper notification to the Plan Coordinator of the birth or adoption.

## **.05 Period of Continuation Coverage**

---

### **1. General Rules**

COBRA requires that covered individuals be afforded the opportunity to purchase Continuation Coverage for up to 18 months if either of the following Qualifying Events occur;

1. Termination of the covered employee's employment, unless termination is due to gross misconduct; or
2. A reduction in the covered employee's hours of employment below the Benefits Plan eligibility threshold.

If an individual is eligible to purchase Continuation Coverage due to one of these qualifying events, the individual must do so at the time the event occurs.

COBRA requires that covered individuals be afforded the opportunity to purchase Continuation Coverage for up to 36 months if any of the following Qualifying Events occur;

1. The death of the covered employee;
2. Divorce or legal separation from the covered employee;
3. The covered employee becomes entitled to Medicare; and
4. A child ceases to be a dependent under the Benefits Plan.

If an individual is eligible to purchase Continuation Coverage due to one of these qualifying events, the individual must do so at the time the event occurs.

### **2. Special Rule for Multiple Qualifying Events other than Entitlement to Medicare**

If, during an 18-month period of Continuation Coverage, a covered individual experiences an event giving rise to 36 months of Continuation Coverage, the individual may elect to extend their Continuation Coverage to 36 months beginning on the date the original 18-month period began. (Special rules involving entitlement to Medicare are discussed below.) By way of example, an employee quits his job (18-month coverage) and dies shortly thereafter (36-month coverage). The surviving spouse and dependents are eligible to receive coverage for a maximum of 36 months commencing on the date the employee quit his job provided they were eligible for Continuation Coverage at the time of the covered employee's death. In no event will Continuation Coverage last beyond 36 months from the date of the first Qualifying Event.

If a covered individual believes they are entitled to extended coverage under this rule, the individual should contact the Plan Coordinator at the address set forth at the end of this notice. Failure to contact the Plan Coordinator may lead to premature termination of Continuation Coverage.

### **3. Special Rule for Spouses and Dependent Children Upon Covered Employee's Entitlement to Medicare**

COBRA requires that if a covered employee becomes entitled to Medicare (regardless of whether such Qualifying Event causes a loss of coverage under the Benefits Plan), the period of Coverage for the spouse of such covered employee or the dependent child of such covered employee shall not terminate before the end of the 36-month period following the earlier of the date of the first Qualifying Event or the date the covered employee becomes entitled to Medicare. Entitled to Medicare means the covered employee is eligible to receive and signs up for Medicare insurance. The maximum aggregate period of Continuation Coverage for any or all Qualifying Events, including Medicare entitlement, is 36 months. For example, assume a covered employee becomes entitled to Medicare on January 1, 1999 (which event does not cause a loss of coverage), and subsequently loses coverage due to termination of employment on September 1, 1999. By applying the special Medicare rule, a "lookback" to the date of Medicare entitlement would entitle the employee's covered dependents to 36 months of Continuation Coverage (i.e., from January 1, 1999 to December 31, 2002). Under these circumstances, an employee's covered

dependents are entitled to the longer period of Continuation Coverage (36 months) beginning on the date of Medicare entitlement, instead of only 18 months of coverage from the date of the employee's termination (which coverage would have expired on February 29, 2001).

This coverage is available only to the spouse and dependent children of covered employees and only if such individuals themselves are covered under the Benefits Plan at the time the covered employee becomes entitled to Medicare.

To ensure that a covered individual received this coverage, the individual must notify the Plan Coordinator at the time the covered employee becomes entitled to Medicare. Failure to notify the Plan Coordinator of the covered employee's entitlement may lead to premature termination of Continuation Coverage.

#### **4. Special Rule for Disabled Qualified Beneficiaries**

If the covered employee, the spouse of a covered employee, or the dependent child of a covered employee is determined by the Social Security Administration to be disabled (for Social Security disability purposes) at any time during the first 60 days of COBRA coverage, the disabled individual, if then covered under the Benefits Plan, is eligible for extended Continuation Coverage beyond the normal period of 18 months. Under this special rule, qualifying disabled individuals may extend Continuation Coverage for up to 29 months from the time they are first eligible to elect Continuation Coverage due to a termination or reduction in hours of employment.

In order to be entitled to this extended coverage, the disabled person (or any other qualified beneficiary) must provide the following notices to the Plan Coordinator:

1. A copy of the Social Security Administration determination of his or her disability within the earlier of 60 days after the Administration makes a disability determination, or the last day of the initial 18-month period of Continuation Coverage, and
2. Such individual must notify the Plan Coordinator within 30 days of the date the Social Security Administration makes a final determination that he or she is no longer disabled.

#### **.06 Termination of Continuation of Coverage**

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- A. COBRA also provides that Continuation Coverage will end for any of the following reasons:
1. The Employer no longer provides group health coverage to any of its employees (special rules may apply if a health plan is terminated or coverage is reduced on account of bankruptcy proceedings);
  2. The covered individual fails to pay the premium for their Continuation Coverage on time;
  3. The covered individual becomes covered under another group health plan as an employee, spouse or dependent, after the date the individual elects COBRA coverage so long as the new group health plan does not exclude or limit coverage for a pre-existing condition for which the individual was covered under the Benefits Plan;
  4. The covered individual becomes entitled to Medicare after the date the individual elects COBRA coverage; or
  5. The covered individual ends their legal separation from a covered employee and once again becomes covered under the Benefits Plan as a spouse.

In addition, if an individual's Continuation Coverage was extended to 29 months due to their disability, their extended coverage will end with the month that begins more than 30 days after a final determination under the Social Security Administration that the individual is no longer disabled even if the total period

of coverage is less than 29 months. In no event, however, will the period of coverage be less than 18 months unless one of the above events occurs.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) restricts the extent to which group health plans may impose pre-existing condition limitations. These rules are generally effective for plan years beginning after June 30, 1997. HIPAA coordinates COBRA's other coverage cut-off rule with these new limits as follows.

If an individual becomes covered by another group health plan and that plan contains a pre-existing condition limitation that affects the individual, their COBRA coverage cannot be terminated. However, if the other plan's pre-existing condition rules do not apply to the individual by reason of HIPAA's restrictions on preexisting condition clauses, the Benefits Plan may terminate the individual's COBRA coverage.

Under the law, individuals do not have to show that they are insurable to purchase Continuation Coverage. However, Continuation Coverage under COBRA is provided subject to their eligibility for coverage; the Employer reserves the right to terminate an individual's COBRA coverage retroactively if they are determined to be ineligible.

Covered individuals must pay the full premium for their Continuation Coverage, plus an additional 2% for an administrative fee.

COBRA also provides that, at the end of the Continuation Coverage period, individuals must be allowed to enroll in an individual conversion health plan, if any, provided under the Benefits Plan. If a covered individual elects to convert their coverage to an individual conversion plan, they must notify the Plan Coordinator within the 180-day period ending on the date their Continuation Coverage under the Benefits Plan will expire.

## **.07 Notice Procedures**

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### **1. Notice to be Provided by Employee or Family Member**

Under COBRA, the employee or a family member has the responsibility to inform the Town's Employee Benefits Plan Coordinator of a divorce, legal separation, or a child losing covered dependent status under the Plan within 60 days of the event. The address for the Plan Coordinator is set forth below. You must inform the Plan Coordinator as soon as possible after one of these events has occurred. You must also notify the Plan Coordinator in accordance with the special rules regarding disability determination, if applicable. If you fail to inform the Plan Coordinator within 60 days after one of these events has occurred, you will lose your right to purchase Continuation Coverage under the Benefits Plan.

In addition, there are also special rules for Continuation Coverage which apply when the covered employee become entitled to Medicare as determined by the Social Security Administration. The Medicare rules are described in more detail above. To ensure that you receive the maximum amount of coverage in the event the covered employee becomes entitled to Medicare, you should notify the Plan Coordinator as soon as possible after such Medicare entitlement occurs.

### **2. Notice to be Provided by Employer**

The Town has the responsibility to notify the Plan Coordinator of an employee's death, termination of employment or reduction in hours worked below the Benefits Plan eligibility threshold, or Medicare entitlement. Please note that for purposes of this notice, the Town and the Plan Coordinator are the same.



### **3. Notice to be Provided by Plan Coordinator**

When the Plan Coordinator is notified of a divorce, legal separation, child losing dependent status, employee's death, termination of employment, reduction in hours worked, or Medicare entitlement, the Plan Coordinator will in turn notify you that you have the right to purchase Continuation Coverage.

### **4. Election Period and Premium Payment**

Under the law, covered individuals have 60 days from the date which is the later of (i) the date they have been provided with this Notice, or (ii) the date they would lose coverage because of one of the events described above, to inform the Plan Coordinator that they want Continuation Coverage. Covered individuals must inform the Plan Coordinator by completing the Election Form and sending it to the Plan Coordinator no later than the end of the 60-day period described in the previous sentence.

The Continuation Coverage is optional. However, if covered individuals do not elect Continuation Coverage, their group health coverage under the Benefits Plan will end.

If covered individuals elect Continuation Coverage, the Town is required to allow them to purchase coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members.

Covered individuals must pay all premiums for coverage due retroactive to the day they lost coverage under the Benefits Plan no later than the forty-sixth (46th) day following their initial election to purchase Continuation Coverage. For each premium payment thereafter, payment is due on the first of the month for which the premium applies (for example, the premium for the month of June is due June 1). If a covered individual does not pay their premium on or before the first of each month, a grace period of 30 days will be allowed for payment of any delinquent premium. A failure to pay premiums before the expiration of the grace period will result in a loss of coverage.

### **.08 Certification Procedures**

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The Benefits Plan provides Creditable Coverage Certifications to Plan participants in accordance with the Health Insurance Portability and Accountability Act of 1996. The certification, provided at the beginning and end of an individual's COBRA coverage and again within 24 months if the covered individual requests it, will specify the period of time for which the individual was covered under the Town's group health plan and under COBRA. This certification may be used to reduce or eliminate a pre-existing condition waiting period if the covered individual becomes covered under a new group health plan within 63 days of the date your coverage ends under the Town's Employee Benefits Plan.

### **.09 Plan Coordinator**

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The requirements of COBRA are complicated. Any questions about the matters discussed in this Notice should be addressed to the Treasurer's Office, 12 East Main Street, Erving, MA 01344 or by email to [treasurer@erving-ma.gov](mailto:treasurer@erving-ma.gov).

Finally, to ensure receipt of all of the important information concerning your Continuation Coverage, covered individuals should notify the Plan Coordinator in writing at the above address as soon as possible upon the occurrence of any of the following events:

1. The covered employee and their spouse legally separate or divorce.
2. The covered employee or their spouse change addresses.

3. The covered employee's child ceases to be an eligible dependent under the Benefits Plan.
4. The covered employee becomes entitled to Medicare.
5. The employee is covered by the Benefits Plan and the Social Security Administration determines that they are disabled, as well as a subsequent determination by the Social Security Administration that they are no longer disabled, if applicable.

DRAFT



# TOWN OF ERVING

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

ADM-021

Policy

## Health Insurance Portability & Accountability Act (HIPAA) Policy

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
*Select Board Chair, Jacob A. Smith*

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### **.01 Issue Date / Effective Date**

This policy is issued and effective on \_\_\_\_\_

### **.02 Purpose**

The Town will comply with the Privacy Regulations of the federal Health Insurance Portability and Accountability Act (HIPAA) of 1996. The Town shall limit the use of and access to Protected Health Information which is held by the Town or its lawful agents. Protected Health Information is any written, oral or electronic form of information relating to a person's past, present or future health condition, delivery or payment of health services that identifies an individual or where there is a reasonable basis to believe the information could be used to identify an individual. Administrative, technical and physical safeguards established to limit use and access to protected health information are stated as an integral part of this policy, established as part of daily operating procedures and will be maintained by all responsible staff and representatives of lawful agents and business associates of the Town.

### **.03 Application**

#### **A. Responsibility of Privacy Contact**

To assure this commitment to compliance the Select Board designates the Town Administrator and the Town Treasurer as the Privacy Contacts who shall have the responsibility:

1. To ensure that the Town Administrator is kept informed of all changes, updates, requirements, responsibilities, claims, etc. concerning the HIPAA privacy regulations;
2. To ensure that documentation of the Town's efforts to comply with HIPAA privacy regulations is maintained;
3. To ensure that the Town's group health plan subscribers are sent privacy notices and new enrollees receive said notices;
4. To ensure that any protected health information disclosures are tracked;
5. To ensure that authorizations for disclosure and use of protected health information are properly processed;
6. To resolve complaints from participants about possible privacy violations;
7. To ensure that appropriate Town liaisons are maintained with the group health insurance program third-party Coordinator, relevant business associates, and health insurance carriers, communicating the Town's commitment and securing the commitment of these entities to the privacy and security of protected health information;
8. To ensure that all required authorizations, agreements, etc. relative to the protected health information of group health insurance program participants are maintained; and
9. To monitor the Town's compliance with HIPAA privacy regulations on a regular basis.

#### **.04 Access to Employee Protect Health Information**

Only those Town officials with a legitimate business purpose and bona fide need to know may be given access to protected health information in order to legally perform the position duties and administer the program.

#### **.05 Use of Employee Protected Health Information**

As an employer, the Town may use protected health information in its possession without specific authorization from the employee for treatment, payment, quality assessment, medical review and auditing, studies to improve the group's health care quality or reduce health care costs, compiling civil/criminal proceedings, and any other use required by law for public health, communicable disease, abuse or neglect, or food and drug administration purposes.

#### **.06 Information Not Protected**

Information which is normally maintained in the employment record which is not classified as protected health information includes all forms, responses, inquiries and data relative to the Family Medical Leave Act, drug screenings, fitness for duty, workers' compensation, disability, life insurance, the Occupational Safety and Health Act and sick leave.

#### **.07 Release of Protected Health Information**

Protected employee health information may be released for other purposes only by the employee's authorization. The use and/or disclosure of protected health information is limited to the specific information for the specific purpose, to and from the specific individual and/or entity for a specific time period as delineated by the employee's authorization. Group health insurance program participants are allowed to review their protected health information that is held by the Town and to correct errors.

## **.08 Maintaining Protected Health Information**

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The Town separates protected health information from the employment record and retains such information in a locked file accessible only to authorized personnel. All entities which could receive protected health information (third party Coordinator, ambulance billing company, fully insured plan providers, legal counsel, actuaries and consultants) must enter into a business associate agreement with the Town committing to compliance with the HIPAA Privacy Regulations and providing satisfactory assurances that the business associate will appropriately safeguard the protected health information.

## **.09 Grievance Procedure**

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Participants that believe they have been aggrieved by the use or disclosure of protected health information may file a written grievance with the Privacy Contact within sixty (60) calendar days of the use or disclosure of the protected health information or within fifteen (15) calendar days of their knowledge of said use or disclosure. The grievance must delineate the specifics of the complaint, including but not limited to:

1. What unauthorized protected health information was released;
2. Who received the protected health information and/or is knowledgeable of the protected health information;
3. When was the protected health information released and/or when did the complainant become aware of the unauthorized knowledge of the protected health information; and
4. What was the result of the release of the unauthorized protected health information.

The Privacy Contact will meet with the complainant as soon as possible after the receipt of the grievance. During this meeting the Privacy Contact will discuss the issue brought forward with the complainant. The Privacy Contact will investigate the allegations of the complaint with the full support and assistance of the Town management and, if necessary, legal counsel. The Privacy Contact will provide a written report of his/her findings and recommended action, if warranted, to the Town Administrator and the complainant within thirty (30) calendar days from the date of the meeting with the complainant. If for some reason the Privacy Contact is unable to conduct this meeting and/or investigation the Town Administrator shall appoint an alternate senior manager to perform these duties.

Complainants may also contact the Federal Department of Health and Human Services for assistance.

## **.10 Violation of Policy**

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The Town will comply with the Privacy Regulations established by the Federal Government and requires its employees to observe and comply with this policy and the use of the proper procedures and policy documents. Employees found to have breached protected health information security will be subject to disciplinary action, up to and including termination.



# TOWN OF ERVING

ADM-001

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

Policy

## Americans with Disabilities Act Non-Discrimination Notice & Grievance Policy

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
*Select Board Chair, Jacob A. Smith*

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### **.01 Issue Date / Effective Date**

This policy is issued and effective on \_\_\_\_\_

### **.02 Purpose**

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (“ADA”) and its regulations, the Town of Erving will not discriminate against qualified individuals on the basis of disability in its services, programs, or activities.

### **.03 Application**

**Employment:** The Town of Erving does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

**Effective Communication:** The Town of Erving will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in Town of Erving programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

**Modifications to Policies and Procedures:** If necessary, the Town of Erving will make reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in Town of Erving offices, even where pets are otherwise generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the Town of Erving, should contact the office of the Select Board as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the Town of Erving to take any action that would fundamentally alter the nature of its programs or services or impose an undue financial or administrative burden.

The Town of Erving will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing the auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to person who use wheelchairs.

#### **.04 Designation of an ADA Coordinator**

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The Select Board has identified the Town Administrator, Bryan Smith as the ADA Coordinator for the Town. Complaints that a program, service, or activity of the Town of Erving is not accessible to persons with disabilities should be directed to the ADA Coordinator.

#### **.05 Grievance Procedure**

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The Town of Erving has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Justice regulations implementing Title II of the Americans with Disabilities Act. Title II states, in part, that "no otherwise qualified disabled individual shall, solely by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination" in programs or activities sponsored by a public entity.

Complaints should be addressed to:

Bryan Smith, Town Administrator  
12 East Main Street  
Erving, MA 01344  
(413) 422-2800  
[administrator@erving-ma.gov](mailto:administrator@erving-ma.gov)  
(or successor as ADA Coordinator)

1. A complaint should be filed in writing, contain the name, address, and phone number of the person filing it, and briefly describe the alleged violation of the regulations. Other arrangements for submission of a grievance such as a personal interview or tape recording will be made available for people with visual impairments or those with motor impairments upon notification of such impairments.
2. A complaint should be filed within 30 days after the complainant becomes aware of the alleged violation. (Processing of allegations of violations of the act which occurred before this grievance procedure was in place will be considered on a case-by-case basis.)
3. An investigation, as determined necessary by the ADA Coordinator, shall be made within a reasonable time following the filing of a complaint. Said investigation shall be conducted by the ADA Coordinator or their designee. These rules contemplate an informal but thorough investigation affording the person or persons alleging a violation and their representative, if any, an opportunity to submit relevant material in connection with the complaint.

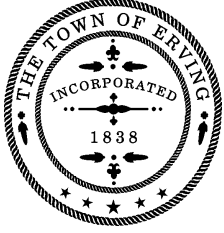
4. A written determination of the findings made as a result of the investigation, and the proposed resolution, if any, shall be issued by the ADA Coordinator and copy shall be forwarded to the Complainant with 15 working days after its being filed with the Complaint file.
5. The ADA Coordinator shall maintain the files and records of the Town of Erving relating to the complaints filed with the office under the ADA.
6. The Complainant may request a reconsideration of the finding made by the ADA Coordinator by the Select Board. The request for a reconsideration must be made in writing and submitted to the Select Board within seven (7) business days of the mailing of the determination to the Complainant. The Select Board shall review the findings made by the ADA Coordinator and may either affirm or reject that determination. No new evidence or material shall be submitted to the Select Board regarding any request for reconsideration except to the extent that the same is requested in writing by the Board.

#### **.06 Federal Agencies**

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An individual who believes that they or a specific class of individuals has been subjected to discrimination by the Town on the basis of disability in services, programs, and/or activities may, by themselves or by an authorized representative, file a complaint with the appropriate federal agency (or the U.S. Department of Justice for referral) not later than 180 days from the date of the alleged discrimination, unless the time for filing is extended by the designated agency for good cause shown.





# 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](mailto:administrator@erving-ma.gov)

Jacob A. Smith, Chair  
Scott Bastarache  
William A. Bembury  
*Select Board*

Bryan Smith  
*Town Administrator*

August 26, 2022

To: Select Board  
From: Bryan Smith, Town Administrator  
Mariah Kurtz, Assistant Town Planner

RE: Revised Proposed Scope of Work for Town Branding, Logo, and Signage Procurement

### **Task 1: Town Logo Design and Branding Style Guide**

The Town of Erving seeks design services for the creation of a Town logo and style guide. The intended applications to be considered in the creation of the style guide include online media, printed materials such as letterhead, business cards, vehicle graphics & lettering. The Town logo and style guide will also be used to inform the creation of a unified Town signage design and specifications. The Town will own all final images created as a result of this project for use by the Town.

### **Task 2: Town Signage Design & Specifications**

Erving seeks design specifications created for new signage and wayfinding consistent with our new branding package and be unique to Erving. The style sought is nature-inspired with a classic and professional presentation. The signs shall be designed to be unique to Erving. At the conclusion of the work, Erving shall own the design specifications. Suggested materials are: natural wood, stone, and metal. The scale of the signage will vary depending on the sign type, but the material palette should be consistent across sign types.

The specifications should include all information needed for the construction of the signage including, but not limited to: dimensions, materials, pantone numbers, and installation requirements.

The following sign types, or similar, are to be included in the specification package:

- Gateway – “Welcome to Erving - A Great Place to Live”, built in light feature. The largest of the signs, to be posted along a highway with fast moving vehicular traffic. Ground mounted.
- Park ID Primary – A medium-large sign that is ground mounted to be posted at the entrance of a park. To be viewed by slow vehicular traffic as well as pedestrians.
- Park ID Tertiary – A small-medium fence-mounted or pole mounted sign for parks or ball fields. To be viewed by pedestrians.

- Trail Head Kiosk – A large kiosk with trail information, a place for an interchangeable map, and donation box. To be viewed by pedestrians
- Informational Display – A large, pedestrian scale structure on which printed banners can be temporarily attached for upcoming events, historical information, etc. Ground mounted.
- Parking Lot ID and Regulations – Pole mounted vehicular scale signage for parking lot identification and info

### **Task 3: Town Signage Fabrication & Installation**

The Town seeks cost for fabrication & installation services of specific Town signs as designed in task 2. Costs are specifically sought for the following applications that are listed in priority order:

- 2- Gateway signs (Route 2)
- 2- Park ID Primary (Park Street Park & Riverfront Park)
- 2- Park ID Tertiary (Church Street Park & Poplar Mountain Conservation Area)
- 1- Trail Head Kiosk (Poplar Mountain Conservation Area)
- 1- Parking Lot ID – (8 West Main Street)

## Meeting Minutes

**Board:** Select Board / Water Commissioner's Meeting  
**Date:** Monday, August 01, 2022  
**Location:** Senior & Community Center, 1 Care Drive, Erving, MA 01344

**Select Board Present:** Jacob Smith, William Bembury  
**Also, Present:** Bryan Smith, Mariah Kurtz, Mark Blatchley, Richard Newton, Kelly Loynd, James Loynd  
**Press:** Otis Wheeler, BNCTV; Julian Mendoza, Greenfield Recorder

At 6:32 PM **Chairman Smith** called the meeting to order.

