

TOWN OF ERVING

SELECT BOARD / WATER COMMISSIONERS

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

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

Bryan Smith
Town Administrator

Meeting Agenda

Monday, December 19, 2022

This meeting is open to the public.

Scheduled Business

| <i>Time</i> | <i>Agenda Item</i> |
|-------------|---|
| 6:30 PM | Call to Order |
| 6:30 PM | Mass in Motion Grant for Erving Age-Friendly Work Presentation |
| 7:00 PM | Joint Meeting with Finance Committee- Review of FY2024 Budget Requests- Public Safety, Public Works, General Government, Discussion of Dental & Vision Plan Options |

Old Business

| <i>Agenda Item</i> | <i>Section</i> |
|---|----------------|
| Discussion Regarding Back-up Snow Plowing Practices | 1 |
| Discussion Regarding Recycling Center Proposal | 2 |
| Review of Request for Qualifications for Town Hall Feasibility Study | 3 |
| Discussion Regarding Shared Health Inspection Services- Review of Draft Position Description & Draft Intermunicipal Agreement | 4 |
| Review of Family and Medical Leave Act Policy Draft- 3 rd Reading | 5 |
| Review of Proposed Personnel Bylaw Draft- 4 th Reading | 6 |
| Review of Proposed Personnel Policies & Procedures Manual Draft- 4 th Reading | 7 |
| Review of Proposed Cemetery Commission Bylaw | 8 |

New Business

| <i>Agenda Item</i> | <i>Section</i> |
|---|----------------|
| Sale of Surplus Real Property at 18 Pleasant Street & 17 Moore Street to Millers Falls Realty | 9 |
| Review of Mass in Motion Grant for Erving Age-Friendly Work Presentation | 10 |
| Discussion Regarding Dental & Vision Insurance Plan Options | 11 |
| Review of Draft Letter from School Committee Chair | 12 |
| Review of FY2024 Budget Requests- Police, Animal Control, Fire & Emergency Medical Services, Emergency Management, Tree Warden, Highway, Snow Removal, Fuel, Cemetery, Buildings & Grounds Maintenance, Solid Waste, Water Enterprise, Wastewater Enterprise, Town Clerk, Conservation Commission | 13 |
| Acceptance of FY2023 Firefighter Safety Equipment Grant | 14 |
| Review of Poplar Mountain Conservation Area Gift Fund Request | 15 |
| Meeting Minutes: December 05, 2022 | 16 |
| Review & Issuance of the 9 th & 10 th Water Commitment for FY2023 | 17 |
| Renewal & Issuance of 2023 Liquor Licenses: Retail Package, Inn Keeper, Pouring | 18 |
| Issuance of the 2023 Licenses: General Business, Common Victualer, Auto Class I, II & III, & Amusement Licenses | 19 |
| Review of Remote Work Policy- 1 st Reading | 20 |
| Review of Bid Documents for Wheelock Street Culvert Replacement Project | 21 |
| Review Open Meeting Law complaint from Todd Wallack submitted on November 30, 2022 concerning the Board's November 7, 2022 meeting. | 22 |

Other Business

Signing of the Treasury Warrant

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

Unanticipated Business

Anticipated Next Meeting Dates

January 09, 2023- 6:30PM
Senior & Community Center

January 23, 2023- 6:30PM
Senior & Community Center

Calendar Year 2023 License Renewals for Review & Consideration

| Business Name | Address | License Type | Effective Date | Expiration Date |
|----------------------------|-------------------------|---------------------------------------|-----------------------|------------------------|
| Franklin Grocery | 1 West High Street | Liquor License - Retail Package Store | 01-Jan-23 | 31-Dec-23 |
| French King Bowling Center | 55 French King Highway | Liquor License Restaurant/All Alcohol | 01-Jan-23 | 31-Dec-23 |
| Weatherheads | 63 French King Highway | Liquor License - Retail Package Store | 01-Jan-23 | 31-Dec-23 |
| Flis Market | 5 West Main Street | Liquor License - Retail Package Store | 01-Jan-23 | 31-Dec-23 |
| French King Motor Inn | 129 French King Highway | Liquor License - Innkeeper | 01-Jan-23 | 31-Dec-23 |

| Business Name | Address | License Type | Effective Date | Expiration Date |
|----------------------------|------------------------|-----------------------------|-----------------------|------------------------|
| French King Bowling Center | 55 French King Highway | Automatic Amusement Devices | 01-Jan-23 | 31-Dec-23 |

