

# TOWN OF ERVING

## SELECT BOARD / WATER COMMISSIONERS

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

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

Bryan Smith  
*Town Administrator*

### Meeting Agenda Monday, November 13, 2023

This meeting is open to the public.

#### Scheduled Business

| <i>Time</i> | <i>Agenda Item</i> |
|-------------|--------------------|
| 6:30 PM     | Call to Order      |

#### Old Business

| <i>Agenda Item</i>   |       | <i>Section</i> |
|--|-------|----------------|
| Review Proposed Amendment for Traffic Rules & Regulations- 2 <sup>nd</sup> Reading | ..... | 1              |
| Surplus Equipment Request- Assessor’s Filing Cabinet- 2 <sup>nd</sup> Reading      | ..... | 2              |
|  | ..... |                |
|  | ..... |                |

#### New Business

| <i>Agenda Item</i>  |       | <i>Section</i> |
|---|-------|----------------|
| Meeting Minutes: April 10, 2023, June 12, 2023, October 11, 2023 & October 18, 2023   | ..... | 3              |
| Review of FY2024 Maple Avenue Landfill- Professional Engineering Services Proposal    | ..... | 4              |
| Review & Issuance of the 1 <sup>st</sup> Water Abatement for FY2024                   | ..... | 5              |
| Discussion Regarding Small Bridge Grant Notification & Allowable Engineering Services | ..... | 6              |
| Discussion Regarding IP Mill Property Insurance Concerns                              | ..... | 7              |
|   | ..... |                |
|   | ..... |                |
|   | ..... |                |
|   | ..... |                |

#### Other Business

#### **Signing of the Treasury Warrant**

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

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

#### Anticipated Next Meeting Dates

Monday, November 27, 2023- 6:30PM Monday, December 11, 2023- 6:30PM

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.
3. Employees and Board members who have business with the Select Board should be placed on the agenda beforehand (see Item # 1.).
4. Anyone wishing to contact the Select Board in writing may do so at:

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

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

The Select Board appreciates your cooperation in honoring these guidelines.

#### **From Massachusetts Attorney General Official Website**

##### **What public participation in meetings must be allowed?**

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

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



# TOWN OF ERVING

CHAPTER 360

12 Main Street  
Erving, Massachusetts 01344

REGULATION

Telephone: (413) 422-2800

Facsimile: (413) 422-2808

Email: administrator@erving-ma.gov

## Traffic Rules and Orders

*Jacob A. Smith, Chairman*

*Scott Bastarache*

*James Loynd*

Erving Select Board

Attested: \_\_\_\_\_ Date: \_\_\_\_\_

*Richard Newton, Town Clerk*

### Table of Contents

|   |    |
|---|----|
| ISSUE DATE / EFFECTIVE DATE.....                              | 1  |
| ARTICLE 1 AUTHORITY & APPLICABILITY.....                      | 2  |
| ARTICLE 2 DEFINITIONS.....                                    | 2  |
| ARTICLE 3 AUTHORITY AND DUTIES OF POLICE.....                 | 4  |
| ARTICLE 4 TRAFFIC SIGNS, SIGNALS, MARKINGS AND ZONES.....     | 5  |
| ARTICLE 6 STOPPING, STANDING, PARKING.....                    | 5  |
| ARTICLE 7 ONE-WAY STREETS.....                                | 7  |
| ARTICLE 8 OPERATION OF VEHICLES (MGL CHAPTER 89 GOVERNS)..... | 7  |
| ARTICLE 9 ACCIDENT REPORTS.....                               | 12 |
| ARTICLE 10 PENALTIES AND REPEALS.....                         | 12 |
| Schedule I PARKING PROHIBITED.....                            | 13 |
| Schedule I-A ON-STREET PARKING METER ZONES.....               | 13 |
| Schedule II ONE-WAY STREETS.....                              | 13 |
| Schedule III STOP & YIELD SIGNS.....                          | 13 |
| Schedule IV THROUGH STREETS.....                              | 15 |

### **ISSUE DATE / EFFECTIVE DATE**

This regulation was duly passed at a meeting of the Select Board, held on November 14, 2022 and is effective on November 14, 2022.

This regulation supersedes the regulations previously issued on October 22, 1962.

## **ARTICLE 1 AUTHORITY & APPLICABILITY**

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**§ 360-1** The Select Board of the Town of Erving, acting by virtue of the power given to it by Section 22 of Chapter 40 of the General Laws of Massachusetts and by virtue of any other power it hereto enabling, hereby adopts and makes the rules and orders for the regulation of carriages and vehicles used in the said town for regulating traffic upon the streets and highways of said Town of Erving ; insofar as the said rules and orders or any of them are the same as the regulations, rules and orders now in force they shall be deemed to be a continuation thereof.

## **ARTICLE 2 DEFINITIONS**

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**§ 360-2** For the purpose of these regulations the words and phrases used herein shall have the following meanings except in those instances where the context clearly indicates a different meaning.

**Bus Stops:** An area in the roadway set aside for the boarding of or alighting from and the parking of buses.

**Crosswalks:** That portion of a roadway ordinarily included within the prolongation or connection of curb lines and property lines at intersections, or at any portion of a roadway clearly indicated for pedestrian crossing by lines on the road surface or by other marking or signs.

**Curb Marking, Official:** That portion of a curbing, the painting of which has been authorized by the Highway Superintendent, and which has the written approval of the Department.

**Emergency Vehicles:** Vehicles of the Fire Department (Fire Patrol), police vehicles, ambulances and emergency vehicles of federal, state and municipal departments or public service corporations when the latter are responding to an emergency in relation to the police or fire department.

**Funerals:** Any procession of mourners properly identified as such accompanying the remains of a human body.

**Intersection:** The area embraced within the extensions of the lateral curb lines or, if none, then the lateral boundary lines, of intersecting ways as defined in Section 1 of Chapter 90 of the General Laws, including divided ways. The rules and regulations herein contained governing and restricting the movement of vehicles at and near intersecting ways shall apply at any place along any way at which drivers are to be controlled by traffic control signals whether or not such place is an intersection as herein defined.

**Lane:** A longitudinal division of a roadway of sufficient width intended to accommodate the passage of a single line of vehicles.

**Officers:** Any officer of the Erving Police Department or any officer authorized to direct or regulate traffic or to make arrests for the violation of traffic regulations.

**Parking:** The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading, or in obedience to an officer or traffic signs or signals, or while making emergency repairs or, if disabled, while arrangements are being made to move such vehicle.

**Pedestrian:** Any person afoot or riding on a conveyance moving by human muscular power, except bicycles or tricycles, as defined in Chapter 90, Section 1 (General Laws).

**Railroad Crossing:** Any intersection of ways with a railroad right-of-way.

**Roadways:** That portion of a street or highway between the regularly established curb lines or that part, exclusive or shoulders, improved and intended to be used for vehicular traffic.

**Rotary-Traffic:** The counter-clockwise operation of a vehicle around an object or structure.

**Safety Zone:** Any area or space set aside within a roadway for the exclusive use of pedestrians and which has been indicated by signs, lines or markings, having the written approval of the Department.

**Service Zone:** An area in the roadway set aside for the accommodation of commercial and transient vehicular traffic.

**Street or Highway:** The entire width between property lines of every way open to the use of the public for purposes of travel.

**Street Marking, Official:** Any painted line, legend, marking or marker of any description painted or placed upon any way which purports to direct or regulate traffic and which has been authorized by the Select Board and which has the written approval of the Department.

**Traffic:** Pedestrians, ridden or herded animals, vehicles, street cars or other conveyances either singly or together while using any street or highway for the purpose of travel.

**Traffic Control Area:** Any area along any way, other than an intersecting way, at which drivers are to be controlled by traffic control signals.

**Traffic Control Signal:** Any device using colored lights which conforms to the standards as prescribed by the Department, whether manually, electrically or mechanically operated, by which traffic may be alternately directed to stop and to proceed.

**Traffic Islands:** Any area or space set aside within a roadway, which is not intended for use by vehicular traffic.

**Traffic Signs, Official:** All signs, markings and devices, other than signals, not inconsistent with these rules and orders, and which conform to the standards prescribed by the Department and placed or erected by authority of public body or official having jurisdiction for the purpose of guiding, directing, warning, or regulating traffic.

**Traffic Signals, Official:** All signals, conforming to the standards as prescribed by the Department not inconsistent with these rules and orders, placed or erected by authority of a public body or official having jurisdiction, for the purpose of directing or warning traffic.

**U-Turn:** The turning of a vehicle by means of a continuous turn whereby the direction of such vehicle is reversed.

**Work Safety Zone:** an area of a trafficway with highway construction, maintenance, or utility-work activities

**Vehicles:** Every device in, upon or by which any person or property is or may be transported or drawn upon a highway, including bicycles when the provisions of these rules are applicable to them, except other devices moved by human power or used exclusively upon stationary rails or tracks and devices which derive their for operation from stationary overhead wires.

**Vehicles, Commercial:** Any vehicle being used in the transportation of goods, wares or merchandise for commercial purposes.

**Vehicle, Heavy Commercial:** Any commercial vehicle of over two and one-half (2½) ton carrying capacity.

**People:** The word "person" shall mean and include any individual, firm, co-partnership, association or corporation.

**Parking Meters:** The words "parking meter" shall mean any mechanical device, not inconsistent with the provisions of this regulation, and placed or erected on any public way or municipal off-street parking area within the Town for the regulation of parking. Each parking meter installed shall indicate by proper legend the legal parking time established by this regulation and when operated shall at all times indicate the balance of legal parking time permitted and at the expiration of such period shall indicate illegal or overtime parking.

**Parking Meter Zone:** The words "parking meter zone" shall mean and include any street or portion thereof or municipal off-street parking area upon which parking of vehicles is permitted for a limited time subject to compliance with the further provisions of this regulation.

**Parking Meter Space:** The words "parking meter space" shall mean any space within a parking meter zone, adjacent to a parking meter which is duly designated for the parking of a single vehicle by lines painted on the surface of the street or municipal off-street parking area adjacent to or adjoining each parking meter.

### **ARTICLE 3 AUTHORITY AND DUTIES OF POLICE**

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**§ 360-3 Traffic, Police to Direct:** It shall be the duty of officers designated by the Chief of Police to enforce the provisions of these regulations. Such officers are hereby authorized to direct all traffic either in person or by means of visible or audible signal in conformance with the provisions of these regulations, provided that in the event of a fire or other emergency, to expedite traffic or safeguard pedestrians, officers of the Police or Fire Department may direct traffic as conditions may require, notwithstanding the provisions of these regulations.

**§ 360-4 Close Street, Police May Temporarily:** The Chief of Police is hereby authorized to close temporarily any street or highway in an impending or existing emergency, or for any lawful assemblage, demonstration or procession.

**§ 360-5 Parking, Police May Prohibit Temporarily:** The Chief of Police is hereby authorized to prohibit, temporarily, parking on any street or highway or part thereof in an impending or existing emergency or for a lawful assemblage demonstration or procession. Vehicles parked in places where parking is prohibited temporarily may be moved by or under the direction of an officer.

**§ 360-6 Exemptions:** The provisions of these regulations shall not apply to drivers actually engaged in work upon a street or highway closed to travel or under construction or repair, to officers when engaged in the performance of public duties nor to drivers of emergency vehicles while operating in an emergency and in performance of public duties when the nature of the work of any of these necessitate a departure from any part of these regulations. These exemptions shall not, however, protect the driver of any vehicle from the consequences of a reckless disregard of the safety of others.

## **ARTICLE 4 TRAFFIC SIGNS, SIGNALS, MARKINGS AND ZONES**

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**§ 360-7 Bus Stops and Service Zones, Location of:** The location of all bus stops and service zones shall be specified by the Chief of Police and these zones will be posted accordingly.

**§ 360-8 Interference with Signs, Signals and Markings Prohibited:** Any person who willfully defaces, damages, moves, obstructs or interferes with any official traffic signs, signals or marking shall be liable to a penalty of twenty (20) dollars for each and every offense.

**§ 360-9 Obedience to Traffic Signs, Signals and Markings:** No driver of any vehicle or of any street car shall disobey the instructions of any official traffic control signal, sign, marking, marker or legend unless otherwise directed by a police officer.

### **§ 360-10 Traffic Signs and Signals**

- A. The Highway Superintendent is hereby authorized, and as to those signs and signals required hereunder it shall be their duty, to place and maintain or cause to be placed and maintained all official traffic signs, signals, markings and safety zones. All signs, signals, markings and safety zones shall conform to the standards as prescribed by the Department.
- B. Sections 2 and 3 of Article 3 and Section 2 and 3 and 6 and 8 and 9 inclusive of Article 6 relating to parking and Sections 7 and 10 of Article 8 concerning turning movements and Section 20 of Article 8 pertaining to exclusion shall be effective only during such time as official signs are erected and maintained in each block designating the provisions of such sections and located so as to be easily visible to approaching drivers.
- C. Sections relating to one-way streets shall be effective only during such time as a sufficient number of official signs are erected and maintained at the entrance and each of the exits for each one-way street, so that at least one sign will be clearly visible for a distance of at least seventy-five (75) feet to drivers approaching such an exit.

**§ 360-11 Signals, Signals and Markings Prohibited, Display of Unauthorized Devices:** No person or corporation shall place, maintain or display upon or in view of any street any unofficial device, sign, signal, curb marking or street marking which purports, to be or is an imitation of or resembles an official traffic device, sign, signal, curb marking or street marking or which attempts to direct the movement of traffic or which hides from view any official sign, signal, marking or device. The Chief of Police is hereby empowered to remove every such prohibited sign, signal, marking or device or cause it to be removed without notice.

**§ 360-12 Experimental Regulation:** For the purpose of trial the Highway Superintendent may make temporary rules regulating traffic or test under actual conditions traffic signs, markings, or other devices. No such experimental rules relating to traffic shall remain in effect for a period longer than 60 days.

## **ARTICLE 6 STOPPING, STANDING, PARKING**

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**§ 360-13 General Prohibitions:** No person shall allow, permit or suffer any vehicle registered in their name to stand or park in any street, way, highway, road or parkway under the control of the Town of Erving in violation of any of the Traffic Rules and Orders adopted by the Select Board and in particular in

any of the following places except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or traffic sign or signal.

- A. Within an intersection "except within those intersections where the installation of parking meters has been specifically approved by the Department."
- B. Upon any sidewalk.
- C. Upon any crosswalk.
- D. Upon the travel lane.
- E. Upon a roadway where parking is permitted unless both wheels on the right side of the vehicle are within twelve (12) inches of the curb or edge of the roadway, except upon those streets which are designated as one-way streets. On such one-way streets vehicles shall be parked in the direction in which said vehicle is moving and with both wheels within twelve (12) inches of the curb. This shall not apply to streets or parts of streets where angle parking is required by these regulations.
- F. Upon any roadway where the parking of a vehicle will not leave a clear and unobstructed lane at least ten (10) feet wide for passing traffic.
- G. Upon any street or highway within ten (10) feet of fire hydrant.
- H. In front of any private road or driveway.
- I. Upon any street or highway within twenty (20) feet of an intersecting way, except alleys.
- J. Within fifteen (15) feet of the wall of a fire station or directly across the street from such fire station provided signs are erected acquainting the driver of such restriction.
- K. Alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic.
- L. Within twenty-five (25) feet of the nearest rail of a railroad crossing when there are no gates at such crossing, or otherwise within five (5) feet from the gate.
- M. On a bridge and the approach thereto.

**§ 360-14 Service Zones:** No person shall park a vehicle upon any street in any service zone for a period of time longer than thirty minutes and except while actually engaged in loading or unloading.

**§ 360-15 Diagonal Parking**

- A. The Highway Superintendent shall determine the street upon which diagonal parking will be permitted and shall cause said streets to be designated by signs and the surfaces thereof to be marked as directed by the Chief of Police.
- B. Diagonal parking is permitted upon certain sections of a number of streets as designated in Schedule No. 1, hereto appended to which reference is made and which Schedule No. 1, relative to diagonal parking is herewith specifically incorporated in



this section. Where such diagonal parking is permitted, vehicles shall be parked with one wheel within twelve (12) inches of the curb and at the angle to the curb indicated by official marks and signs. The vehicle shall be parked so that all four wheels thereof shall be placed wholly within the area indicated for parking, and headed to the curb.

**§ 360-16 Parking Vehicle for Sale Prohibited:** It shall be unlawful for any person to park upon a street or highway any vehicle displayed for sale.

**§ 360-17 Parking Location and Prohibitions:** Parking is prohibited, restricted or limited as to time, space and streets in accordance with a schedule of streets designated as Schedule No. 1, hereto appended to which reference is made and which Schedule No. 1, is specifically incorporated in this section. No operator shall park a vehicle in the designated prohibited locations or in the restricted locations for a period longer than is designated in Schedule No. 1, except as otherwise provided in this Schedule, or where there is a time limit as to parking.

**§ 360-18 Prohibited at Safety Zones:** No person shall park a vehicle within twenty (20) feet of either end of a safety zone which is located within thirty (30) feet of the curb or edge of the roadway.

**§ 360-19 Bus Stops**

- A. No person shall stop or park a vehicle other than a bus in a bus stop.
- B. No person shall park a bus upon any street within a business district at any place other than a bus stop when a nearby bus stop is available for use.

## **ARTICLE 7 ONE-WAY STREETS**

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**§ 360-20 One-Way Streets:** The streets or portions thereof designated in Schedule No. II hereto appended and specifically incorporated in this section are declared to be one-way streets and all vehicular traffic shall move on those streets or portions thereof in the direction designated in said Schedule No. II.

**§ 360-21 Rotary Traffic:** Within the area set forth below vehicular traffic shall move only in a rotary counter-clockwise direction except when otherwise directed by an officer.

## **ARTICLE 8 OPERATION OF VEHICLES (MGL CHAPTER 89 GOVERNS)**

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**§ 360-22 Overtake Only When There is a Space Ahead:** The driver of a vehicle shall not overtake and pass a vehicle proceeding in the same direction unless there is sufficient clear space ahead on the right side of the roadway to permit the overtaking to be completed without impeding the safety operation of any vehicle ahead.

**§ 360-23 Driver to Give Way to Overtaking Vehicle:** One driver of a vehicle when about to be overtaken and passed by another vehicle approaching from the rear shall give way to the right in favor of the overtaking vehicle on suitable and visible signal being given by the driver of the overtaking vehicle, and shall not increase the speed of his vehicle until completely passed by the overtaking vehicle.

**§ 360-24 Obstructing Traffic:**

- A. No person shall drive in such a manner as to obstruct unnecessarily the normal movement of traffic on any street or highway. Officers are hereby authorized to require any driver who fails to comply with this section to drive to the side of the roadway and wait until such traffic as has been delayed has passed.

- B. No driver shall enter an intersection or a marked crosswalk unless there is sufficient space on the other side of the intersection or crosswalk and on the right half of the roadway to operate the vehicle they are operating without obstructing the passage of other vehicles or pedestrians notwithstanding any traffic control signal indication to proceed.

**§ 360-25 Following Too Closely:** The driver of a vehicle shall not follow another vehicle more closely than is reasonable and prudent, having due regard to the speed of such vehicle and the traffic upon and condition of the street or highway.

**§ 360-26 Clinging to Moving Vehicles:** It shall be unlawful for any person traveling upon a bicycle, motorcycle, coaster, sled, roller skates, or any toy vehicle to cling to, or attach himself or his vehicle to any moving vehicle or street car upon any roadway.