### **Discussion Regarding Town Response to COVID-19**

The Select Board members reviewed the recent update related to COVID-19 counts in Franklin County. **Chairman Smith** noted that Erving had reports of two (2) new counts in the past week and no counts reported the week before. **Chairman Smith** discussed exploring a possible opportunity to test wastewater for COVID-19, noting that the Wastewater Department is exploring with the opportunity with the State. **Selectman Bembury** asked about the testing and what the data could demonstrate. **Chairman Smith** discussed his understanding of the testing and that the prevalence of COVID-19 within a community may correlate with the concentration within the wastewater system. **Selectman Bembury** discussed prevalence for at home testing and expressed concern that some family members are not testing and instead waiting on a close contact to get better before testing themselves. The Town expects to have an update about participating in the program at the next meeting. The Select Board discussed tentatively hosting a vaccination opportunity in Erving in August.

### **Review of Town Bylaw Codification Project & Editorial Analysis**

Richard Newton, Town Clerk, joined the Select Board to review the draft Town Code and proposed responses to the questions presented in the editorial analysis from the vendor. The Select Board members discussed specific questions.

### ***Proposed Noncriminal Disposition of Violations Bylaw***

The Select Board reviewed a proposed Bylaw that provides a common structure for how noncriminal disposition penalties could be addressed throughout the Town Code, unless an exception is noted, and a different structure is specified in a particular Bylaw. **Selectman Bembury** discussed general support for the proposed structure but expressed concern that the Town Administrator is listed in subsection C as an enforcing person. Richard discussed the recommendation from General Code. Bryan discussed the recommendation of an enforcement article and noted that the Select Board can revise the list of enforcement officials. **Chairman Smith** discussed adding the positions of Highway Superintendent and Wastewater Superintendent.

### ***Cemetery Commissioners***

The Select Board discussed vendor question posed in 45-004 regarding the appointment of the Cemetery Commissioners. **Selectman Bembury** asked for an explanation of the current provisions. Bryan explained that the current Bylaw creates a three-member Cemetery Commission and identifies the Town Moderator as the appointing authority. Bryan explained that the Bylaw doesn't address the staggering of terms and other authorities. **Selectman Bembury** explained that he would like to have a larger conversation with the Select Board. Bryan discussed the previous review of the Bylaw and noted that a draft of a proposed Bylaw revision had been previously drafted. The Select Board members discussed having a fuller conversation on the revision to the Cemetery Commission structure.

## Meeting Minutes

### ***Personnel Relations Board***

**Chairman Smith** highlighted vendor question 9-009 as it relates to the Personnel Relations Review Board. **Chairman Smith** discussed the need to address the future the Personnel Relations Review Board. Bryan offered to draft recommendations on revisions to the Bylaw that may help the Board with its mission.

### ***Purchasing***

The Select Board review the Purchasing Bylaw referenced in vendor question 64-001. **Selectman Bembury** asked if the Bylaw is sufficient. Bryan and **Chairman Smith** discussed the current structure and practices with the Select Board serving as the contracting authority and the Town Administrator serving as the Chief Procurement Officer.

### ***School Department- Busing Services***

The Select Board reviewed the proposed Bylaw that correlates to vendor question 77-001 (3). Bryan explained that he believes this is an error, noting that the Town has gone to the voters every five (5) years for authorization to sign a service contract with a busing vendor with a term longer than three (3) years. Bryan recommended that the Town does not codify these authorizations as a Bylaw and that it is appropriate to seek Town Meeting approval when necessary for long term contracts. The Select Board members expressed agreement and would delete draft language regarding spending authorization.

### ***Town Meeting- Warrant Language***

The Select Board reviewed the Bylaw that correlates to vendor question 84-001. The Select Board members discussed the recently adopted Bylaw that revises this section for posting Town Meeting requirements. Richard confirmed the understanding and noted that the draft Code was prepared using the Town Bylaws that had been adopted prior to its submission to the vendor and do not yet reflect recent changes. Richard and Bryan will work with the vendor to reconcile the draft Town Code with recently adopted Bylaws.

### ***Alcoholic Beverages- Consumption on Public Ways and Property***

The Select Board members reviewed the Bylaws that correlate to vendor questions 105-001 and 105-002 regarding the consumption of alcohol on public ways and property. **Selectman Bembury** discussed the current fine “not exceeding \$50.00” per offense and his belief that it is too low and that the statutory maximum of \$300.00 per offense is too high. **Selectman Bembury** suggested revising the fine to \$100 per offense. Bryan discussed the Attorney General’s requirement that fines are set with firm fees instead of language that implies discretion. **Chairman Smith** expressed agreement with the proposed revision and suggested a first offense fine of \$100.00 and second and subsequent offense fine of \$300.00.

Richard suggested removing references to “private school house, and school grounds, public squares.” in 105-002 as it is duplicitous and the purpose of the bylaw is to focus on public property, not private property. The Select Board members expressed agreement. Additionally, the Select Board members expressed agreement with the recommendation to strike “breach of peace” in vendor question 105-003.

The Select Board members reviewed proposed alternatives for enforcement of the violation of the Bylaws in vendor question 105-004. **Selectman Bembury** asked if Chief has reviewed. Bryan explained that “yes” Chief Holst had reviewed the draft code and has offered revisions that have been included in the recommendations that the Select Board is reviewing, noting that Chief Holst stressed the importance of having clear guidance in the Bylaws. **Chairman Smith** expressed support for revisions presented in option 3, and to include penalties previously discussed and update subsections 1 and 2.

## Meeting Minutes

### ***Storage Tanks***

The Select Board members reviewed vendor question 192-001 regarding the removal of underground storage tanks. **Selectman Bembury** asked if Erving has removed all tanks. Bryan explained that he will need to follow up with Chief Wonkka to obtain an update for the Select Board.

### ***Dogs***

The Select Board reviewed vendor question 121-015 regarding the current annual licensing fees and the proposed revisions that reflect the most recent fee adjustments. The Select Board members discussed support for the revisions. In response to vendor question 121-017 regarding violations and penalties, **Chairman Smith** asked about referring to proposed new Chapter 1 Article 1 for non-criminal penalties. The Select Board members expressed agreement to support the revision.

### ***Hazardous Materials- Registration and Controls***

The Select Board members reviewed the Bylaw language and the recommendations in vendor question 142-003. **Chairman Smith** asked about recommendation to file the notice with the Fire Department instead of Town Hall. Richard explained the concern that the current Bylaw refers to filing with the “Erving Town Offices”, but it is ambiguous as to which office is to receive the filing and that was the reason to recommend filing with the Fire Department. **Selectman Bembury** discussed the Fire Department having the expertise to handling the hazardous materials registrations. **Chairman Smith** expressed support for identifying the Town Clerk’s Office. Richard suggested amending the Bylaw to require filing in both the Town Clerk’s Office and the Fire Department. The Select Board members expressed support.

### ***Streets, Sidewalks and Public Property- Issuance of Trench Permits***

The Select Board reviewed the Bylaws regarding trench permits that correlates with vendor question 196-002. The Select Board would like suggested edits from the Highway Superintendent. Bryan will follow up.

### ***Vehicles- Heavy Commercial Vehicle Restrictions***

The Select Board reviewed the Heavy Commercial Vehicle Restriction Bylaw that correlates to vendor question 209-004 and the recommendation to increase the fine from \$20.00 per offense to \$100.00 per offense. The Select Board members agreed to increase the fine to \$100.00 per offense.

### ***Vehicles- Removal of Vehicles During Snow Removal Operations***

The Select Board reviewed vendor question 209-002 and reviewed the implications of each suggested edit option and the interaction with the Snow and Ice Removal Bylaw. Bryan asked the Select Board if they support the recommendation to delete the Removal of Vehicles during Snow Removal Operations as a separate Bylaw and incorporate it into the Snow and Ice Removal Bylaw as a new article. After discussion, **Chairman Smith** suggested moving the Bylaw language in proposed Chapter 209 Article 11 and move it to proposed Chapter 196 Article 9, in its entirety. **Selectman Bembury** expressed agreement.

Kelly Loynd asked the Select Board members to review the earlier conversation about the proposed fine structures. **Chairman Smith** provided an explanation of the vendor’s recommendation to provide a standard penalty structure for the Town Bylaws but that some Bylaws would maintain their own penalties. **Selectman Bembury** discussed the purpose of the Select Board conducting the review and working to make sure that the Town Bylaws are in accordance with current statutes for proper administration and enforcement. The Select Board explained that these revisions will be used to finalize the draft Town Code that will be presented to the voters. **Chairman Smith** suggested that the Town schedule informational sessions with the public to review the Town Code project and the proposed revisions. The Select Board will continue their review at the next meeting.

**Issuance of the 2022 State Primary Election Warrant for September 6, 2022**

The Select Board reviewed the 2022 State Primary Election Warrant for the election to be held on Tuesday, September 6, 2022, at Town Hall. **Chairman Smith** made a motion to approve the warrant for the 2022 State Primary held on the 6th day of September 2022. **Selectman Bembury** seconded. **Vote:** Approved.

Richard noted that his office has already received approximately 100 mail-in ballot requests for the State Primary. **Chairman Smith** discussed the potential correlation with State efforts to inform voters about the opportunity.

**Discussion Regarding Textile Waste Ban & Disposal Options**

The Select Board passed over this agenda item.

**Review of Meeting Minutes for July 18, 2022**

The Select Board members reviewed meeting minutes for Monday, July 18, 2022. **Selectman Bembury** made a motion to accept the meeting minutes of July 18, 2022, as written. **Chairman Smith** seconded. **Vote:** Approved.

**Review of Meeting Minutes for June 21, 2022**

The Select Board passed over this agenda item.

**Review of Poplar Mountain Conservation Area Parking Lot Construction Procurement**

The Select Board members reviewed a memorandum from Bryan outlining the Solicitation for Quotes (SFQ) process that was used for the procurement. **Chairman Smith** gave an overview of the procurement and explained that two (2) quotes were received by the deadline with the lowest price from Johnson Asphalt Paving LLC, in the amount of \$35,514.50. The Select Board discussed support for proceeding to award the procurement. **Chairman Smith** made a motion to award the procurement for the construction of the Poplar Mountain Conservation Area parking lot to Johnson Asphalt Paving, LLC of Northfield, MA, in the amount of \$35,514.50, and to authorize Bryan Smith, Town Administrator, to execute all necessary agreements. **Selectman Bembury** seconded. **Vote:** Approved.

**Review of Erving Community PEG Access Professional Services Procurement**

The Select Board members reviewed a memorandum from Bryan outlining the invitation for bid (IFB) process that was used for the procurement. **Chairman Smith** gave an overview of the procurement. **Chairman Smith** noted that as of the bid deadline a single response was received from Bernardston-Northfield Community TV, Inc. for a term of three (3) years for a total price of \$43,500. The Select Board members discussed support for proceeding to award the procurement. **Selectman Bembury** made a motion to award the procurement for community access TV professional services to Bernardston-Northfield Community TV, Inc of Northfield, MA, for a term of three years beginning September 1, 2022, and ending August 31, 2025, for a total contract price of \$43,500, and to authorize Bryan Smith, Town Administrator, to execute all necessary agreements. **Chairman Smith** seconded. **Vote:** Approved.

**Review of Letter of Interest & Appointment to Cultural Council- Kathleen Sadler**

**Chairman Smith** explained that the Town has four (4) vacancies on the Cultural Council. The Select Board reviewed the letter of interest to serve on the Cultural Council from Kathleen Sadler as well as a memorandum from Bryan recommending an appointment to the Council with a term ending on June 30, 2025. **Selectman Bembury** motion to appoint Kathleen Sadler as a member of the Cultural Council, with a term ending June 30, 2025. **Chairman Smith** seconded. **Vote:** Approved.

**Review Cemetery Feasibility Study Scope of Work Draft**

The Select Board reviewed a memorandum from Bryan proposing a scope of work to procure professional engineering and architecture services for the exploration of a new Town-owned cemetery. Bryan discussed the proposed purchasing approach and town process. **Chairman Smith** asked if the Town could identify other Massachusetts examples. Mariah Kurtz, Assistant Town Planner, discussed feedback from Salem, Ma. The Select Board will carry the topic for further discussion at the next Board meeting.

**Review of Permitting and Licensing Software Procurement Draft**

The Select Board reviewed a memorandum from Bryan proposing a scope of work to procure new licensing, permitting, and Board membership management software to be shared by multiple Town departments. Bryan discussed the procurement processes under Massachusetts General Law Chapter 30B and explained that he is recommending procuring a three (3) year term. The Select Board will carry the topic for further discussion at the next Board meeting.

**Discussion Regarding Conceptual Proposal for Shared Use Path Connecting Erving Center & Farley**

Mariah joined the Select Board to discuss a proposal to explore a multi-use shared path that would connect Erving Center and Farley. Mariah explained that she has researched a proposed shared path, noting that Erving identified the project in the Town's 2002 Master Plan. Mariah explained that the proposed project has been listed in numerous plans and studies and that to explore the potential for the project, Erving would need to collaborate with officials in Wendell as the proposed route would be constructed in Wendell. Mariah discussed the need to explore Massachusetts Department of Conservation and Recreation (DCR) trails and potential easements. Mariah discussed goal of identifying a funding source to study a project that would connect Farley to Erving Center and then maybe Wendell Depot. Mariah also discussed the possibility to connect with the towns of Orange and Athol. Mariah discussed potential stakeholders and that she is requesting approval to present the project to the Wendell Select Board and the Open Space Committee. Mariah discussed the potential to apply for a MassTrails grant, noting the priority for regional projects. Mariah noted that the trail would not be in Erving but discussed how it could benefit Erving residents by providing a safe alternative for pedestrians and bicyclists other than Route 2 and discussed the connection to Riverfront Park. **Selectman Bembury** expressed support for the proposed project and discussed support for Mariah to continue to explore its potential. **Selectman Bembury** discussed the benefits of the Riverfront Park improvements for Erving Center and discussed support for collaborative and regional efforts. **Chairman Smith** also discussed support for the concept and expressed support for exploring the project with other stakeholders. Mariah discussed including the conversation with the proposed construction projects for Bridge Street and the Massachusetts Department of Transportation (MassDOT) preliminary design projects for Farley and Erving Center on Route 2. Kelly discussed support for establishing pedestrian paths from Farley to Erving Center. Mark Blatchley discussed his experience on the current trails on DCR land. Mariah also discussed the alignment with the National Grid easements for transmission lines. The Select Board members gave approval to proceed with the exploration of the proposed project.

**Review of Criminal & Sex Offender Record Information Policy, Drug & Alcohol-Free Workplace Policy, Retirement Policy, COBRA Policy, HIPAA Policy, and Non-Discrimination Policy- 1<sup>st</sup> Reading**

The Select Board conducted a first reading of the following draft policies: Criminal & Sex Offender Record Information Policy, Drug & Alcohol-Free Workplace Policy, Retirement Policy, COBRA Policy, HIPAA Policy, and Non-Discrimination Policy. The Select Board members discussed having no current concerns with the draft policies. The Select Board will conduct a second reading at the next meeting.

**Review Recommendation and Set FY2023 Water Use Rates**

The Select Board reviewed a memorandum from Bryan regarding the setting of the FY2023 water use rates. **Chairman Smith** provided an overview of the memorandum noting that the FY2022 water use rate was \$5.20/1,000 gallons. **Selectman Bembury** expressed support for setting the FY2023 water use rate at \$5.25/1,000 gallons as it would cover the approved operating budget and help to prepare for future capital improvements for the water distribution system. **Chairman Smith** expressed agreement and noted the recent water main break that required repair. **Chairman Smith** made a motion to set the water rate for FY2023 at \$5.25/1,000 gallons. **Selectman Bembury** seconded. **Vote:** Approved.

**Review Recommendation and Set FY2023 Electric Vehicle Charging Rates**

**Chairman Smith** reviewed a memorandum from Bryan suggesting that the Select Board set the electric vehicle (EV) charger use rate for FY2023 to \$0.35/ kWh. The Select Board discussed the increased electricity costs and the goal of the revenues self-funding the costs. **Chairman Smith** made a motion to set the FY2023 EV charging rate at \$0.35/kWh. **Selectman Bembury** seconded. **Vote:** Approved.

**Discussion Regarding Sharing Legal Service Fees with Neighboring Towns and FRCOG for FERC License Review for FirstLight Relicensing of the Northfield Mountain Pump Station & Cabot Station**

The Select Board members reviewed a memorandum from Bryan regarding a proposal to share legal services with the Franklin Regional Council of Governments and the neighboring towns of Gill, Montague, and Northfield to review the final agreements as part of the Federal Energy Regulatory Commission (FERC) relicensing project for FirstLight. **Chairman Smith** explained that the proposal would be to share legal services to review the final documents for a cost to Erving of \$2,500. **Selectman Bembury** expressed concern that the Board of Assessors should be included in the review of any settlement agreements. Bryan expressed agreement and explained that the Board of Assessors' Office has been included in the review of any draft agreements. **Chairman Smith** noted that most of the settlement agreements have focused on environmental and recreational matters. The Select Board members expressed agreement to share legal services as proposed. **Selectman Bembury** made a motion to appropriate \$2,500 for shared legal services for the review of FirstLight settlement agreements and the FERC relicensing process with the Franklin Regional Council of Governments and the towns of Gill, Northfield, and Montague. **Chairman Smith** seconded. **Vote:** Approved.

**Miscellaneous**

***Patrol Officer Screening Committee***

**Chairman Smith** discussed the need to update the Patrol Officer Screening Committee so that the Police Department can continue the hiring process for the remaining full-time officer vacancy, noting that one member no longer works for the Town and another member is currently has limited availability. **Chairman Smith** suggested having a three (3) member committee comprised of the Robert Holst, Chief of Police, Glenn McCrory, Highway Superintendent, and a Select Board member. **Selectman Bembury** expressed agreement and explained that he would like to continue to serve as the Select Board representative on the Committee. **Chairman Smith** made a motion to dissolve the Patrol Officer Screening Committee and to establish a Patrol Officer Screening Committee consisting of three members, with a member from the Board, William Bembury, Chief Holst, and Superintendent McCrory. **Selectman Bembury** seconded. **Vote:** Approved.



Meeting Minutes

**Adjournment**

At 8:51 PM **Chairman Smith** made a motion to adjourn. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Respectfully submitted,

Bryan Smith  
Town Administrator

DRAFT

## Meeting Minutes

**Board:** Select Board / Water Commissioner's Meeting  
**Date:** Monday, August 15, 2022  
**Location:** Senior & Community Center, 1 Care Drive, Erving, MA 01344  
**Present:** Jacob Smith, Scott Bastarache  
**Finance Committee:** Debra Smith,  
**Also, Present:** Bryan Smith, Glenn McCrory,  
**Press:** Otis Wheeler, BNCTV

At 6:38 PM **Chairman Smith** called the meeting to order.

### **Discussion Regarding Town Response to COVID-19**

**Chairman Smith** explained that there were no positive COVID-19 cases reported for Erving in the past week and that there were 5 cases reported the week before. The Select Board reviewed a memorandum from Bryan Smith, Town Administrator, asking the Select Board for guidance regarding the COVID-19 administrative leave time that was available through Federal then State requirements until March 15, 2022. **Chairman Smith** explained that the State requirement expired on March 15, 2022, and that the Town continued the practice through the end of the fiscal year on June 30, 2022. **Chairman Smith** asked how the Town should proceed, suggesting that if the administrative leave has expired that an employee that is sick with COVID-19 could use accrued paid sick leave. **Selectman Bastarache** discussed support for use of sick time and to have the Town continue to provide departments with necessary personal protective equipment. **Chairman Smith** discussed the updated guidance from the U.S. Centers for Disease Control, noting that there are some updates regarding testing and recommendations on isolation.

Regarding the interest in exploring a testing program for COVID-19 in wastewater. Bryan explained that Peter Sanders, Wastewater Superintendent, has followed up with the State to express interest in the program and that at this time the State will not include Erving as the Town's population is less than the minimum population for eligibility.

### **Review of Town Bylaw Codification Project & Editorial Analysis**

**Chairman Smith** and **Selectman Bastarache** discussed wanting to spend more time reviewing the Town Code editorial analysis. The Select Board members agreed to pass over the agenda item and to revisit at a future meeting.

### **Discussion Regarding Textile Waste Ban & Disposal Options**

Bryan explained that potential vendors have provided response to the Town regarding available services. Bryan explained that he needs to collate the information and follow up on a few questions so that the Select Board can review the information. The Select Board will review at a future meeting.

### **Review Cemetery Feasibility Study Scope of Work Draft**

The Select Board reviewed the draft scope of work for professional engineering/architecture services to assist that done with conducting a feasibility study for a new Town cemetery. Bryan provided an overview of the project and the approach to the procurement. The Select Board members discussed approval for the issuance of the scope of work to engineering firms as presented.

### **Review of Permitting and Licensing Software Procurement Draft**

The Select Board reviewed the draft specifications and procurement approach for new electronic permitting, licensing, and Board management software. Bryan explained that the procurement falls under MGL Chapter 30B and suggested the use of either an invitation for bids (IFB) or a request for proposals

## Meeting Minutes

(RFP) process. The Select Board members discussed the procurement approaches with either an IFB or an RFP and approved the use of an RFP for the procurement. Bryan will finalize the procurement documents and release.

### **Review of Criminal & Sex Offender Record Information Policy, Drug & Alcohol-Free Workplace Policy, Retirement Policy, COBRA Policy, HIPAA Policy, and Non-Discrimination Policy- 2<sup>nd</sup> Reading**

The Select Board conducted a second reading of the following draft policies: Criminal & Sex Offender Record Information Policy, Drug & Alcohol-Free Workplace Policy, Retirement Policy, COBRA Policy, HIPAA Policy, and Americans with Disabilities Act Non-Discrimination Notice & Grievance Policy. The Select Board members discussed having no current concerns with the draft policies. Bryan will suggest policy number assignments. The Select Board will conduct a Third reading at the next meeting.

### **Review of Meeting Minutes for August 01, 2022**

The Select Board passed over this agenda item.

### **Review of Meeting Minutes for June 21, 2022**

The Select Board passed over this agenda item.

### **Review of Watchguard Procurement**

The Select Board reviewed the procurement for Watchguard body worn cameras, cruiser cameras, and support services. Bryan explained the use of the Sourcwell procurement contract, of which the Town is a member, and the authorization at Town Meeting for the Select Board to issue a contract term of up to five (5) years. Bryan explained that the Town received a revised quote and that Robert Holst, Chief of Police, has reviewed the revised quote and affirmed that it meets the specifications previously discussed. The Select Board members discussed support for proceeding with the procurement. **Selectman Bastarache** made a motion to award the procurement to Watchguard Video/ Motorola Solutions, of 415 E. Exchange, Allen, TX 75002, for the lease of body and cruiser camera equipment, video processing, and storage services for the Town, for a term of five (5) years, with a first year cost of \$26,283.00 and an annual recurring cost of \$15,492.00, subject annually to Town Meeting approval for funding for these services, and to authorize Bryan Smith, Town Administrator, to execute all necessary agreements. **Chairman Smith** seconded. **Vote:** Approved.

### **Discussion Regarding John Deere Loader Replacement**

At 7:03 PM **Chairman Smith** called the joint meeting of the Select Board and the Finance Committee to order. Debra Smith, Benjamin Fellows, and Charles Zilinski joined the Board.