| Business Name | Address | License Type | Effective Date | Expiration Date |
|----------------------------|-------------------------|---------------------|-----------------------|------------------------|
| Dunkin Donuts | 63 French King Highway | Common Victualers | 01-Jan-23 | 31-Dec-23 |
| Flis Market | 5 West Main Street | Common Victualers | 01-Jan-23 | 31-Dec-23 |
| Freight House | 11 East Main Street | Common Victualers | 01-Jan-23 | 31-Dec-23 |
| French King Bowling Center | 55 French King Highway | Common Victualers | 01-Jan-23 | 31-Dec-23 |
| French King Motor Inn | 129 French King Highway | Common Victualers | 01-Jan-23 | 31-Dec-23 |
| French King Restaurant | 127 French King Highway | Common Victualers | 01-Jan-23 | 31-Dec-23 |

| Business Name | Address | License Type | Effective Date | Expiration Date |
|-----------------------|---------------------|---|-----------------------|------------------------|
| Greenfield Automotive | 38 French King Hwy | Auto Repair | 01-Jan-23 | 31-Dec-23 |
| Tim's RV, Inc. | 15 East Main Street | Class I / Agent of Vehicle Manufacturer | 01-Jan-23 | 31-Dec-23 |
| Rose Ledge Companies | 21 Poplar Mtn. Road | Class II / Auto Repair / Retail | 01-Jan-23 | 31-Dec-23 |
| Stoneville Auto | 64 East Main Street | Class II / Auto Repair / Retail | 01-Jan-23 | 31-Dec-23 |
| Tim's RV, Inc. | 15 East Main Street | Class II / Auto Repair / Retail | 01-Jan-23 | 31-Dec-23 |
| Erving Equipment | 38 French King Hwy | Class II / Used Vehicle Retail | 01-Jan-23 | 31-Dec-23 |
| Rose Ledge Companies | 21 Poplar Mtn. Road | Class III / Buy, Sell Vehicle Parts | 01-Jan-23 | 31-Dec-23 |
| Stoneville Auto | 64 East Main Street | Class III / Buy, Sell Vehicle Parts | 01-Jan-23 | 31-Dec-23 |

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

Town of Erving

Select Board Public Meeting Participation Guidance

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

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

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

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

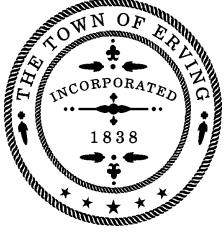
The Select Board appreciates your cooperation in honoring these guidelines.

From Massachusetts Attorney General Official Website

What public participation in meetings must be allowed?

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

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



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

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

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

Bryan Smith
Town Administrator

December 16, 2022

To: Select Board
From: Bryan Smith, Town Administrator
Glenn McCrory, Highway Superintendent

RE: Back-up Snow Plowing Follow-up

When the Select Board previously met with Glenn to discuss strategies for back-up coverage for snow removal, there was an acknowledgement that the Board and Glenn would reconvene to discuss further.

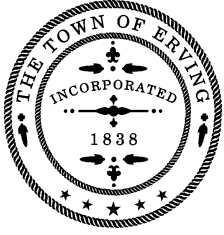
Proposed Procedure:

With each storm event the Highway Superintendent, or the Superintendent's designee, will determine the need for snow and ice removal/plowing activities, including the start time, routes for clearing, and end times.

- Priority is given to current full-time Highway employees for snow and ice removal/plowing opportunities.
- If current Highway employees are unable to work during a storm event, employees will inform the Highway Superintendent in a timely manner
- Upon notification that an employee is unavailable to work during a storm event, the Highway Superintendent, or the Superintendent's designee, will utilize the back-up snow plowing list protocol.
- Further, if the storm conditions and/or duration are significant enough to exceed the capacity of the current Highway employees, the Highway Superintendent, or the Superintendent's designee, will utilize the back-up snow plowing list protocol for additional support.

Back-up Snow Plowing List

- Annually, the Highway Superintendent will be authorized to appoint a minimum of two (2) employees, qualified and experience in snow and ice removal/plowing, prepared to work on an as needed basis from the period of November 1st through March 30th.
 - Current Town employees that work in other departments with the skill and experience to conduct snow and ice removal/plowing may be prioritized for appointment
- The Highway Superintendent, or the Superintendent's designee, shall assign work on a rotating basis, beginning with the first on the list to all eligible employees.