**§ 360-27 Care in Starting, Stopping, Turning or Backing:** The driver of any vehicle before starting, stopping, turning from a direct line or backing shall first see that such movement can be made in safety. If such movement cannot be made in safety or if it interferes unduly with the normal movement of other traffic, said driver shall wait for a more favorable opportunity to make such movement. If the operation of another vehicle should be affected by a stopping or turning movement, the driver of such other vehicle shall be given a plainly visible signal as required by statute law.

**§ 360-28 Emerging from Alley or Private Driveway:** The operator of a vehicle emerging from an alley, driveway or a garage shall stop such vehicle immediately prior to driving on to a sidewalk or on to the sidewalk area extending across alleyway or driveway.

**§ 360-29 Obedience to Traffic Control Signals:** Colors and arrow indications in traffic control signals, temporary and permanent, shall have the commands ascribed to them in this section, and no other meanings and every driver of a vehicle, railway car, or other conveyance shall comply therewith, except when otherwise directed by an officer or by a lawful traffic regulating sign (other than a "stop" sign), signal or device or except as provided in section 7-18(b) of these rules. In no case shall a driver enter or proceed through an intersection without due regard to the safety of other persons within the intersection, regardless of what indications may be given by traffic control signals.

A. Green indications shall have the following meanings:

- I. Vehicular traffic facing a CIRCULAR GREEN signal indication is permitted to proceed straight through or turn right or left or make a U-Turn unless such movement is modified by lane use signs, lane markings, roadway design, separate turn signal indications or other traffic control devices. Vehicular traffic turning right or left or making a U-Turn shall yield the right-of-way to other vehicles, and to pedestrians lawfully within the intersection or an adjacent crosswalk, at the time such signal is exhibited.
- II. Vehicular traffic facing a GREEN ARROW signal indication displayed alone or in combination with another signal indication, may cautiously enter the intersection only to make the movement indicated by such arrow, or such other movements as is permitted by other indications displayed at the same time. Such drivers shall yield the right-of-way to pedestrians

lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.

B. Steady yellow indications shall have the following meanings:

- I. Vehicular traffic facing a steady CIRCULAR YELLOW OR YELLOW ARROW signal is thereby warned that the related green movement is being terminated or that a red indication will be exhibited immediately thereafter when drivers shall not enter the intersection.

C. Steady red indications shall have the following meanings:

- I. Vehicular traffic facing a steady CIRCULAR RED signal and NO TURN ON RED SIGN shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or if none, then before entering the intersection and shall remain standing until an indication to proceed is shown except as provided in (II) below.
- II. When no sign is in place prohibiting a right turn, or a left turn from a one way street to another one way street, drivers facing a steady circular red signal may cautiously enter the intersection to make the right turn, or left turn from a one way street to another one way street, after stopping as provided in (I) above. Such drivers shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.
- III. Vehicular traffic facing a steady RED ARROW indication may not enter the intersection to make the movement indicated by such arrow, and unless entering the intersection to make such other movement as is permitted by other indications shown at the same time, shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or if none, then before entering the intersection and shall remain standing until an indication to make the movement indicated by such arrow is shown.

D. Flashing signal indication shall have the following meanings:

- I. **FLASHING RED (stop signal)** - When a red lens is illuminated with rapid intermittent flashes, driver of vehicles shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or if none, then at the point nearest the intersecting roadway where the drivers has a view of approaching traffic on the intersecting roadway before entering the intersection, and the right to proceed shall be subject to the provisions of Chapter 89, Section 8 of the General Laws.
- II. **FLASHING YELLOW (caution signal)** - When a yellow lens is illuminated with rapid intermittent flashes, drivers of vehicles may proceed through the intersection or pass such signal only with caution.
- III. **FLASHING YELLOW ARROW** Vehicular traffic, on an approach to an intersection, facing a FLASHING YELLOW ARROW signal indication,

displayed alone or in combination with another signal indication, is permitted to cautiously enter the intersection only to make the movement indicated by such arrow, or other such movement as is permitted by other signal indications displayed at the same time. Such vehicular traffic, including vehicles turning right or left or making a U-turn, shall yield the right-of-way to:

- a. Pedestrians lawfully within an associated crosswalk, and
- b. Other vehicles lawfully within the intersection.

In addition, vehicular traffic turning left or making a U-turn to the left shall yield the right-of-way to other vehicles approaching from the opposite direction so closely as to constitute an immediate hazard during the time when such turning vehicle is moving across or within the intersection.

**§ 360-30 U-Turns Prohibited:** No operator shall back or turn a vehicle so as to proceed in the direction opposite to that in which said vehicle is beaded or traveling on the following streets: none.

**§ 360-31 Stop Signs, Yield Signs, Through Ways**

**A. For Stop Signs:** "In accordance with the provisions of Chapter 89, Section 9 of the General Laws the following streets are designated as streets at the intersections and in the direction indicated:"

In accordance with the foregoing, the streets listed in Schedule No. III of these rules and orders are hereby declared to constitute stop streets or flashing red signal intersections as the case may be, and said Schedule No. III is hereby specifically incorporated in this Section.

The same preamble and Schedule No. III shall be used for designation of yield signs.

**B. For Through Ways:** "In accordance with the provisions of Chapter 89, Section 9 of the General Laws, the ways or parts of ways are hereby designated as through ways in Schedule No. IV.

**§ 360-32 Keep to the Right of Roadway Division:** Upon such roadways as are divided by a parkway, grass plot, reservation, viaduct, subway or by any structure or area, drivers shall keep to the right of such a division except when otherwise directed by an officer, signs, signals, or markings.

**§ 360-33 Operation of Under or Overpasses at Intersection with Islands:** At any junction or crossing of ways where the roadway grades have been separated and where the ways are connected by ramps and at any intersection of ways in which there are traffic islands, drivers of vehicles shall proceed only as indicated by official signs, signals or markings.

**§ 360-34 Driving on Road Surfaces Under Construction or Repair:** No operator shall enter upon a road surface of any street or highway or section thereof, when, by reason of construction, surface treatment, maintenance or the like, or because of some unprotected hazard, such road surface of the street or highway is not to be used or when so advised by an officer, watchman, member of a street or highway crew or employees of the town, either audibly or by signals.

**§ 360-35 No Driving on Sidewalks:** The driver of a vehicle shall not drive upon any sidewalk except at a permanent or temporary driveway.

**§ 360-36 No Driving Through Work Safety Zones:** It shall be unlawful for the driver of a vehicle, except on signal from a police officer to drive the same over or through a safety zone during active work. The speed limit for the safety zone will be posted.

**§ 360-37 Funerals to be Properly Identified:** A funeral composed entirely or partly of a procession of vehicles shall be identified as such by means of black pennants bearing a purple symbol attached to both the first and last vehicles or other suitable means.

**§ 360-38 Right and Duties of Drivers in Funerals or Other Processions:**

- A. It shall be the duty of each driver in a funeral or other procession to keep as near to the right edge of the roadway as is feasible and to follow the vehicle ahead as closely as practicable and safe.
- B. At an intersection where a traffic control signal is operating the driver of the first vehicle in a funeral or other procession shall be the only one required to stop for a red and/or yellow indication.
- C. At an intersection where a lawful Stop sign exists, the driver of first vehicle in a funeral or other procession shall be the only one required to stop before proceeding through the intersection.

**§ 360-39 Unlawful Riding:** It shall be unlawful for any reason to ride on any portion of a vehicle not designated or intended for the use of passengers when the vehicle is in motion. This provision shall not apply to any employee engaged in the necessary discharge of a duty or within truck bodies in space intended for merchandise.

**§ 360-40 Operation of Heavy Commercial Vehicles:**

- A. In accordance with the Town of Erving Heavy Commercial Vehicle Exclusion Bylaw, the use and operation of heavy commercial vehicles having a carrying capacity of more than 2½ tons, are hereby restricted on the following named streets or parts thereof:
  - I. Church Street- Entire length
  - II. North Street- Entire length
- B. Exemptions - Part 1 of this Section shall not apply to heavy commercial vehicles going to or coming from places upon said streets for the purpose of making deliveries of goods, materials, or merchandise to or similar collections from abutting land or buildings or adjoining streets or ways to which access cannot otherwise be gained; or to vehicles used in connection with the construction, maintenance and repair of said streets or public utilities therein; or to Federal, State, Municipal or public service corporation owned vehicles.

## ARTICLE 9 ACCIDENT REPORTS

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**§ 360-41 Drivers Must Report Accidents** Every person operating a motor vehicle which is in any manner involved in an accident in which any person is killed or injured or, in which there is damage in excess of one thousand dollars (\$1,000.00) to any one vehicle or other property, shall report such accident within five (5) days to the Registrar and to the Police Department in accordance with the provisions of Chapter 90, Section 26, of the General Laws.

## ARTICLE 10 PENALTIES AND REPEALS

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**§ 360-42 Penalties:** Any person violating any provisions of any rule, regulation or order regulating the parking of motor vehicles made by anybody authorized to make the same shall be dealt with as provided in General Laws, Chapter 90, Section 20A or any Acts in amendment thereof, or in addition thereto, and any person violating any of the rules and regulations applicable to State Highways made by the Department under authority of General Laws, Chapter 85, Section 2, and Acts in amendment thereof, and in addition thereto, shall be subject to the penalty provided in said rules and regulations. Additionally, any specific penalties instituted by these regulations is listed in the Regulatory Fines & Fees appendix and the most current version is on file with the Town Clerk's Office.

**§ 360-43 Repeal:** These rules are adopted with the intent that each of them shall have force and effect separately and independently of every other except insofar as by express reference or necessary implication any rule or any part of a rule is made dependent upon another rule or part thereof. All official signs, lights, markings, signal systems or devices erected or installed under prior rules or regulations and necessary to the enforcement of these regulations and necessary to the enforcement of these regulations shall be deemed to have been lawfully erected or installed hereunder provided the same are erected or installed with the permission and approval of the Department and insofar as the same are necessary as aforesaid for the enforcement of these regulations they shall be deemed continuing hereunder but in all other respects all prior rules, orders and regulation made by the Select Board of the Town of Erving for the regulation of vehicles are hereby expressly repealed. This repeal, however, shall not affect any punishment or penalty imposed or any complaint or prosecution pending at the time of the passage hereof for any offense committed under said prior rules, order or regulations hereby repealed, nor shall said repeal be effective unless and until these rules and regulations have been approved and published as required by law.

**§ 360-44 Effect of Regulations:** If any section, subsection, sentence, clause or phrase of these rules and order is for any reason unconstitutional, such decisions shall not affect the validity of the remaining portion of these rules and orders. The Select Board hereby declares that it would have passed these regulations and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one of more sections, subsection, sentence, clauses or phrases be declared unconstitutional.

**§ 360-45 Owner Prima Facie Responsible for Violations:** If any vehicle is found upon any street or highway in violation of any provisions of these rules and regulations and the identity of the driver cannot be determined, the owner or the person in whose name such a vehicle is registered shall be held prima facie responsible for such violations.

**Schedule I     PARKING PROHIBITED**

| <b>Name of Street</b>  | <b>Side</b>  | <b>Location</b>  |
|------------------------|--------------|--|
| Bridge Street          | North        | From State Rd approximately 580 feet until Farley Bridge   |
| Bridge Street          | South        | From Farley Bridge approximately 580 feet until State Rd   |
| Lester Street          | East         | From west end of Veteran's Memorial Bridge, northerly for a distance of approximately 300 feet   |
| Lester Street          | West         | Beginning at a point approximately 140 feet south of junction Pratt Street, southerly for a distance of approximately 40 feet to a point at the southerly edge of a driveway |
| North Street           | East         | From junction with State Highway (Route 2) northerly for a distance of approximately 110 feet  |
| North Street           | West         | From junction with State Highway (Route 2) northerly for a distance of approximately 96 feet.  |
| River Street           | West         | From junction with Strachan Street, southerly for a distance of approximately 30 feet  |
| Strachan Street        | South        | From junction with River Street, westerly for a distance of approximately 170 feet   |
| Poplar Mountain Road   | North        | From end of the paved surface approximately 1280 feet until designated parking area  |
| Poplar Mountain Road   | South        | From designated parking area approximately 1280 feet until end of paved surface  |
| <u>Wheelock Street</u> | <u>North</u> | <u>From end of layout in a south westerly direction approximately 165 feet</u>   |

**Schedule I-A     ON-STREET PARKING METER ZONES**

None

**Schedule II     ONE-WAY STREETS**

| <b>Name of Street</b> | <b>Direction</b> | <b>From</b>   | <b>To</b>      |
|-----------------------|------------------|---------------|----------------|
| Forest Street         | Southbound       | Route 2       | Central Street |
| Forest Street         | Northbound       | Route 2       | Kavanaugh Lane |
| Kavanaugh Lane        | Southbound       | Forest Street | Route 2        |

**Schedule III     STOP & YIELD SIGNS**

| <b>Name of Street</b> | <b>Direction of Travel</b> | <b>At Intersection of</b> | <b>Sign</b> |
|-----------------------|----------------------------|---------------------------|-------------|
| Amidon Street         | West                       | Gunn Street               | Stop        |
| Amidon Street         | East                       | Pratt Street              | Stop        |
| Arch Street           | North East                 | West Main Street          | Stop        |
| Bridge Street         | North East                 | State Road                | Stop        |
| Care Drive            | South East                 | Northfield Road           | Stop        |
| Central Street        | South East                 | Forest Street             | Stop        |

|                           |            |                           |              |
|---------------------------|------------|---------------------------|--------------|
| Central Street            | North      | Moore Street              | Stop         |
| Church Street             | South West | East Main Street          | Stop         |
| Church Street             | North East | North Street              | Stop         |
| Crescent Street           | North      | Arch Street               | Stop         |
| Dorsey Road               | East       | French King Highway       | Stop         |
| East Prospect Street      | North West | East Main Street          | Stop         |
| East Prospect Street      | South East | East Main Street          | Stop         |
| Flagg Hill Road           | North East | North Street              | Stop         |
| Flagg Hill Road           | South West | North Street              | Stop         |
| Forest Street             | South      | Prospect Street           | Stop         |
| Forest Street             | North East | Northfield Road           | Stop         |
| Gary Street               | North      | Mountain Road             | Stop         |
| Goodell Place             | North      | Lester Street             | Stop         |
| Gunn Street               | South East | Lester Street             | Stop         |
| High Street               | South West | East Main Street          | Stop         |
| High Street               | North East | Swamp Road                | Stop         |
| Highland Avenue           | South West | Church Street             | Stop         |
| Holmes Street             | South West | State Road                | Stop         |
| Holmes Street             | East       | State Road                | Stop         |
| Kavanaugh Lane            | North West | French King Highway       | Stop         |
| Lillians Way              | South East | Northfield Road           | Stop         |
| Maple Avenue              | North East | State Road                | Stop         |
| Mechanic Street           | South      | Moore Street              | Stop         |
| Mountain Road             | South West | West Main Street          | Stop         |
| North Street              | South West | West Main Street          | Stop         |
| Papermill Road            | North West | Prospect Street           | Stop         |
| Park Street               | South West | Central Street            | Stop         |
| Park Street               | North      | Moore Street              | Stop         |
| Pleasant Street           | South West | Union Street              | Stop         |
| Pleasant Street           | North East | Union Street              | Stop         |
| Pleasant Street           | South West | Central Street            | Stop         |
| Pleasant Street           | North East | Central Street            | Stop         |
| Pleasant Street           | South West | Prospect Street           | Stop         |
| Pleasant Street           | North      | Moore Street              | Stop         |
| Poplar Mountain Road      | North      | Northfield Road           | Stop         |
| Pratt Street              | Eastbound  | Lester Street             | Stop         |
| Prospect Street           | North      | Moore Street              | Stop         |
| Prospect Street           | East       | French King Highway       | Stop & Yield |
| Prospect Street Extension | West       | East Main Street          | Stop         |
| Prospect Street Extension | West       | East Prospect Street      | Yield        |
| Prospect Heights Lane     | North East | Prospect Street Extension | Stop         |
| Public Works Boulevard    | West       | River Road                | Stop         |
| Reynolds Street           | West       | Central Street            | Stop         |
| Reynolds Street           | North East | Park Street               | Stop         |
| Ridge Road                | South West | Old State Road            | Stop         |
| River Road                | East       | French King Highway       | Stop         |
| River Street              | North West | Strachan Street           | Stop         |
| River Street              | East       | Strachan Street           | Stop         |
| River Street              | East       | Lester Street             | Stop         |



|                  |            |                     |      |
|------------------|------------|---------------------|------|
| Semb Drive       | North west | French King Highway | Stop |
| Semb Drive       | South East | Northfield Road     | Stop |
| Strachan Street  | South      | River Street        | Stop |
| Swamp Road       | North West | North Street        | Stop |
| Union Street     | South East | French King Highway | Stop |
| Union Street     | North West | Park Street         | Stop |
| Warner Street    | East       | Strachan Street     | Stop |
| West High Street | North      | River Road          | Stop |
| West High Street | South East | Lester Street       | Stop |
| Wheelock Street  | South      | State Road          | Stop |

**Schedule IV THROUGH STREETS**

| <b>Name of Through Street</b> |
|-------------------------------|
| Bridge Street                 |
| Central Street                |
| East Main Street *            |
| East Prospect                 |
| French King Highway *         |
| Holmes Street                 |
| Lester Street                 |
| Moore Street                  |
| Mountain Road                 |
| North Street                  |
| Northfield Road               |
| Old State Road *              |
| Prospect Street               |
| Pratt Street                  |
| River Road                    |
| State Road *                  |
| Union Street                  |
| West Main Street *            |

\*Layout owned and maintained by Massachusetts Department of Transportation

## Surplus Property Disposition Request

|   |                              |
|---|------------------------------|
| Department/Board/Committee <u>ASSESSORS</u>   | Request Date: <u>9/18/23</u> |
| Item(s) to be disposed of: <u>1 Steel Filing CABINET</u><br><u>GRAY HUNDOS legal size FOLDERS</u>               |                              |
| Estimated Value of Item: <u>100.00</u>  |                              |
| Description of Item: See attached fixed asset sheet with item descriptions; including make, model, and serial # |                              |
| Reason for Request: <u>No longer need in office</u>   |                              |
| Recommended Disposition: <u>Auction. OFFERED to other offices in the town hall already.</u>                     |                              |
| <u>Daniel B. Hammock</u><br>Department Head Signature   | <u>9/18/23</u><br>Date       |

### Select Board Review

|                        |  |
|------------------------|--|
| Board Decision:        | Approved <input type="checkbox"/><br>Denied <input type="checkbox"/> |
| Board Comments:        |  |
|                        |  |
| Select Board Signatory | Date   |

### Chief Procurement Officer

|                                     |   |  |
|-------------------------------------|---|--|
| Method of Disposition:              | <b>Under \$10,000</b>   | <b>\$10,000 or More</b>  |
|                                     | <input type="checkbox"/> Advertise Newspaper<br><input type="checkbox"/> Advertise on Website<br><input type="checkbox"/> Seek Bids<br><br><input type="checkbox"/> Scrap Value | <input type="checkbox"/> Sealed Bids<br><input type="checkbox"/> Public Auction<br><input type="checkbox"/> Advertise on Website<br><br><input type="checkbox"/> Governmental/ Charitable Entity |
| Date(s) advertised: _____           | Other info: _____   |  |
| Sold to: _____                      | \$ Sold for: _____  |  |
| Date disposed of: _____             | Receipt attached: _____   |  |
| Chief Procurement Officer Signature |   | Date   |

## Meeting Minutes

**Board:** Select Board / Water Commissioner's Meeting  
**Date:** Monday, April 10, 2023  
**Location:** Senior & Community Center, 1 Care Drive, Erving, MA 01344

**Select Board Present:** Jacob Smith, William Bembury, Scott Bastarache  
**Finance Committee Present:** Debra Smith, Daniel Hammock, Benjamin Fellows, Charles Zilinski

At 6:34 PM **Chairman Smith** called the meeting to order.