**Chairman Smith** provided an overview of the concern regarding the Town's wheel loader and identified safety concerns related to the rollover safety protection system. **Chairman Smith** explained that Glenn McCrory, Highway Superintendent, brought the concern to the attention of the Capital Planning Committee and has met with the Committee to review the equipment and consider options for the Town to proceed with. **Chairman Smith** explained that at the conclusion of the discussions, the Capital Planning Committee has voted to recommend that the Town purchase a new wheel loader using a four (4) year lease option with a buyout option in the final year. **Chairman Smith** noted that the Committee considered a repair of the equipment and there was concern that the repair may correct the initial safety concern but that there could be additional maintenance issues to follow. **Chairman Smith** explained that the purpose of the joint meeting was for the Select Board and Finance Committee to consider the recommendation of the Capital Planning Committee and to determine a financial path to purchase the equipment. The Boards discussed a proposal of keeping the current loader at the Farley salt shed as it has little to no trade-in

## Meeting Minutes

value. The Boards clarified that the proposed new wheel loader would not be housed in Farley near the salt shed.

Discussing funding strategies, members of both Boards discussed concern about processing the request as a Reserve Fund transfer. Debra explained that it likely does not meet the requirements for Reserve Fund. Regarding the timeline the Town has to procure a wheel loader for Town use, Glenn explained that Town rented equipment to finish the Mountain Road project and would need a loader or similar equipment by the spring. Glenn discussed the challenges within the market for sourcing equipment and that the vendor in New England has only one (1) unit currently available. **Selectman Bastarache** asked for a discussion regarding the functionality of the current wheel loader. Glenn explained that aside from the safety protection, the current equipment functions and would only need regular general maintenance. **Chairman Smith** discussed observing rust throughout the body beyond the rollover protection system and that the current repair estimates are at least \$40,000.00 for what is known and cited limited availability of the necessary components for the cab replacement. **Chairman Smith** asked the members of the Boards if there was interest in scheduling a Special Town Meeting. Bryan explained that the Town needs at least three (3) to four (4) weeks to prepare for a Town Meeting and that includes the required public posting of fourteen (14) days.

**Selectman Bastarache** asked if the current wheel loader had any use for the Town if replaced. Glenn explained that it should not be driven along Route 2 in the event of an accident. **Chairman Smith** asked if the Town could rent a wheel loader. Glenn discussed the challenges with heavy equipment in the current market, noting limited stock and the availability of any new equipment is often prioritized for sale. Debra discussed that the Capital Planning Committee's 25-year plan anticipated the replacement of the wheel loader in Fiscal Year 2021. Glenn added that the Town has used the current wheel loader for sixteen (16) years. **Selectman Bastarache** expressed support for the replacement of the wheel loader but was unsure of the timing. **Chairman Smith** noted that the Capital Planning Committee discussed support but did not advise on a timeline. The members of the Boards discussed the potential to schedule a Special Town Meeting in September. Bryan discussed availability of funds and sources. **Chairman Smith** discussed potential request to Finance again for a Reserve Fund transfer with a plan to replenish. **Selectman Bastarache** discussed understanding the sense of urgency but explained that he was not in support of requesting a Reserve Fund transfer. **Selectman Bastarache** discussed support for scheduling a Special Town Meeting. Debra discussed support for addressing the wheel loader but not wanting to use the Reserve Fund process and wanting the voters to have their say. Debra suggested exploring the potential for a Town to place a deposit to reserve equipment pending approval at Town Meeting. **Chairman Smith** asked if there was support for scheduling a Special Town Meeting with a four (4) year lease plan. Members of the Select Board and Finance Committee expressed support. Bryan will draft a warrant for review at the next Select Board meeting. **Chairman Smith** asked about which source of funds should be identified, questioning the potential to raise and appropriate. Bryan discussed the current capacity to raise and appropriate and noted the potential impacts on delaying the setting of the tax rate. **Selectman Bastarache** discussed using a transfer from the Capital Stabilization fund. Glenn suggested repurposing \$20,000 from the Ford F550 procurement for this purpose, noting that the truck purchase has come in well under budget. **Selectman Bastarache** asked about interest in structuring a six (6) year lease. Debra suggested maintaining the proposed four (4) year lease structure to align with warranty. Bryan stated that the Capital Stabilization Fund has an approximate balance of \$750,000.00. The members discussed drafting an article that uses remaining funds from the Ford F550 procurement and the balance from Capital Stabilization.

## Meeting Minutes

The Select Board and Finance Committee members agreed to meet jointly on August 29, 2022, to review and tentatively issue a Special Town Meeting Warrant. **Chairman Smith** suggested a tentative date of September 14, 2022, for Special Town Meeting. **Selectman Bastarache** suggested the Senior & Community Center as the location with a 7:00 PM start time.

### **Miscellaneous Finance Committee Business**

#### ***Review of Finance Committee Meeting Minutes for July 13, 2022***

The Finance Committee members reviewed meeting minutes for July 13, 2022. Benjamin made a motion to accept meeting minutes of July 13, 2022, as written. Charles seconded. **Vote:** Approved.

At 7:45 PM **Chairman Smith** made a motion to adjourn the joint meeting with the Finance Committee and to continue with the Select Board meeting. **Selectman Bastarache** seconded. **Vote:** Approved.

#### **Review of Paving Procurement for Mountain Road/ Cemetery Project**

Bryan explained that the Town had anticipated being ready for the Select Board to consider quotes to patch and add curbing along Mountain Road and the Center Cemetery to complete the stormwater management and erosion repair project. Bryan noted that the quotes came in over \$10,000 and as such requires a two (2) week advertisement in the Central Register. Bryan will reissue the solicitation for quotes and advertise the opportunity and tentatively will have quotes to review for the first September Select Board meeting.

#### **Review of FRCOG Shared Legal Fee Memorandum of Understanding**

The Select Board reviewed the proposed memorandum of understanding (MOU) between the Towns of Gill, Erving, Montague and Northfield and the Franklin Regional Council of Governments to coordinate legal services and share expenses related to the Federal Energy Regulatory Commission (FERC) relicensing of the Northfield Mountain and Turners Falls Hydroelectric facilities. The Select Board members discussed support for proceeding. **Chairman Smith** made a motion to sign the memorandum of understanding by and between the Towns of Gill, Erving, Montague and Northfield and the Franklin Regional Council of Governments, in the shared amount of \$2,500.00 per town, through September 30, 2023, for legal assistance regarding the FERC relicensing of the Northfield Mountain and Turners Falls hydroelectric facilities. **Selectman Bastarache** seconded. **Vote:** Approved.

#### **Resignations from Recreation Commission, Planning Board and Board of Assessors**

The Select Board members reviewed a memorandum from Bryan noting the current vacancies in elected official positions. **Chairman Smith** announced the resignation of Son Hui May from the Planning Board on June 16, 2022. **Chairman Smith** also announced the vacancy on the Recreation Commission as of July 1, 2022, as a result of the election. **Chairman Smith** explained that the Town has advertised the vacancies with a request for letters of interest to be submitted by August 17, 2022.

**Chairman Smith** announced that additionally, the Town has received resignations from Allison Rollins and Jeffrey Rollins from the Recreation Commission and from Jeffrey Rollins on the Board of Assessors. Bryan confirmed the understanding and explained that he will begin the advertising process for the additional vacancies in the coming weeks. **Chairman Smith** noted a concern about the Recreation Commission not having a quorum. Bryan agreed with the concern. Bryan will repost the opportunities.

**Chairman Smith** discussed appreciation to all of the elected officials for their services on behalf of the Town.

## Meeting Minutes

### Discussion Regarding Town Branding & Signage Project

Mariah Kurtz, Assistant Town Planner, joined the Select Board to review the status of the Town branding and signage project and to discuss next steps. **Chairman Smith** noted that the Select Board had previously discussed scheduling this conversation about revisiting the project. Mariah provided an overview of the previous work on the initiative that occurred prior to Selectman Bastarache's return to the Board. Mariah discussed trying to conduct the project during the early months of the COVID-19 pandemic, the complexities with remote public meetings and acknowledging strong passionate feedback received from some members of the community about the French King Bridge as the focal point. Mariah noted that the Town had been prepared to work on appropriate and cohesive signage that would build off the branding work.

Mariah provided an overview of the proposed procurement memorandum and draft scope of work. Mariah discussed the signage inspiration from Burlington, VT that had been referenced in the UMass Amherst village study for Erving Center. **Selectman Bastarache** discussed a preference for simplicity when the Town designs signage. **Selectman Bastarache** discussed the branding approach and remembering the passionate conversation about trying to identify a brand that represents the community. **Selectman Bastarache** discussed wanting to see if we can build off the existing work. Mariah discussed a goal of working on a simplistic image and approach. Mariah discussed the few distinct historic structures that could be a focal point. Mariah discussed the experience of residents that have been communicated to her and identification with wildlife within Erving and that could serve as inspiration. **Selectman Bastarache** discussed the need to view examples. **Chairman Smith** discussed the preference to focus on a brand standard that would inform the Town-wide signage. Bryan suggested approaching the scope of work with phased tasks. **Chairman Smith** discussed openness and wanting to make sure the final product is comprehensive. Mariah will research additional examples. **Chairman Smith** discussed needing to think about how to approach the work in consideration of the feedback received from the public. Mariah explained that survey results are still available to inform the design. The Select board will revisit the topic at the next meeting.

### Upcoming Meetings

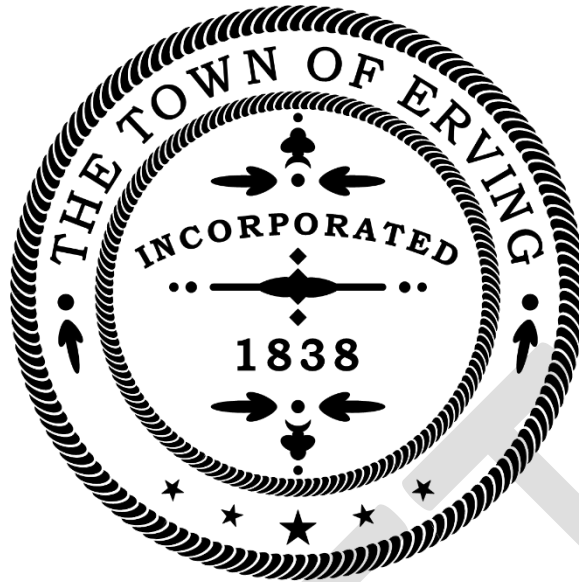
**Chairman Smith** noted that the Select Board next plans to meet on August 22, 2022, at the Elementary School at 7:00 PM and then on August 29, 2022, at the Senior & Community Center at 6:30PM. **Chairman Smith** noted that the Town will tentatively plan a Select Board Meeting and a Special Town Meeting for September 14, 2022.

### Adjournment

At 8:17 PM **Chairman Smith** made a motion to adjourn. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

Respectfully submitted,

Bryan Smith  
Town Administrator



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# **SPECIAL TOWN MEETING**

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**Wednesday, September 14, 2022**

**Time: 7:00 PM**

**Location: 1 Care Drive, Erving, MA 01344**

*Please bring this copy with you to the  
Special Town Meeting.*

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the Town of Erving, should contact the office of the Select Board as soon as possible but no later than 48 hours before the scheduled event.

The office of the Select Board is located at 12 East Main Street, Erving, MA 01344.

Email: [administrator@erving-ma.gov](mailto:administrator@erving-ma.gov) | Phone: (413) 422-2800



# TOWN OF ERVING

12 East Main Street, Erving, MA 01344  
Tel. (413) 422-2800 | Email: [administrator@erving-ma.gov](mailto:administrator@erving-ma.gov)

## SPECIAL TOWN MEETING WARRANT

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COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

Town of Erving Constables, Town Clerk, and Administrative Assistant: In the name of the Commonwealth, you are directed to notify and warn the said inhabitants qualified to vote in Town affairs to meet on the grounds of the **Erving Senior & Community Center** located at **1 Care Drive, Erving, Massachusetts 01344** on

**Wednesday, September 14, 2022 at 7:00 PM**

Qualified inhabitants will meet then and there to vote on the following articles in the Warrant:

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**ACCOUNTS PAYABLE OF A PRIOR YEAR: FY2022**

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**ARTICLE 1: APPROPRIATION FOR FY2022 EXPENSES**

To see if the Town will vote to raise and appropriate the sum of Seven Thousand One Hundred Seventy-three Dollars and Thirty-nine Cents (\$7,173.39) for the purpose of paying Fiscal Year 2022 invoices from the identified line items, as listed below, or take any other action relative thereto.

| <b>Line</b> | <b>Department/ Agency</b> | <b>Vendor</b>                     | <b>Amount</b>     |
|-------------|---------------------------|-----------------------------------|-------------------|
| 1           | Benefits                  | New Salem/Wendell School District | \$2,094.91        |
| 2           | Wastewater                | Cintas Corp                       | \$263.29          |
| 3           | Treasurer                 | Jennifer Eichorn                  | \$38.03           |
| 4           | Library                   | Eversource                        | \$3,868.08        |
| 5           | Town Buildings            | Eversource                        | 28.25             |
| 6           | Solid Waste               | Franklin County Solid Waste       | \$880.83          |
|             |                           | <b>Grand Total</b>                | <b>\$7,173.39</b> |

SUBMITTED BY: Town Administrator

FINANCE COMMITTEE RECOMMENDS: Approval [Vote: Aye ( ), Nay ( ), Absent ( )]

*Article Information: In the above listed instances, invoices were identified and/or received after the start of Fiscal Year 2023 and after the books for FY2022 were closed. Approval of this article will authorize the Town to pay the above referenced vendors in the amounts indicated. Approval for expenditures in a previous fiscal year requires a 9/10 approval at Special Town Meeting per MGL Chapter 44 Section 64.*

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**CAPITAL IMPROVEMENT PROJECT**

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**ARTICLE 2: TO APPROPRIATE FOR PUBLIC WORKS WHEEL LOADER**

To see if the Town will vote to appropriate the sum of Sixty Thousand Dollars and No Cents (\$60,000.00) for the purchase and/or lease of a wheel loader with accessories, and related expenses, by transferring Twenty Thousand Dollars and No Cents (\$20,000.00) from the Hwy Ford F550 Truck Special Article and by transferring Forty Thousand Dollars and No Cents (\$40,000.00) from the Capital Stabilization Fund, or take any other action relative thereto

| Line | Account # | Description               | Amount      |
|------|-----------|---------------------------|-------------|
| 1    | TBD       | Public Works Wheel Loader | \$60,000.00 |

SUBMITTED BY: Select Board

CAPITAL PLANNING COMMITTEE RECOMMENDS: Approval [Aye ( ), Nay ( )]

FINANCE COMMITTEE RECOMMENDS: Approval [ Aye ( ), Nay ( ), Absent ( )]

*Article Information: Approval of this article would authorize the procurement of a new wheel loader. The Town's current wheel loader is 16 years old and there is significant deterioration of the rollover protection system which is a safety concern. The Capital Planning Committee has reviewed options to repair the current loader versus leasing with the option to buy a new wheel loader and has recommended that the Town consider leasing a new wheel loader for a term of four (4) years with the option to buy after year 4. The Select Board and the Finance Committee have reviewed the recommendation and concur. Approval of this article requires a 2/3 vote.*

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**ARTICLE 3: TO APPROPRIATE FOR ELEMENTARY SCHOOL WALK-IN FREEZER/REFRIGERATOR**

To see if the Town will vote to appropriate the sum of Twenty-two Thousand Dollars and No Cents (\$22,000.00) by transferring from the Capital Stabilization Fund into Special Article Fund 01-301-914-57800 Walk-in Freezer / Refrigerator Upgrade or Replace, or take any other action relative thereto.

SUBMITTED BY: School Committee

CAPITAL PLANNING COMMITTEE RECOMMENDS: Approval [Aye ( ), Nay ( )]

FINANCE COMMITTEE RECOMMENDS: Approval [ Aye ( ), Nay ( ), Absent ( )]

*Article Information: Approval of this article would appropriate an addition \$20,000 to the Elementary School walk-in freezer / refrigerator replacement project. \$45,000 had been previously appropriated by the voters. With the current bidding environment, the lowest responsive bid was \$66,810.00. Approval of this article requires a 2/3 vote.*

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**FY2023 APPROPRIATION FOR FRANKLIN COUNTY TECHNICAL SCHOOL**

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**ARTICLE 4: AMEND FY 2023 FRANKLIN COUNTY TECHNICAL SCHOOL FUNDING**

To see if the Town will vote to amend Article 9 of the Annual Town Meeting Warrant, held on May 11, 2022, that raised and appropriated the sum of Five Hundred Thirty Thousand, Eight Hundred Seventy-five Dollars and No Cents (\$530,875.00) for secondary education and expenses at the Franklin County Technical School for fiscal year 2023 by changing the beginning date to July 1, 2022, or take any other action relative thereto.

SUBMITTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS: Approval [ Aye ( ), Nay ( ), Absent ( ) ]

*Article Information: Approval of this article amends article 9 of the Annual Town Meeting warrant for the Meeting held on May 11, 2022, that funds Erving's assessment to the Technical School and establishes the salary for Erving's representative to the Technical School Committee. Article 9 had included a clerical error that gave a beginning date of "July 1, 2023" and this article will change that date to "July 1, 2022." Approval of this article requires a majority vote.*

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**MULTI-YEAR CONTRACT AUTHORIZATIONS**

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**ARTICLE 5: AUTHORIZATION TO SIGN Four YEAR CONTRACT FOR WHEEL LOADER**

To see if the Town will vote to authorize the Select Board to enter into a four (4) year contract, with a qualified vendor for the lease and/or purchase of a wheel loader equipment for the Town, subject to the Select Board's determination that the contract is in the best interests of the Town and subject annually to Town Meeting approval for funding for these services, or take any other action relative thereto.

SUBMITTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS: Approval [ Aye ( ), Nay ( ), Absent ( ) ]

*Article Information: Approval of this article would authorize the Select Board to sign a four (4) year contract with a vendor to lease and/or purchase a wheel loader to be used in the public works departments. Approval of this article requires a majority vote.*

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In addition, you are hereby directed to serve the above warrant and to post attested copies as directed by vote of the Town at least fourteen (14) days before said meeting. Fail not and make do return of this warrant with your doings thereon to the Town Clerk for the day of said meeting.

Given under our hands this 29<sup>th</sup> day of **August 2022**.

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Jacob A. Smith, Chairman

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William A. Bembury

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Scott Bastarache

Erving Select Board

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**POSTING REQUIREMENT CERTIFICATION**

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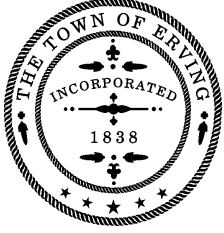
FRANKLIN SS      TOWN OF ERVING

I have served the above warrant by posting up attested copies, as directed by vote of the Town, at least fourteen (14) days before time of holding said meeting.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Erving Constable

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](mailto:administrator@erving-ma.gov)

Jacob A. Smith, Chair  
Scott Bastarache  
William A. Bembury  
*Select Board*

Bryan Smith  
*Town Administrator*

August 12, 2022

To: Select Board  
From: Bryan Smith, Town Administrator  
CC: Deborah Mero, Town Accountant

RE: Review of Special Articles

The transition to FY2023 is nearly complete and the final step is to determine which Special Article Funds are being closed out and which Funds are being carried forward into FY2023. The list of Special Articles with fund balances as of June 30, 2022, is attached for your review. I have requested that all Departments review their listed funds and to advise which funds can be closed. As a result, Departments have indicated that the following funds can be closed with the remaining fund balances returned to the General Fund:

| <b>Account #</b> | <b>Description</b>         | <b>Balance</b> |
|------------------|----------------------------|----------------|
| 01-141-901-57800 | Assessors Printer          | \$4,098.12     |
| 01-162-901-57800 | Ballot Counting Machine    | \$200.00       |
| 01-541-912-57800 | COA Wellness Room Upgrades | \$9,850.00     |

**Town of Erving**  
**All Departments Expenditure Report**  
**From 07/01/2021 to 06/30/2022**

| <b>01 - General Fund</b> |                                     |                  |                 |                |               |               |                    |              |
|--------------------------|-------------------------------------|------------------|-----------------|----------------|---------------|---------------|--------------------|--------------|
| <b>Account</b>           | <b>Description</b>                  | <b>Carry Fwd</b> | <b>Orig Bud</b> | <b>Amended</b> | <b>Encumb</b> | <b>Expend</b> | <b>Unencum Bal</b> | <b>% Exp</b> |
| 01-141-901-57800         | Assessors Printer                   | \$10,000.00      |                 |                |               | \$5,901.88    | \$4,098.12         | 59.01 %      |
| 01-141-902-57800         | Assessments Defense                 | \$98,981.70      |                 |                |               | \$7,896.00    | \$91,085.70        | 7.97 %       |
| 01-141-903-57800         | Assessors Software/Hardware Upgrade |                  |                 | \$25,000.00    |               | \$1,063.79    | \$23,936.21        | 4.25 %       |
| 01-142-901-53000         | Assessors Revaluation               | \$91,536.01      | \$25,000.00     |                |               | \$45,200.00   | \$71,336.01        | 38.78 %      |
| 01-152-901-57800         | Personnel Policy & Wage Study       | \$1,000.00       |                 |                |               |               | \$1,000.00         | 0.00 %       |
| 01-155-903-57800         | Computer Server                     | \$59,005.16      |                 |                |               |               | \$59,005.16        | 0.00 %       |
| 01-155-905-57800         | Computer Upgrades                   | \$226.83         |                 |                |               |               | \$226.83           | 0.00 %       |
| 01-155-906-57800         | Restore Permanent Records           | \$69,903.42      | \$20,000.00     |                |               |               | \$89,903.42        | 0.00 %       |
| 01-156-901-57800         | Codify Bylaws                       | \$5,574.50       |                 |                |               |               | \$5,574.50         | 0.00 %       |
| 01-158-901-53000         | Tax Title Foreclosure               | \$7,920.33       |                 |                |               |               | \$7,920.33         | 0.00 %       |
| 01-162-901-57800         | Ballot Counting Machine             | \$10,000.00      |                 |                |               | \$9,800.00    | \$200.00           | 98.00 %      |
| 01-179-904-57800         | Erving Ctr Village Plan             | \$5,282.88       |                 |                |               |               | \$5,282.88         | 0.00 %       |
| 01-181-904-57800         | Town-wide Sign Replacement          |                  | \$25,000.00     |                |               |               | \$25,000.00        | 0.00 %       |
| 01-192-902-57800         | P.B. Care Hist. Bldg. Enhancem      | \$8,673.34       |                 |                |               |               | \$8,673.34         | 0.00 %       |
| 01-192-903-57800         | Town Bldg. - Maintenance            | \$21,798.42      | \$30,000.00     |                |               | \$31,924.24   | \$19,874.18        | 61.63 %      |
| 01-192-908-57800         | Mothball & Planning Usher Boiler Rm | \$10,107.04      |                 |                |               |               | \$10,107.04        | 0.00 %       |
| 01-192-909-57800         | Town Hall Phones                    | \$2,224.00       |                 |                |               |               | \$2,224.00         | 0.00 %       |
| 01-192-912-57800         | Vegetation Control Usher Site       | \$1,091.05       |                 |                |               | \$300.00      | \$791.05           | 27.49 %      |
| 01-192-914-57800         | IP Mill Security/Safety/Maint       | \$5,062.59       |                 |                |               | \$911.47      | \$4,151.12         | 18.00 %      |
| 01-192-915-57800         | IP Mill Mkt Feas/Infrastr Study     | \$207.42         |                 |                |               |               | \$207.42           | 0.00 %       |
| 01-192-919-57800         | T Hall Lighting System              | \$3,502.69       |                 |                |               |               | \$3,502.69         | 0.00 %       |
| 01-192-922-57800         | Study & Renov Town Hall             | \$149,418.00     |                 |                |               |               | \$149,418.00       | 0.00 %       |
| 01-199-901-57800         | Around Town Newsletter              |                  | \$7,500.00      |                |               | \$7,500.00    |                    | 100.00 %     |
| 01-210-901-57800         | PD - Cruiser                        | \$5,699.55       |                 |                |               | \$895.00      | \$4,804.55         | 15.70 %      |
| 01-210-912-57800         | Police- Safety Speed Monitoring Equ | \$748.48         |                 |                |               |               | \$748.48           | 0.00 %       |
| 01-220-907-57800         | Fire Dept-Hoses & Accessories       | \$5,718.49       |                 |                |               | \$656.30      | \$5,062.19         | 11.47 %      |
| 01-220-912-57800         | Fire Dept Radios                    | \$3,630.12       |                 |                |               |               | \$3,630.12         | 0.00 %       |
| 01-220-916-57800         | Fire Dept-Portable Pumps            | \$4,935.00       |                 |                |               |               | \$4,935.00         | 0.00 %       |
| 01-220-917-57800         | Fire Dept-Skid Unit for Gator       | \$1,969.35       |                 |                |               |               | \$1,969.35         | 0.00 %       |
| 01-220-919-57800         | Fire Dept-Cab for Gator             | \$5,000.00       |                 |                |               |               | \$5,000.00         | 0.00 %       |
| 01-220-920-57800         | Fire Dept-GPS Units                 | \$1,469.05       |                 |                |               |               | \$1,469.05         | 0.00 %       |
| 01-220-921-57800         | Fire Dept-Hose & Gear Dryer         | \$5,500.00       |                 |                |               |               | \$5,500.00         | 0.00 %       |