### **Surplus Equipment Request- Recreation Department- 2<sup>nd</sup> Reading**

The Select Board members conducted a second reading of the surplus equipment request from the Recreation Commission, that included one (1) DVD Blue Ray home theater system, one (1) Epson LCD projector model H561A Powerlite 2030, one (1) projection screen and associated surround sound equipment for movies, one (1) foosball table, one (1) ping pong table, one (1) HP Envy printer 4500, one (1) HP Printer C8963A, and one (1) Panasonic KXTG6671 phone and answering machine. The Select Board members discussed having no concerns with the recommendation. **Selectman Bastarache** discussed his preference for making the equipment available to residents with a deadline to submit a bid. The Select Board members expressed agreement. The Select Board will conduct a third reading at the next meeting.

### **Review Watermain Break on River Road Procurement**

**Chairman Smith** provided an overview of the watermain break on River Road, noting that the topic is a continuation from the previous meeting. Peter Sanders, Water & Wastewater Superintendent, joined the meeting to discuss cost estimates that he had obtained. Peter explained that an estimate for a potential upgrade of approximately ¼ mile of the watermain on River Road with plastic piping, including the restoration of the road and sidewalk, would cost approximately \$300,000.00 to \$400,000.00. Peter explained that he used a distance of ¼ mile because it should be sufficient to address the area that has experienced maintenance issues. Peter theorized that the Town is experiencing issues with cracks in the watermain because of poor back fill material that was used near the main that is creating weak areas as the ground shifts and the pipe flexes. **Selectman Bastarache** discussed using the estimate as a ballpark figure for the Capital Planning Committee to use for consideration in a future potential project. Peter explained that the paving to restore the road surface after the repair work was completed, is scheduled for this week. **Chairman Smith** explained that DCAMM approved the Town's emergency procurement authorization to waive the advertising requirements and that the Select Board can waive the competitive procurement requirements to address the emergency nature of the work. **Chairman Smith** explained that two (2) vendors had been contacted about the work but that only one (1) vendor was available to respond the day of the watermain break. **Chairman Smith** explained that the total project costs are expected not to exceed \$12,500.00 for outside services, not including inhouse work. **Selectman Bastarache** made a motion to waive the competitive procurement requirement for the emergency repair work for the River Road watermain emergency repair work and to engage Johnson Asphalt Paving, LLC to not exceed \$12,500.00, and authorize Bryan Smith to execute all necessary agreements. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

**Chairman Smith** asked the Select Board members if they wanted to monitor the Water Department operating budget prior to considering a request for a Reserve Fund transfer. **Chairman Smith** noted that there have not been any other unanticipated maintenance needs in the Water Department. **Selectman Bastarache** expressed support for monitoring the Water Department budget as the Fiscal Year comes to an end and requesting a Reserve Fund transfer if it is necessary before the close of the Fiscal Year. The Select Board members expressed agreement.

**Discussion of Recommendation to Change Dental Insurance Providers to Delta Dental**

The Select Board members reviewed a memorandum from Bryan Smith, Town Administrator, discussing the planned change in dental insurance providers from Guardian to Delta Dental through the Hampshire County Group Insurance Trust and the recommendation for the Select Board to approve the change. **Selectman Bastarache** explained that the recommendation aligns with employee feedback and a positive recommendation from the Insurance Advisory Committee. The Select Board members expressed support for making the change in providers. **Selectman Bastarache** made a motion to engage Delta Dental as the Town's dental insurance plan, beginning with insurance year 2024 which starts on July 1, 2023, and to authorize Jennifer Eichorn, Treasurer, to execute all necessary agreements. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

**Recess**

At 6:47 PM **Chairman Smith** made a motion to recess the meeting until 7:00 PM. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

At 7:03 PM **Chairman Smith** resumed the meeting.

**Joint Meeting with Finance Committee- Review and Finalize FY2024 Budget & Annual Town Meeting Warrant**

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

**Review and Finalize FY2024 Budget Requests & Projected Revenue**

**Chairman Smith** reviewed revisions that have been made since the last meeting to the FY2024 proposed budget summary review. **Chairman Smith** explained that the education line had been revised based on the decisions made at the last School Committee meeting. **Chairman Smith** explained that the Public Library construction project repayment into stabilization is being proposed to source \$150,000.00 from raise and appropriation capacity and \$128,000.00 from Free Cash to help balance the budget. **Chairman Smith** explained that money has been held to help address changes in staff wages. Further, **Chairman Smith** noted that the plan still holds \$150,000.00 in case the Elementary School needs support for out of district costs. **Chairman Smith** summarized that the current budget plan leaves a raise and appropriation capacity balance of \$1,615.00 and a Free Cash balance of \$222,551.00. The Select Board and Finance Committee members expressed no concerns with the proposed adjustments to balance the budget plan.

**Chairman Smith** noted that an article has been drafted for the Annual Town Meeting warrant to provide \$60,000.00 in funding for wage adjustments once the process has been completed, adding that he is not sure that it is the correct number. **Selectman Bastarache** provided the context that it would provide capacity for approximately a little more than a 2% adjustment for town staff. Daniel asked if the adjustment amounts had been finalized. **Selectman Bastarache** explained that the final collection of data from other towns and fire districts is being completed so that decisions can be made. Daniel discussed appreciation that the Town is working through a reasonable process to work toward balancing taxpayer concerns and the needs of employees. **Selectman Bastarache** would like to see the potential impacts of different options that consider changes to steps and to understand what a flat rate adjustment would look like. **Chairman Smith** discussed approximate impacts from potentially changing steps from 2% to 2.25% and theorized that a 2.5% step change may exceed ability to fund. **Selectman Bastarache** discussed wanting to understand the impacts of dropping lower steps and adding additional steps in the compensation tables as another option to addressing the retention and attraction of employees.

## Meeting Minutes

At 7:23 PM **Chairman Smith** invited questions from members of the public.

Mark Burnett joined the meeting to discuss the proposed FY2024 budget, expressing concerns from the community and stating that some are not feeling heard. Mark discussed cost drivers that correlate to the requested budget increases for the Elementary School. Mark expressed disappointment that the Select Board has requested the School Committee to cut the budget request. Mark discussed the staffing reductions that have occurred at the Elementary School, as well as the impacts of COVID-19 Pandemic and the resulting trauma on the school community. Mark discussed concerns about educational loss and the social emotional needs of students and the addition of the Adjustment Counselor position to provide support. Mark expressed that he believed that the voters will support the School and urged the Select Board to fully fund the original Elementary School budget request.

**Selectman Bastarache** asked Mark if he had any proposals on how to provide the funding for the originally requested Elementary School budget in the context of the overall budget and levy limit. Mark suggested proposing a Proposition 2 ½ override and initiating it with a floor amendment during the vote on the budget at the Town Meeting. **Selectman Bembury** explained that an approved Proposition 2 ½ override would permanently increase the tax levy. Mark acknowledged the permanent change in the levy. **Chairman Smith** noted that most of the Education budget request increases were for costs in the Elementary School. Mark explained that he is also a Board of Assessor member and that a proposed increase of \$322,000.00 would result in approximately an increase of \$.22/ \$1,000.00 on the residential tax rate, with a minimum residential factor (MRF) shift of 65%. **Selectman Bastarache** discussed his concerns about budgeting in a manner that would outspend the Town's levy limit. **Selectman Bastarache** expressed concern about continuously spending and increasing the budget without long-term considerations. Mark acknowledged the concern and suggested that an approved Proposition 2 ½ override that permanently increases the levy limit is part of a long-term strategy of improving programs to keep students in district. **Selectman Bastarache** discussed the process for proposing a Proposition 2 ½ override and explained that he would be uncomfortable with moving an unbalanced budget on the floor at the Town Meeting. **Selectman Bastarache** explained that he would want a proposed Proposition 2 ½ override question formally on the agenda.

**Chairman Smith** discussed historical increases in the Elementary School budget in past fiscal years. Regarding per pupil spending and performance, **Chairman Smith** asked if Mark had thoughts on benchmark school districts and student performance outcomes. **Chairman Smith** noted that he doesn't believe that standardized testing is a great measure, but according to State benchmark data, Erving Elementary School's costs per student are significantly higher than the schools in the comparisons, and that is looking at data prior to the requested increases for FY2024. Mark suggested the administration should be asked to explain that data.

Mark asked about budget considerations regarding the former IP Mill site. **Chairman Smith** explained that there is a meeting scheduled for April 24, 2023, to have a conversation with members of the public on the topic. **Chairman Smith** briefly discussed the history of the work done to redevelop the site to date and the Select Board's need to have a conversation with interested community members to gauge how to proceed. **Chairman Smith** added that the topic may be addressed at a future Special Town Meeting. Mark discussed his thoughts on setting priorities. **Chairman Smith** restated that community members are invited to participate in the meeting.

C. Mark Blatchley expressed his concerns about families choosing to use school choice to take their students to another school and the impact on increasing costs. Mark further discussed his concerns about

## Meeting Minutes

the impact on the Elementary School for both teachers and students interested in attending the Elementary School. Lisa Candito, School Principal, joined the meeting and discussed her understanding of the impact of school choice on the District. Jacquelyn Boyden, Principal Assessor, explained that the annual cost for each student that chooses out of Erving is approximately \$5,500.00 in State charges. Christina Thurston asked for clarification difference between the per pupil cost for a student that uses school choice to attend a different school and the cost to educate in Erving. **Chairman Smith** discussed the average per pupil costs in the Erving School District versus the cost in state charges for a student that chooses to another school.

Another community member that identified themselves as a parent expressed concern about the status of the Pre-School program and for students with individualized education plans (IEP). **Chairman Smith** clarified that all IEP services will be honored. Devon Gaudet identified himself as a parent with a student in the Elementary School and expressed frustration and discussed his concerns with his child's experience and the classroom behavior that is occurring within the classroom. Devon also expressed concern about the status of the Pre-School program and requested for a plan to be communicated. Regarding student performance concerns, Devon asked **Chairman Smith** to describe what success for students looks like. **Chairman Smtih** noted that he is not an education expert and discussed the publicly available information that he has access to and that the State data suggests that student performance in Erving Elementary School doesn't match the per pupil expense when compared to benchmark school districts. **Chairman Smith** explained that he is raising the question because he is assuming that the answer is complex and that he hoped that by Erving spending more per pupil that it means that we offer a better education. **Chairman Smith** explained that he is growing concerned knowing that the Town spends more each year for education but is hearing more concerns from teachers and parents about what is occurring in the school. Regarding changes in staffing over previous fiscal years, **Chairman Smith** noted the concern about staffing but clarified that the Town has not refused to fund the Elementary School. Devon discussed the difficulties he experienced trying to review the historical information related to the school budget. Devon discussed the importance of the happiness of his child when he comes home from school and stated that he is not as happy.

**Selectman Bastarache** discussed his experience working with the School District with over seven (7) years as a member on the Schol Committee. **Selectman Bastarache** explained that he believes that student performance needs to be measured in a student-centered manner and stated that he is discontent with standardized testing. **Selectman Bastarache** discussed needing to better understand what is not working, noting that the Town hasn't had to push back on budget requests in nearly 30 years. **Selectman Bastarache** expressed agreement that the School District must meet student needs and that students should want to go back to school the next day. **Selectman Bastarache** noted that he has heard from several residents with different perspectives on the proposed FY2024 budget, some stating that they are against new spending and some who are willing to spend more. **Selectman Bastarache** expressed his support for comprehensive education for the whole child. With that said, **Selectman Bastarache** explained that the Select Board cannot direct the staffing levels at the Elementary School because those decisions are made by the School Administration based on requests from the School Committee.

Lisa explained that Massachusetts State laws govern how staffing is adjusted in consideration of educator professional status and the requisite licensure. Regarding the Pre-School program, Lisa explained that the School Administration is monitoring the enrollment numbers and that at this time the Pre-School numbers are smaller than they have been in past years. Devon asked if the School was considering cutting the Pre-School program. Lisa said "no," and explained that there is no intention to cut the Pre-School program. Devon expressed concerns that community members are not feeling heard. **Selectman Bembury**

## Meeting Minutes

discussed the challenges of the topic, noting his experience as a parent and a taxpayer in the Town. **Selectman Bembury** expressed concern about the cleanliness of the bathrooms at the Elementary School. **Selectman Bembury** also discussed his concern about the disconnect between the School Administration and the School Committee. **Selectman Bembury** explained that he wants to see the right thing done for the students in Erving and discussed the need to understand what is sustainable. **Selectman Bembury** cautioned against pitting the School District against other Town departments and resources. **Selectman Bembury** expressed the importance of working together as community members.

**Selectman Bastarache** generally expressed agreement with **Selectman Bembury** and explained that he does not recall having to pushback on budget requests because the capacity has usually existed, and the Town has been able to balance the budget. **Selectman Bastarache** explained that this is the first year that the public participation in the budget planning process has increased. **Selectman Bastarache** discussed the need to present a balanced budget with the understanding that there is no way to satisfy all requests. **Selectman Bastarache** explained that he believes that the voices are being heard.

Lisa generally discussed some of the challenges experienced with the student population and discussed the hard work of trying to coordinate resources for students and partnering with service providers to address the challenges. Lisa clarified that the Elementary School bathrooms are not shut down and explained that the procedures have been adjusted to meet students' needs. Lisa explained that the School is not proposing to take services away and is trying to provide structure. Lisa discussed some of the impacts of the COVID-19 pandemic on the School Community.

Daniel Hammock discussed his experience as a parent and as a community member. Daniel explained that he wants the School District to provide the best possible service, noting the need to balance costs with other Town services and trying to address all Town needs. Daniel expressed his own frustration and trying to balance needs with wants. Daniel expressed appreciation for the public participation and for community members being involved in the process. **Chairman Smith** noted that the Town is up against the limit of the levy capacity with the FY2024 request. **Chairman Smith** discussed the reductions in requests that were made by all Town departments and further clarified that other Town departments reduced the budget request, in aggregate, by approximately \$500,000.00 prior to the School Committee making reductions in the request. **Chairman Smith** explained that the work to get to a balanced FY2024 budget was a team effort to try to minimize impacts.

Stephanie Johnson explained that she has a student at Erving Elementary School and discussed the positive progress her student has made with the support that has been provided. Stephanie discussed the benefits of math intervention services and expressed support for the preservation of the Pre-School program.

Mackensy Bailey, School Committee member, joined the meeting and expressed her frustration between the School Committee and the School Administration. Mackensy discussed wanting the School Committee to work on improving the relationship. Mackensy explained that the School Committee has been receiving the draft budget without information ahead of Committee meetings. Mackensy expressed concern that the School Administration and the School Committee hadn't talked through the FY2024 budget request. Regarding the Pre-School program, Mackensy discussed her personal experience and noted that the School Committee has not removed the Pre-School program and that it will be staffed with a certified teacher. Mackensy clarified that at this time she has not been briefed by the School Administration on actual cuts planned at the Elementary School. Mackensy stated that she has read every email that has been sent to her regarding the Elementary School and that she is listening to people

## Meeting Minutes

and is working to make sure that people feel heard. Mackensity encouraged parents to keep attending School Committee meetings. **Chairman Smith** discussed his shared frustration with the status of the relationship between the School Committee and the School Administration and that he wants to see the relationship improved.

Christina asked for clarification on the budget request cuts from the Town to the School, stating that she believes that it is not fair to say that the School Administration made cuts when the amount is dictated by the Town. Christina urged the Select Board to sit with community members to discuss what is happening in the Elementary School. **Chairman Smith** clarified that the Select Board did not dictate cuts to programs at the Elementary School, but that all Town departments were directed to revisit their budget requests. **Chairman Smith** explained that the budget increase that the Elementary School requested was significant and that a cut of that size to other Town budgets to provide it to the Elementary School would have substantial impacts on other services such as public safety. Weston Platak expressed concerns about making cuts to public safety. **Chairman Smith** clarified that he was not suggesting further cuts to public safety departments but that he was trying to illustrate the scale of the Elementary School request and impact on other departments. Weston explained that he has students at Erving Elementary School and discussed the positive impact that Erving Elementary has had on his children. Weston discussed support for his student's teacher. Weston discussed concern about changes that have been implemented to the bathroom protocol for students. Weston expressed appreciation for being heard.

Daniel Hammock discussed the efforts that have been taken to date to balance the proposed FY2024 budget. **Chairman Smith** added the work to ensure that the sources of funding will allow the FY2024 budget and subsequent budgets will be sustainable. **Selectman Bastarache** stated that he does not believe that the Select Board is prepared to discuss a proposal for a Proposition 2 ½ override this evening. **Selectman Bastarache** discussed openness to discuss a possible Proposition 2 ½ override proposal at a future meeting and discussed wanting the Assessors' Office to provide estimated tax rate impacts in increments of \$100,000.00 in capacity, up to \$800,000.00. **Selectman Bastarache** discussed the work of all departments to reduce their FY2024 budget requests and that he would want to explore restoration of some of those reductions if a Proposition 2 ½ override was to be considered. Mark Burnett expressed agreement and then expressed concern, clarifying that he and the others present were suggesting a Proposition 2 ½ override for the Elementary School budget request and not necessarily a larger request for other services that may not pass. **Chairman Smith** explained that he would want to understand the potential impact of a Proposition 2 ½ override and noted the hard work that has been done across all departments. Weston expressed appreciation and his support for the public safety and the public works departments of the Town. Weston explained that he has had a positive experience living in town.

### **Review and Finalize Annual Town Meeting Warrant**

The Select Board and Finance Committee members reviewed revisions that have been made to the Annual Town Meeting warrant draft.

**Article 5: FY2024 General Operating Budget:** **Chairman Smith** explained that the article has been modified to reflect the revised budget summary that was reviewed earlier in the joint meeting. No concerns were expressed.

**Article 6: FY2024 Elected Official Compensation:** **Chairman Smith** explained that stipends for elected officials are being held level for FY2024 and the elect officials with regularly scheduled positions in Town Hall have been adjusted to reflect the step change on the compensation schedule. **Chairman Smith** noted that an adjustment may be necessary at a future Town Meeting once the compensation plan is finalized



## Meeting Minutes

as there is not enough time to make the changes before Annual Town Meeting. No concerns were expressed.

**Article 7: FY2024 Erving Elementary School Funding:** Chairman Smith explained that the article has been revised to reflect the decisions made by the School Committee at their last meeting. Debra asked if there was an update on the School's purchase of a van that may help with transportation costs. Jennifer Eichorn, Treasurer, joined the meeting to explain that she is working with Bryan and Corrina Wcislo, Director of Student Support, to develop a request for proposals (RFP) for transportation services to better understand those costs and to compare them to the costs of purchasing a van and operating it by the School District. No concerns were expressed.

**Article 11: FY2024 Wastewater Department Enterprise Fund:** Chairman Smith explained that the amounts in the article have been revised to correct a typographical error. No concerns were expressed.

**Article 12: Raise & Appropriate for Continuing Annual Appropriations:** Chairman Smith explained that the article was revised to address a change in the advertising costs for the Around Town Newsletter. No concerns were expressed.

**Article 13: Appropriation for Wage & Compensation Adjustments:** Chairman Smith explained that the article is a new addition to provide the funding for wage adjustments to be implemented as previously discussed in the joint meeting. No concerns were expressed.

**Article 14: Raise & Appropriate for Capital Improvements:** Chairman Smith explained that the article was updated to include an account number. No concerns were expressed.

**Article 16: Revolving Account Spending Limits:** Chairman Smith explained that the article was revised to reflect a change that was requested by the Board of Library Trustees to adjust the spending limit for the library use and fees account to read \$10,000.00. Chairman Smith added that the change will require a corresponding bylaw change that will appear in a separate article. No concerns were expressed.

**Article 18: Establishment of the Opioid Settlement Stabilization Fund & Dedication of Revenue:** Chairman Smith explained that the article was updated to reflect the current balance of funds received to read \$22,716.85, to be transferred into the new fund. No concerns were expressed.

**Article 20: Appropriation for the General Stabilization Account:** Chairman Smith explained that the article was revised to reflect the proposed split in Free Cash and raise and appropriation funding sources, as shown on the budget summary sheet. No concerns were expressed.

**Article 22: Town Clerk Bylaw Editorial Changes:** Chairman Smith reviewed the article and explained that it proposes a new bylaw that would become part of the Town code. No concerns were expressed.

Daniel asked if the Finance Committee members wanted to make a recommendation on any of the proposed articles for bylaw changes. The Finance Committee members agreed that they would not make a recommendation on articles 22 through 27. Bryan will remove those references from the warrant.

**Article 24: Personnel Bylaw:** Chairman Smith reviewed the proposed edits to the proposed bylaw language in the article. Richard Newton, Town Clerk, joined the meeting to explain concerns and suggested edits to the proposed language regarding employees serving on the Personnel Committee and

## Meeting Minutes

regarding the setting of the compensation tables. **Selectman Bastarache** expressed agreement with revising sections 1 and 14 so that the tables can be adjusted from time to time, as well as the proposed amendment to section 4. The Select Board members expressed agreement with the proposed amendments.

**Article 25: Meeting Minutes Bylaw:** The Select Board members reviewed the proposed edits to the proposed bylaw language in the article. **Selectman Bastarache** discussed support for title change and the removal of the other requirements in sections 6 and 7 because they are not directly related to meeting minutes. The Select Board members expressed agreement. Richard expressed agreement. **Chairman Smith** discussed drafting a future bylaw proposal to address expectation for operating board meetings.

**Article 27: Amended Revolving Accounts Bylaw:** The Select Board members reviewed the proposed changes to the bylaw language that addresses the adjusted spending limit request from the Board of Library Trustees. No concerns were expressed.

**Finance Committee recommendation:** Daniel made a motion to recommend Articles 1 through 21, as amended. Benjamin seconded. **Vote:** Unanimously approved.

**Select Board approval:** **Selectman Bastarache** made a motion to adopt the Annual Town Meeting warrant dated Wednesday, May 10, 2023, to be held at the Erving Elementary School at 7:00 PM, as amended. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

### **Review Watermain Break on River Road Procurement (revisited)**

Revisiting the topic of the watermain break on River Road, **Chairman Smith** provided the Finance Committee members and update on the status of the repair work and explained that the Select Board is going to monitor the Water Department budget and will consider if a Reserve Fund transfer request is necessary before the end of the year.

### **Next Meeting**

**Chairman Smith** provided a reminder regarding the proposed demolition of the former IP Mill conversation that is scheduled for April 24, 2023, and asked if the Select Board and Finance Committee members want to meet ahead of the public information session. Benjamin expressed support for having a joint meeting prior to the discussion with the public at 7:00 PM. **Chairman Smith** expressed agreement and suggested beginning the joint meeting at 6:00 PM.

Daniel Watson asked the Select Board if there was a goal for the total FY2024 budget amount. **Chairman Smith** explained that the proposed budget uses the available capacity to raise and appropriate of \$13,113,372.00 as well as \$639,000.00 of Free Cash. Daniel asked for an estimation regarding the percent increase over FY2023. **Chairman Smith** explained that the capacity to raise and appropriate is approximately 2 ½ percent over last year and that the use of Free Cash is similar to FY2023, excluding the previous Special Town Meeting that appropriated some Free Cash. Regarding the Elementary School budget, Daniel asked how much the Department had been asked to reduce the request by. **Chairman Smith** explained that the School Department had been asked to try to reduce the request by approximately \$350,000.00 from the initial request of approximately \$3.8 Million, noting that there have been several versions of the budget. Charles Zilinski and Daniel Hammock both clarified that the proposed Elementary School budget still reflects an increase over FY2023. **Selectman Bastarache** and **Chairman Smith** expressed agreement and clarified that the proposed budget for the Elementary School provides

## Meeting Minutes

for an increase of \$209,000.00 for FY2024, approximately 6.3%, acknowledging that the increase is not significant enough to address the out of district cost increases in the original budget request.

### **Adjournment**

At 9:42 PM **Selectman Bastarache** made a motion to adjourn. Debra seconded. Vote: Unanimously approved.

Respectfully submitted,

Bryan Smith  
Town Administrator

DRAFT

## Meeting Minutes

**Board:** Select Board / Water Commissioner's Meeting  
**Date:** Monday, June 12, 2023  
**Location:** Senior & Community Center, 1 Care Drive, Erving, MA 01344

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

At 6:37 PM **Chairman Smith** called the meeting to order.

### **Surplus Equipment Request- Recreation Commission- Zilinski Dugouts- 3rd Reading**

The Select Board members conducted a third reading of the surplus property request for the dugout structures at Zilinski Memorial Field. The Select Board members discussed support for approving the request. **Selectman Bembury** made a motion to approve the surplus property disposition request for the Recreation Commission for the removal of wooden dugouts at Zilinski Park; the dugouts are in poor shape and are a safety hazard and will be destroyed. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

### **Surplus Equipment Request- School Dept- Tilt Skillet- 2nd Reading**

The Select Board members conducted a second reading of the surplus property request for a tilt skillet at the School Department. The Select Board members discussed a preference for making the equipment available for public auction, in as is condition. The Select Board will carry the topic for a third reading at the next meeting.

### **Review of Hazard Communication Policy Draft – 3rd Reading**

The Select Board members conducted a third reading of the revised Hazard Communication Plan Policy. **Chairman Smith** explained that the Safety Committee has reviewed the draft policy and the OSHA requirements and the table for each facility is necessary. **Selectman Bastarache** expressed concern about including tables in the policy that may change more often than the policy needs to be reviewed. Jacquelyn Boyden, in her capacity as IT Coordinator, joined the meeting and explained the discussion that occurred at the Safety Committee meeting, including recommendation for the Safety Committee to provide an annual review. The Select Board members discussed the option to appoint a position to maintain and update Appendix A as necessary. The Select Board will carry the topic for a fourth reading at the next meeting.

### **Review of Meeting Minutes for May 22, 2023**

The Select Board members reviewed the meeting minutes for Monday, May 22, 2023. **Selectman Bembury** made a motion to accept the meeting minutes of May 22, 2023, as written. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

### **Review of Meeting Minutes for June 05, 2023**

The Select Board members reviewed the meeting minutes for Monday, June 05, 2023. **Selectman Bembury** made a motion to accept the meeting minutes of June 05, 2023, as written. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

**Review of Meeting Minutes for June 08, 2023**

The Select Board members reviewed the meeting minutes for Thursday, June 08, 2023. **Selectman Bembury** made a motion to accept the meeting minutes of June 08, 2023, as written. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

**2023 Reappointments for Boards, Commission, & Representatives**

The Select Board members reviewed the recommendations from Bryan Smith, Town Administrator, on the reappointment of members to boards, commissions, committees and representatives. **Chairman Smith** explained that even if the Select Board makes the recommended appointments, there would still be the following vacancies:

- Cable Advisory Committee three (3) members
- Council on Aging four (4) members
- Cultural Council two (2) members
- Franklin Regional Council of Governments Representative one (1) Select Board member
- Franklin Regional Transportation Authority one (1) Select Board member
- Historical Commission two (2) members
- Public Works Feasibility Committee one (1) member
- Zoning Board of Appeals one (1) member

Upon review, **Selectman Bastarache** made a motion to appoint:

- Philip Wonkka, for a term of July 1, 2023 ending June 30, 2024, to the Ambulance Advisory Representative;
- David Brule, for one-year effective July 1, 2023 ending June 30, 2024, as Archaeological Preservation Officer;
- Warren Boyden and Theresa Dodge, terms of one-year each effective July 1, 2023 ending June 30, 2024 as Board of Registrars;
- Peter Mallet, term of three-years starting July 1, 2023 ending June 30, 2026, to the Capital Planning Committee;
- Mariah Kurtz, term of one-year starting July 1, 2023 through June 30, 2024, to the Comprehensive Economic Development Strategy Committee Representative;
- Carolyn Berg and David Brule, each for terms of three-years, July 1 2023 through June 30, 2026, to the Conservation Commission;
- Gary Betters and Joseph Bucci, terms of three-years starting July 1, 2023 through June 30, 2026, on the Council on Aging;
- Leslie Brown, term of three-years starting July 1, 2023 through Jun 30, 2026, to the Cultural Council;
- Richard Newton and Philip Wonkka, each term of one-year starting July 1, 2023 through June 30, 2024, to the E-911 Planning Committee;
- Pamela Bouthillier, Rebecca Miller and Joyce Newton, all terms of one-year starting July 1, 2023 through June 30, 2024, as Election Tellers;
- Leslie Brown for a term of one-year, July 1, 2023 through June 30, 2024, as an Election Warden;
- Nancy Kruzlic for a term of one-year, July 1, 2023 through June 30, 2024, as the Election Clerk;
- Mariah Kurtz, one-year, July 1, 2023 through June 30, 2024, as the Franklin Regional Planning Board Representative;
- Jacquelyn Boyden, one-year, July 1, 2023 through June 30, 2024, Franklin County Cooperative Inspection Representative;

## Meeting Minutes

- Bryan Smith, one-year, July 1, 2023 through June 30, 2024, Franklin County Solid Waste Management District Representative;
- Bryan Smith, one-year, July 1, 2023 through June 30, 2024, Franklin Regional Council of Governments Alternate Representative;
- David Brule, Kelly Loynd and John Rice, each for one-year, July 1, 2023 through June 30, 2024, as the Golden Cane Committee;
- David Brule, three-years, July 1, 2023 through June 30, 2026, on the Historical Commission;
- Jason Bassett, one-year, July 1, 2023 through June 30, 2024, as a Mutual Aid Police Officer;
- Jacquelyn Boyden and Joseph Bucci, each for a term of one-year, July 1, 2023 through June 30, 2024, on the Open Space Committee;
- Mariah Kurtz, Peter Mallet, Glenn McCrory, and Peter Sanders, each for one-year, July 1, 2023 through June 30, 2024, Public Works Feasibility Committee;
- William Bembury, Gary Betters, Paula Betters, Jacquelyn Boyden, Leslie Brown, George Moonlight Davis, and Jean Galbraith, each for one-year, effective July 1, 2023 through June 30, 2024, on the Senior Housing Committee;
- Gary Betters, Armand Bouthillier, and Daniel Hammock, each for one-year, July 1, 2023 through June 30, 2024, on the Veterans Committee;
- Gary Betters, one-year, July 1, 2023 through June 30, 2024, as Veterans Services Representative; and
- Daniel Hammock, three-years, July 1, 2023 through June 30, 2026, on the Zoning Board of Appeals.

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

### **Review Proposed Revisions to Assistant Treasurer Position Description**

The Select Board members reviewed the memorandum from Jennifer Eichorn, Treasurer, proposing revisions to the essential functions of the Assistant Treasurer position description and a request to reclassify the position to Grade D on the General Government compensation schedule. The Select Board members discussed wanting to follow up with Jennifer regarding before making the changes and holding the topic until the next meeting.

### **Review and Issuance of the 15th Water Commitment for FY2023**

The Water Commissioners reviewed the 15<sup>th</sup> Water Commitment for FY2023 in the amount of \$120.00 for backflow water charges. **Commissioner Bembury** made a motion to accept the 15<sup>th</sup> Water Commitment for FY2023 in the amount of \$120.00. **Commissioner Bastarache** seconded. **Vote:** Unanimously approved.

### **Joint meeting with Finance Committee & Capital Planning Committee- Review STM Warrant Draft, Discuss FY2023 Budget Adjustment(s), Discuss FY2024 Comprehensive Budget Review, Discuss FY2024 Wage Adjustments**

At 7:02 PM **Chairman Smith** called the joint meeting of the Select Board, Finance Committee, and Capital Planning Committee to order. Debra Smith, Thomas Duffy, Charles Zilinski, Daniel Hammock, and Benjamin Fellows of the Finance Committee, as well as Linda Downs-Bembury and Peter Mallet of the Capital Planning Committee joined the meeting.

### **Review and Issuance of Special Town Meeting Warrant Draft**

The Select Board, Finance Committee and Capital Planning Committee members reviewed the Special Town Meeting warrant draft, proposed to be held on Wednesday, June 28, 2023, at 7:00 PM.

## Meeting Minutes

**Article 1: Revolving Fund Transfer to Continuing Appropriation for Veterans Field:** The Select Board, Finance Committee, and Capital Planning Committee members reviewed draft Article 1. Jacquelyn Boyden, Recreation Commissioner, joined the meeting to explain the request for Article 1. Jacquelyn explained that the Recreation Revolving fund has a statutory limit of \$10,000.00 for an unexpended fund balance that can be carried forward into a new Fiscal Year. The request is to ask the voters to appropriate the anticipated excess funds of \$10,000.00 into a continuing appropriation special article for improving Veterans Memorial Field. Jacquelyn discussed the plans of renovating and improving Veterans Memorial Field. Jacquelyn explained that the Recreation Commission plans to contract with a grant writer to pursue a State PARC grant and noted the need for matching funds. Debra asked for an explanation of how the Recreation Commission uses the Revolving Fund, noting that she believes other Recreation Departments in other communities structure their programs to be more self-funding. Jacquelyn explained that she cannot speak about how the Recreation Commission has structured program costs and fees in the past but explained that the Commission is working to improve the tracking of expenses and attributing costs to programs. Jacquelyn discussed intentions to review program fees to ensure a greater cost share with program participants. Debra asked for an update on the Recreation Commission's strategic plan regarding park improvements. Jacquelyn explained that the Recreation Commission experienced a loss of membership that prevented the Commission from having a quorum to hold meetings. Jacquelyn explained that the Commission has been reconstituted in the last few months with additional members and the members are working to finalize the review of the strategic plan. Benjamin noted that the Recreation Commission has existing appropriations for capital improvements in the parks that remain outstanding. Jacquelyn acknowledged the concern and reviewed a memorandum that she prepared to explain the status of projects. Jacquelyn discussed the plan for playground improvements at Zilinski Memorial Field as well as the planned removal of the dugouts and the replacement with improved fencing and the potential installation of benches. Jacquelyn explained that the Riverfront Park electrical project is partially complete, and the Commission would like to complete it during FY2024. Regarding Park Street Park, Jacquelyn discussed the need to complete the sidewalks and install safety bollards and the project should be complete.

Benjamin asked for more information about planned improvements for Veterans Memorial Field. Jacquelyn discussed working from the initial strategic plan and the need to work with a designer to finalize the vision for the park. Jacquelyn explained that once the plan is finalized, the Recreation Commission would bring the project forward for consideration. Debra expressed concern with the years that have passed since some of the appropriations were made by the voters and that the money may not be sufficient for their intended uses. Benjamin explained that he would like the Recreation Commission to set their priorities and outline a timeline for completing them. Jacquelyn discussed the plan for installing the volleyball court, noting that she has submitted that request to the Buildings & Grounds staff, and then would focus on installing the new swing sets, improving the playground surface, and addressing the dugouts at Zilinski Memorial Field. Jacquelyn explained that the electrical service work at Riverfront Park would come next and noted that the Park Street Park improvements should be able to be completed soon. Benjamin noted that there is funding to improve the tennis courts at Veterans Memorial Field and asked if that project is proceeding. Jacquelyn explained that the Recreation Commission will need more time to review and can come back with an update at a later date. **Chairman Smith** raised concern about the Recreation Commission proceeding to contract with a grant writer to seek a PARC grant when there are so many outstanding projects. Jacquelyn acknowledged the critique and asked for a year to make the appropriate progress on the outstanding items. Jacquelyn explained that both existing members and new Recreation Commission members are working together to finish processes. **Chairman Smith** expressed appreciation for the honest responses.

## Meeting Minutes

Debra expressed support for amending the proposed article language to appropriate \$18,000.00 into a special article for park projects and suggested closing the tennis court project out as the work will likely be part of the comprehensive project at Veterans Memorial Field. Debra also suggested not closing the grant writer special article and giving the Recreation Commission FY2024 to make progress on the outstanding projects. **Chairman Smith** expressed agreement. **Chairman Smith** summarized the recommended edits to Article 1, changing the proposed purpose to reflect general park improvements. Debra suggested that old capital planning articles that were funded for the Recreation Commission but have not been completed should be closed with balances returned to the Capital Stabilization Fund. Bryan explained an article can be drafted for the Town Meeting warrant article to appropriate the surplus funds into the Capital Stabilization Fund. The Select Board and Finance Committee members expressed agreement that they would like to proceed in that manner. James Loynd asked for clarity regarding the outstanding electrical work for Riverfront Park. Jacquelyn explained that the work was originally conducted by a licensed Commission member but was not completed and the remaining work would require a site walk with an electrician to clarify the scope of it to be completed. James asked about the potential benefits of a PARC grant in regard to the Town' required investment. Linda explained that the grant allows Erving to receive 52 % share from the State for an approved project. Bryan explained that the anticipated work for Veterans Memorial Field is expected to cost more than \$800,000.00 and Mariah added that the PARC grant can provide a maximum award of \$500,000.00 per project. Returning to the revisions for the proposed Article 1, **Chairman Smith** summarized that the amount to transfer will be revised to read "\$18,000.00" and the purpose will be amended to reflect general park improvements. The Select Board, Finance Committee, and Capital Planning members expressed agreement.

**Article 2: Appropriation for Water Capital Improvement:** The Select Board, Finance Committee, and Capital Planning Committee members reviewed the draft Article 2 and the recommendations from the previous meeting and no concerns were expressed.

**Article 3: Rescind the Borrowing Authorization for Lead Service Line Inventory & Replacement Plan Project:** The Select Board, Finance Committee, and Capital Planning Committee members reviewed the draft Article 3 and the recommendations from the previous meeting and no concerns were expressed.

**Article 4: Rescind the Borrowing Authorization for Church Street Bridge:** The Select Board, Finance Committee, and Capital Planning Committee members reviewed the draft Article 4 to rescind the borrowing authority for the Church Street Bridge, with the funding that is being provided through the regional Transportation Improvement Plan. **Chairman Smith** discussed the concern about rescinding all or part of the borrowing authority without the project awarded and the potential for needing some additional funding to award the project. **Chairman Smith** suggested removing the draft article from the warrant and waiting to address the borrowing authority until the project is awarded. The Select Board, Finance Committee and Capital Planning Committee members expressed agreement to removing Article 4 from the warrant.