**Town of Erving**  
**All Departments Expenditure Report**  
**From 07/01/2021 to 06/30/2022**

| 01 - General Fund |                                     |              |             |            |        |              |              |          |
|-------------------|-------------------------------------|--------------|-------------|------------|--------|--------------|--------------|----------|
| Account           | Description                         | Carry Fwd    | Orig Bud    | Amended    | Encumb | Expend       | Unencum Bal  | % Exp    |
| 01-220-922-57800  | Fire Dept Class A Uniforms          | \$672.90     |             |            |        |              | \$672.90     | 0.00 %   |
| 01-291-901-57800  | Radio & Emerg Communic Equipment    | \$39,167.04  | \$75,000.00 |            |        | \$97,725.61  | \$16,441.43  | 85.59 %  |
| 01-299-902-57800  | Defibulators                        | \$1,033.36   | \$12,000.00 |            |        | \$99.75      | \$12,933.61  | 0.76 %   |
| 01-301-902-57800  | EES Security Improvements           | \$7,799.71   |             |            |        |              | \$7,799.71   | 0.00 %   |
| 01-301-905-57800  | EES Track                           | \$14,000.00  |             |            |        |              | \$14,000.00  | 0.00 %   |
| 01-301-906-57800  | EES Classroom Furniture             | \$38,419.00  |             |            |        |              | \$38,419.00  | 0.00 %   |
| 01-301-907-57800  | EES Kitchen Equipment               | \$20,536.34  |             |            |        |              | \$20,536.34  | 0.00 %   |
| 01-301-908-57800  | EES Bills of Pr Yr                  |              |             | \$1,294.80 |        | \$1,294.80   |              | 100.00 % |
| 01-301-910-57800  | EES Event Chairs Replacement        | \$12,000.00  |             |            |        |              | \$12,000.00  | 0.00 %   |
| 01-301-912-57800  | EES Carpet Replacement              | \$60,000.00  | \$70,000.00 |            |        | \$107,212.00 | \$22,788.00  | 82.47 %  |
| 01-301-913-57800  | EES Window Shade Replacement        | \$30,000.00  |             |            |        |              | \$30,000.00  | 0.00 %   |
| 01-301-914-57800  | Walk-in Freezer/Frig Upgrade/Replac |              | \$45,000.00 |            |        |              | \$45,000.00  | 0.00 %   |
| 01-301-915-57800  | Phone System Upgrade/Replace        |              | \$5,000.00  |            |        |              | \$5,000.00   | 0.00 %   |
| 01-422-901-57800  | Misc. Bridge Repairs                | \$6,129.86   |             |            |        |              | \$6,129.86   | 0.00 %   |
| 01-422-904-57800  | Highway Road Work/Improvements      | \$188,895.92 |             |            |        | \$117,170.79 | \$71,725.13  | 62.02 %  |
| 01-422-907-57800  | Road Work-Pan Am Crossing           | \$40,000.00  |             |            |        |              | \$40,000.00  | 0.00 %   |
| 01-422-909-57800  | Rd&Sidewalks-River, Warner, Stracha | \$35,047.59  |             |            |        | \$35,047.59  |              | 100.00 % |
| 01-422-910-57800  | Mtn Rd Drainage/Ctr Cem Upgrade     |              | \$75,000.00 |            |        | \$23,401.21  | \$51,598.79  | 31.20 %  |
| 01-424-901-57800  | Streetlight Repair/Replace          | \$40,242.24  |             |            |        | \$13,050.00  | \$27,192.24  | 32.42 %  |
| 01-424-902-57800  | Street Light Expansion Project      | \$162.35     |             |            |        |              | \$162.35     | 0.00 %   |
| 01-429-904-57800  | Hwy Ford F550 Truck                 |              |             |            |        |              |              | 100.00 % |
| 01-429-913-57800  | Town Barn Repairs                   | \$5,000.00   |             |            |        |              | \$5,000.00   | 0.00 %   |
| 01-429-918-57800  | DPW Dry Storage Bldg                | \$177,084.42 |             |            |        | \$17,800.00  | \$159,284.42 | 10.05 %  |
| 01-429-919-57800  | Feasibility Study-Pub Works Office  | \$7,123.00   |             |            |        | \$7,123.00   |              | 100.00 % |
| 01-429-920-57800  | Solar Message Board & Tlr           | \$2,440.00   |             |            |        |              | \$2,440.00   | 0.00 %   |
| 01-429-921-57800  | Leaf Blower Equipment               |              | \$13,000.00 |            |        | \$10,879.99  | \$2,120.01   | 83.69 %  |
| 01-429-923-57800  | Tractor Replacement                 |              |             |            |        |              |              | 100.00 % |
| 01-433-901-57800  | Maple Ave Landfill-Closure          | \$11,282.80  |             |            |        |              | \$11,282.80  | 0.00 %   |
| 01-433-903-57800  | Solid Waste Roll-off                |              | \$5,000.00  |            |        |              | \$5,000.00   | 0.00 %   |
| 01-491-902-57800  | New Cemetery Feasibility & Prep     |              | \$50,000.00 |            |        |              | \$50,000.00  | 0.00 %   |

**Town of Erving**  
**All Departments Expenditure Report**  
**From 07/01/2021 to 06/30/2022**

| <b>01 - General Fund</b>       |                                     |                       |                     |                    |               |                     |                       |                |
|--------------------------------|-------------------------------------|-----------------------|---------------------|--------------------|---------------|---------------------|-----------------------|----------------|
| <b>Account</b>                 | <b>Description</b>                  | <b>Carry Fwd</b>      | <b>Orig Bud</b>     | <b>Amended</b>     | <b>Encumb</b> | <b>Expend</b>       | <b>Unencum Bal</b>    | <b>% Exp</b>   |
| 01-541-904-57800               | Sr Ctr Exit Roofs                   | \$3,200.00            |                     |                    |               |                     | \$3,200.00            | 0.00 %         |
| 01-541-906-57800               | Sr Ctr Fitness Equipment            | \$6,700.00            |                     |                    |               |                     | \$6,700.00            | 0.00 %         |
| 01-541-911-57800               | Sr & Cmnty Ctr-HVAC System          | \$25,275.00           |                     |                    |               |                     | \$25,275.00           | 0.00 %         |
| 01-541-912-57800               | COA Wellness Room Upgrades          | \$9,850.00            |                     |                    |               |                     | \$9,850.00            | 0.00 %         |
| 01-610-902-57800               | Library Computers & Assessories     | \$227.27              |                     |                    |               |                     | \$227.27              | 0.00 %         |
| 01-610-907-57800               | Library Expenses-Dog Fund Close Out | \$1,508.40            |                     |                    |               |                     | \$1,508.40            | 0.00 %         |
| 01-650-903-57800               | Resurf Tennis Courts Vets Park      | \$63,000.00           |                     |                    |               |                     | \$63,000.00           | 0.00 %         |
| 01-650-904-57800               | Roofs-Bath House & Shed Zilinski    | \$1,736.64            |                     |                    |               |                     | \$1,736.64            | 0.00 %         |
| 01-650-906-57800               | Volley Ball Court-Zilinski Park     | \$5,000.00            |                     |                    |               |                     | \$5,000.00            | 0.00 %         |
| 01-650-907-57800               | ADA Compl & Upgrades Zilinski Park  | \$30,000.00           |                     |                    |               |                     | \$30,000.00           | 0.00 %         |
| 01-650-908-57800               | Riverfront Park-Electric Service &  | \$23,258.16           |                     |                    |               |                     | \$23,258.16           | 0.00 %         |
| 01-650-909-57800               | Park St Park Renov & Improv         | \$50,570.76           |                     |                    |               | \$29,187.38         | \$21,383.38           | 57.71 %        |
| 01-650-910-57800               | Zilinski Park Dugout Replacement    | \$15,000.00           |                     |                    |               |                     | \$15,000.00           | 0.00 %         |
| 01-650-911-57800               | Riverfront Park Water Tower Assessm |                       | \$20,000.00         |                    |               | \$15,300.00         | \$4,700.00            | 76.50 %        |
| 01-650-912-57800               | Park Grant Writer                   |                       | \$20,000.00         |                    |               |                     | \$20,000.00           | 0.00 %         |
| 01-691-901-57800               | Historical Bldg Security Cameras    | \$2,000.00            |                     |                    |               |                     | \$2,000.00            | 0.00 %         |
| 01-691-902-57800               | Historical Bldg Improvements        | \$3,600.00            |                     |                    |               |                     | \$3,600.00            | 0.00 %         |
| <b>903 - 903 Total</b>         |                                     | <b>\$1,574,148.18</b> | <b>\$497,500.00</b> | <b>\$26,294.80</b> |               | <b>\$587,340.80</b> | <b>\$1,510,602.18</b> | <b>31.31 %</b> |
| <b>01 - General Fund Total</b> |                                     | <b>\$1,574,148.18</b> | <b>\$497,500.00</b> | <b>\$26,294.80</b> |               | <b>\$587,340.80</b> | <b>\$1,510,602.18</b> | <b>27.99 %</b> |



**Town of Erving**  
**All Departments Expenditure Report**  
**From 07/01/2021 to 06/30/2022**

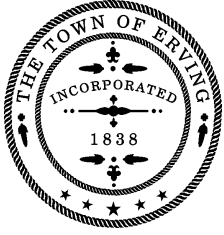
| <b>24 - PEG Access &amp; Cable Related</b>       |                              |                    |                 |                |               |                   |                    |                |
|--------------------------------------------------|------------------------------|--------------------|-----------------|----------------|---------------|-------------------|--------------------|----------------|
| <b>Account</b>                                   | <b>Description</b>           | <b>Carry Fwd</b>   | <b>Orig Bud</b> | <b>Amended</b> | <b>Encumb</b> | <b>Expend</b>     | <b>Unencum Bal</b> | <b>% Exp</b>   |
| 24-155-901-57800                                 | Equipment to Televis Meeting | \$30,000.00        |                 |                |               | \$9,150.60        | \$20,849.40        | 30.50 %        |
| <b>903 - 903 Total</b>                           |                              | <b>\$30,000.00</b> |                 |                |               | <b>\$9,150.60</b> | <b>\$20,849.40</b> | <b>30.50 %</b> |
| <b>24 - PEG Access &amp; Cable Related Total</b> |                              | <b>\$30,000.00</b> |                 |                |               | <b>\$9,150.60</b> | <b>\$20,849.40</b> | <b>30.50 %</b> |

**Town of Erving**  
**All Departments Expenditure Report**  
**From 07/01/2021 to 06/30/2022**

| <b>60 - Wastewater Enterprise</b>       |                              |                     |                    |                |               |                     |                     |                |
|-----------------------------------------|------------------------------|---------------------|--------------------|----------------|---------------|---------------------|---------------------|----------------|
| <b>Account</b>                          | <b>Description</b>           | <b>Carry Fwd</b>    | <b>Orig Bud</b>    | <b>Amended</b> | <b>Encumb</b> | <b>Expend</b>       | <b>Unencum Bal</b>  | <b>% Exp</b>   |
| 60-902-003-57800                        | Sewer Maint/Repairs/Emer.    | \$1,995.44          |                    |                |               | \$1,873.52          | \$121.92            | 93.89 %        |
| 60-903-005-57800                        | Sewer Manhole Replacement    | \$4,689.40          |                    |                |               |                     | \$4,689.40          | 0.00 %         |
| 60-906-008-57800                        | Legal/Consulting             | \$125.81            |                    |                |               |                     | \$125.81            | 0.00 %         |
| 60-910-115-57800                        | Wastewater Copier            | \$4,122.01          |                    |                |               |                     | \$4,122.01          | 0.00 %         |
| 60-912-216-57800                        | Ren Pump Sta-2 Pumps & Rails | \$5,263.25          |                    |                |               |                     | \$5,263.25          | 0.00 %         |
| 60-913-118-57800                        | POTW- Bills of Prior Yr      |                     |                    | \$70.60        |               | \$70.60             |                     | 100.00 %       |
| 60-913-218-57800                        | POTW#1 Double Barrel Siphon  | \$27,899.36         |                    |                |               |                     | \$27,899.36         | 0.00 %         |
| 60-913-219-57800                        | Upgrade Nfld Rd to Care Dr   | \$149,297.80        |                    |                |               |                     | \$149,297.80        | 0.00 %         |
| 60-913-220-57800                        | 2019 Ford 250 Truck & Equip  | \$3,724.67          |                    |                |               | \$1,159.96          | \$2,564.71          | 31.14 %        |
| 60-913-221-57800                        | Wastewater Autoclave         | \$2,184.21          |                    |                |               |                     | \$2,184.21          | 0.00 %         |
| 60-913-222-57800                        | POTW#1 Generator Replacement | \$116,562.50        |                    |                |               | \$116,562.50        |                     | 100.00 %       |
| 60-913-223-57800                        | Smoke & Dye Testing          |                     | \$60,000.00        |                |               | \$48,195.00         | \$11,805.00         | 80.32 %        |
| <b>903 - 903 Total</b>                  |                              | <b>\$315,864.45</b> | <b>\$60,000.00</b> | <b>\$70.60</b> |               | <b>\$167,861.58</b> | <b>\$208,073.47</b> | <b>44.65 %</b> |
| <b>60 - Wastewater Enterprise Total</b> |                              | <b>\$315,864.45</b> | <b>\$60,000.00</b> | <b>\$70.60</b> |               | <b>\$167,861.58</b> | <b>\$208,073.47</b> | <b>44.65 %</b> |

**Town of Erving**  
**All Departments Expenditure Report**  
**From 07/01/2021 to 06/30/2022**

| <b>61 - Water Enterprise</b>       |                              |                       |                     |                    |               |                     |                       |                |
|------------------------------------|------------------------------|-----------------------|---------------------|--------------------|---------------|---------------------|-----------------------|----------------|
| <b>Account</b>                     | <b>Description</b>           | <b>Carry Fwd</b>      | <b>Orig Bud</b>     | <b>Amended</b>     | <b>Encumb</b> | <b>Expend</b>       | <b>Unencum Bal</b>    | <b>% Exp</b>   |
| 61-450-901-57800                   | Water Meter Reading Device   | \$750.00              |                     |                    |               |                     | \$750.00              | 0.00 %         |
| 61-450-902-57800                   | Well House Improvements      | \$9,643.48            |                     |                    |               |                     | \$9,643.48            | 0.00 %         |
| 61-450-903-57800                   | Water Dept-2 Propane Heaters | \$3,000.00            |                     |                    |               |                     | \$3,000.00            | 0.00 %         |
| 61-450-904-57800                   | Water Tank Inspection        | \$710.00              |                     |                    |               |                     | \$710.00              | 0.00 %         |
| 61-450-906-57800                   | Wellhouse- Generator         | \$2,970.79            |                     |                    |               |                     | \$2,970.79            | 0.00 %         |
| 61-450-907-57800                   | Water Dept Sampling Stations | \$10,000.00           |                     |                    |               |                     | \$10,000.00           | 0.00 %         |
| <b>903 - 903 Total</b>             |                              | <b>\$27,074.27</b>    |                     |                    |               |                     | <b>\$27,074.27</b>    | <b>0.00 %</b>  |
| <b>61 - Water Enterprise Total</b> |                              | <b>\$27,074.27</b>    |                     |                    |               |                     | <b>\$27,074.27</b>    | <b>0.00 %</b>  |
| <b>Grand Total</b>                 |                              | <b>\$1,947,086.90</b> | <b>\$557,500.00</b> | <b>\$26,365.40</b> | <b>\$0.00</b> | <b>\$764,352.98</b> | <b>\$1,766,599.32</b> | <b>30.20 %</b> |



# 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](mailto:administrator@erving-ma.gov)

Jacob A. Smith, Chair  
Scott Bastarache  
William A. Bembury  
*Select Board*

Bryan Smith  
*Town Administrator*

August 26, 2022

To: Select Board  
From: Bryan Smith, Town Administrator  
RE: Surplus Real Property & Sale of 18 Pleasant Street & 17 Moore Street

### **Background:**

The voters authorized the Select Board to dispose of 18 Pleasant Street with the unanimous approval of Article 19 of the Annual Town Meeting held on May 12, 2021, and to dispose of 17 Moore Street with the unanimous approval of Article 11 of the Special Town Meeting held on March 05, 2022.

The Town re-issued the request for proposals (RFP) for the acquisition of the former Graded School and Library properties in accordance with MGL Chapter 30B § 16. As the Select Board previously considered, the Town issued the RFP with the following advertising dates:

|                                      |                                                   |
|--------------------------------------|---------------------------------------------------|
| Post at Town Hall:                   | Wednesday, April 27, 2022                         |
| Available on Town Website:           | Wednesday, April 27, 2022                         |
| Publish in the Central Register:     | Wednesday, April 27, 2022                         |
| Legal Advertisement in the Recorder: | Wednesday, April 27, 2022 & Tuesday, May 03, 2022 |

The Town conducted one (1) Site Visit on Wednesday, May 04, 2022 and issued one (1) addendum on June 06, 2022. The RFP submission deadline was Wednesday, June 08, 2022. As of the deadline, the Town received one (1) submission from Obear Construction.

On June 21, 2022, the Select Board reviewed the RFP submission and deemed the submission to be highly advantageous and to allow the Town to work with the proposer on the necessary steps to sell the properties. The required DCAMM Beneficial Interest in Public Property Disclosure was confirmed as received by DCAMM on July 19, 2022.

The Town has drafted a purchase and sale agreement for both properties that is being reviewed by Town Counsel. We believe we are ready to proceed with the sale of the properties and I would propose that the Select Board consider taking the following votes:

**Suggested Vote Language:**

A motion to deem 18 Pleasant Street (parcel ID: 4-5-73) as surplus real property and to sell the real property to Obear Construction Company, Inc. of 34-A East Main Street, Millers Falls, MA 01349, having submitted a highly advantageous proposal through the request for proposals process, in the amount of \$10,000.00, and to authorize \_\_\_\_\_ to execute all necessary agreements on behalf of the Select Board to complete the sale.

A motion to deem 17 Moore Street (parcel ID: 4-5-16) as surplus real property and to sell the real property to Obear Construction Company, Inc. of 34-A East Main Street, Millers Falls, MA 01349, having submitted a highly advantageous proposal through the request for proposals process, in the amount of \$5,000.00, and to authorize \_\_\_\_\_ to execute all necessary agreements on behalf of the Select Board to complete the sale.

**DBEAR CONSTRUCTION COMPANY, INC. PROPOSAL FOR  
“ACQUISTION & REDEVELOPMENT INTEREST OF  
THE FORMER ERVING GRADED SCHOOL & LIBRARY  
ELECTRONIC VERSION - FLASH DRIVE**



**Addressed to:**

**Town of Erving  
Attn: Bryan Smith, Town Administrator  
12 East Main Street  
Erving, MA 01344**

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Obear Construction Company, Inc.  
34-A East Main Street, Millers Falls, MA. 01349  
Telephone: 413-367-3053

June 7, 2022

Town Administrator's Office  
Town of Erving  
12 East Main Street  
Erving, MA 01344

**RE: "Proposal for ACQUISITION & REDEVELOPMENT OF THE FORMER  
ERVING GRADED SCHOOL & LIBRARY"**

Obear Construction Company, Inc., is pleased to present the Town of Erving with our response to the April 27, 2022 Request for PROPOSAL FOR ACQUISITION AND REDEVELOPMENT OF THE FORMER ERVING GRADED SCHOOL and LIBRARY, located at 18 Pleasant Street and 17 Moore Street in Erving, MA with addenda update posted June 6, 2022.

Obear Construction Company, Inc. is a privately-owned company in the State of Massachusetts. As owner, I will serve as the primary contact for all RFP-related communications, including any requests for clarification or other communications needed. My contact information is as follows:

Robert G. Obear  
Obear Constructions Company, Inc., Owner  
34-A East Main Street  
Millers Falls, MA. 01349

Cell: 413-537-5953  
Email: [rgobear@gmail.com](mailto:rgobear@gmail.com)

As instructed, I have provided one non-priced original for each property, one sealed submission clearly marked "price proposal" for each property, and one flash drive copy. Obear Construction Company, Inc. has built a reputation for preserving blighted and historical buildings. We pride ourselves on unique preservation while creating useful spaces for residential and commercial uses.

We will carry out all obligations and responsibilities with this project, if awarded, in the same high quality, professional, and successful manner to which our clients, residents, and local and state agencies have become accustomed. Obear Construction Company, Inc. also reserves the right to form and hold the properties under a stand-alone, sole member, Limited Liability Company. Thank you for this opportunity.

Sincerely,

Robert G. Obear, President  
Obear Construction Company, Inc.





# PINNACLE

*Financial Services, LLC*

P.O. Box 290 Bloomfield Ct 06002

Phone: (860) 218-2278 Fax: (860) 218-2279

Ian@PinnacleFinancialLLC.com

6/6/2022

EDS Enterprises LLC  
47 West Chestnut Hill Road  
Miller Falls, MA 01349

**RE:** 18 Pleasant Street and  
17 Moore Street  
Erving, MA 01344

**Proof of Funds Letter**

EDS Enterprises LLC has a \$600,000.00 line of credit available to purchase the above referenced property. Please feel free to contact me with any questions.