**Article 5: A Vote to Authorize Acquisition of Rights In Land Parcels:** The Select Board, Finance Committee, and Capital Planning Committee members reviewed draft Article 5. **Chairman Smith** explained that Town Counsel has reviewed the draft article and proposed some revisions to secure temporary easements for the project, including clarity in the article information that a 2/3 vote is required. All proposed revisions are displayed in red font. No concerns were expressed.



## Meeting Minutes

**Article 6: Amend and Recodify the Zoning Bylaw:** The Select Board, Finance Committee, and Capital Planning Committee members reviewed draft Article 6 regarding the proposed revisions to the Zoning Bylaw as proposed by the Planning Board.

**Chairman Smith** summarized the revisions that had been discussed to the draft Special Town Meeting warrant. **Chairman Smith** noted that the meeting is scheduled for 7:00 PM on June 28, 2023. **Chairman Smith** asked if the Special Town Meeting should be held at the Senior & Community Center or at the Elementary School. After discussion, the Select Board, Finance Committee and Capital Planning Committee members expressed agreement to schedule the Special Town Meeting to occur at the Elementary School.

**Capital Planning Committee Recommendation for Article 1:** Linda made a motion to recommend approval of the article as amended. Peter seconded. **Capital Planning Committee vote:** Unanimously approved.

**Finance Committee Recommendation for Article 1:** Benjamin made a motion to accept the article as amended. Charles seconded. **Finance Committee vote:** Unanimously approved.

At 7:56 PM Peter Mallet recused himself from the Capital Planning Committee.

**Capital Planning Committee Recommendation for Article 4:** Jacob Smith made a motion to recommend Article 4, as amended. Linda seconded. **Capital Planning Committee vote:** Approved.

**Finance Committee Recommendation for Article 4:** Charles made a motion to accept the new Article 4, as amended. Benjamin seconded. **Finance Committee vote:** Unanimously approved.

**Select Board Approval of the Special Town Meeting Warrant:** **Selectman Bastarache** made a motion to approve the Special Town Meeting, dated Wednesday, June 28, 2023, held at 7:00 PM at the Erving Elementary School, as amended. **Selectman Bembury** seconded. **Select Board vote:** Unanimously approved.

### **Discussion Regarding FY2023 Budget Adjustments**

**Chairman Smith** explained that there are no requested FY2023 budget adjustments for the Select Board and the Finance Committee to consider at this time.

At 7:58 PM Thomas Duffy recused himself from the Finance Committee.

### **Discussion Regarding Wage Adjustments for FY2024**

The Select Board and Finance Committee members reviewed the June 11, 2023, memorandum from the Finance Committee outlining their proposal for adjustments to the compensation schedules for Town employees. **Selectman Bastarache** discussed the goals of adjusting the Town's compensation plan to assist with attracting and retaining employees, noting that compensation for bargaining group members would need to be addressed separately through the negotiation process. The Select Board and Finance Committee members reviewed the proposal to reduce the number of steps on the compensation table from fifteen (15) steps to ten (10) steps by removing the first five (5) steps which would increase the starting pay for each grade. **Selectman Bastarache** discussed considerations with transferring employees from the current compensation schedule to the proposed compensation tables, providing the example that employees that are currently placed between steps one (1) to four (4) would be transitioned to step

## Meeting Minutes

six (6) which would become the first step on the proposed tables. **Selectman Bastarache** noted that the proposed tables would still be limited to step ten (10) which was the current step fifteen (15). Debra explained the Finance Committee proposal that provides for 3% in between steps and 4% base wage adjustments.

**Selectman Bastarache** explained that based on the proposal, it is estimated that the proposed changes would cost approximately \$150,000. **Selectman Bastarache** noted that the estimate does not include contract employees. **Selectman Bastarache** noted that there is some existing capacity already factored into departmental budgets but expressed concern about having sufficient capacity to fund the entire proposal. **Selectman Bastarache** discussed wanting to make the change to 3% in between steps for employees as it works towards unifying with other employee groups. **Selectman Bastarache** suggested increasing reviewing a proposal with 3% in between steps and 2% base wage adjustments. Debra asked for an estimate of the projected overage based on the current proposal from the Finance Committee. **Selectman Bastarache** estimated that it would be approximately \$30,000.00. Benjamin asked for clarification on the available funding for wage adjustments. **Chairman Smith** explained that the Town has \$120,000.00 in a special article and that the FY2024 budget that was approved included a step increase of approximately 2%. **Chairman Smith** restated that conversation about bargaining group negotiations cannot be had at tonight's meeting. Daniel discussed the Finance Committee's proposal and wanting to work towards adjustments. **Chairman Smith** discussed his review of the proposed changes to the compensation tables and raised concern that the adjustments that were used to calculate step six (6) may not be correct. **Selectman Bastarache** and **Chairman Smith** compared numbers and discussed the complexities of compounding percentages and the impact on the proposed tables. **Selectman Bastarache** discussed concerns of the compounding.

### **Recess**

At 8:45 PM **Chairman Smith** made a motion to recess until 9:00 PM. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

At 9:07 PM **Chairman Smith** called the meeting back to order.

After revising the proposed compensation tables to consider both a 4% base wage adjustment and 3% in between steps option, **Selectman Bastarache** explained that he estimates that the cost would be \$179,832.04. **Chairman Smith** expressed support and discussed his belief that the capacity exists within the budget to make the adjustments. Bryan confirmed that belief. Charles discussed his reflection on the Finance Committee proposal and the discussion during the meeting and explained that he believes that the proposed cost, being approximately \$30,000.00 beyond the initial estimates seems too high. **Chairman Smith** acknowledged the concern but explained his perspective on the impact. **Chairman Smith** discussed wanting to work towards being more market competitive. **Selectman Bastarache** explained he believes that the proposed changes would help to address the historical anomalies and that based on the review of other towns, the proposal seems competitive. **Selectman Bastarache** expressed concern that it may be too significant of a proposed change. Debra asked to have the Town Administrator and Treasurer review and recreate the proposed compensation tables one final time to ensure there are no mistakes. **Chairman Smith** expressed agreement and discussed wanting to review the revised drafts at the next meeting. Benjamin discussed his support for considering a 4% base wage adjustment and 3% in between steps option. For comparison purposes, **Chairman Smith** explained that the option for a 2% base wage adjustment and 3% in between steps is estimated the cost around \$150,000.00. Daniel and Benjamin each stated their preferences. Debra discussed wanting to review both options in greater detail but expressed her preference for the 4% base wage adjustment. **Selectman Bastarache** discussed base wage adjustment

## Meeting Minutes

and the goals of addressing starting rates, addressing the impacts of inflation and his belief that the proposed table adjustments help to address them. Both Benjamin and **Selectman Bastarache** discussed wanting to review both options in table format. Bryan will work with the Treasurer to prepare two options, one with a 2% base wage adjustment and one with a 4% base wage adjustment, both with 3% step increases, and both removing the first five (5) steps so that the tables reflection a new ten (10) step approach. The Select Board and Finance Committee members will review at the next meeting.

At 9:30 PM Thomas Duffy and Peter Mallet rejoined the meeting.

### **Discussion Regarding Comprehensive Review for FY2024**

The Select Board, Finance Committee and Capital Planning Committee members reviewed a March 2023 memorandum that outlines the FY2024 budget request reductions that were made to balance the proposed budget. **Selectman Bastarache** explained that he wanted to have a comprehensive review with the members of the Select Board, Finance Committee and School Committee to determine if any of the reductions are imperative to restore and to develop a long-range plan for the next five (5) fiscal years. Debra expressed agreement and discussed wanting to hear from all department heads. **Chairman Smith** expressed concern about the reduction in funding that was intended to support the Cadet program and training in the Police Department and explained that he does not want to wait until FY2025 to address the funding request. **Chairman Smith** also discussed wanting to hear from Glenn McCrory, Highway Superintendent, about the anticipated road work improvements that are planned for FY2024. **Chairman Smith** raised a concern about underfunding a capital project line-item in the Wastewater Department operating budget, noting the significant cost of some recent repairs at wastewater. **Selectman Bastarache** expressed agreement and suggested that the comprehensive review could focus on the short-term needs in FY2024 along with a conversation about the long-term vision for FY2025 and beyond. **Selectman Bastarache** expressed concern about completing the comprehensive work in a period of ninety (90) days. Daniel explained that he also wants to hear from department heads and wants to address the annual funding capacity for Other Post Employment Benefits (OPEB) liability as well as funding for capital projects. Daniel expressed hope that the voters will find these items to be important too. **Chairman Smith** suggested asking departments to provide feedback for review at the June 26, 2023, meeting. **Chairman Smith** suggested breaking the request into a short-term and long-term request. Debra expressed concern about breaking the requests into more than one proposed Proposition 2 ½ override request and frustrating residents. Bryan asked for a representative of the Select Board and/or Finance Committee to work with him to finalize the guidance that will be sent to department heads. Debra agreed to work with Bryan on the guidance.

At 9:50 PM Debra made a motion to adjourn the joint meeting of the Select Board, Finance Committee, and Capital Planning Committee and to continue with the Select Board meeting. Charles seconded. **Vote:** Unanimously approved.

### **Review of Conflict-of-Interest Policy Draft**

Bryan explained that the Town does have a Conflict-of-Interest policy in place and that he is working to finalize contract documents for that involves Federal funding and they are reviewing the Town's policy to ensure that it incorporates all the Federal requirements. Bryan explained that the topic was listed on the agenda as a placeholder if there were requested policy edits for the Select Board to consider. Bryan will update the Select Board as the review is completed.

**Review of Hazard Communication Policy Draft – 3rd Reading (revisited)**

The Select Board revisited the topic. **Chairman Smith** explained that the listing in Appendix A is an OSHA requirement for the policy. **Chairman Smith** asked Bryan to have the Appendix A completed and return it to the Select Board for further review. **Chairman Smith** further asked if the policy could identify a position that is responsible for updating the appendix and if so, what the notification process would look like. Bryan explained that it is permissible to identify a position to maintain the appendix and suggested that the policy should be reviewed regularly and noted that the proposed draft identified the Safety Committee as the group that would review and propose edits to the Select Board. The Select Board members noted that they still must identify a position to serve as Safety Health Officer. Bryan will prepare the revisions to the draft policy for the Select Board to review.

**Review Proposed Revisions to Assistant Treasurer Position Description (revisited)**

The Select Board members explained that they conducted an initial review of the proposed revisions and currently do not have any questions. The Select Board will revisit the topic on June 26, 2023.

**Adjournment**

At 9:55 PM **Chairman Smith** made a motion to adjourn. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Respectfully submitted,

Bryan Smith  
Town Administrator

## Meeting Minutes

**Board:** Select Board / Water Commissioner's Meeting  
**Date:** Wednesday, October 11, 2023  
**Location:** Erving Elementary School, 28 Northfield Road, Erving, MA 01344

**Select Board Present:** Jacob Smith, Scott Bastarache, James Loynd  
**Finance Committee Present:** Debra Smith, Thomas Duffy, Benjamin Fellows (Charles Zilinski and Daniel Hammock absent)  
**Capital Planning Committee Present:** Debra Smith, Jacob Smith, Benjamin Fellows, Linda Downs-Bembury (Peter Mallet absent)  
**School Committee Present:** Mackensy Bailey (Erik Semb, Jennifer Eichorn, Katelyn Mailloux-Little, and Mark Blatchley absent)

At 6:57 PM **Chairman Smith** called the meeting to order.

### **Review of VEH119 Road Salt Contract MOU**

**Chairman Smith** provided an overview of the proposed procurement for road salt from the State contract, noting that the successful bidder for the region is Eastern Salt. **Selectman Loynd** asked for an explanation for the anticipated tons to be ordered, suggesting that the number of tons should be increased based on historical usage. Glenn McCrory, Highway Superintendent, explained the rationale for the anticipated order of 350 tons and explained that the Highway Department creates its own mix of treated salt and sand for use in Town. The Select Board members expressed support for proceeding with the procurement. **Chairman Smith** made a motion to use the State contract VEH119 for road salt and engage in the memorandum of understanding, and further authorize Glenn McCrory, Highway Superintendent, to sign any and all documents related. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

### **Joint meeting with Finance Committee, Capital Planning Committee & School Committee - Proposed FY24 Proposition 2 ½ Override Informational Session**

At 7:01 PM **Chairman Smith** called the joint meeting of the Select Board, Finance Committee, Capital Planning Committee and School Committee to order. Debra Smith, Thomas Duffy and Benjamin Fellows of the Finance Committee, Linda Downs-Bembury of the Capital Planning Committee, and Mackensy Bailey of the School Committee joined the meeting.

### **Informational Session – Proposed FY24 Proposition 2 ½ Override**

**Chairman Smith** welcomed those in attendance and discussed the reason for the informational meeting in advance of the Special Town Meeting and Special Election regarding a proposed Proposition 2 ½ override. **Chairman Smith** explained that there are handouts available at the entry area of the meeting, including the estimated tax impact. **Chairman Smith** invited questions from members of the public and asked people to use the microphone and to state their name for record.

Kelly Loynd asked if voting “yes” to the proposed Proposition 2 ½ override would be the same as the voters saying that they are okay with the proposed changes. **Chairman Smith** explained that an approved override would provide the financial means to implement the proposed changes. Michael Truckey asked if the Special Town Meeting warrant articles would be voted on as a single package, or if they would be voted on separately. **Chairman Smith** explained that each warrant article will be voted on separately. Michael asked if the Select Board members could provide a presentation on the proposed Proposition 2 ½ override and the rationale behind the proposal.

## Meeting Minutes

**Selectman Bastarache** provided an overview explanation for the proposed changes, by functional area. Regarding General Government, **Selectman Bastarache** discussed the requests from the Assessor's Office, including the appropriations for the overlay, legal defense, and proposed staffing. Jacquelyn Boyden, Principal Assessor, explained the use of the overlay and the legal costs. Jacquelyn discussed the current Appellate Tax Board cases being worked on. **Selectman Bastarache** provided the context from the floor amendments that occurred at the Annual Town meeting and the budget setting process that occurred for FY2024, noting the approximate \$1 million in request reductions town-wide to present a balanced budget. For further context, **Selectman Bastarache** explained that the Select Board, Finance Committee and Capital Planning Committee continued to review for the FY2024 budget since June 2023 and that departments were asked to consider needs over the next five (5) years so that they would be considered in this request before asking the voters to consider a Proposition 2 ½ override again. **Selectman Bastarache** discussed the proposal to ask for administrative help in the Select Board office, noting that the planning work was broken out as the Community Planning Office, and the goal of back filling the assistant needs. **Selectman Bastarache** discussed the proposal for providing additional capacity for surveying and consulting that is necessary to move some projects forward. **Selectman Bastarache** discussed the proposal to establish a grant match fund, under the purview of the Finance Committee, that will remain if not used in a fiscal year and that can be replenished if used, adding that matching funds are needed for some initiatives. Kelly asked for information about anticipated grants for the Town. Mariah Kurtz, Town Planning, discussed the recent grant funded work on Wheelock Street to replace two (2) culverts, the funding of a new pump station on Papermill Road to prepare for redevelopment of the site, the feasibility study of a proposed shared use path to provide an alternative connection between Farley and Erving Center, and waiting on the decision regarding the Small Bridge program grant application for the Swamp Road Bridge.

Regarding Public Safety, **Selectman Bastarache** discussed the reductions that were made to the Police Department FY2024 budget request for to police for facility maintenance, electricity, the cadet program that the Select Board would like to restore. **Selectman Bastarache** explained the proposal for the cadet program, considering law enforcement reform, to hire a civilian, focus on training, and work towards enrollment in the full-time academy and to graduate. **Selectman Bastarache** discussed the goals of staffing in the Police Department and the costs associated with the full-time Academy. Jenny asked if there is way to get a commitment out of Police Officers that Erving sends to the Academy. **Selectman Bastarache** discussed contractual requirement for reimbursement to the Department if a Police Officer is sent to the Academy and leaves before three (3) years. **Selectman Bastarache** acknowledged the turnover experience. **Selectman Loynd** explained that the past practice of towns like Erving benefiting from the part-time Academy and that with the recent reforms, Police Officers must be full-time Academy trained. As it relates to the Fire department, **Selectman Bastarache** discussed the proposal for a new full-time Firefighter and explained the 2-in-2-out practice that the Department is striving for. **Selectman Bastarache** noted the reality of time off and not being able to always have four staff members on a shift but working towards the goal.

Regarding Public Works, **Selectman Bastarache** explained the proposal to backfill the vacant Equipment Operator position in the Highway Department after the filling of the vacant Foreman position. **Selectman Bastarache** added that the proposal also includes funding for surveying services that are needed to approach comprehensive road projects like complete streets that the Town has been working on in recent years. **Selectman Bastarache** explained that the Wastewater Department proposed increase is related to cost increases in heating fuel, testing requirements, chemicals, and sludge disposal. **Selectman Bastarache** explained that multiple years of costs were reviewed as well as the new expectations from Federal and State permitting requirements that did not previously exist.

## Meeting Minutes

Regarding Health & Human Services, **Selectman Bastarache** explained that the proposal includes programming funds for the Senior & Community Center, to provide resources for patrons and for the work of the Activities Coordinator. Regarding Culture & Recreation, **Selectman Bastarache** explained that the proposal includes an increase in staffing, programming and materials for the Library. Michael asked for information regarding the use of the Library. Abigail Baines, Library Director, explained that participation at the facility has doubled in the last two (2) years.

Regarding Health Insurance, **Chairman Smith** explained that the FY2024 budget reflected level funding during the effort to balance the budget. **Chairman Smith** provided context that the premium costs increased for FY2024 that absorbed the capacity that existed. **Chairman Smith** discussed that after discussions with all departments the proposal includes funding for the benefits for approximately nine (9) positions at the Elementary School and eight (8) proposed on the Town side. Michael asked if the budget includes all benefits or just health insurance benefits. Bryan explained the employment benefits that are covered by the budget.

**Chairman Smith** discussed the capital improvement proposals, including the warrant article for roadwork and bridge improvements. **Chairman Smith** explained the proposal to appropriate \$900,000.00 into the Capital Stabilization Fund, conditioned on the approval of a Proposition 2 ½ override. **Chairman Smith** discussed the multi-year review of capital expenditures, noting an average of \$1.3 million annually. Benjamin discussed wanting to address the long-term funding strategy for larger capital needs will dealing with short-term needs. Benjamin discussed the goal of building capacity annually. **Chairman Smith** added that the annual capital improvement spending is inclusive of debt services, such as the Arch Street forced sewer, that becomes annual operating costs.

Michael asked for an explanation regarding the warrant article to create a Special Education Reserve Fund and if there is a need to appropriate funding into the Reserve fund. Mackensy discussed the proposal for the Fund, noting that the School Committee can appropriate up to two (2) percent of the education budget into the Fund. Mackensy explained that it would be the first place for the School Committee to seek coverage for an unanticipated Special Education cost before coming back to the voters with other requests. Michael discussed the need for the State legislature to take action to address these costs.

Jenny asked if the proposed Proposition 2 ½ override would be used for capital expenses at the former IP Mill site. **Selectman Bastarache** explained that one article does include funding for the Capital Stabilization fund which could be available for future appropriation, by the voters, for projects like the IP mill site. Michael discussed acknowledgment of the prudent act of savings and for the work to anticipate future needs as best you can and noted the need to balance with the concerns about the impact on taxpayers, with no significant changes to the tax base. Michael stated that he wants to ensure that the Town does not keep coming back to ask for a Proposition 2 ½ override. **Selectman Bastarache** expressed understanding of the concern and explained that it was the reason why the departments considered multiple years of anticipated operating costs. **Selectman Bastarache** discussed the estimated tax impacts and expressed appreciation to Jacquelyn for preparing the information. **Selectman Bastarache** urged caution that the estimated impact sheets are based on FY2023 values and that the FY2024 values have not been set yet and that they can change.