Sincerely,

Ian A. Cohen  
Managing Member  
Pinnacle Financial Services, LLC

# Robert G. Obear Jr.

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47 West Chestnut Hill rd. Montague, Ma 01351 | 413-367-2424 | rgobear@gmail.com

## Responsibilities

- President of Obear Construction Co Inc. 11 full time employees and 6 part time subcontractors
- Managing Principal of Pioneer Valley Redevelopers LLC, East Main Street Realty, LLC., and EDS Enterprises, LLC.
- Massachusetts court approved Receiver
- Manager Chief of Operations Millers Falls Laundry Company

## CURRENT PROJECTS

- Amidon Block, 41 Millers Falls MA- 8 Unit Commercial Mixed-Use Renovation
- The Millers Fall Inn, 38 East Main St Millers Falls, 11 Unit Residential Renovation
- Railroad Salvage Annex Project, Turners Falls Ma, 18 Unit Mixed Use Mill Renovation
- Currently holding appointments as Receiver on 4 properties
- Renovation and Redevelopment of the Historic Whatley School House at 219 Christian Lane Whatley MA
- Custom Home build 530 Federal Street, Montague, MA.
- Several various home projects including: garage addition, porch addition, custom kitchen and bath, and roofing

## Skills & Abilities

### MANAGEMENT

- Currently managing operations for a medium sized construction firm, Obear Construction Co Inc. Day to day activities include, scheduling, employee management, tax- compliance, purchasing, sales and business development.
- Principle of Pioneer Valley Redevelopers LLC, East Main Street Realty, LLC, and EDS Enterprises, LLC. residential real estate re-developer, specializing in land development, and single/multi residential homes, the restoration of blighted neighborhoods, and management of residential multi-family units.
- Manage 50 units of residential housing throughout Franklin County and Athol

### SALES

- Primary role in marketing for Obear Construction Co Inc. Creating new leads and turnover into client relationships
- Marketing and sales of rehabilitated homes and rental units
- Management of social media websites and accounts for Obear Construction Co, and Pioneer Valley Redevelopers
- Market research and identification of properties for investment.

### COMMUNICATION

- Daily management of client relationships, Employee relations, and dispute resolution.
- Tenant management, rental agreements,

### LEADERSHIP

- 2011 – Present Montague MA, Planning Board Member
- 2017- Present Capital Improvement Committee Montague Ma

## **Completed Projects**

### **PIONEER VALLEY REDEVELOPERS LLC 2015 THRU 2021**

- Whole house renovation and sale 184 Greenwich Plains Rd Ware, Ma
- Whole house renovation and sale 46 Eddy St Ware, Ma
- Whole house renovation and sale 27 North Leverett Rd Montague, Ma
- Whole house renovation and sale 147 Russelville Rd Southampton, Ma
- Whole house renovation and conversion to rental 55 Eleventh St Turners Falls, Ma
- Triplex renovation and remarketed as rental 62Morse Village Rd Wendell, Ma
- Whole house renovation and conversion to rental 1 Elm St Wendell, Ma
- Duplex renovation and conversion to rental property 142-144 Maple St. Warren, Ma
- Purchase and remarketed 3 site subdivision 332,334,336 Long Plain Rd Leverett, Ma
- Whole house renovation and sale of 72 Mechanic St Orange Ma
- Whole house renovation and sale of 24 Russ Street, Orange, Ma.
- Whole house renovation and listing of 136 Buckland Road, Ashfield, Ma.
- Whole house renovation and sale of 18 River Street Street, Erving, Ma.
- Whole house renovation and conversion to rental property 22 West Main Street, Millers Falls, Ma.
- Development of multiple residential properties and conversion to rental stock

### **COMPLETED PROJECTS 2016 THRU 2021**

#### **OBEAR CONSTRUCTION CO. INC.**

- Commercial restaurant build-out and addition Center St Northampton, Ma
- Exclusive contract with Pioneer Valley Redevelopers LLC
- New kitchen and bathroom private residence Erving MA
- Ashfield Stone Company new production facility Shelburne, Ma
- Major kitchen remodel and office addition Montague, Ma
- New in-law apartment renovation Montague Ma
- New office suite conversion Northampton, Ma
- New home construction Spring Valley Rd Belchertown, Ma
- Blue homes hybrid modular site built custom home Leverett Ma
- Victorian era home complete renovation 72 Prospect St Greenfield Ma
- Custom Barn Long Plain Rd Leverett Ma
- 3200sq ft Tier 3 Energy Star Home under construction 336 Long plain Rd, Leveret, MA
- 4000sq ft Single Family home renovation 91 Baker Rd, Shutesbury, Ma
- 3200sq ft Victorian Renovation 72 Prospect St Greenfield Ma
- 6 Unit rehab 110L St Turners Falls
- 3 Unit rehab 111L St, Turners Falls
- 132L St Turners Falls 8 Unit Residential Renovation
- 132 Davis St Greenfield, 4 Unit Residential Rehab and Renovation
- Custom Home build 332 Long Plain Rd Leverett MA

- Renovation Of 59 River Rd Whatley Ma, Duplex Style Farm Property on 34 Acres
- Railroad Salvage Annex Project, Turners Falls Ma, Mixed Use Mill Renovation
- Currently holding appointments as Receiver on 136 Buckland Road in Ashfield, 40-42 James Street in Holyoke, and 89 West Main Street in Orange.
- Renovation of 268 school St Athol, Ma. 7 residential unit building
- Downtown Millers Falls Revitalization of 6 vacant mixed-use Buildings, 26-28 East Main Street, 30 East Main Street, 34/34R East Main Street, 38 East Main Street, and 41 East Main Street.
- Custom Home build of 3900 square foot at 530 Federal Street in Montague

# TRACY MINER

30 Hillside Road, Montague, MA. 01351

Telephone: (413) 325-1997

## POSITION

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Operations Management / Property and Facilities Management and Maintenance

## WORK HISTORY

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Obear Construction Company, Inc.

Position: Operations Manager 6/2017 - Present

Supervisor: Robert Obear

Franklin County Regional Housing & Redevelopment Authority

Position: Director of Asset Management 1/2012 – 5/2017

Supervisor: Robin Sherman

Position: Housing Management Assistant 10/1990 - 1/2012

Supervisor: Terri Doherty

### Position Responsibilities:

- ❖ Oversee operations, administration, management and maintenance for Obear Construction and rental units in Franklin County and Athol.
- ❖ Supervise office, maintenance and property management staff.
- ❖ Develop, implement and monitor new and existing policies and procedures to include local, state, and federal laws and regulations, emergency management systems, Massachusetts State Sanitary and building codes and Housing Quality Standards.
- ❖ Develop, implement and monitor operating budgets totaling over \$2 million dollars.
- ❖ Develop, implement and monitor preventative maintenance and capital improvement plans.
- ❖ Develop, implement and monitor inventory and work order systems.
- ❖ Part of the agency's development team overseeing rehab projects totaling over \$4 million dollars. These projects include substantial/gut rehab to 38/41 East Main Street in Millers Falls, custom home builds and other related projects.
- ❖ Create solicitations, contracts, provide direct vendor and contractor oversight, and maintain budgets for all purchases and procurements.
- ❖ Work closely with local law enforcement, social service agencies, attorneys, local, state and federal governments, Housing Authorities, and other related agencies.

- ❖ Extensive experience with mediation, substance abuse, reasonable accommodations and non-smoking in tenancy
- ❖ Provided direct property management services including, rent collection, lease up, recertifications, evictions, and other related duties.

## EDUCATION/CERTIFICATIONS

---

- ❖ Mahar Regional High School
- ❖ Greenfield Community College with studies in English and computer programs
- ❖ 2000-2015 Low Income Housing Tax Credit certification C3P designation
- ❖ 2010 Nuts and Bolts for Asset Management certification
- ❖ 2011 Nonprofit Housing Management Specialist certification
- ❖ 2011 Supportive Housing for Tenants and Communities certification
- ❖ 2011 Department of Housing & Community Development Facility Management for Physical Condition and Standards certification
- ❖ 2011 Property Management for Scattered Site certification
- ❖ 2012 Rental Property Management (HAP Housing) certification
- ❖ 2012 Drugs & Alcohol in Housing, Hoarding, Reasonable Accommodations (TAP) training
- ❖ 2016 Fair Housing certification (MCAD)
- ❖ 2016 Financial Elements (Massachusetts Public Housing Administration) certification
- ❖ 2016 Maintenance & Modernization (Massachusetts Public Housing Administration) certification

## INTERESTS/ABILITIES

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- ❖ Proficient in Microsoft Office (Word, PowerPoint, Excel).
- ❖ 30 years' experience in accounting.
- ❖ Strong organization skills, ability to multitask, and detailed.
- ❖ Strong communication skills.
- ❖ Self-starter, enjoy challenges and working with the public, can work independently or in a team atmosphere, strong work ethic, loyal, and reliable.

**Contact Information:**

**Developer/Owner:**

Robert Obear  
34 A East Main Street, Millers Falls, MA. 01349  
Telephone: 413-537-5953  
Email: [rgobear@gmail.com](mailto:rgobear@gmail.com)

**Property/Project Oversight/Management:**

Tracy Miner, Operations Manager  
34 A East Main Street, Millers Falls, MA. 01349  
Telephone: 413-325-1997  
Email: [obearconstruction@gmail.com](mailto:obearconstruction@gmail.com)

**Bookkeeping/Office Administrator:**

Samantha Calden, Office Administrator  
34 A East Main Street, Millers Falls, MA. 01349  
Telephone: 413-367-3053  
Email: [obearconstruction@gmail.com](mailto:obearconstruction@gmail.com)

**Historical Consultant:**

Christopher Sawyer-Laucanno, Ph.D., Historical Consultant  
70 Prospect Street, Turners Falls, MA. 01376  
Telephone: 413-863-3027  
Email: [csl@mit.edu](mailto:csl@mit.edu)

**Attorney Kevin Parsons**

Shelburne Falls, MA.  
Telephone: 413-522-5200  
[email: kevinparsonsattorney@yahoo.com](mailto:kevinparsonsattorney@yahoo.com)

**Managing Member Ian Cohen**

Pinnacle Financial Services, LLC.  
P.O. Box 290  
Bloomfield, CT. 06002  
[Ian@PinnacleFinancialLLC.com](mailto:Ian@PinnacleFinancialLLC.com)

## **DEVELOPMENT OBJECTIVES/MISSION STATEMENT:**

Obear Construction Company, Inc. seeks approval to acquire and redevelop The Former Erving Graded School site at 18 Pleasant Street into a multi-family residential property, returning the property to the private market. Simultaneously, we are requesting approval to redevelop the Old Erving Library at 17 Moore Street into a single-family residential home, returning this property to the private market.

Our development plan encompasses two separate projects. The first phase pertains to the renovation of the Former Erving Graded School and our commitment to create 4 one-bedroom units of upscale residential housing. The second phase will consist of renovation to the Old Erving Library to create an attractive single family three-bedroom home. The goal for both projects is to maintain the unique history, characteristics and appearance of the buildings while creating new high-end energy efficient housing. Additionally, the renovation of each property will enroll the properties back onto the Town of Erving's tax base generating revenue as privately owned properties.

Impact Statement: We aim to limit the impact of our develop project on the local residential neighborhood. We agree to work during standard business hours of 7:00am-5:00pm Monday through Saturday.

We are pleased to offer our proposal to the Town of Erving as follows:

The developer's primary goals include but are not limited to:

- 1) Enter into a purchase and sale agreement with the Town of Erving for both parcels
- 2) Finalize design and permit process late-2022.
- 3) Renovate the Former Erving Graded School to create a community living environment
- 4) Renovate the Former Erving Library to create a three-bedroom residential home.
- 5) Generate tax revenue for the town of Erving through redevelopment of both parcels.
- 6) Generate temporary construction jobs.
- 7) Generate permanent property administration and maintenance positions for the care of the property.
- 8) Generate local revenue for the Town during construction.

With the developer/construction/property management company located in the Town of Montague, Village of Millers Falls, the temporary and permanent employment positions created will have an economic impact specifically to the Town of Erving and Village of Millers Falls stores, eateries and other services offered.

### **Existing Conditions:**

The developer "Obear Construction Company, Inc." has viewed the site in the RFP as listed as follows:

Former Erving Graded School: The gross building area is approximately 10,026 sq. ft. with the finished building area being 6,528 sq. ft. Existing conditions viewed show improvements needed with mechanical systems, electrical, plumbing, exterior improvements, increased landscaping and reduce curbcuts, and interior improvements all based on future property use as outlined in this proposal. Additionally, any areas containing asbestos/lead will be remediated as needed. Further details are outlined under proposed renovations.



## **PROPOSED RENOVATIONS (Former Erving Graded School):**

### **Exterior Renovations:**

Minor changes are necessary to promote a residential appeal. These improvements shall include exterior cleaning of the masonry, painting of exterior wood details, and repair of existing windows and doors or full replacements. We intend to make improvements to meet current energy efficient standards having a direct impact on the thermal envelop of the building. Our plans include restoration of the exterior facade of the building. Landscaping improvements will create a more inviting residential atmosphere. Through a reduction of the current curb cut and the imperviable surfaces of the current parking area, we will achieve a softening of the landscape and the overall curb appeal. Landscaping plans include perennial flower beds, native species of flowers, soft shrubbery and birch trees lending to the attractiveness of current residential neighborhood. We will provide a reduction in driveway area while maintaining adequate parking for the residential units and spaces for guests for a total of eight spaces. Our plans include utilizing exterior down lighting to add ambiance to the property and minimize impact to the surrounding neighbors. The property will also be equipped with exterior security cameras for the property's preservation. Recycling and rubbish removal will be provided onsite. Other amenities will include on site laundry, lawn and snow care and maintenance staff for all necessary repairs, capital improvements and emergency service. Landscaping will be included around rubbish receptacles to provide shielding.

### **Interior Renovations:**

Interior renovations will include the creation of 4 one-bedroom units of residential living space. The units will consist of an open concept living room/kitchen space, one full bathroom, and one bedroom. The open concept floor plan allows for spacious and more desirable living for residents. The addition of high-end kitchens and tasteful bathroom finishes along with high ceilings, large windows and historic charm, will produce a high end finished product for the Town of Erving residents. Our plan includes the utilization of the existing chair lift allowing the first-floor residents the option of handicap accessibility. Our current plan utilizes the use of the existing interior staircases to preserve the historic character of the original schoolhouse corridor.

Our goal is to use energy efficient LED lighting fixtures, energy efficient heating upgrades, and low use water systems to the best of our ability. The developer reserves the right to alter or modify his planned use if the market demand changes. Subject to allowable uses under current zoning regulations in addition to or in place of the initial intended and described use.

The building will be supplied with a fire suppression system and required smoke/carbon monoxide detection systems as well. All asbestos and lead hazards will be remediated in the property where necessary.

At the conclusion of the property's renovation, we will lease the units at market rate and maintain/manage the property under our current portfolio.

## **PROPOSED RENOVATIONS (Former Erving Library):**

### **Exterior Renovations:**

Minor changes may be made to promote a residential appeal. These improvements shall include exterior cleaning of the siding and painting of any wood trim, repair/replacement of existing windows and doors. We will add additional fenestration to the backside of the building to accommodate more natural light and a connection to the outdoors of the property. All replacements will be compatible with current style and energy efficient. Remove commercial style entry to the front in order to install a period style door that matches the time period of the building while adding a residential feel. Expand the depth of the driveway to accommodate a three-bedroom single-family home and focus the foot traffic to the rear of the home.

### **Interior Renovations:**

Interior renovations will include the creation of three bedrooms, open living room/kitchen concept and include one full bathroom and ample closet space throughout. Maintaining the open living concept of the main room is appealing in today's home styles. The existing rear entry of the building will be utilized as the primary home entrance. Offering space to accommodate a mud room which will include washer/dryer hookup and storage area.

Our goal is to use energy efficient fixtures, new residential heating system, and low use water systems to the best of our ability. The developer reserves the right to alter or modify his planned use if the market demand changes. Subject to allowable uses under current zoning regulations in addition to or in place of the initial intended and described use.

At the conclusion of the property's renovation, it is our intention to place the property on the market for sale and improve the Town of Erving's housing stock.

## **IMPLEMENTATION/TIMETABLE/CONSTRUCTION SCHEDULE (Erving Graded School):**

Our basic plan is as follows:

### **Zoning Approval – 3 - 4 Months**

- FINALIZE SALE SUBJECT TO ZONING APPROVAL AND COMPLIANCE

### **Permitting – 4 – 5 months**

- SECURE BUILDING AND FINALIZE DESIGN AND OBTAIN BUILDING PERMITS
- PERMITTING FOR SPRINKLER AND FIRE SYSTEMS (Erving Graded School Only)

### **Building and Site Clean-up – 5 – 6 months**

- BEGIN DEMOLITION AND CLEAN OUT ASSESSMENT OF THE BUILDING
- REMEDIATE ASBESTOS/LEAD (if necessary)

### **Removal of deteriorated structural elements – 6 months – Year 1**

- BEGIN EXTERIOR REPAIRS/REPLACEMENTS/IMPROVEMENTS
- OTHER SELECTIVE DEMO
- BEGIN MECHANICAL REPLACEMENTS
- BEGIN ROUGH ELECTRICAL AND PLUMBING

### **Replacement of components – 9 months – Year 1**

- ADDRESS WINDOW REPAIR/REPLACEMENT
- REPAIR TO MASONRY and exterior finishes (Erving Graded School)
- REPAIR AND PAINT EXTERIOR TRIM
- REPAIR BASEMENT ENTRY
- REPAIR/REPLACEMENT EXTERIOR DOORS
- FRAMING OF INTERIOR/INSULATION
- FLOORING REPAIRS/FINISHES
- SPRINKLER SYSTEM INSTALLATION

#### **Continuation of Work 1 – 1 year and 6 months**

- FINISH ELECTRICAL SERVICE/FIXTURE
- FINISH PLUMBING SERVICE/FIXTURES
- FINISH HVAC SYSTEMS
- INSTALL BATHROOM FIXTURES
- INSTALL KITCHEN CABINETS/COUNTERTOPS
- PAINTING
- FINAL RENOVATION COMMON SPACES
- FINAL PERMIT SIGN OFFS
- FINAL LANDSCAPING
- LEASE UNITS

#### **IMPLEMENTATION/TIMETABLE/CONSTRUCTION SCHEDULE (Old Erving Library):**

Our basic plan is as follows:

#### **Zoning Approval – 3 - 4 Months**

- FINALIZE SALE SUBJECT TO ZONING APPROVAL AND COMPLIANCE

#### **Permitting – 4 – 5 months**

- SECURE BUILDING AND FINALIZE DESIGN AND OBTAIN BUILDING PERMITS
- PERMITTING FOR SPRINKLER AND FIRE SYSTEMS (Erving Graded School Only)

#### **Building and Site Clean-up – 5 – 6 months**

- BEGIN DEMOLITION AND CLEAN OUT ASSESSMENT OF THE BUILDING
- REMEDIATE ASBESTOS/LEAD (if necessary)

#### **Removal of deteriorated structural elements – 6 months – Year 1**

- BEGIN EXTERIOR REPAIRS/REPLACEMENTS/IMPROVEMENTS
- OTHER SELECTIVE DEMO
- BEGIN MECHANICAL REPLACEMENTS
- BEGIN ROUGH ELECTRICAL AND PLUMBING

#### **Replacement of components – 9 months – Year 1**

- ADDRESS WINDOW REPAIR/REPLACEMENT
- REPAIR AND PAINT EXTERIOR TRIM
- REPAIR BASEMENT ENTRY
- REPAIR/REPLACEMENT EXTERIOR DOORS

- FRAMING OF INTERIOR/INSULATION
- FLOORING REPAIRS/FINISHES

**Continuation of Work – 1 year - 1 year and 6 months**

- FINISH ELECTRICAL SERVICE/FIXTURE
- FINISH PLUMBING SERVICE/FIXTURES
- FINISH HVAC SYSTEMS
- INSTALL BATHROOM FIXTURES
- INSTALL KITCHEN CABINETS/COUNTERTOPS
- PAINTING
- FINAL PERMIT SIGN OFFS
- FINAL LANDSCAPING
- MARKET PROPERTY FOR SALE

**Appendix A**  
**Proforma**

**FORMER ERVING GRADED SCHOOL**

*Operating Proforma/Year 1 Budget*

**PROPERTY ADDRESS:** 18 Pleasant Street, Erving, MA.

| <b>Unit</b>                        |             |    | <b>Monthly Rent</b> |
|------------------------------------|-------------|----|---------------------|
| 1                                  | One bedroom | \$ | 1,600.00            |
| 2                                  | One bedroom | \$ | 1,600.00            |
| 3                                  | One bedroom | \$ | 1,600.00            |
| 4                                  | One bedroom | \$ | 1,600.00            |
| <b>Heat and hot water included</b> |             |    |                     |
| <b>Gross Monthly Income</b>        |             | \$ | 6,400.00            |

**INCOME**

|                                           |       |    |            |
|-------------------------------------------|-------|----|------------|
| Gross Rental Income                       |       | \$ | 76,800.00  |
| Less vacancy/collection loss residential: | 3.50% | \$ | (2,690.00) |
| Management Fee                            |       | \$ | (1,200.00) |
| <b>NET RENTAL INCOME</b>                  |       | \$ | 72,910.00  |

**OPERATING EXPENSES**

|                                  |  |    |           |
|----------------------------------|--|----|-----------|
| Management/Administrative        |  | \$ | 1,040.00  |
| Maintenance                      |  | \$ | 2,080.00  |
| Repairs                          |  | \$ | 1,500.00  |
| Electricity                      |  | \$ | 4,200.00  |
| Fuel                             |  | \$ | 6,800.00  |
| Water and Sewer                  |  | \$ | 2,900.00  |
| Taxes                            |  | \$ | 5,700.00  |
| Insurance                        |  | \$ | 1,800.00  |
| Other:                           |  | \$ | -         |
| <b>TOTAL OPERATING EXPENSES:</b> |  | \$ | 26,020.00 |

|                             |    |           |
|-----------------------------|----|-----------|
| <b>Net Operating Income</b> | \$ | 46,890.00 |
| Debt Service                | \$ | 35,082.25 |
| <b>Net Cash Flow</b>        | \$ | 11,807.75 |

**Debt Assumptions**

|                          |    |          |
|--------------------------|----|----------|
| 1st Mortgage Loan amount | \$ | 425,000  |
| Interest Rate            |    | 5.50%    |
| Term                     |    | 20 years |
| Monthly Debt Service     | \$ | 2,924    |

**Former Erving Grammar School  
Projected Sources and Uses of Funds**

|          |                                      | Totals            |
|----------|--------------------------------------|-------------------|
| SOURCES: |                                      |                   |
| 1        | Construction Loan                    | \$425,000         |
| 2        | Owner Equity                         | 75,000            |
| 3        | Development Equity                   | 0                 |
|          | Total Sources of Funds               | <u>\$500,000</u>  |
|          |                                      |                   |
| USES:    |                                      |                   |
| 4        | Construction Costs/Remediation       | 257,168.00        |
| 5        | Electrical                           | 28,000.00         |
| 6        | Plumbing                             | 28,000.00         |
| 7        | HVAC                                 | 38,000.00         |
| 8        | Cabinets/Countertops                 | 28,000.00         |
| 9        | Tub Surrounds/Toilets/Accessories    | 12,000.00         |
| 10       | Flooring                             | 15,000.00         |
| 11       | Painting/Exterior/Windows            | 30,000.00         |
| 12       | Utilities; Hook-up Fees              | 5,000.00          |
| 13       | Architect/Mechanical Engineering     | 3,000.00          |
| 14       | Insurance & Taxes during Constructio | 7,500.00          |
| 15       | Construction Loan Interest           | 35,08200          |
| 16       | Finance Fees & Costs                 | 1,250.00          |
| 17       | Contingency                          | 15,000.00         |
|          | Total Uses of Funds                  | <u>500,000.00</u> |

**Erving Library**  
**Projected Sources and Uses of Funds**

|                                        | Totals            |
|----------------------------------------|-------------------|
| <b>SOURCES:</b>                        |                   |
| 1 Construction Loan                    | \$125,000         |
| 2 Owner Equity                         | 40,000            |
| 3 Development Equity                   | 0                 |
| Total Sources of Funds                 | <u>\$165,000</u>  |
| <br>                                   |                   |
| <b>USES:</b>                           |                   |
| 4 Construction Costs                   | 101,050.00        |
| 5 Electrical                           | 8,000.00          |
| 6 Plumbing                             | 8,000.00          |
| 7 HVAC                                 | 5,500.00          |
| 8 Cabinets/Countertops                 | 8,000.00          |
| 9 Tub Surrounds/Toilets/Accessories    | 4,300.00          |
| 10 Flooring                            | 7,800.00          |
| 11 Painting                            | 5,500.00          |
| 12 Utilities; Hook-up Fees             | 2,500.00          |
| 13 Architect/Mechanical Engineering    | 1,200.00          |
| 14 Insurance & Taxes during Constructi | 2,800.00          |
| 15 Construction Loan Interest          | 7,100.00          |
| 16 Finance Fees & Costs                | 750.00            |
| 17 Contingency                         | 2,500.00          |
| Total Uses of Funds                    | <u>165,000.00</u> |



**Appendix B**  
**Job Creation and Economic Impact**

**Job Creation:** We estimate the following number of construction jobs:

|                     |               |
|---------------------|---------------|
| Electricians        | 1.5 FTE       |
| Carpenters          | 6 FTE         |
| Finish Carpenters   | 4 FTE         |
| Plumbers            | 1.5 FTE       |
| Dry Wall Installers | 2.5 FTE       |
| Masons              | 3.5 FTE       |
| HVAC                | 2 FTE         |
| HAZ MAT             | 1             |
| Painters            | 3 FTE         |
| Roofers             | 1.5 FTE       |
| Laborers            | 4 FTE         |
| Insulators          | 1.5 FTE       |
| Equipment Operators | 2 FTE         |
| Internet & Telecom  | 1 FTE         |
| <b>TOTAL</b>        | <b>35 FTE</b> |

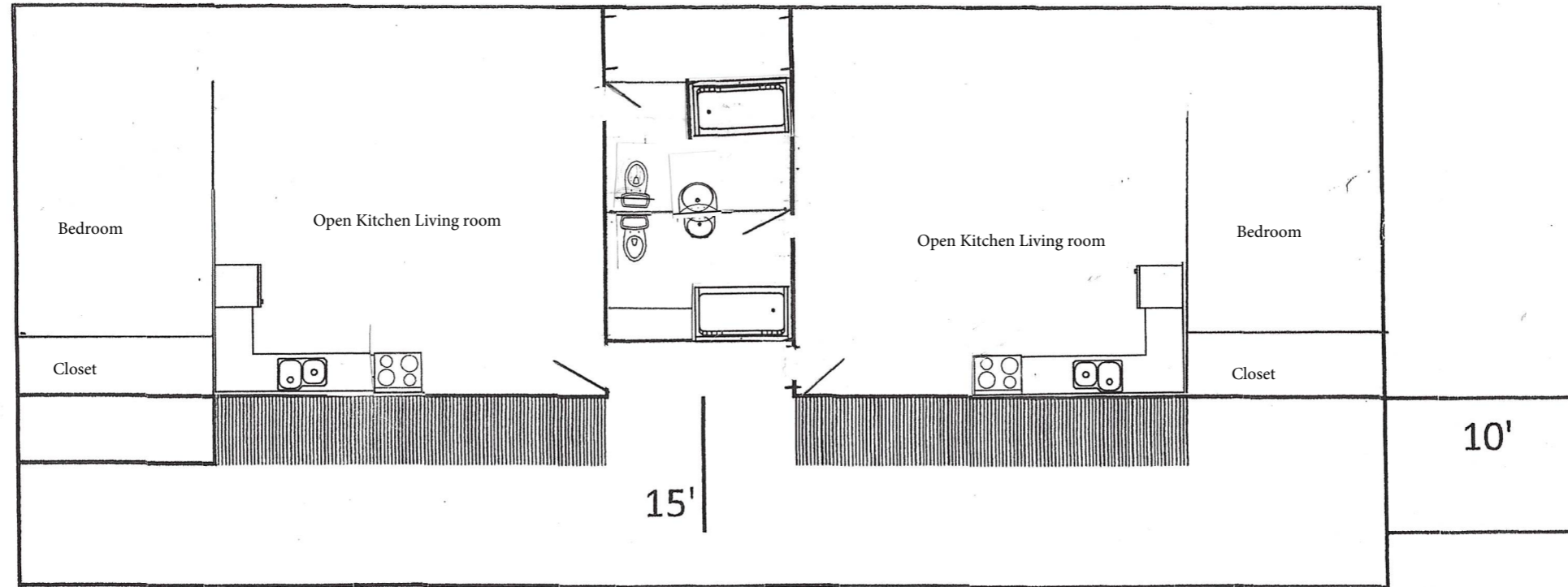
Our proposed plan will have an important economic impact on the town. Initially, the rehabilitation will create a number of good temporary jobs. Once rehabilitation is complete, property taxes for residential units will add to the town's revenue. Even more important is that the successful development of Building will spur further interest and development of other areas of the community.

We anticipate the project and ongoing property maintenance to contribute to the full-time employment of our current company staff.

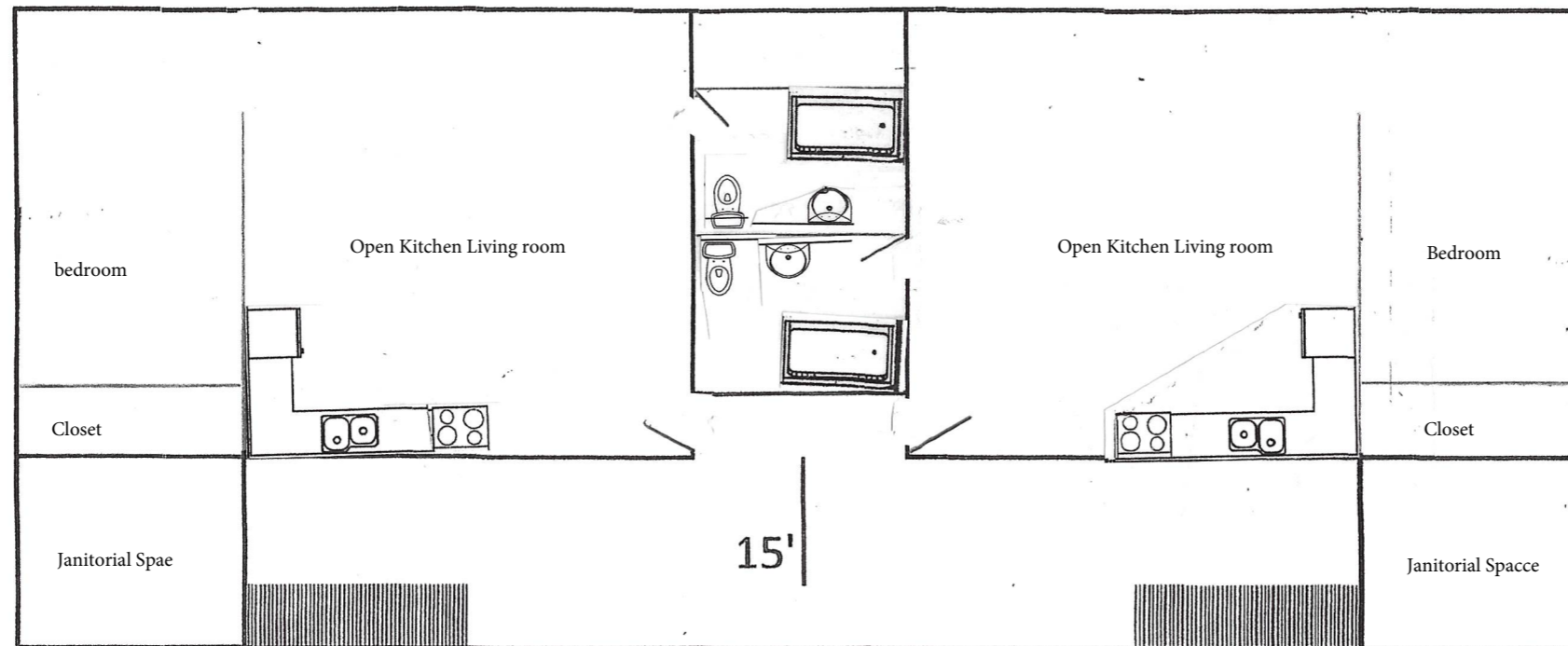
**Appendix C**  
**Plans and buildout specs**

Pleasant Street

1st Floor



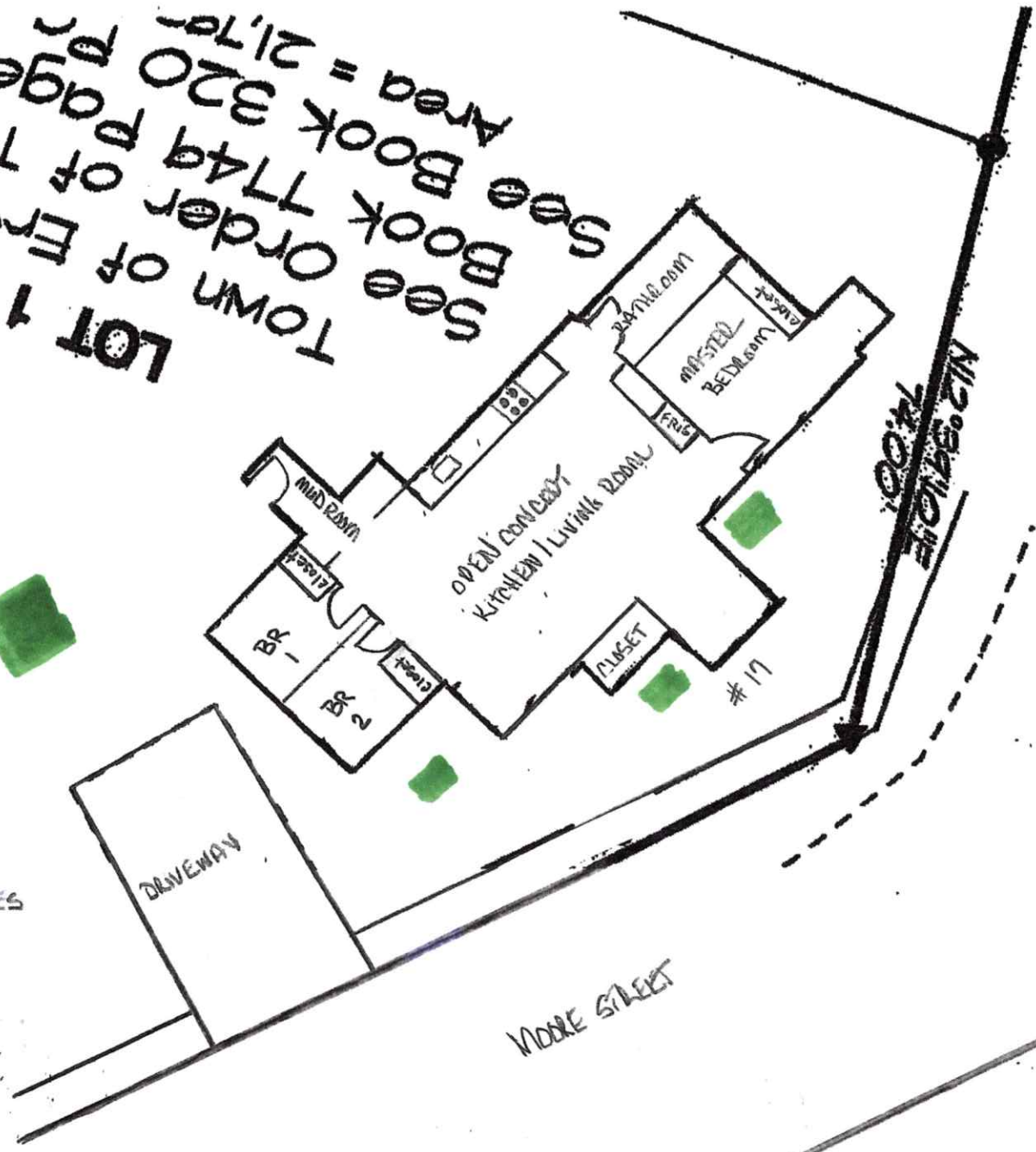
2nd Floor



Existing

LOT 1  
TOWN OF FRYING  
Order of Taking  
See Book 7749 Page 69  
See Book 320 Page 2  
See Area = 21,700

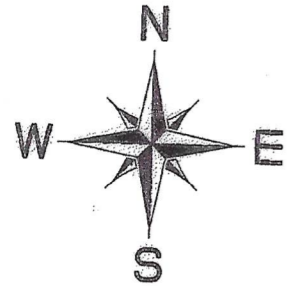
NEW SHRUBS + TREES



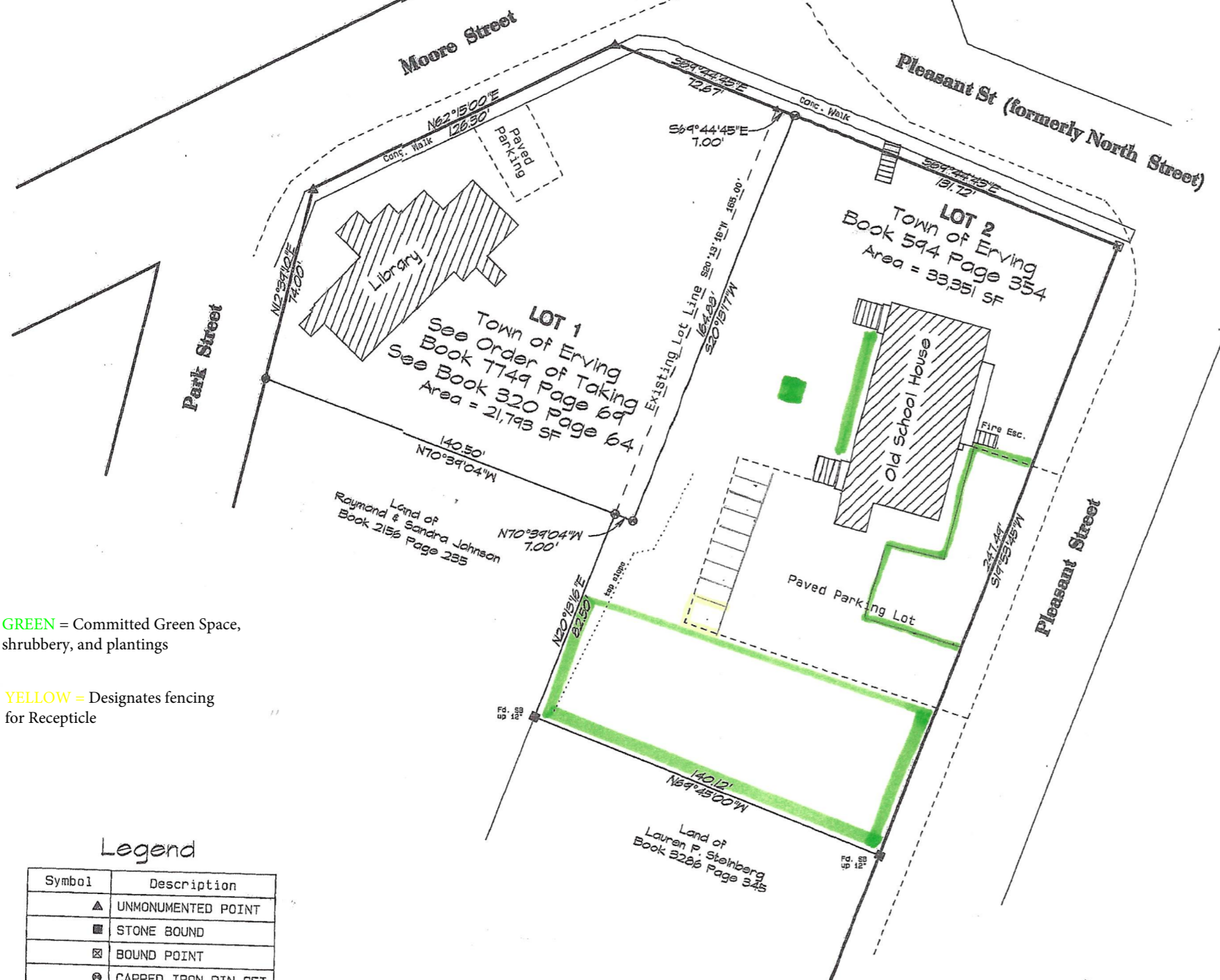
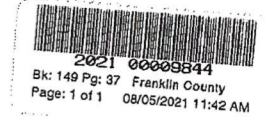
PARK STREET

MOORE STREET

100' x 150' 7/8" x 150' 7/8" x 150' 7/8"



I CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.  
 SIGNED: *Edward C. Muezynek*



**PLANNING BOARD  
 ERVING MA**

APPROVAL BY THE PLANNING BOARD  
 UNDER SUBDIVISION CONTROL LAWS  
 NOT REQUIRED

DATE: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**NOTES**

SEE PLAN BOOK 1 PAGE 118 AND PLAN BOOK 67 PAGE 93 FRANKLIN COUNTY REGISTRY OF DEEDS. SEE UNRECORDED PLAN IN MILLERS FALLS ERVING PURCHASED FOR SCHOOL PURPOSES BY HUGH E. ADAMS DATED MAY 13, 1913

**GREEN** = Committed Green Space, shrubbery, and plantings  
**YELLOW** = Designates fencing for Recepticle

**Legend**

| Symbol | Description         |
|--------|---------------------|
| ▲      | UNMONUMENTED POINT  |
| ■      | STONE BOUND         |
| ⊠      | BOUND POINT         |
| ⊕      | CAPPED IRON PIN SET |
| ---    | EDGE OF PAVEMENT    |
| .....  | TOP OF SLOPE        |
| ---    | OLD LOT LINE        |

*Edward C. Muezynek*

|                                                                                                                                            |                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| SCALE 1"=30'                                                                                                                               | <b>SURVEY:</b> Jan. 22, 2021<br>Topcon Total Sta. NX0810   |
| 0 30 60                                                                                                                                    | <b>ELEC. FILE:</b> Erving Millers Falls Library/School.pro |
| <b>PLAN OF LAND IN ERVING (MILLERS FALLS) MA.<br/>                 Surveyed For<br/>                 The Inhabitants of Town of Erving</b> |                                                            |
| From The Office Of<br><b>Edward C. Muezynek</b><br>PROFESSIONAL LAND SURVEYOR Reg. No 32039<br>165 Old Albany Rd. Greenfield MA. 01301     | <b>DATE</b><br>April 28, 2021<br><b>FILE NO.</b><br>21-005 |

**Appendix D  
References**

**Chris Sawyer-Laucanno, Consultant**  
[csl@mit.edu](mailto:csl@mit.edu)

**Kevin Parsons, business attorney**  
[kevinparsonsattorney@yahoo.com](mailto:kevinparsonsattorney@yahoo.com)

**Walter Ramsey, Town Planner**  
[planner@montague-ma.gov](mailto:planner@montague-ma.gov)

**James Alexander, Vice President Commercial Lending**  
[jalexander@greenfieldcoopbank.com](mailto:jalexander@greenfieldcoopbank.com)

**Steve Ellis, Town of Montague Administrator**  
[townadmin@montague-ma.gov](mailto:townadmin@montague-ma.gov)

**James Hawkins, FRCOG Building Commission**  
[jhawkins@frcog.org](mailto:jhawkins@frcog.org)

**Charles Kanieckic, Regional Health Agent**  
[kanieckic@yahoo.com](mailto:kanieckic@yahoo.com)

**Claudia Sarti, District Health Officer for the Eastern Franklin Health District**  
[Health.agent86@gmail.com](mailto:Health.agent86@gmail.com)

**Attorney Kate Higgins-Shea, Lyon & Fitzpatrick Law Firm**  
[khiggins-shea@lyonfitpatrick.com](mailto:khiggins-shea@lyonfitpatrick.com)



**OBEAR CONSTRUCTION COMPANY, INC.**  
34 A East Main Street, Millers Falls, MA. 01349

## DEVELOPMENT PORTFOLIO



Single-family home renovation nestled in Northfield, MA. The project introduced high end styles while using energy efficient fixtures, appliances, and HVAC systems.

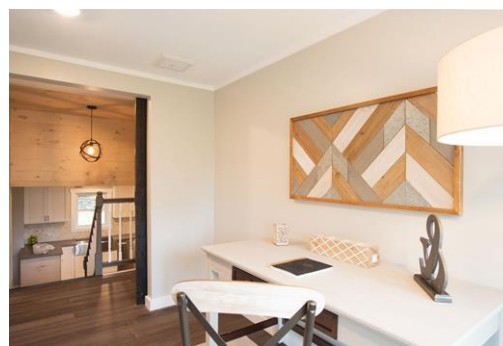
218 Birnham Road, Northfield, MA.

Single Family 3-bedroom home renovation

Start: November 2017

Completion: July 2018

TDC: \$111,000





**OBEAR CONSTRUCTION COMPANY, INC.**  
34 A East Main Street, Millers Falls, MA. 01349



c.1920



Rehabilitation of the historical Millers Falls Inn in downtown Millers Falls, MA. This 1890's building has beautiful architecture which has been preserved to the best extent possible with only minimal changes to accommodate current codes and bylaws.

This rehabilitation continued the revitalization of the once depressed downtown area.

Millers Falls Inn

38 East Main Street, Millers Falls, MA.

Multi-family (11 unit) building

Start: January 2019

Completion: April 2022

TDC: \$698,000





**OBEAR CONSTRUCTION COMPANY, INC.**  
**34 A East Main Street, Millers Falls, MA. 01349**



Rehabilitation of the historical Amidon Building in downtown Millers Falls. This 1890's building has beautiful architecture which has been preserved to the best extent possible with only changes necessary to accommodate current codes and bylaws. Small exterior renovations remain which are scheduled to be completed in the next 60 days. This rehabilitation continued the revitalization of the once depressed downtown area.