Regarding next steps, **Selectman Bastarache** explained that the Special Town Meeting has been scheduled for October 18, 2023, warrant has already been sent to residences. **Selectman Bastarache** explained that the Special Election has been scheduled for October 23, 2023. **Selectman Bastarache** clarified that

## Meeting Minutes

approval at both the Special Town Meeting and the Special Election are necessary for the proposed Proposition 2 ½ override to pass.

Mark Burnett asked if the article regarding the amendment of elected official compensation was part of the proposed Proposition 2 ½ override. **Chairman Smith** explained that the funding for the amendment to compensation already exists in a special article and is not part of the proposed override, but the change must be approved by the voters.

Sarah Vega-Liros asked for an explanation of how the levy limit is calculated. Jacquelyn provided an explanation of the formula that is used to determine the annual levy limit, using FY2023 values for an example. Jacquelyn also provided an explanation of the difference between the levy limit and the Town's levy ceiling.

### **Adjournment**

At 8:20 PM **Chairman Smith** made a motion to adjourn. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

Respectfully submitted,

Bryan Smith  
Town Administrator



## Meeting Minutes

**Board:** Select Board / Water Commissioner's Meeting  
**Date:** Wednesday, October 18, 2023  
**Location:** Erving Elementary School, 28 Northfield Road, Erving, MA 01344

**Select Board Present:** Jacob Smith, Scott Bastarache, James Loynd  
**Finance Committee Present:** Debra Smith, Thomas Duffy, Benjamin Fellows (Daniel Hammock and Charles Zilinski absent)  
**Capital Planning Committee Present:** Debra Smith, Jacob Smith, Benjamin Fellows, Linda Downs-Bembury, Peter Mallet

At 7:08 PM **Chairman Smith** called the meeting to order.

### Recess

At 7:08 PM **Chairman Smith** made a motion to recess the Select Board meeting until approximately 15 minutes after the end of the Special Town Meeting. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

At 9:52 PM **Chairman Smith** called the Select Board meeting back to order.

### Joint Meeting with Finance Committee & Capital Planning Committee Meeting- Review of Financial Management Policy Drafts, Review of FY2025 Budget Planning Documents, Discussion Regarding Special Town Election Warrant

At 9:52 PM **Chairman Smith** called the joint meeting of the Select Board, Finance Committee and Capital Planning Committee to order. Debra Smith, Thomas Duffy, and Benjamin Fellows of the Finance Committee, as well as Linda Downs-Bembury and Peter Mallet of the Capital Planning Committee joined the meeting.

**Chairman Smith** explained that he carried the review of the draft financial policies on the agenda to provide the Finance Committee and Capital Planning Committee members with more time to review and to offer feedback. Debra and Benjamin both explained that they had reviewed the draft policies again and have no concerns with the proposed policies. The Select Board members expressed support for proceeding.

### Review of Financial Management Policy Draft- Revenue Turnover- 3<sup>rd</sup> Reading

The Select Board members conducted a third and final read of the draft Revenue Turnover policy, numbered FIN-001. **Selectman Bastarache** made a motion to approve policy FIN-001, Revenue Turnover Policy, effective 10-18-2023. **Selectman Loynd** seconded. **Vote:** Unanimously approved.

### Review of Financial Management Policy Draft- Invoice Payment- 3<sup>rd</sup> Reading

The Select Board members conducted a third and final read of the draft Invoice Payment Process policy, numbered FIN-002. **Selectman Bastarache** a motion to approve Invoice Payment Process policy, policy number FIN-002, effective 10-18-2023. **Selectman Loynd** seconded. **Vote:** Unanimously approved.

### Review of Financial Management Policy Draft- Encumbrances & Accounts Payable- 3<sup>rd</sup> Reading

The Select Board members conducted a third and final read of the draft Encumbrance & Accounts Payable policy, numbered FIN-003. **Selectman Bastarache** made a motion to approve the Encumbrances & Accounts Payable policy, FIN-003, effective 10-18-2023. **Selectman Loynd** seconded. **Vote:** Unanimously approved.

**Review of Financial Management Policy Draft- Grants Management- 3<sup>rd</sup> Reading**

The Select Board members conducted a third and final read of the draft Grants Management policy, numbered FIN-010. **Selectman Bastarache** made a motion to approve the Grants Management policy, number FIN-010, effective 10-18-2023. **Selectman Loynd** seconded. **Vote:** Unanimously approved.

**Review of FY2025 Budget Planning Documents**

Bryan Smith, Town Administrator, provided an overview of the draft budget planning calendar and explained that he had held off on drafting the guidance documents, assuming that the guidance will be impacted by the outcome of the Special Town Meeting. **Chairman Smith** provided an overview of the proposed changes to the calendar that is being proposed by the members of the Capital Planning Committee to separate budget meetings from the regular business of the boards. **Chairman Smith** discussed the proposed reorganization of departmental budget request presentations. Debra explained that she will set anticipated Finance Committee meetings to add to the calendar. **Chairman Smith** clarified that the proposal would combine departmental operating and capital budget reviews into the same meetings with the goal of limiting the budget meetings to a total of two (2) hours on business allowing approximately fifteen (15) minutes per budget presentation. Bryan will put the draft calendar into final form for review on October 30, 2023.

**Discussion Regarding FY2025 Budget Planning Guidance**

The Select Board, Finance Committee and Capital Planning Committee members discussed the approach to the FY2025 budget planning guidance that will be issued to departments, boards, and commissions. **Chairman Smith** suggested asking departments to review all services, to consider changes to costs or alternatives service delivery models that would be necessary to sustain the existing budget. **Chairman Smith** explained that he anticipates that fixed costs, such as benefits, would absorb most of the 2.5 % increase. **Selectman Loynd** expressed agreement and discussed the need to prioritize services and to potentially consider reductions. Debra discussed the need to freeze budgets. The members of the boards expressed general agreement. **Chairman Smith** clarified that he does not want the first round of budget presentations to consider changes in staffing. Benjamin expressed concern that some departments cut too much while preparing for FY2024. Debra reiterated that the budget requests must be level funded with the anticipation that there is no capacity for increases. **Chairman Smith** noted that there are some costs that cannot be controlled such as regulatory requests or outside assessments.

**Selectman Bastarache** expressed agreement that he anticipates that there will be no capacity for increases, because the unfunded items in FY2024 will likely absorb the 2.5% increase. **Selectman Bastarache** explained that it is not good practice to fill operating budget gaps with free cash or stabilization because they are one-time sources of funding. **Selectman Bastarache** stated the need to develop a balanced budget through the capacity to raise & appropriate and not through other mechanisms. **Chairman Smith** added that he does not want to be a town that has to borrow money to fund operating expenses. **Selectman Loynd** elaborated on the request to prepare a balanced budget, recognizing that some departments have overcut their requests for FY2024 to help balance the town-wide budget.

Benjamin asked if the Capital Planning Committee should further define urgency on the capital planning requests, to distinguish what must be done in FY2025, regardless of priority. **Chairman Smith** expressed agreement and asked about starting to extend the useful life of vehicles and other equipment. Debra wants to know the status of all capital planning projects, even if funded, but not started. Debra expressed concern about larger projects on the horizon, like the Elementary School HVAC system that

## Meeting Minutes

can become expensive quickly. Debra explained that the Capital Planning Committee must have a better understanding of projects and needs town wide. Bryan will draft budget planning guidance for departments to be reviewed on October 30, 2023.

### Discussion Regarding Special Town Election Warrant

The Select Board members discussed their understanding of legal guidance that was provided by Town Counsel regarding the outcome of the votes taken during the Special Town Meeting and the Special Election scheduled for October 23, 2023. **Chairman Smith** asked if the Select Board members wanted to consider scheduling another Special Election. **Selectman Bastarache** discussed not being in support of calling another Special Election, citing the costs associated and the outcome of the Special Town Meeting. Debra expressed agreement and noted that the only condition article to be approved was for the Wastewater Enterprise fund.

### Discussion Regarding Responses Received to IP Mill RFP

Bryan noted that Mariah Kurtz, Town Planner, had already reported to the Select Board at the previous meeting that only one (1) submission had been received in response to the request for proposals (RFP) for the redevelopment of the former International Papermill site. **Chairman Smith** summarized that the one (1) response that was received was from Aires Mattress Recycling, Inc. and that the submission was incomplete, not including the statutorily required forms. **Chairman Smith** explained that the recommendation is to reject the submission and fail the procurement. The Select Board members expressed agreement. **Selectman Loynd** made a motion to reject the proposal from Aires Mattress Recycling Inc. because the submission did not conform to the requirements of the request for proposals, and to cancel the procurement in the best interest of the Town. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

### Review of Exhaust Capture System Procurement Recommendation

The Select Board members reviewed a memorandum from Bryan, summarizing the procurement for the exhaust capture system installation project for Fire Station 1 and 2. Bryan explained that as of the deadline, the Town received two (2) as follows:

| Contractor                              | Location          | Base Bid     | Alternate 1  | Total Price  |
|---|-------------------|--------------|--------------|--------------|
| Air Cleaning Specialists of New England | Hanover, MA 02339 | \$58,143.00  | \$11,000.00  | \$69,143.00  |
| Murphy Specialties, Inc.                | Boston, MA 02136  | \$119,999.00 | (\$6,000.00) | \$113,999.00 |

**Chairman Smith** asked if the capital improvement project should proceed if it hasn't been awarded yet, given the outcome of the Special Town Meeting. Benjamin discussed prioritizing safety work and expressed his support for proceeding with the project, especially noting that it came under budget. The Select Board members expressed agreement. **Selectman Bastarache** made a motion to award the procurement for the installation of the exhaust capture system project for Fire Stations 1 and 2 to Air Cleaning Specialist of New England, of Hanover, MA, for base bid and alternate 1, for the total price of \$69,143.00, and to authorize Bryan Smith, Town Administrator, to execute all necessary agreements. **Selectman Loynd** seconded. **Vote:** Unanimously approved.

At 10:24 PM **Chairman Smith** made a motion to adjourn joint meeting and to continue with the Select Board meeting. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

### Discussion of Northfield EMS Regionalization Committee Appointment

Bryan explained that the Town of Northfield has been working on a regional efficiency study of the Northfield Emergency Medical Service with the Collins Center and is in the stages of finalizing their

## Meeting Minutes

report and discussing next steps. Bryan explained that the Town of Northfield is asking member towns to identify at least two (2) people to serve on a committee and recommended that the representatives from Erving include Philip Wonkka, Fire Chief, and a Select Board member. Chief Wonkka explained that the Committee is scheduled to have its first meeting on November 1, 2023, at 6:00 PM. **Chairman Smith** discussed his review of the Collins Center report regarding Northfield Emergency Medical Services. **Chairman Smith** stated that he would be willing to serve on behalf of the Select Board. The Select Board members expressed agreement. Bryan will notify the Town of Northfield that Chief Wonkka and **Chairman Smith** will serve on the Committee on behalf of the Town of Erving.

### **Review of Equipment Operator Position Screening Committee Recommendation**

Glenn McCrory, Highway Superintendent, joined the meeting to discuss the recommendation from the Screening Committee on the Equipment Operator search. Glenn discussed the outcome of votes from Special Town Meeting and expressed concern about proceeding with the recommendation. Glenn expressed concern about making an offer to someone and knowing that the Town may not be able to maintain a commitment to them. **Chairman Smith** and **Selectman Bastarache** both acknowledged the concern and expressed understanding. **Selectman Bastarache** suggested passing over the agenda topic and following up with the recommended candidate to discuss the status of the search and the outcome of the Special Town Meeting. **Chairman Smith** asked Glenn to review the budget and see if there is any changes that may be able to made. Glenn clarified his concerns and discussed wanting to spend some time reviewing the budget. **Selectman Bastarache** expressed understanding of the concern about completing the hire in consideration of the budgetary concerns for FY2025. The Select Board members expressed agreement and tabled the discussion.

### **Review of Meeting Minutes for October 2, 2023**

The Select Board members reviewed the meeting minutes of Monday, October 2, 2023. **Selectman Bastarache** made a motion to approve meeting minutes for October 2, 2023, as written. **Selectman Loynd** seconded. **Vote:** Unanimously approved.

### **Review of Meeting Minutes for October 11, 2023**

The Select Board members passed over this agenda item.

### **Review & Issuance of 8th Water Commitment for FY2024**

The Water Commissioners reviewed the 8<sup>th</sup> Water Commitment for FY2024 for water use charges in the aggregate amount of \$46,694.50. **Commissioner Bastarache** made a motion to approve the 8<sup>th</sup> Water Commitment for Fiscal Year 2024, in the amount of \$46,694.50, for water use charges. **Commissioner Loynd** seconded. **Vote:** Unanimously approved.

### **Executive Session**

At 10:37 PM **Chairman Smith** made a motion to enter Executive Session pursuant to Massachusetts General Law Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining ...if an open meeting may have a detrimental effect on the bargaining ... position of the public body and the chair so declares. **Chairman Smith** stated that he does so declare. (New England Benevolent Police Association, Local 121) (Police Unit). **Selectman Bastarache** seconded. **Roll call vote:**

|                             |     |
|-----------------------------|-----|
| <b>Selectman Loynd</b>      | Aye |
| <b>Selectman Bastarache</b> | Aye |
| <b>Chairman Smith</b>       | Aye |

The Select Board did not return to Regular Session.

Meeting Minutes

Respectfully submitted,

Bryan Smith  
Town Administrator

DRAFT

## Bryan Smith

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**From:** Jeffery J. Thelen <JThelen@tighebond.com>  
**Sent:** Friday, November 3, 2023 11:27 AM  
**To:** Bryan Smith  
**Cc:** Peter M. Valinski; Peter Sanders; Jessica A. Frey  
**Subject:** [EXTERNAL]E5004 Erving Maple Avenue Landfill - FY2024 Engineering Services Proposal  
**Attachments:** 1123 FY2024 LF P-C Proposal +PFAS.pdf; 2023-10-05 MDEP Erving Maple St LF PFAS letter Final.pdf

**CAUTION:** This email originated from outside of the Town of Erving. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, please contact the Erving IT Department

Good morning, Bryan. Attached is our FY2024 proposal for landfill monitoring and engineering services for your review.

We have updated the landfill post-closure environmental monitoring program to include PFAS sampling for all water samples as required by MassDEP correspondence dated October 5, 2023, attached.

The attached proposal limiting fee is significantly higher than our last agreement which is primarily due to the MassDEP requiring the following via their October 5, 2023, letter to the Town:

- Requires EPA Method 537.1 for PFAS (full list of method analytes) for all groundwater, surface water, and private well water samples.
- Requires two well water samples at each of the three existing residential dwellings if a water treatment system is used (pre- and post-treatment samples) for the full list of analyses.
- Requires individual letters to the private well residents for the analytical data (like the current monitoring program).
- PFAS analytical results may require notifications under the Massachusetts Contingency Plan (MCP) for either the private wells or for groundwater monitoring wells if within 500-feet of a residence, if PFAS levels exceed 20 ng/L for six regulated compounds (PFAS6). We included 6-hours for a Licensed Site Professional (LSP) to review the PFAS data and complete the necessary notification under the MCP, if needed.

Please call me if you have any questions or require revisions to the proposal. Thanks, Jeff.

### Jeffery J. Thelen, PG

Principal Hydrogeologist

**Tighe&Bond**

o. 413.572.3260 | m. 413.883.5535

53 Southampton Road, Westfield, MA 01085  
w: [tighebond.com](http://tighebond.com) | [halvorsondesign.com](http://halvorsondesign.com)



000070-10-052 (E-5004)  
November 3, 2023

Bryan Smith, Administrative Coordinator  
Erving Board of Selectmen  
12 East Main Street  
Erving, MA 01344

Re: **FY2024 Post-Closure Landfill Monitoring  
Engineering Services Proposal**

Dear Mr. Smith:

Tighe & Bond is pleased to provide a cost estimate and Engineering Services Proposal to conduct Fiscal Year 2024 services at the Maple Avenue Landfill Site in Erving, Massachusetts. This proposal covers annual post-closure landfill environmental monitoring conducted in the fall of 2023 and an annual Spring 2024 Post-Closure Landfill Conditions Report. Requirements for post-closure landfill monitoring are outlined in Massachusetts Department of Environmental Protection (MassDEP) correspondence dated *March 21, 2012 Closure Certification & Minor Modification – Monitoring Permit Approval*. We have also included the replacement of soil gas point SG-3 as Task 3.

The MassDEP recently sent the Town a letter dated *October 5, 2023 Environmental Monitoring - Updated Requirements* which adds the requirement to sample and analyze for Pre- and Polyfluoroalkyl (PFAS) compounds to all water samples. Therefore, we have updated the post-closure monitoring program to include the requirements outlined in MassDEP correspondence dated October 5, 2024 to add the analysis for Pre- and Polyfluoroalkyl (PFAS) compounds to all samples, including sampling of the three private wells pre- and post-treatment (if a treatment system is used at the residence).

## **Task 1 - Fall 2023 Post-Closure Environmental Monitoring**

The FY2023 post-closure monitoring work consists of an annual round of sampling and laboratory analyses for six groundwater monitoring wells, three private wells (the building lot at 28 Maple Avenue is currently unoccupied) and two surface water samples from the adjacent Millers River, one upstream and one downstream of the landfill site. Sample analysis will include the analytical parameters required under *Massachusetts Solid Waste Regulations 310 CMR 19.132(2)(h)* including inorganic analyses, metals and volatile organic compounds (VOCs) as outlined in the *March 21, 2012 MassDEP Permit Modification*, a separate low-level analysis for the compound 1,4-dioxane and analysis for Pre- and Polyfluoroalkyl (PFAS) compounds. Annual gas monitoring and reporting for three soil gas points and two on-site structures for percent combustible gas, percent oxygen and hydrogen sulfide gas is also included. The post-closure environmental monitoring work includes summarizing the analytical data and submitting the data to the MassDEP and providing separate analysis letters to the homeowners.

Note that the MassDEP required in 2017 that the three active residential wells be sampled before and after in-house water treatment systems. The fourth well is located at an abandoned property (28 Maple Avenue) that is not currently sampled as the trailer house has been demolished. Therefore, we have included six water samples in the residential well sampling program (pre- and post-treatment samples from the three active wells).



Sample collection and gas monitoring will be by a Tighe & Bond environmental scientist. Groundwater, surface water, and private well water samples will be analyzed at a Massachusetts state certified environmental laboratory. We have also included six hours for a Licensed Site Professional (LSP) to review the VOC and PFAS analytical results for reporting purposes under the Massachusetts Contingency Plan (MCP).

We have estimated the cost for sample collection, laboratory analyses, gas monitoring and reporting, and the preparation of a summary report for the Town and MassDEP, and preparation of individual reports to each private well owner as follows:

|  |                 |
|--|-----------------|
| Laboratory (Water Quality Analyses):             | \$12,300        |
| Engineering (Environmental Sampling & Reporting) | \$ 7,900        |
| Massachusetts Contingency Plan Review/Reporting  | \$ 1,200        |
| <b>Total Cost (Task 1)</b>                       | <b>\$21,400</b> |

### Task 2 – Spring 2024 Post-Closure Landfill Conditions Report

The post-closure landfill cover evaluation is required under the closure certification approval to provide the MassDEP with an annual written record of the Town’s compliance with post-closure care requirements for closed landfills under 310 CMR 19.142(6). Tighe & Bond provided engineering services for the landfill capping project and we have all necessary plans at our Westfield office to conduct the review.

We propose to conduct the evaluation during the Spring of 2024 prior to dense vegetative growth to allow better observations of landfill surface conditions including field evaluation of vegetative cover, erosion, differential settlement, storm water management systems and landfill gas management systems. The purpose of the landfill field evaluation is to identify any areas that may require maintenance and repair, and to document the status of the closure system. The report will be prepared using the new MassDEP multi-purpose inspection reporting format that requires signature of both the consultant and the responsible Town official.

We have estimated the cost to complete the Spring 2024 Annual Post-Closure Landfill Condition report as follows:

|  |                |
|--|----------------|
| Engineering (Landfill Post-Closure Evaluation & Report): | \$ 2,450       |
| Travel & Misc. (mailing, etc.)                           | \$ 150         |
| <b>Total Cost (Task 2)</b>                               | <b>\$2,600</b> |

### Task 3 – Replacement of Soil Gas Point SG-3

Soil gas point SG-3 is located along the northeastern perimeter of the landfill, behind and to the immediate west of the house at 23 Maple Avenue. This soil gas point was not found during recent landfill sampling and the spring 2023 post-closure landfill compliance report site check. Soil gas point is a permit-required monitoring location sited to check for combustible gas in the soil air between the landfill and the residence at 23 Maple Avenue. The soil gas point was likely destroyed by mowing.

Tighe & Bond will replace the soil gas point at the SG-3 location using a screened aluminum gas point and plastic gas tubing installed approximately 4 feet below ground level using hand tools for installation. The soil gas point will be provided with a 2-inch schedule 80 PVC protective casing cemented at the ground surface. Prior to replacement, Tighe & Bond will





clear subsurface utilities at the installation location using DigSafe. Once installed, the soil gas point will be monitored for combustible gas for reporting to the MassDEP.

We have estimated the cost to replace soil gas point SG-3 as follows:

|   |                |
|---|----------------|
| Engineering (Pre-mark & install soil gas point SG-3): | \$ 1,000       |
| Travel & Expenses (Milage & Materials)                | <u>\$ 300</u>  |
| <b>Total Cost (Task 2)</b>                            | <b>\$1,300</b> |

### **Task 4 – On-Call Engineering Services (as requested)**

The scope and pricing of any *Task 4 On-Call Services* required by the Town will be negotiated and agreed by email correspondence prior to conducting any work. Labor rates for calendar year 2023 are attached. Estimated fees for additional work under Task 4 will be negotiated and approved by the Town prior to any services to be provided.

Task 3 covers work activities and submittals in addition to those outlined in Tasks 1, 2 and 3 above, and as noted, the scope and pricing of any Task 4 items will be negotiated and agreed to between the Town and Tighe & Bond prior to conducting any services. Task 4 services may include assistance with response to MassDEP requests, preparation of a permit modification or other needed engineering tasks.

### **Fee Agreement**

We have estimated the costs to conduct the three tasks outlined above as follows:

|   |                    |
|---|--------------------|
| <b>Task 1 – Fall 2023 Post-Closure Environmental Monitoring</b>     | <b>\$21,400</b>    |
| <b>Task 2 – Spring 2024 Post-Closure Landfill Conditions Report</b> | <b>\$ 2,600</b>    |
| <b>Task 3 – Replacement of Soil Gas Point SG-3</b>                  | <b>\$ 1,300</b>    |
| <b>Task 4 – On-Call Engineering Services (as requested)</b>         | <b><u>\$ 0</u></b> |
|   | <b>\$25,300</b>    |



Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$25,300. Task 4 On-Call Engineering Services, if authorized, will be negotiated at the time services are needed. We will undertake this work on an hourly plus expense basis, and you will be billed in accordance with the Company's standard billing rates. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors, materials purchased directly for this project, and permitting fees will be invoiced at cost plus ten percent. In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.

If this proposal is acceptable, please sign and date this letter agreement as confirmation of the Town's authorization to proceed with the work. Please mail or email an executed copy to us as notification to proceed. The annual post-closure environmental monitoring event should be completed in the Fall of 2023 including the sampling, analysis and reporting of the private water supply wells.

Tighe & Bond has provided the Town of Erving environmental monitoring services and landfill engineering advice since 2004 for the Maple Avenue Landfill. We greatly appreciate the Town's commitment to Tighe & Bond and will continue to interact with the MassDEP on behalf of the Town. If you have any questions, please feel free to contact Jeff at (413) 883-5535 (cell phone) or via email at JThelen@TigheBond.com.

Very truly yours,

**TIGHE & BOND, INC.**

  
Jeffery J. Thelen PG  
Principal Hydrogeologist

**APPROVED BY:**

  
Peter M. Valinski, PE  
Vice President

**ACCEPTANCE:**

On behalf of the Town of Erving Board of Selectmen, the scope, fee, and terms of this proposal are hereby accepted. Please initial tasks for acceptance:

Task 1 \_\_\_\_\_ Task 2 \_\_\_\_\_ Task 3 \_\_\_\_\_ Task 4 \_\_\_\_\_

Accepted by: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

- Enclosures - Terms & Conditions
- 2023 MA Fixed Rates
- October 5, 2023 MassDEP PFAS Correspondence

\\TIGHEBOND.COM\DATA\DATA\CORPORATE\BUSINESS LINES\ENVIRONMENTAL\RESOURCES\SOLID WASTE\JJT\2023 PROJECT ESTIMATES\E5004 FY2024 ERVING MAPLE AVE LF\1123 FY2024 LF P-C PROPOSAL +PFAS.DOCX



**"CLIENT" is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as "CONSULTANT"; "PROJECT" is defined in the accompanying proposal letter**

#### **1. SCHEDULE OF PAYMENTS**

**1.1** Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to CONSULTANT shall be made on the basis of invoices submitted by CONSULTANT and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

**1.2** In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

**1.3** Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse CONSULTANT for all reasonable attorney's fees and court costs.

**1.4** If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, CONSULTANT may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, CONSULTANT will have no liability to CLIENT for delays or damages caused by such suspension.

#### **2. SUCCESSORS AND ASSIGNS**

**2.1** CLIENT and CONSULTANT each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. CONSULTANT shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

**2.2** This Agreement represents the entire and integrated Agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and CONSULTANT. References to this agreement include these Terms & Conditions, any accompanying proposal or description of services, as well as any other documents referenced or incorporated therein. In the event one or more provisions of any of the foregoing documents conflict with the provisions of these Terms & Conditions, the provisions of these Terms & Conditions shall control.

**2.3** Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against CONSULTANT.

#### **3. STANDARD OF CARE**

**3.1** In providing services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by individuals providing such services in the same or similar locality for similar projects.

#### **4. TERMINATION**

**4.1** This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to CONSULTANT. In the event of any termination, CLIENT will pay CONSULTANT for all services rendered and reimbursable expenses incurred under the Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

#### **5. RECORD RETENTION**

**5.1** CONSULTANT will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

**5.2** Samples - All soil, rock and water samples will be discarded 30 days after submission of CONSULTANT's report, unless mutually agreed otherwise or unless CONSULTANT's customary practice is to retain for a longer period of time for the specific type of services which CONSULTANT has agreed to perform. Upon request and mutual agreement regarding applicable charges, CONSULTANT will ship, deliver and/or store samples for CLIENT.

#### **6. OWNERSHIP OF DOCUMENTS**

**6.1** All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of CONSULTANT, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to CONSULTANT of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by CONSULTANT.

**6.2** Documents provided by CONSULTANT are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this PROJECT or for any other projects or sites. Documents provided by CONSULTANT on this PROJECT shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of CONSULTANT. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this PROJECT, without CONSULTANT's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on CONSULTANT's part, and CLIENT agrees to indemnify and hold CONSULTANT harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

**6.3** Electronic Documents - CONSULTANT cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic writeable format. If CONSULTANT provides documents in writeable electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against CONSULTANT resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold CONSULTANT harmless from any claims, losses, damages, or costs, including attorney's fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

**6.4** Electronic Data Bases - In the event that CONSULTANT prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and CONSULTANT that such PROJECT deliverables will be used and perhaps modified by CLIENT and that CONSULTANT's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by CONSULTANT, ownership is passed to CLIENT. CONSULTANT will retain the right to use the developed data and will archive the data for a period of three years from the date of PROJECT completion.

## **7. INSURANCE**

**7.1** CONSULTANT will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, Unmanned Aircraft, Cyber Liability, and Automobile Liability during this PROJECT. CONSULTANT will furnish certificates at CLIENT's request.

**7.2** Risk Allocation - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damage, of any nature whatsoever, the liability of CONSULTANT to all claimants with respect to this PROJECT will be limited to an aggregate sum not to exceed \$100,000 or CONSULTANT's compensation for consulting services, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**7.3** Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the PROJECT or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this PROJECT.

**7.4** CLIENT agrees that any and all limitations of CONSULTANT's liability or waivers of damages by CLIENT to CONSULTANT shall include and extend to those individuals and entities CONSULTANT retains for performance of the services under this Agreement, including but not limited to CONSULTANT's officers, partners, and employees and their heirs and assigns, as well as CONSULTANT's subconsultants and their officers, employees, and heirs and assigns.

## **8. DISPUTE RESOLUTION**

**8.1** In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and CONSULTANT agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and CONSULTANT further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement prior to proceeding to litigation.

## **9. SITE ACCESS**

**9.1** Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for CONSULTANT to make any surveys, borings, explorations, tests or similar field investigations. CONSULTANT will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for CONSULTANT. If restoration of the land is required greater than those included in the scope of work, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

**9.2** Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. CONSULTANT shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of physically confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

## **10. OIL AND HAZARDOUS MATERIALS**

**10.1** If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, outside of the any agreed scope of work or greater than those anticipated in the any agreed scope of work, CONSULTANT reserves the right to renegotiate the fees for CONSULTANT's services and CONSULTANT's continued involvement in the PROJECT. CONSULTANT will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

**10.2** The discovery of the existence or possible existence of hazardous materials or substances, outside or greater than any proposed in the agreed scope of work, may make it necessary for CONSULTANT to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate CONSULTANT for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or CONSULTANT's personnel. To the full extent permitted by law, CLIENT waives any claims against CONSULTANT and agrees to indemnify, defend and hold harmless CONSULTANT from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

## **11. SITE INVESTIGATIONS**

**11.1** In soils, groundwater, soil gas, indoor air, or other investigations, conditions may vary between successive test points and sample intervals and for locations at or between where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in such evaluations, explorations, or investigations, changed or unanticipated conditions may occur that may affect overall PROJECT costs and/or execution. These variable conditions and related impacts on cost and PROJECT execution are not the responsibility of CONSULTANT.

**11.2** CLIENT recognizes that special risks occur whenever engineering or related disciplines are applied to provide

information regarding subsurface conditions. Even an agreed sampling and testing program, implemented with appropriate equipment and personnel with the assistance of a trained professional performing in accordance with the applicable professional standard of care, may provide data or information which differs significantly from that discovered or encountered subsequently. Environmental, geological, and geotechnical conditions, that CONSULTANT may infer to exist between sampling points may differ significantly from those discovered or encountered subsequently. The passage of time also should be considered, and CLIENT recognizes that due to natural occurrences or direct, or indirect human intervention at or near the site, actual conditions may quickly change. CONSULTANT shall not be responsible for the identification of emerging contaminants for which no current regulatory provisions exist nor shall CONSULTANT be held liable for not identifying or discussing these compounds even if those compounds are detected at a later date. CLIENT realizes that these risks cannot be eliminated. The services included in this agreement are those agreed to, or selected, consistent with CLIENT's risk preferences and other considerations including cost and schedule.

**11.3** By authorizing CONSULTANT to proceed with the site investigation services, CLIENT confirms that CONSULTANT has not created nor contributed to the presence of any existing hazardous substances or conditions at or near the site. CLIENT recognizes that there is an inherent risk in drilling, borings, punching or driving probes, excavating trenches or implementing other methods of subsurface exploration at or near a site contaminated by hazardous materials. Further, CLIENT recognizes that these are inherent even through the exercise of the Standard of Care. CLIENT accepts the risk and agrees to defend, indemnify, and hold CONSULTANT and each of CONSULTANT's subcontractors, consultants, officers, directors, and employees harmless against and all claims for damages, costs, or expenses direct or consequential, in connection with a release of hazardous substances, except to the extent that such claims, damages, or losses are adjudicated to have resulted from CONSULTANT's gross negligence or willful misconduct in the performance of the services.

## **12. FEDERAL AND STATE REGULATORY AGENCY AUDITS**

**12.1** For certain services rendered by CONSULTANT, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's PROJECT is selected for an audit, CLIENT agrees to compensate CONSULTANT for time spent preparing for and complying with an agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and CONSULTANT will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

## **13. CLIENT'S RESPONSIBILITIES**

**13.1** Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT implementation.

**13.2** CLIENT will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to CONSULTANT in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT

deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

## **14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES**

**14.1** CONSULTANT has no control over cost or price of labor and materials required to implement CLIENT's PROJECT, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, CONSULTANT makes no warranty, expressed or implied, that CLIENT's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by CONSULTANT. If CLIENT wishes additional information as to any element of PROJECT cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

## **15. CONSTRUCTION PHASE PROVISIONS**

The following provisions shall be applicable should the CONSULTANT be retained to provide Construction Phase Services in connection with the PROJECT:

**15.1** CLIENT and Contractor - The presence of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

**15.2** Contractor Control - CONSULTANT and CONSULTANT's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

**15.3** On-site Responsibility - The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

**15.4** Payment Recommendations - Recommendations by CONSULTANT to CLIENT for periodic construction progress payments to the construction contractor(s) are based on CONSULTANT's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that

continuous or detailed examinations have been made by CONSULTANT to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

**15.5 Record Drawings** - Record drawings, if required as part of CONSULTANT's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

#### **16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES**

The following provisions shall be applicable should the CONSULTANT be retained to provide design services but not be retained to provide Construction Phase Services in connection with the PROJECT:

**16.1** It is understood and agreed that the CONSULTANT's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the CONSULTANT that may be in any way connected thereto.

**16.2** In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

#### **17. SCHEDULE**

**17.1** The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters, pandemics, or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants.

**17.2** The CONSULTANT's schedule includes reasonable allowances for review and approval times required by the CLIENT, performance of services by the CLIENT's consultants, and review and approval times required by public authorities having jurisdiction over the PROJECT. This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size

of the PROJECT requested by the Client, or for delays or other causes beyond the Consultant's reasonable control.

#### **18. MISCELLANEOUS TERMS**

**18.1 GOVERNING LAW** - The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the jurisdiction where the PROJECT is located, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

**18.2 LENDERS' REQUIREMENTS** - The CONSULTANT shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the CONSULTANT, increase the CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

**18.3 CORPORATE PROTECTION** - Notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Massachusetts corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

**18.4 TITLES** - The section headings used in this Agreement are intended principally for convenience and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

**18.5** Upon execution, these terms as incorporated into the accompanying proposal represent the final intent of the parties. Any modification, rescission, or waivers of these terms shall only be effective and binding if agreed to in writing by the parties.

## 2023 FIXED HOURLY RATE SCHEDULE



### TECHNICAL PROFESSIONALS

|                                 |          |
|---------------------------------|----------|
| Senior Vice President           | \$300.00 |
| Vice President                  | \$265.00 |
| Safety & Health Director        | \$230.00 |
| Senior Consultant               | \$240.00 |
| Principal Landscape Architect   | \$205.00 |
| Principal Engineer              | \$230.00 |
| Senior Project Manager          | \$230.00 |
| Project Manager 2               | \$200.00 |
| Project Manager 1               | \$165.00 |
| Senior Landscape Architect 2    | \$170.00 |
| Senior Landscape Architect 1    | \$160.00 |
| Senior Engineer 2               | \$195.00 |
| Senior Engineer 1               | \$175.00 |
| Senior MEP Professional 2       | \$195.00 |
| Senior MEP Professional 1       | \$175.00 |
| Project Engineer 2              | \$155.00 |
| Project Engineer 1              | \$140.00 |
| Project MEP Professional 2      | \$155.00 |
| Project MEP Professional 1      | \$140.00 |
| Project Landscape Architect 2   | \$155.00 |
| Project Landscape Architect 1   | \$145.00 |
| Staff Engineer 3                | \$135.00 |
| Staff Engineer 2                | \$125.00 |
| Staff Engineer 1                | \$115.00 |
| Landscape Designer 2            | \$135.00 |
| Landscape Designer 1            | \$120.00 |
| Senior Architect                | \$185.00 |
| Principal Planner               | \$175.00 |
| Project Planner                 | \$135.00 |
| Planner 2                       | \$125.00 |
| Planner 1                       | \$110.00 |
| Resident Engineer               | \$175.00 |
| Construction Observer 3         | \$150.00 |
| Construction Observer 2         | \$135.00 |
| Construction Observer 1         | \$110.00 |
| Principal Compliance Specialist | \$210.00 |
| Senior Compliance Specialist 2  | \$165.00 |
| Senior Compliance Specialist 1  | \$150.00 |
| Project Compliance Specialist 2 | \$135.00 |
| Project Compliance Specialist 1 | \$125.00 |
| Compliance Specialist 2         | \$110.00 |
| Compliance Specialist 1         | \$95.00  |

### TECHNICAL PROFESSIONALS

|                                     |          |
|-------------------------------------|----------|
| Senior Environmental Professional   | \$260.00 |
| Principal Environmental Scientist   | \$200.00 |
| Senior Environmental Scientist 2    | \$175.00 |
| Senior Environmental Scientist 1    | \$155.00 |
| Senior Data Management Specialist 1 | \$155.00 |
| Project Environmental Scientist 2   | \$135.00 |
| Project Environmental Scientist 1   | \$125.00 |
| Environmental Scientist 2           | \$110.00 |
| Environmental Scientist 1           | \$100.00 |

### GIS PROFESSIONALS

|                             |          |
|-----------------------------|----------|
| GIS Technical Director      | \$230.00 |
| GIS Project Manager 2       | \$185.00 |
| GIS Project Manager 1       | \$145.00 |
| Senior Development Engineer | \$195.00 |
| Senior GIS Analyst 2        | \$170.00 |
| Senior GIS Analyst 1        | \$145.00 |
| GIS Analyst 2               | \$135.00 |
| GIS Analyst 1               | \$115.00 |
| GIS Technician 2            | \$95.00  |
| GIS Technician 1            | \$85.00  |

### SUPPORT

|                             |          |
|-----------------------------|----------|
| Remediation Technician 2*   | \$105.00 |
| Remediation Technician 1*   | \$95.00  |
| BIM Manager                 | \$170.00 |
| CAD Manager                 | \$170.00 |
| Senior Designer             | \$155.00 |
| Senior Drafter/Designer*    | \$135.00 |
| Drafter/Designer *          | \$120.00 |
| Graphics Support Specialist | \$110.00 |
| Intern*                     | \$75.00  |
| Administrative Support*     | \$90.00  |

### EXPENSES

1. Automobile transportation expense for employee travel directly related to the project shall be invoiced at the prevailing Federal rate per vehicle mile.
2. Outside reimbursable expenses and services, which are rendered to Tighe & Bond by other than direct employees, and any permitting fees paid by Tighe & Bond on behalf of the Client, shall be invoiced at Tighe & Bond's direct cost plus 10% administrative fee.
3. Reimbursable expenses such as in-house field supplies and equipment rental, tolls and parking, overnight mailings and bulk notification mailings, and in-house printing shall be invoiced at cost or unit costs as applicable.
4. Costs for items such as regular mailings of project documents, telephone or fax communications, computer usage charges, and miscellaneous in-house printing are included in the hourly rates shown above.