Amidon Building

41 East Main Street, Millers Falls, MA.

Multi-family (4 residential units and 4 commercial space) building

Start: January 2019

Completion: April 2022

TDC: \$398,000





**OBEAR CONSTRUCTION COMPANY, INC.**  
**34 A East Main Street, Millers Falls, MA. 01349**



Single-family home renovation in Greenfield, MA. The project revitalized this home with high end styles, energy efficient fixtures, appliances, and HVAC systems all while preserving the homes original characteristics.

72 Prospect Street

72 Prospect Street, Greenfield, MA.

Single-family building

Start: June 2014

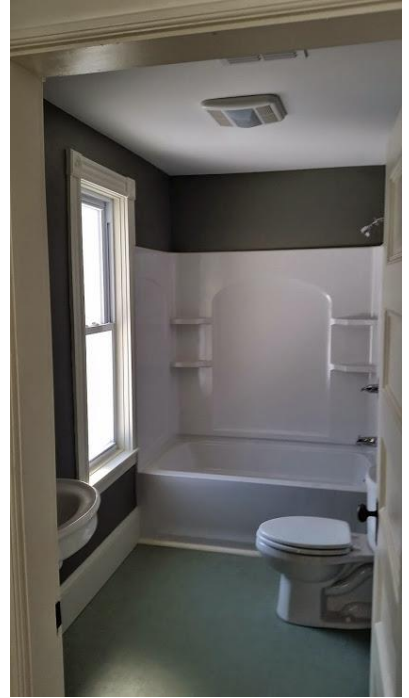
Completion: April 2015

TDC: \$239,000





**OBEAR CONSTRUCTION COMPANY, INC.**  
34 A East Main Street, Millers Falls, MA. 01349





**OBEAR CONSTRUCTION COMPANY, INC.**  
34 A East Main Street, Millers Falls, MA. 01349

26-28 East Main Street



Rehabilitation of the Powers Block Building in downtown Millers Falls. This rehabilitation started the overall revitalization of the once depressed downtown area. Additionally, the rehabilitation encompassed three additional buildings which removed further blight from the area. Once serves as the local laundry mat, one serves as the office of Obear Construction Company, Inc..

Powers Block

26-28 East Main Street, Millers Falls, MA.

Multi-family (7 residential units, 1 commercial space) building

Start: July 2016

Completion: October 2017

TDC: \$800,000





**OBEAR CONSTRUCTION COMPANY, INC.**  
**34 A East Main Street, Millers Falls, MA. 01349**



This property was initially part of the States Abandoned Housing Initiative. Appointed as Receiver by the courts the building experienced a full gut rehabilitation. Revitalizing this property removed blight on L Street while offering vital housing and returning the property to the Town's tax roll.

132 L Street, Turners Falls, MA.

Multi-family (7 residential units) building

Start: August 2015

Completion: October 2016

TDC: \$570,000





**OBEAR CONSTRUCTION COMPANY, INC.**  
**34 A East Main Street, Millers Falls, MA. 01349**



This property was initially part of the States Abandoned Housing Initiative. Appointed as Receiver by the courts the building experienced a full gut rehabilitation. Revitalizing this property removed blight on L Street while offering vital housing and returning the property to the Town's tax roll.

110 L Street, Turners Falls, MA.

Multi-family (6 residential units) building

Start: October 2014

Completion: August 2015

TDC: \$300,000



**PURCHASE AND SALE AGREEMENT**

**Seller:** Town of Erving  
**Address:** 12 East Main Street, Erving, MA 01344

**Buyer:** Obear Construction Company, Inc. or its assigns  
**Buyer's Address:** 34A East Main Street, Millers Falls, MA 01349

**Buyer's Counsel:** Kevin D. Parsons, Esq.  
**Address:** PO Box 133, 30 Bridge Street, Shelburne Falls, MA 01370  
**Phone Number:** 413-625-9366  
**Email:** kevinparsons@mindspring.com

**Seller's Counsel:**  
**Address:**  
**Phone Number:**  
**Email:**  
**Address of premises to be conveyed:** 17 Moore Street, Erving, MA  
**Legal Description:** Deed Book , Page .

**Included in the Sale:** Any appliances and fixtures as they now exist (as is)

**Excluded in the Sale:**

**Water Connection:** Town Water  
**Sewer Connection:** Town Sewer  
Other Provisions: See offer to purchase

**Purchase Price:**  5,000  
**Deposit:**   
**Balance Due at Closing:**  5,000

**Lender:** N/A  
**Mortgage Amount:** N/A  
**Mortgage Commitment Deadline:** N/A

**Closing Date:** Upon necessary Town approvals and special permitting and expiration of any appeal period.  
**Closing Time:** TBD  
**Closing Place:** TBD

**The Buyer agrees to buy and the Seller agrees to sell the above described premises on the terms and conditions contained in this agreement.**

BUYER \_\_\_\_\_ BUYER \_\_\_\_\_ SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

**1. FIXTURES, STRUCTURES, IMPROVEMENTS, FIXTURES**

Included in the sale as part of said premises are fixtures used in connection there with including, IF ANY, all venetian blinds, curtain rods, window shades, wall to wall carpeting, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, oil and gas burners, and fixtures appurtenant thereto, hot water heaters, plumbing fixtures, garbage disposers, electric and others lighting fixtures, ceiling fans, TV antennas, rotors and controls, garage door openers and controls, mantels, fences, gates, trees, shrubs, plants, and, all appliances including and exhaust fans, dishwasher, kitchen ranges and ovens, microwave, refrigerator and washer dryer..

Items to be left for the Buyer’s convenience and in “as-is” but operating condition as of the time of Buyer’s home inspection and for no additional consideration are (if none, state “none”): **Any appliances currently located in the property if at all.**

**Not included** in the sale as part of the premises are the following,(if none, state “none”): **NONE**

**Not included** in the sale as part of the premises are the following rented fixtures not belonging to the Seller, (if none, state “none”): **NONE**

**2. TITLE**

Said premises are to be conveyed on or before the closing date as set out above, by a good and sufficient quitclaim deed, conveying a good and clear record and marketable title to the same free from all encumbrances, except:

1. Provisions of existing building and local zoning laws, if any;
2. Usual public utilities servicing the premises, if any;
3. Such taxes for the current year as are not due and payable on the date of delivery of such deed;
4. Any liens for municipal assessments and/or orders for which assessments may be made after the date of closing;
5. Restrictions and easements shown on the attached deed or Rider and others of record, if any, provided that such restrictions and easements do not materially interfere with the use and enjoyment of the premises for residential purposes with appurtenant yard.

**3. CONSIDERATION**

All sums due from the Buyer are to be paid by Massachusetts attorney’s trust account check or bank wire upon delivery and recording of said Deed.

**4. PLACE OF PERFORMANCE**

The Deed is to be delivered and consideration is to be paid at the Franklin Registry of Deeds or at such place to be agreed upon between the parties.

**5. USE OF MONEY TO CLEAR TITLE**

To enable the Seller to make conveyance as herein provided, the Seller may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any and all encumbrances or interests; all instruments so procured to be recorded simultaneously with the delivery of said Deed, except discharges from institutional lenders paid in full at closing only, which need not be recorded simultaneously, but which shall be recorded within a reasonable time in accordance with customary conveyancing standards.

**6. EFFECTIVE TITLE**

If Seller shall be unable to give title or make conveyance or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in such event the time for performance hereof shall be extended: (1) for a period not to exceed thirty (30) days, or (2) to the date upon which the Buyer’s mortgage commitment expires, whichever date occurs first. If at the expiration of the said extended time period the Seller shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void. Buyer agrees that the cost of Seller’s reasonable efforts shall not exceed \$1500.

BUYER \_\_\_\_\_ BUYER \_\_\_\_\_ SELLER \_\_\_\_\_ SELLER \_\_\_\_\_



**7. BUYER’S ELECTION TO ACCEPT TITLE**

Buyer shall have the election, at either the original or extended period for performance, to accept such title as the Seller can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the Seller shall convey such title. Acceptance of a deed by the Buyer shall constitute full performance and discharge of all the Seller’s obligations, except as more particularly set forth herein.

**8. STANAR**

Any title matter which is the subject of a title standard or practice standard of the Real Estate Bar Association for Massachusetts at the time of delivery of the deed shall be covered by said title or practice standard to the extent applicable.

**9. CASUALTY LOSS**

In case of any damage to the premises by fire or other casualty and unless the premises shall previously have been restored to its former condition by the Seller, the Buyer may, at the Buyer’s option, either cancel this Agreement and recover all sums paid hereunder or require as part of this Agreement that the Seller pay over or assign, on delivery of the Deed, all sums recovered or recoverable on any and all insurance policies covering such damage, plus an amount equal to any “deductible” under said policies.

**10. POSSESSION, CONDITION OF PREMISES AND INSURANCE**

Full possession of the said premises, free of all tenants and occupants, except as agreed to in writing by the parties, is to be delivered to the Buyer at the time of the transfer of title, the said premises to be then in the same condition in which they now are, reasonable use and wear of buildings thereon excepted. Until the delivery of the deed, the Seller shall maintain fire insurance on said premises. The Buyer shall have the right to inspect the premises to insure compliance with this paragraph, prior to closing upon reasonable notice to the Seller. It is also agreed that the premises will be left empty and in “broom clean” condition.

Other Agreements or Exceptions (if none indicate “none”):

NONE

**11. ADJUSTMENTS**

Fuel and Real Estate Taxes shall be apportioned as of the day of delivery of the Deed. If the amount of said taxes is not known at the time of the delivery of the Deed, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive the delivery of the Deed.

**12. DEPOSITS**

N/A

**13. REALTOR/BROKER FEE**

Seller and Buyer agree there is no real estate agency due a commission as a result of this transaction.

**14. BUYER’S DEFAULT**

If the Buyer shall fail to fulfill the Buyer’s agreements herein, all deposits made hereunder by the Buyer shall be forfeited by the Buyer and paid to the Seller as liquidated damages. This shall be the Seller’s sole remedy at law or equity for any breach of this Agreement by the Buyer.

**15. MORTGAGE-**

**There is no mortgage contingency.**

**16. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS**

As the property is being rehabilitated by BUYER, there is no requirement for SELLER to obtain certificates certifying that the premises conform to the Massachusetts General Law, Chapter 148, Sections 26F and 26F.5, concerning approved smoke detectors and carbon monoxide detectors.

BUYER \_\_\_\_\_ BUYER \_\_\_\_\_ SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

**17. TERMITE INSPECTION**

Buyer may have the premises inspected by a licensed pest inspector for the purpose of obtaining a certificate stating that there is no evidence of termites and other wood boring insects and damages caused thereby. The termite inspection shall be completed during the inspection period. **BUYER HAS WAIVED THIS INSPECTION.**

**18. ASBESTOS ANALYSIS**

THE UNITED STATES CONSUMER PRODUCT SAFETY COMMISSION has maintained that asbestos materials are hazardous if they release separate fibers which can be inhaled. Asbestos is a common insulation material on heating pipes, boilers and furnaces. It may also be present in certain types of floor and ceiling materials, shingles, plaster products, cements, and other buildings materials. As part of the inspection provision set forth in said Home Inspection Clause, Buyer has the opportunity to have tests or examinations performed on the premises to determine if asbestos exists on the premises.

Also as part of the inspection provision set forth in said Home Inspection Clause, Buyer has the opportunity to conduct tests to determine the existence or extent of any radon gas.

**BUYER HAS WAIVED THE PROVISIONS OF THIS PARAGRAPH.**

**19. LEAD PAINT DISCLOSURE-N/A.**

**20. RIGHT TO INSPECT**

This agreement is subject to the right of the Buyer to obtain, at his/her expense, a home inspection of the premises to include, but not to be limited to, the structural condition of the dwellings, the condition of all systems in the dwelling(s) or on the premises, the presence of insect infestation, the presence of hazardous materials on the premises, or the likelihood of release of hazardous materials on or from the premises, the presence of lead based paint, the presence or Radon, the presence of asbestos, or the presence of urea-formaldehyde foam insulation, adequacy and suitability of the water supply and the condition and adequacy of the sewerage system, by a consultant or consultants of the Buyer's own choosing.

**BUYER HAS WAIVED THIS PARAGRAPH**

**21. PUBLIC WATER**

The property is serviced by a public water source.

**22. PRIVATE SEPTIC**

The property is serviced by a public sewer service.

**23. REPRESENTATIONS**

No representations have been made by the Seller, with regard to the condition of the premises except those contained in this document or otherwise made in writing. The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor has he relied upon warranties or representations not set forth or incorporated in this agreement or previously made in writing except for the following additional warranties and representations, if any, made either by the Seller. (if none, state NONE)

**24. TITLE INSURANCE**

Seller agrees at the closing to execute a statement, prepared by the Buyer's attorney, under oath to any title insurance company issuing a policy to Buyer and/or Buyer's mortgagee and/or the Buyer individually to the effect that: (1) there are no tenants, lessees or parties in possession of the premises, (2) Seller had no knowledge of any work having been done to the premises which would entitle anyone now or hereafter to claim a mechanics' or materialman's lien on the premises, (3) that Seller is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA). Seller hereby makes such representation to the Buyer as of the closing and this paragraph shall survive the closing.

**25. UNDERGROUND OIL TANKS**

Seller warrants and represents that to the best of his/her knowledge there are not underground oil tanks under the dwelling or on the premises.

BUYER \_\_\_\_\_ BUYER \_\_\_\_\_ SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

**26. TIME FOR PERFORMANCE**

Time is **not** of essence with respect to the performance date.

**27. ADDITIONAL DOCUMENTS TO BE SIGNED BY SELLER**

Seller agrees to execute, all documents reasonably required by Buyer's Lender, or Lender's Counsel, which documents shall include, but not be limited to the following: Standard UFFI form; RESPA form; FNMA affidavit; IRS 1099 information form; Statement that each party remains liable for correcting adjustments made at closing based on information provided by outside sources; Statement that each party agrees to sign additional documents at or after closing as are reasonably required by Buyer's Lender, or Lender's counsel. All representations shall be to the best of the Seller's knowledge and belief.

**28. GOVERNING LAW AND CONSTRUCTION OF AGREEMENT**

This instrument is to be construed in compliance with the laws of the Commonwealth of Massachusetts, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. If two or more persons are named herein as Buyer or Seller, their obligations hereunder shall be joint and several. If a Corporation is involved as Buyer or nominee, the principles thereof shall be individually liable under the Agreement as guarantor or otherwise. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to the same.

**29. COUNTERPARTS – GOOD FAITH**

This Agreement may be executed in one or more counterparts, which collectively shall constitute one and the same instrument. This Agreement, and every term, condition and provision hereof, shall be governed and controlled by mutual, reciprocal and objective covenants of good faith and fair dealing.

**30. ADDITIONAL PROVISIONS**

The Buyer and Seller agree to the following:

This agreement and sale is subject to the Town of Erving town approval .

**31. ATTACHMENTS**

The following are attached hereto and made part of this agreement: None

**32. BINDING AGREEMENT**

**This is a legal document that creates binding obligations. If you do not understand it, consult an attorney before signing.**

\_\_\_\_\_  
Buyer **Obear Construction Company, Inc**

\_\_\_\_\_  
Seller **Town of Erving**  
By: **duly authorized**

BUYER \_\_\_\_\_ BUYER \_\_\_\_\_ SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

BUYER \_\_\_\_\_ BUYER \_\_\_\_\_ SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

**PURCHASE AND SALE AGREEMENT**

**Seller:** Town of Erving  
**Address:** 12 East Main Street, Erving, MA 01344

**Buyer:** Obear Construction Company, Inc. or its assigns  
**Buyer's Address:** 34A East Main Street, Millers Falls, MA 01349

**Buyer's Counsel:** Kevin D. Parsons, Esq.  
**Address:** PO Box 133, 30 Bridge Street, Shelburne Falls, MA 01370  
**Phone Number:** 413-625-9366  
**Email:** kevinparsons@mindspring.com

**Seller's Counsel:**  
**Address:**  
**Phone Number:**  
**Email:**  
**Address of premises to be conveyed:** 18 Pleasant Street, Erving, MA  
**Legal Description:** Deed Book , Page .

**Included in the Sale:** Any appliances and fixtures as they now exist (as is)

**Excluded in the Sale:**

**Water Connection:** Town Water  
**Sewer Connection:** Town Sewer  
**Other Provisions:** See offer to purchase

**Purchase Price:**  10,000  
**Deposit:**   
**Balance Due at Closing:**  10,000

**Lender:** N/A  
**Mortgage Amount:** N/A  
**Mortgage Commitment Deadline:** N/A

**Closing Date:** Upon necessary Town approvals and special permitting and expiration of any appeal period.  
**Closing Time:** TBD  
**Closing Place:** TBD

**The Buyer agrees to buy and the Seller agrees to sell the above described premises on the terms and conditions contained in this agreement.**

BUYER \_\_\_\_\_ BUYER \_\_\_\_\_ SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

**1. BILINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

Included in the sale as part of said premises are fixtures used in connection there with including, IF ANY, all venetian blinds, curtain rods, window shades, wall to wall carpeting, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, oil and gas burners, and fixtures appurtenant thereto, hot water heaters, plumbing fixtures, garbage disposers, electric and others lighting fixtures, ceiling fans, TV antennas, rotors and controls, garage door openers and controls, mantels, fences, gates, trees, shrubs, plants, and, all appliances including and exhaust fans, dishwasher, kitchen ranges and ovens, microwave, refrigerator and washer dryer..

Items to be left for the Buyer’s convenience and in “as-is” but operating condition as of the time of Buyer’s home inspection and for no additional consideration are (if none, state “none”): **Any appliances currently located in the property if at all.**

**Not included** in the sale as part of the premises are the following,(if none, state “none”): **NONE**

**Not included** in the sale as part of the premises are the following rented fixtures not belonging to the Seller, (if none, state “none”): **NONE**

**2. TITLE**

Said premises are to be conveyed on or before the closing date as set out above, by a good and sufficient quitclaim deed, conveying a good and clear record and marketable title to the same free from all encumbrances, except:

1. Provisions of existing building and local zoning laws, if any;
2. Usual public utilities servicing the premises, if any;
3. Such taxes for the current year as are not due and payable on the date of delivery of such deed;
4. Any liens for municipal assessments and/or orders for which assessments may be made after the date of closing;
5. Restrictions and easements shown on the attached deed or Rider and others of record, if any, provided that such restrictions and easements do not materially interfere with the use and enjoyment of the premises for residential purposes with appurtenant yard.

**3. CONSIDERATION**

All sums due from the Buyer are to be paid by Massachusetts attorney’s trust account check or bank wire upon delivery and recording of said Deed.

**4. PLACE OF PERFORMANCE**

The Deed is to be delivered and consideration is to be paid at the Franklin Registry of Deeds or at such place to be agreed upon between the parties.

**5. USE OF MONEY TO CLEAR TITLE**

To enable the Seller to make conveyance as herein provided, the Seller may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any and all encumbrances or interests; all instruments so procured to be recorded simultaneously with the delivery of said Deed, except discharges from institutional lenders paid in full at closing only, which need not be recorded simultaneously, but which shall be recorded within a reasonable time in accordance with customary conveyancing standards.

**6. EFFECTIVE TITLE**

If Seller shall be unable to give title or make conveyance or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in such event the time for performance hereof shall be extended: (1) for a period not to exceed thirty (30) days, or (2) to the date upon which the Buyer’s mortgage commitment expires, whichever date occurs first. If at the expiration of the said extended time period the Seller shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void. Buyer agrees that the cost of Seller’s reasonable efforts shall not exceed \$1500.

BUYER \_\_\_\_\_ BUYER \_\_\_\_\_ SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

**7. BUYER'S ELECTION TO ACCEPT TITLE**

Buyer shall have the election, at either the original or extended period for performance, to accept such title as the Seller can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the Seller shall convey such title. Acceptance of a deed by the Buyer shall constitute full performance and discharge of all the Seller's obligations, except as more particularly set forth herein.

**8. STANDARD OF TITLE**

Any title matter which is the subject of a title standard or practice standard of the Real Estate Bar Association for Massachusetts at the time of delivery of the deed shall be covered by said title or practice standard to the extent applicable.

**9. CASUALTY LOSS**

In case of any damage to the premises by fire or other casualty and unless the premises shall previously have been restored to its former condition by the Seller, the Buyer may, at the Buyer's option, either cancel this Agreement and recover all sums paid hereunder or require as part of this Agreement that the Seller pay over or assign, on delivery of the Deed, all sums recovered or recoverable on any and all insurance policies covering such damage, plus an amount equal to any "deductible" under said policies.

**10. POSSESSION, CONDITION OF PREMISES AND INSURANCE**

Full possession of the said premises, free of all tenants and occupants, except as agreed to in writing by the parties, is to be delivered to the Buyer at the time of the transfer of title, the said premises to be then in the same condition in which they now are, reasonable use and wear of buildings thereon excepted. Until the delivery of the deed, the Seller shall maintain fire insurance on said premises. The Buyer shall have the right to inspect the premises to insure compliance with this paragraph, prior to closing upon reasonable notice to the Seller. It is also agreed that the premises will be left empty and in "broom clean" condition.

Other Agreements or Exceptions (if none indicate "none"):

NONE

**11. ADJUSTMENTS**

Fuel and Real Estate Taxes shall be apportioned as of the day of delivery of the Deed. If the amount of said taxes is not known at the time of the delivery of the Deed, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive the delivery of the Deed.

**12. DEPOSITS**

N/A

**13. REALTOR/BROKER FEE**

Seller and Buyer agree there is no real estate agency due a commission as a result of this transaction.

**14. BUYER'S DEFAULT**

If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be forfeited by the Buyer and paid to the Seller as liquidated damages. This shall be the Seller's sole remedy at law or equity for any breach of this Agreement by the Buyer.

**15. MORTGAGE-**

**There is no mortgage contingency.**

**16. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS**

As the property is being rehabilitated by BUYER, there is no requirement for SELLER to obtain certificates certifying that the premises conform to the Massachusetts General Law, Chapter 148, Sections 26F and 26F.5, concerning approved smoke detectors and carbon monoxide detectors.

BUYER \_\_\_\_\_ BUYER \_\_\_\_\_ SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

**17. TERMITE INSPECTION**

Buyer may have the premises inspected by a licensed pest inspector for the purpose of obtaining a certificate stating that there is no evidence of termites and other wood boring insects and damages caused thereby. The termite inspection shall be completed during the inspection period. **BUYER HAS WAIVED THIS INSPECTION.**

**18. ASBESTOS AND RADON**

THE UNITED STATES CONSUMER PRODUCT SAFETY COMMISSION has maintained that asbestos materials are hazardous if they release separate fibers which can be inhaled. Asbestos is a common insulation material on heating pipes, boilers and furnaces. It may also be present in certain types of floor and ceiling materials, shingles, plaster products, cements, and other buildings materials. As part of the inspection provision set forth in said Home Inspection Clause, Buyer has the opportunity to have tests or examinations performed on the premises to determine if asbestos exists on the premises.

Also as part of the inspection provision set forth in said Home Inspection Clause, Buyer has the opportunity to conduct tests to determine the existence or extent of any radon gas.

**BUYER HAS WAIVED THE PROVISIONS OF THIS PARAGRAPH.**

**19. LEAD PAINT DISCLOSURE-N/A.**

**20. RIGHT TO INSPECT**

This agreement is subject to the right of the Buyer to obtain, at his/her expense, a home inspection of the premises to include, but not to be limited to, the structural condition of the dwellings, the condition of all systems in the dwelling(s) or on the premises, the presence of insect infestation, the presence of hazardous materials on the premises, or the likelihood of release of hazardous materials on or from the premises, the presence of lead based paint, the presence or Radon, the presence of asbestos, or the presence of urea-formaldehyde foam insulation, adequacy and suitability of the water supply and the condition and adequacy of the sewerage system, by a consultant or consultants of the Buyer's own choosing.

**BUYER HAS WAIVED THIS PARAGRAPH**

**21. PUBLIC WATER**

The property is serviced by a public water source.

**22. PRIVATE SEPTIC**

The property is serviced by a public sewer service.

**23. REPRESENTATIONS**

No representations have been made by the Seller, with regard to the condition of the premises except those contained in this document or otherwise made in writing. The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor has he relied upon warranties or representations not set forth or incorporated in this agreement or previously made in writing except for the following additional warranties and representations, if any, made either by the Seller. (if none, state NONE)

**24. TITLE INSURANCE**

Seller agrees at the closing to execute a statement, prepared by the Buyer's attorney, under oath to any title insurance company issuing a policy to Buyer and/or Buyer's mortgagee and/or the Buyer individually to the effect that: (1) there are no tenants, lessees or parties in possession of the premises, (2) Seller had no knowledge of any work having been done to the premises which would entitle anyone now or hereafter to claim a mechanics' or materialman's lien on the premises, (3) that Seller is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA). Seller hereby makes such representation to the Buyer as of the closing and this paragraph shall survive the closing.

**25. UNDERGROUND OIL TANKS**

Seller warrants and represents that to the best of his/her knowledge there are not underground oil tanks under the dwelling or on the premises.

BUYER \_\_\_\_\_ BUYER \_\_\_\_\_ SELLER \_\_\_\_\_ SELLER \_\_\_\_\_



**26. TIME FOR PERFORMANCE**

Time is **not** of essence with respect to the performance date.

**27. ADDITIONAL DOCUMENTS TO BE SIGNED BY SELLER**

Seller agrees to execute, all documents reasonably required by Buyer's Lender, or Lender's Counsel, which documents shall include, but not be limited to the following: Standard UFFI form; RESPA form; FNMA affidavit; IRS 1099 information form; Statement that each party remains liable for correcting adjustments made at closing based on information provided by outside sources; Statement that each party agrees to sign additional documents at or after closing as are reasonably required by Buyer's Lender, or Lender's counsel. All representations shall be to the best of the Seller's knowledge and belief.

**28. GOVERNING LAW AND CONSTRUCTION OF AGREEMENT**

This instrument is to be construed in compliance with the laws of the Commonwealth of Massachusetts, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. If two or more persons are named herein as Buyer or Seller, their obligations hereunder shall be joint and several. If a Corporation is involved as Buyer or nominee, the principles thereof shall be individually liable under the Agreement as guarantor or otherwise. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to the same.

**29. COUNTERPARTS – GOOD FAITH**

This Agreement may be executed in one or more counterparts, which collectively shall constitute one and the same instrument. This Agreement, and every term, condition and provision hereof, shall be governed and controlled by mutual, reciprocal and objective covenants of good faith and fair dealing.

**30. ADDITIONAL PROVISIONS**

The Buyer and Seller agree to the following:

This agreement and sale is subject to the Town of Erving town approval .

**31. ATTACHMENTS**

The following are attached hereto and made part of this agreement: None

**32. BINDING AGREEMENT**

**This is a legal document that creates binding obligations. If you do not understand it, consult an attorney before signing.**

\_\_\_\_\_  
Buyer **Obear Construction Company, Inc**

\_\_\_\_\_  
Seller **Town of Erving**  
By: **duly authorized**

BUYER \_\_\_\_\_ BUYER \_\_\_\_\_ SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS  
TOWN OF ERVING

*OFFICE OF THE BOARD OF WATER COMMISSIONERS*  
Water Commissioners Warrant to the Collector  
Backflow Water Charges **3<sup>rd</sup> Commitment**, Fiscal Year 2023

To: Michele Turner, Tax/Water Collector for the Town of Erving in the County of Franklin

Greetings:

IN THE NAME OF THE COMMONWEALTH OF MASSACHUSETTS, you are hereby required to levy on and collect from the several persons named in the water charges list herewith committed to you, the amount of the water charges for testing of backflow prevention devices, including Erving Elementary School – Three tests at Forty Dollars each, totaling One Hundred Twenty Dollars (\$120.00); French King Bowling Center – Zero tests at Forty Dollars each, totaling Zero Dollars (\$00.00); Erving Fire Station - One test at Forty Dollars each, totaling (\$40.00); Erving Police Department - One test at Forty Dollars (\$40.00); Erving Senior/Community Center - Three tests at Forty Dollars each, totaling One Hundred Twenty Dollars (\$120.00); Renovators Supply Inc., - Four tests at Forty Dollars each, totaling One Hundred Sixty Dollars (\$160.00); Town of Erving POTW 1 – Two tests at Forty Dollars each, totaling Eighty Dollars (\$80.00); Erving Public Library – Two tests at Forty Dollars each, totaling Eighty Dollars (\$80.00) and The Commonwealth of Massachusetts – One test at Forty Dollars each, totaling Forty Dollars (\$40.00). The sum total of such list being Six Hundred Eighty Dollars and No Cents (\$680.00).

Said charges are to be paid to Michele Turner, Town of Erving Tax/Water Collector, or to his/her successor in office, at the times and in the manner provided by General Laws, Chapter 60, Section 2. As Collector, you must provide the Treasurer an account of all charges and fees collected by you. In addition, you are to make written return of said water charges and interest with your water charge list and of your doings thereon at such times as the Water Commissioners shall require.

You are to complete, and make up an account of the collection of the whole sum hereon, committed to you, with interest, on or before December 31 of the current year.

The owner of the premises shall be responsible for the payment of all charges for water and service furnished to the property. Under the General Laws of Massachusetts Chapter 40 Section 42A as accepted in Article 7 of the Erving Special Town Meeting June 29, 1992, unpaid water bills become a lien on the property immediately following the due date for such rate or charge and collections will be made by the sale of property. Water bills will be mailed semi-annually. Water bills will be due thirty (30) days after the postmarked date of the original bill. Overdue notices will go to property owners and "current occupant" forty-five (45) days after postmarked date of the original bill. Shut off notices will go to property owners and "current occupant" sixty (60) days after the postmarked date of the original bill. The shut off notice will specify that shut off will occur on Monday at 10:00 a.m., except when Monday is a legal holiday observed by the Commonwealth of Massachusetts. In this case, shut off will occur on Tuesday, following seventy-five (75) days from the postmarked date of the original billing. The shut off notice will clearly state both the date and time shut off will occur. There will be no further notice. Service will be restored as soon as possible, upon payment in full of all amounts due.

The levy and collection of the amounts are hereby committed to you. All interest, charges, and fees as provided by law, also apply. You are to have and to exercise all the powers conferred by the laws of this Commonwealth upon collectors of taxes.

Given under our hands this 29<sup>th</sup> day of August 2022.

*WATER COMMISSIONERS OF ERVING*

\_\_\_\_\_  
Jacob A. Smith, Chair

\_\_\_\_\_  
William A. Bembury

\_\_\_\_\_  
Scott Bastarache

COMMONWEALTH OF MASSACHUSETTS  
TOWN OF ERVING

*OFFICE OF THE BOARD OF WATER COMMISSIONERS*  
Water Commissioners Warrant to the Collector  
Final Water Use Charges **4<sup>th</sup> Commitment**, Fiscal Year 2023

To: Michele Turner, Tax/Water Collector for the Town of Erving in the County of Franklin

Greetings:

IN THE NAME OF THE COMMONWEALTH OF MASSACHUSETTS, you are hereby required to levy on and collect Two Hundred Sixteen Dollars and Fourteen Cents (\$216.14) for final charges at 35 River Road (#90).

Said charges are to be paid to Michele Turner, Town of Erving Tax Collector, or to his/her successor in office, at the times and in the manner provided by General Laws, Chapter 60, Section 2. As Collector, you must provide the Treasurer an account of all charges and fees collected by you. In addition, you are to make written return of said water charges and interest with your water charge list and of your doings thereon at such times as the Water Commissioners shall require.

You are to complete and make up an account of the collection of the whole sum hereon, committed to you, with interest, on or before December 31 of the current year.

The owner of the premises shall be responsible for the payment of all charges for water and service furnished to the property. Under the General Laws of Massachusetts Chapter 40 Section 42A as accepted in Article 7 of the Erving Special Town Meeting June 29, 1992, unpaid water bills become a lien on the property immediately following the due date for such rate or charge and collections will be made by the sale of property. Water bills will be mailed semi-annually. Water bill payment will be due thirty (30) days from the postmarked date of the original bill. Overdue notices will go to property owners and "current occupant" forty-five (45) days after the postmarked date of the original bill. Shut off notices will go to property owners and "current occupant" sixty (60) days after the postmarked date of the original bill. The shut off notice will specify that shut off will occur on or after Monday. Shut off will not occur sooner than seventy-five (75) days from the postmarked date of the original billing. The shut off notice will clearly state the earliest date that shut off can occur. There will be no further notice. Service will be restored as soon as possible, upon payment in full of all amounts due.

The levy and collection of the amounts are hereby committed to you. All interest, charges, and fees as provided by law, also apply. You are to have and to exercise all the powers conferred by the laws of this Commonwealth upon collectors of taxes.

Given under our hands this 29<sup>th</sup> day of August 2022.

**WATER COMMISSIONERS OF ERVING**

\_\_\_\_\_  
Jacob A. Smith, Chair

\_\_\_\_\_  
William A. Bembury

\_\_\_\_\_  
Scott Bastarache

# Commitment Report

| Account Information | Meter Reads And Usage  | Usage        | Receivable    | Amount          |
|---------------------|------------------------|--------------|---------------|-----------------|
| 90                  | 0093945885 Water Rate  | Usage 0      | 33,550 Water  | \$176.14        |
| SUTHERLAND JESSIE   | Read Date              | Reading Type | Final Fee     | \$40.00         |
| 35 RIVER RD         | Current Bill 8/26/2022 | 0 FIN        | <b>Total:</b> | <b>\$216.14</b> |
| Route 1             | Current Bill 8/25/2022 | 0 SET        |               |                 |
|                     | 1236930551 Water Rate  | Usage 33,550 |               |                 |
|                     | Read Date              | Reading Type |               |                 |
|                     | Current Bill 8/26/2022 | 928,750 TRN  |               |                 |
|                     | Last Billed 9/7/2021   | 895,200 ACT  |               |                 |

## Report Totals

| 1 Account(s) | Receivable Name           | Total           |
|--------------|---------------------------|-----------------|
|              | Water                     | \$176.14        |
|              | Final Fee                 | \$40.00         |
|              | <b>Receivable Totals:</b> | <b>\$216.14</b> |

# Erving has a new sculpture!

Join us in celebrating the arrival of Erving's newest resident - a six and a half foot tall blue heron sculpture artfully crafted from reclaimed metal, including some pieces salvaged from Northfield Mountain's retired machinery



Tuesday August 30 at 5:30PM  
Riverfront Park, Erving

Refreshments will be provided  
Stick around for the Bad News Jazz & Blues concert at 6PM!

This project was made possible by a generous grant from FirstLight and sculpted by local artist Jon Bander of NotoriousWeld



#11372

Bryan Smith

|                |     |  |
|----------------|-----|--|
| 10"x8" / 4"x"2 | QTY |  |
|----------------|-----|--|

|                            |   |
|----------------------------|---|
| SS316                      | V |
| INDOOR                     |   |
| OUTDOOR                    | V |
| BENDING MATERIAL THICKNESS |   |

# Hybrid Heron

*by Jon Bander of Notoriousweld, 2022*

This sculpture acknowledges Erving's industrial heritage while reflecting on its contributions to climate change and habitat degradation for wildlife such as the Great Blue Heron. Metal components for this sculpture include repurposed chains, gears, sprockets, saw blades, cutlery, as well as retired pieces from the Northfield Mountain pumped-storage hydroelectric facility, which plays an important role in regional decarbonization. Jon Bander is a sculptor out of Turners Falls, MA who works mainly with reclaimed metal materials. Commissioned by the Town of Erving with funding from FirstLight Power.

Please do not climb the heron.

**From:** [Jennifer Eichorn](#)  
**To:** [Bryan Smith](#)  
**Subject:** Fwd: Second try  
**Date:** Tuesday, August 23, 2022 2:57:54 PM

---

Here it is!

----- Forwarded message -----

**From:** **Catherine McLaughlin** <[kmlanoue@gmail.com](mailto:kmlanoue@gmail.com)>  
**Date:** Tue, Aug 23, 2022 at 2:36 PM  
**Subject:** Second try  
**To:** <[jennifer.eichorn@erving.com](mailto:jennifer.eichorn@erving.com)>

August 23, 2022

Hello Jen and Fellow Committee Members,

I am writing to submit my resignation for the Erving School Committee, effective today. A recent career opportunity has led me to make the difficult decision in leaving this position. I have enjoyed my time serving this community. I am walking away with a deeper understanding of how dedicated this town is to its children, teachers, administrators and support services.

Thank You.

Warmly,

Catherine McLaughlin

Sent from my iPhone





## Elected Official Vacancies for the Erving Recreation Commission, Board of Assessors, School Committee and Planning Board

The Town of Erving would like to announce three (3) vacancies on the Recreation Commission, one (1) vacancy on the Planning Board, one (1) vacancy on the Board of Assessors, and one (1) vacancy on the School Committee. These vacancies are for elected positions. In accordance with MGL Chapter 41, Section 11, the Select Board is seeking interested residents to serve in these positions until the Annual Town Election in 2023. To be considered, an interested person must be a registered voter of the Town of Erving.



The **Planning Board** is a five (5) member elected Board that guides the development of Erving by serving as the Special Permit and site plan review authority under the Zoning Bylaw. The Board also administers the provisions of the Subdivision Control regulations. The Planning Board plays an important role in reviewing the Zoning Bylaw, proposing edits, and holding public hearings for voters before any revisions are presented at Town Meeting.



The **Recreation Commission** is a five (5) member elected Board that provides youth sports, recreational programs, and special events for Erving residents. The Commission does so while overseeing the use and development of the Town's five (5) parks and playgrounds.



The **Board of Assessors** is a three (3) member elected Board that supervises the work performed by the Principal Assessor. This position approves and oversees the tax rate setting process as well as approval of exemptions, abatements, motor vehicle excise and valuation of real and personal property in the Town of Erving. There is a requirement to meet at least once a month for a 60 to 90-minute meeting.



The **School Committee** is a five (5) member elected Board that establishes educational goals and policies for Erving Elementary School consistent with the requirements of the law. Each member is expected to attend all meetings (3rd Tuesday of every month) and participate in subcommittees. Members are also encouraged to attend the Union 28 District quarterly meetings. It is highly recommended that the Superintendent's Evaluation be completed by each member.

If you are interested, please send a written letter of interest that identifies the position that you are interested in serving in and that includes your name, address, and contact information. It may be helpful to include an explanation of your education, training, experience, and other interests that would lend itself to the position sought. Letters of interest are due by **Wednesday, September 21, 2022**.

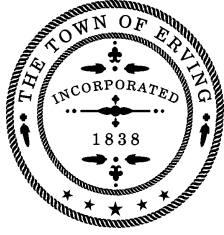
**Letters can be sent by mail to:**

Erving Select Board

12 East Main Street

Erving, Massachusetts 01344

Or by email to: [volunteer@erving-ma.gov](mailto:volunteer@erving-ma.gov).



# 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](mailto:administrator@erving-ma.gov)

Jacob A. Smith, Chair  
Scott Bastarache  
William A. Bembury  
*Select Board*

Bryan Smith  
*Town Administrator*

August 26, 2022

To: Select Board  
From: Bryan Smith, Town Administrator  
RE: Request from FirstLight to Support Comprehensive Agreement Filing Extension with FERC

On August 09, 2022, FirstLight filed an update with the Federal Energy Regulatory Commission (FERC) regarding the current status of settlement negotiations and a request for an extension to December 31, 2022 for the final comprehensive settlement agreement. A copy of the progress update communication from FirstLight to FERC is included with your packet.

As a stakeholder with the ongoing settlement negotiations, the Town has been asked to comment on the extension request. It is my recommendation that the Town does not object to the extension request and may even express support for the request to allow sufficient time to complete negotiations.

For your consideration, I have drafted a letter to FERC expressing support and have included a copy in your packet.



Northfield Mountain Station  
99 Millers Falls Road  
Northfield, MA 01360  
Ph.: (413) 659-4489  
Fax: (413) 659-4469  
Email: alan.douglass@firstlightpower.com

Alan Douglass  
Regulatory Compliance Manager

August 9, 2022

*Via Electronic Filing*

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, DC 20426

Re: Turners Falls Hydroelectric Project (FERC No. 1889), FirstLight MA Hydro LLC, Northfield Mountain Pumped Storage Project (FERC No. 2485), Northfield Mountain LLC, Status Update

Dear Secretary Bose:

On July 25, 2022, the Federal Energy Regulatory Commission (“FERC”) sent FirstLight a letter requesting the following “*Within 15 days from the date of this letter, please provide an update on the Licensees’ progress in reaching a settlement agreement and a schedule for filing the settlement agreement.*”

FirstLight is continuing to move forward with both the form and substance of a Comprehensive Settlement Agreement (“CSA”) for the Turners Falls Hydroelectric Project and Northfield Mountain Pumped Storage Project. As elaborated below, we have made substantial progress toward realizing this goal since our last progress report. We are continuing to work on a finite list of remaining issues with the goal of filing a CSA with FERC by December 31, 2022.

Since FirstLight’s last status update, filed on March 17, 2022, we have continued to consistently engage with federal and state resource agencies, local communities, environmental organizations, Native American Tribes, and other stakeholders (“the Parties”) on reaching a CSA. Below is a status update on activities:

- Agreement-in-Principle (“AIP”) documents were filed with FERC relative to whitewater flows, recreation, minimum fish flows and project operations, and the timing and types of fish passage facilities.
- A drafting group comprised of counsel from FirstLight and several other settlement participants has made substantial progress on the general terms and conditions of a CSA. FirstLight has also begun the process on an initial draft of proposed license articles and an explanatory statement for the CSA.
- Several meetings were held to develop a single Recreation Management Plan (“RMP”) for the two projects. A final RMP was completed and sent to the Parties on July 25, 2022. The RMP will be part of the CSA.
- Several meetings were held with the fish and wildlife agencies to develop an agreeable protocol to dampen the magnitude of Great River Hydro’s (“GRH”) Vernon Hydroelectric Project (FERC No. 1904) flexible operations discharges below FirstLight’s Turners Falls Project from July 1 through November 30. An agreement has been reached on this protocol.

- As reflected in the fish passage and flows AIP, Parties have reached agreement on the specific fish passage measures to be constructed and the timing of that construction. FirstLight and the agency settlement parties have exchanged proposals and met several times on fish passage performance metrics and adaptive fish passage management measures. FirstLight and the fish and wildlife agencies have made substantial progress and are hoping to narrow the remaining gaps in the coming weeks.
- FirstLight and interested Tribes have had productive discussions around Tribal interests over the last several months. FirstLight has a proposal pending and expects to receive a response within the next week. We will forward an AIP to FERC upon successful completion of these discussions.
- Discussions on shoreline erosion have been delayed due to the time needed to a) reach resolution of how FirstLight operations would dampen GRH's flexible operations at the Vernon Hydroelectric Project, and b) simulating these operations, along with the operations already agreed to in the AIP within a series of models. With this now finalized, FirstLight has run the three models (HEC-ResSim, HEC-RAS and finally the Bank Stability and Toe Erosion Model (BSTEM)) needed to determine causal influence relative to erosion. FirstLight is currently developing a letter report of the findings which it will circulate to the interested Parties in the next few weeks along with FirstLight's proposal.
- FirstLight has been negotiating off-license measures with certain Parties on a finite list of issues as part of a CSA.

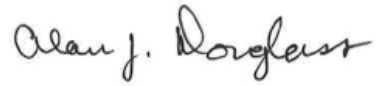
The Parties have advanced comprehensive settlement substantially since our last progress report. The outstanding items include:

- Attorney drafting group to complete language on general terms and conditions;
- FirstLight to finalize language for draft proposed license articles and explanatory statement and circulate it to the Parties for review and comment;
- Complete negotiation of off-license measures;
- Fishery agencies and FirstLight close the remaining gaps on performance metrics and adaptive management;
- FirstLight to consult with local Tribes to finalize an AIP;
- FirstLight to distribute an erosion causation letter report and initial proposal in August and set a schedule for negotiations with the goal of an erosion AIP by mid-October.

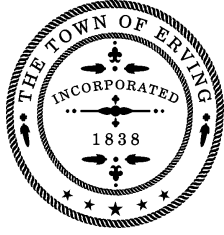
FirstLight continues to believe that a comprehensive settlement is the most expeditious way to get to a final license with terms acceptable to the majority of licensing stakeholders. Based on the progress we have made and the outstanding items, FirstLight believes a CSA is achievable and can be filed with FERC by December 31, 2022. See 18 CFR Section 5.29(g). FirstLight commits to keep FERC informed of the Parties' progress and will file a progress report with FERC on or before October 31, 2022. We thank FERC for its patience while FirstLight and the Parties work through the details of this highly complicated and detailed settlement.

Thank you for your consideration.

Respectfully,

A handwritten signature in black ink that reads "Alan J. Douglass". The signature is written in a cursive style with a large, prominent "D" at the end.

Alan Douglass  
Regulatory Compliance Manager



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*Select Board*

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August 26, 2022

Federal Energy Regulatory Commission  
Attn: Secretary Kimberly D. Bose  
888 First Street, N.E.  
Washington, DC 20426

Re: Comment on Status Update Regarding Turners Falls Hydroelectric Project (FERC No. 1889), FirstLight MA Hydro LLC, Northfield Mountain Pumped Storage Project (FERC No. 2485), Northfield Mountain LLC

Dear Secretary Bose,

The Town of Erving is aware that on August 09, 2022, FirstLight Power Resources filed a status update with the Commission (Accession # 20220809-5118) outlining the work that has been completed towards a comprehensive settlement agreement for the Turners Falls Hydroelectric Project (FERC No. 1889), FirstLight MA Hydro LLC, Northfield Mountain Pumped Storage Project (FERC No. 2485), Northfield Mountain LLC. The Town of Erving is a stakeholder in the settlement negotiations.

Based on the progress that has been made towards a comprehensive settlement agreement, the Town of Erving supports the schedule outlined by FirstLight, including the proposed completion date of December 31, 2022.

Thank you for the opportunity to submit comments.

Respectfully,

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Jacob A. Smith, Chair

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William A. Bembury

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Scott Bastarache

Erving Select Board