### PROVISIONS

1. Rates are effective until December 31, 2023, at which time rates will be increased based on annual salary review.
- \* For non-salaried personnel (noted above by an "\*\*"), time worked in excess of eight hours in any day or forty hours per calendar week shall be invoiced at 150 percent of the above rate.



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

# Department of Environmental Protection

Western Regional Office • 436 Dwight Street, Springfield MA 01103 • 413-784-1100

Maura T. Healey  
Governor

Kimberley Driscoll  
Lieutenant Governor

Rebecca L. Tupper  
Secretary

Bonnie Hefle  
Commissioner

October 5, 2023

Bryan Smith, Town Administrator  
Town of Erving  
Town Hall  
12 East Main Street  
Erving, MA 01330

Erving - SWM - Landfill  
Maple Ave Landfill  
Env Monitoring - Updated Requirements  
23-091-002

Dear Mr. Smith:

The Massachusetts Department of Environmental Protection (MassDEP) is issuing this correspondence to the Town of Erving (the Town) regarding the Town's closed and capped landfill off Maple Ave (the landfill).

This landfill is currently in post-closure status, pursuant to a Closure Certification Approval issued by MassDEP on March 21, 2012, which includes environmental monitoring requirements. The environmental monitoring program for the landfill includes annual collection of samples from on-site monitoring wells, surface water locations, and water samples from private potable wells serving the residences located in Table 1.

As part of MassDEP's ongoing statewide efforts to address Per- and Polyfluoroalkyl Substances (PFAS), MassDEP and other federal and state environmental agencies have become aware that municipal solid waste landfills are potential sources of PFAS in groundwater and surface water.

### Per & Polyfluoroalkyl Substances

Per- and polyfluoroalkyl substances ("PFAS") are a family of chemicals used since the 1950s to manufacture stain resistant, water resistant, and non-stick products. PFAS are widely used in common consumer products as coatings, on food packaging, outdoor clothing, carpets, leather goods, ski, and snowboard waxes, and more. Certain types of firefighting foam historically used by the U.S. military, local fire departments, and airports to fight oil and gasoline fires may contain PFAS. Landfills can be sources of PFAS because they are the ultimate repositories for PFAS-contaminated industrial waste, sewage sludge from wastewater treatment facilities, and waste from site mitigation, as well as for PFAS-bearing consumer wastes.

Because PFAS are water soluble and highly resistant, PFAS from firefighting foams, manufacturing sites, landfills, spills, air deposition from factories and other releases can seep into surface soils. From there

This information is available in alternate format. Please contact Melixza Esenyie at 617-626-1282.  
TTY# MassRelay Service 1-800-439-2370  
MassDEP Website: [www.mass.gov/dep](http://www.mass.gov/dep)



PFAS can leach into groundwater and surface water and result in contamination of drinking water as well impacts to fish and wildlife.

#### PFAS Regulations/Standards

On December 13, 2019, the MassDEP revised the Massachusetts Contingency Plan (MCP) to include Reportable Concentrations and cleanup standards for soil and groundwater to address sites contaminated with PFAS. On October 2, 2020, the MassDEP published its PFAS drinking water standard or Massachusetts Maximum Contaminant Level ("MMCL") of 20 nanograms per liter ("ng/L"), or parts per trillion ("ppt") applicable to community ("COM") and non-transient non-community ("NTNC") systems for the sum of the concentrations of six (6) specific PFAS ("PFAS6"). The Massachusetts Drinking Water Regulations, 310 CMR 22.00 ("Drinking Water Regulations") were revised to reflect these requirements. This drinking water standard is set to be protective against adverse health effects for all people consuming water containing PFAS6. The six (6) PFAS are:

- Perfluorodecanoic Acid ("PFDA")
- Perfluoroheptanoic Acid ("PFHpA")
- Perfluorohexanesulfonic Acid ("PFHxS")
- Perfluorononanoic Acid ("PFNA")
- Perfluorooctanesulfonic Acid ("PFOS")
- Perfluorooctanoic Acid ("PFOA")

MassDEP maintains a continually-updated public outreach website for PFAS issues at the following address: <https://www.mass.gov/info-details/per-and-polyfluoroalkyl-substances-pfas>

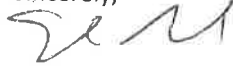
This letter is to alert the Town that MassDEP is now requiring sampling and analysis for PFAS compounds as part of your landfill's environmental monitoring plan. MassDEP has the authority to require such sampling and analysis for PFAS compounds pursuant to 310 CMR 19.132(2)(h) which states that "at a minimum, the owner or operator shall analyze surface and ground water samples for the following parameters [a list then follows], unless otherwise approved by the Department based on review of past monitoring results or other relevant information ... and, (4) any additional parameters required by the Department." PFAS sampling and analysis shall occur in accordance with the following:

1. Beginning with the environmental monitoring work scheduled for Fall 2023, the Town shall include sampling and analysis for PFAS, together with all other required parameters, at each groundwater monitoring well, surface water/leachate sampling location, and potable well specified in the Closure Certification Approval dated March 21, 2012, including the residences listed in Table 1.
2. PFAS monitoring shall include sampling for Per- and Polyfluoroalkyl Substances, with laboratory analysis by EPA Method 537.1 for the full list of method analytes. PFAS sampling shall be performed as outlined in the MassDEP's June 2021 Field Sampling Guide for PFAS.
3. PFAS analyses shall be performed by laboratories that are approved by MassDEP pursuant to 310 CMR 42.000: *Certification and Operation of Environmental Analysis Laboratories*.
4. The MMCL standard of 20 ng/l (parts-per-trillion) is for the sum of six specified PFAS compounds: perfluorooctane sulfonic acid (PFOS); perfluorooctanoic acid (PFOA); perfluorohexane sulfonic acid (PFHxS or PFSxS); perfluorononanoic acid (PFNA); perfluoroheptanoic acid (PFHpA), and

- perfluorodecanoic acid (PFDA). When some, or all, of these compounds occur together in drinking water, the detected concentrations for these PFAS compounds should be summed and compared to the MCL.
5. For all private wells, samples of potable water shall be collected both before and after any water filtration/treatment, if present. The summary report accompanying the analytical results shall clearly indicate if filtration/treatment is present at each residence.
  6. The results of the environmental monitoring required above shall be submitted to MassDEP and to the Erving Board of Health within 45 days of the date of sampling. In addition:
    - a. The Town or its consulting engineer shall notify MassDEP of any exceedances of any regulatory standards within the applicable notification periods pursuant to the Massachusetts Contingency Plan at 310 CMR 40.0000 (i.e., within 2 hours if PFAS6 detected in a private drinking water well is equal to or greater than the RCGW-1 reportable concentration of 20 ppt or within 72 hours if PFAS6 is detected in groundwater within 500 feet of a private water supply well at a concentration equal to or greater than the RCGW-1 reportable concentration of 20 ppt), the Solid Waste Management regulations at 310 CMR 19.000; or if no other regulatory standard applies; within 7 days of obtaining knowledge of the condition.
    - b. The Town shall provide copies of residential well analytical results provided to the owners and occupants of the respective residences within 60 days of the date of sampling.
    - c. If analytical results exceed regulatory standards in tap water samples, The Town shall take remedial steps necessary to protect public health and safety, as required by MassDEP pursuant to 310 CMR 19.000.
    - d. The Town shall comply with the requirements at 310 CMR 40.0114 for the site to be deemed adequately regulated pursuant to 310 CMR 40.0000, the Massachusetts Contingency Plan.
  7. If the owners or occupants of any of the residences with private wells decline to grant access for sampling purposes, the Town shall provide to MassDEP written documentation of both the request and the refusal.
  8. This approval does not otherwise supersede or alter any other provisions of the monitoring requirements specified in the Closure Certification Approval.

MassDEP understands you may have questions or need technical assistance on incorporating PFAS compounds into your landfill's environmental monitoring plan. If you have any questions concerning this matter, please contact Morgan Treacy at [Morgan.Treacy@mass.gov](mailto:Morgan.Treacy@mass.gov).

Sincerely,



Daniel Hall  
Section Chief  
Solid Waste Management

cc: Erving Select Board  
Erving Board of Health  
Peter Sanders, Erving Water and Wastewater Superintendent, [peter.sanders@erving-ma.gov](mailto:peter.sanders@erving-ma.gov)

Table 1: Private wells to be monitored.

|   |
|---|
| <u>19 Maple Ave</u>                                   |
| <u>21/23 Maple Ave</u>                                |
| <u>27 Maple Ave</u>                                   |
| <u>28 Maple Ave (if occupied at time of sampling)</u> |

Water Bill

Commonwealth of Massachusetts

Notice and Certificate  
of Abatement No. 1 FY24

Town of Erving

**OFFICE OF THE WATER COMMISSIONERS**

To the Water Collector :

The Water Commissioners voted on 06/13/2023 to allow an

abatement to: Michelle Sandlin Acc't # 107

*Erving Water Commissioners*

Abated: \$145.02

\_\_\_\_\_  
Jacob A. Smith, Chair

Adjusted Bill:

\_\_\_\_\_  
Scott Bastarache

*Water Commissioners Copy*

\_\_\_\_\_  
James Loynd

Water Bill

Commonwealth of Massachusetts

Notice and Certificate  
of Abatement No. 1 FY24

Town of Erving

**OFFICE OF THE WATER COMMISSIONERS**

To the Water Collector:

The Water Commissioners voted on 06/13/2023 to allow an

abatement to : Michelle Sandlin Acc't # 107

*Erving Water Commissioners*

Abated: \$145.02

\_\_\_\_\_  
Jacob A. Smith, Chair

Adjusted Bill:

\_\_\_\_\_  
Scott Bastarache

*Water Collector Copy*

\_\_\_\_\_  
James Loynd

Water Bill

Commonwealth of Massachusetts

Notice and Certificate  
of Abatement No. 1 FY24

Town of Erving

**OFFICE OF THE WATER COMMISSIONERS**

To the Water Collector :

The Water Commissioners voted on 06/13/2023 to allow an

abatement to: Michelle Sandlin Acc't # 107

*Erving Water Commissioners*

Abated: \$145.02

\_\_\_\_\_  
Jacob A. Smith, Chair

Adjusted Bill:

\_\_\_\_\_  
Scott Bastarache

*Accountant Copy*

\_\_\_\_\_  
James Loynd

Water Bill

Commonwealth of Massachusetts  
Town of Erving

Notice and Certificate  
of Abatement No. 2 FY24

**OFFICE OF THE WATER COMMISSIONERS**

To the Water Collector :

The Water Commissioners voted on 06/13/2023 to allow an

abatement to:      Ellie Savage                      Acc't # 147

*Erving Water Commissioners*

Abated: \$134.47

\_\_\_\_\_  
Jacob A. Smith, Chair

Adjusted Bill:

\_\_\_\_\_  
Scott Bastarache

*Water Commissioners Copy*

\_\_\_\_\_  
James Loynd

Water Bill

Commonwealth of Massachusetts  
Town of Erving

Notice and Certificate  
of Abatement No. 2 FY24

**OFFICE OF THE WATER COMMISSIONERS**

To the Water Collector:

The Water Commissioners voted on 06/13/2023 to allow an

abatement to :      Ellie Savage                      Acc't # 147

*Erving Water Commissioners*

Abated: \$134.47

\_\_\_\_\_  
Jacob A. Smith, Chair

Adjusted Bill:

\_\_\_\_\_  
Scott Bastarache

*Water Collector Copy*

\_\_\_\_\_  
James Loynd

Water Bill

Commonwealth of Massachusetts  
Town of Erving

Notice and Certificate  
of Abatement No. 2 FY24

**OFFICE OF THE WATER COMMISSIONERS**

To the Water Collector :

The Water Commissioners voted on 06/13/2023 to allow an

abatement to:      Ellie Savage                      Acc't # 147

*Erving Water Commissioners*

Abated: \$134.47

\_\_\_\_\_  
Jacob A. Smith, Chair

Adjusted Bill:

\_\_\_\_\_  
Scott Bastarache

*Accountant Copy*

\_\_\_\_\_  
James Loynd

Water Bill

Commonwealth of Massachusetts

Notice and Certificate  
of Abatement No. 3 FY24

Town of Erving

**OFFICE OF THE WATER COMMISSIONERS**

To the Water Collector :

The Water Commissioners voted on 06/13/2023 to allow an

abatement to:      Travis Erin                      Acc't # 148

*Erving Water Commissioners*

Abated: \$2,141.79

\_\_\_\_\_  
Jacob A. Smith, Chair

Adjusted Bill:

\_\_\_\_\_  
Scott Bastarache

*Water Commissioners Copy*

\_\_\_\_\_  
James Loynd

Water Bill

Commonwealth of Massachusetts

Notice and Certificate  
of Abatement No. 3 FY24

Town of Erving

**OFFICE OF THE WATER COMMISSIONERS**

To the Water Collector:

The Water Commissioners voted on 06/13/2023 to allow an

abatement to :      Travis Erin                      Acc't # 148

*Erving Water Commissioners*

Abated: \$2,141.79

\_\_\_\_\_  
Jacob A. Smith, Chair

Adjusted Bill:

\_\_\_\_\_  
Scott Bastarache

*Water Collector Copy*

\_\_\_\_\_  
James Loynd

Water Bill

Commonwealth of Massachusetts

Notice and Certificate  
of Abatement No. 3 FY24

Town of Erving

**OFFICE OF THE WATER COMMISSIONERS**

To the Water Collector :

The Water Commissioners voted on 06/13/2023 to allow an

abatement to:      Travis Erin                      Acc't # 148

*Erving Water Commissioners*

Abated: \$2,141.79

\_\_\_\_\_  
Jacob A. Smith, Chair

Adjusted Bill:

\_\_\_\_\_  
Scott Bastarache

*Accountant Copy*

\_\_\_\_\_  
James Loynd

## Utility Abatement Transactions

Batch: Sandlin/Savage/Travis

Effective Date: 11/7/2023

Cashier: mturner

|                     | Account | Owner            | Tax               | Interest      | Fees          | Total             | Clause |
|---------------------|---------|------------------|-------------------|---------------|---------------|-------------------|--------|
| 1                   | 107     | SANDLIN MICHELLE | \$145.02          | \$0.00        | \$0.00        | \$145.02          |        |
| 2                   | 147     | SAVAGE ELLIE     | \$134.47          | \$0.00        | \$0.00        | \$134.47          |        |
| 3                   | 148     | ERIN TRAVIS      | \$2,141.79        | \$0.00        | \$0.00        | \$2,141.79        |        |
| <b>Grand Total:</b> |         |                  | <b>\$2,421.28</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$2,421.28</b> |        |

### Totals Group By Receivable Name and Fiscal Year:

| Application         | Levy | Receivable | Tax               | Interest      | Fees          |
|---------------------|------|------------|-------------------|---------------|---------------|
| Utility             | 2024 | Water      | \$2,421.28        | \$0.00        | \$0.00        |
| <b>Grand Total:</b> |      |            | <b>\$2,421.28</b> | <b>\$0.00</b> | <b>\$0.00</b> |

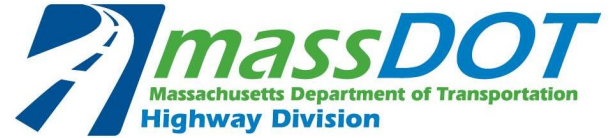
### Totals Group By Receivable Name:

| Application         | Receivable | Tax               | Interest      | Fees          |
|---------------------|------------|-------------------|---------------|---------------|
| Utility             | Water      | \$2,421.28        | \$0.00        | \$0.00        |
| <b>Grand Total:</b> |            | <b>\$2,421.28</b> | <b>\$0.00</b> | <b>\$0.00</b> |

Abatements requested due to meter read errors and transfers that need to be fixed. These Abatements will be posted to what are currently unpaid bills. Further abatement may be necessary for Account # 148 to be determined at time of meter transfer.



Maura Healey, Governor  
Kimberley Driscoll, Lieutenant Governor  
Gina Fiandaca, Secretary & CEO  
Jonathan L. Gulliver, Highway Administrator



November 6, 2023

Mariah Kurtz  
Town Planner  
12 E Main St  
Erving, MA 01344

Via email: [mariah.kurtz@erving-ma.gov](mailto:mariah.kurtz@erving-ma.gov)

Dear Mariah Kurtz:

Thank you for applying to the Municipal Small Bridge Program for the Fiscal Year 2024 funding round. We received many applications and had a very competitive application pool from which to select. I am pleased to inform you that Erving's Phase 1 application for bridge number E10019-C62-MUN- BRI on Swamp Road over Keyup Jacks Brook has been approved.

MassDOT has onboarded seven small bridge designers to support awarded Phase 1 municipalities in developing a completed bridge design quickly and efficiently. We are in the process of onboarding 2 additional designers for a total of 9 firms.

By hiring these firms to work on behalf of awarded municipalities, MassDOT seeks to simplify the design procurement process while also ensuring a quality final product. MassDOT is compensating these design firms directly. Therefore, no funds are provided to the municipality for Phase 1 grants. Learn more about this and other project implementation details on [the program website](#).

A member of the program team will reach out to you shortly with a design firm assignment. In cases where communities are already working with a designer or noted a preferred designer in the application, MassDOT will accommodate these requests whenever possible. Please reach out to the program team at [SmallBridgeProgram@dot.state.ma.us](mailto:SmallBridgeProgram@dot.state.ma.us) with any questions related to this award. MassDOT looks forward to working with you on this critical bridge project.

Sincerely,

Jonathan L. Gulliver  
Highway Administrator

cc: Patricia Leavenworth, District Highway Director  
Daniel J. Sund, District Bridge Engineer  
Kristen Pennucci, Community Grants Program Administrator



## Bryan Smith

---

**From:** Jennifer Bono <Jennifer.Bono@cabotrisk.com>  
**Sent:** Tuesday, November 7, 2023 3:33 PM  
**To:** Bryan Smith; Elizabeth Sicard  
**Cc:** Joanne Stoll-Pizzano  
**Subject:** [EXTERNAL]Town of Erving; -Papermill Road

**Importance:** High

**CAUTION:** This email originated from outside of the Town of Erving. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, please contact the Erving IT Department

Hi Bryan and Betsey,

We have received notice that carrier has conducted their inspection on 8 Papermill Road and have Mandatory Recommendations. Compliance is Required within 30 Days.

- 1. Visit the property 1x a week to ensure no unauthorized individuals are entering.**
- 2. Board up all broken windows to prevent entry.**
- 3. Stabilize the portion of the roof decking that is collapsing on the upper floor.**

Please comply by **11/28..** I will need you to sign a document just let me know once it has been completed.

Thank you,

---

**Jennifer Bono | Account Manager**  
**MIIA Member Services | 800-222-5963**  
(O) 781-939-6871 (F) 781-376-9907  
[jennifer.bono@cabotrisk.com](mailto:jennifer.bono@cabotrisk.com)

[www.miaa.org](http://www.miaa.org)



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