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Jacob A. Smith, Chair
Scott Bastarache
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Select Board

Bryan Smith
Town Administrator

December 16, 2022

To: Select Board
From: Bryan Smith, Town Administrator
Glenn McCrory, Highway Superintendent

RE: Proposed Recycling Center for the Convenience of Erving Residents

Based on the conversation previously had with the Select Board as well as the consultation that we have had with the health agent, the Franklin County Solid Waste Management District and with representatives from the Massachusetts Department of Environmental Protection (MassDEP), we are proposing the setup of a Recycling Center on Public Works Blvd for the convenience of Erving residents. As we have previously discussed, the Town already operates a curbside collection program for household waste and recycling, as well as the annual bulk item collection, so the need for a full transfer station may not be necessary. A recycling center, organized under a general permit with MassDEP and a registration with the U.S. Environmental Protection Agency, would allow the Town to accept materials that include the following:

- Scrap metal
- White goods/appliances (even those that require freon removal)
- Fluorescent Lamps
- Electronic waste
- Tires and frames
- “clean” and dry mattresses
- Leaves and brush
- Textiles

If the Select Board would like to proceed with this proposal, there will need to be an investment in improving the location so that it is code compliant for the public and staff. The operation requires proper policies to be adopted and set hours of operation.

Necessary Improvements:

We need to make improvements to the existing depressed area for the storage of roll-off containers. The existing depth needs to be adjusted so that containers sit higher, and the walls need to be reconstructed. We would propose that the Highway Department staff could do much of the site preparation work as well as work with a vendor for concrete retaining wall blocks to reconstruct the roll-off area. Railings would be added along the top of the wall to reduce fall risks. It is recommended that the roll-off area and the surrounding drive should be paved with asphalt. This work would have to be contracted out. The roll-off area would accommodate at least 2 containers.

We also suggest the need for 4 – Conex boxes, with a depth of 20’ each. The storage boxes would be used to safely store and keep dry the materials for recycling, such as electronic waste, tires, white goods/appliances, and “clean” and dry mattresses. We would suggest that a concrete pad is poured for these storage boxes to sit securely upon.

Clear signage would be installed to identify the correct materials that are stored in each space, including the area for brush. In the short term we would propose using the existing gate and having vehicles travel in a loop. The long-term recommendation would be to open the existing fence and add a gate to create a formal entrance and separate exit.

Because the Recycling Center requires staffing, an appropriate working space needs to be provided to shelter employees from weather, maintain paperwork and receipts, etc. Most towns have a small building for this, a space approximately 10’ x 10’ may be sufficient.

Hours of Operation & Staffing

We would propose scheduling 2 open days a week, each for 4 hours. The recommendation would be for a weekend day, such as a Saturday morning, and a weekday afternoon. I have begun reviewing the staffing structures used in neighboring towns. Often there are 2 attendants working these shifts. One to remain at the attendant hut and work with residents and another to help residents as necessary to direct them to the appropriate areas for materials.

Map





TOWN OF ERVING

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ 2022XXXX

DESIGNER SERVICES FOR

TOWN HALL RENOVATION/EXPANSION PROJECT
PHASE 1 & 2

Issued Date: xxxx, 2023

REQUEST FOR QUALIFICATIONS PACKAGE CONTENTS

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- 14. TRANSFERABILITY OF CONTRACT..... **Error! Bookmark not defined.**

Attachment A: LIST OF SUBMITTALS REQUIRED AND STANDARD FORMS 12

TIMELINE

Critical Dates: **CHANGE THESE AFTER NEW DATES SET**

- RFQ ISSUED August 9, 2023
- MANDATORY INFO MEETING August 16, 2023 at 10:00AM at Erving Town Hall
- DEADLINE FOR SUBMISSION OF QUESTIONS August 18, 2023 at 5:00PM
- ADDENDA RELEASED BY August 23, 2023
- DEADLINE FOR SUBMISSIONS September 6, 2023 at 5:00PM

Estimated Dates:

- EVALUATION COMMITTEE REVIEWS SUBMISSIONS September 13, 2023
- INTERVIEWS September 20, 2023
- SELECTION OF DESIGNER September 27, 2023
- CONTRACT ISSUED BY October 30, 2023
- WORK BEGINS November 13, 2023
- COMPLETION OF PHASE 1 March 30, 2024

ADVERTISING PER MGL CH7 §§ 44-58

Central Register
COMMBUYS
Town Of Erving Website
Town Hall
Newspaper



Town of Erving

12 East Main Street, Erving, Massachusetts 01344

REQUEST FOR QUALIFICATIONS (RFQ) RFQ 2023XXXX: DESIGNER SERVICES FOR TOWN HALL RENOVATION/EXPANSION PROJECT PHASE 1 & 2

Public Notice & Advertisement

The Select Board of the Town of Erving, acting through its Town Buildings Study Committee, in accordance with Chapter 7, Section 38 of the Massachusetts General Laws, seeks Designer Services for a Phase 1 feasibility study, Phase 2 schematic design, and Phase 3 designer services in support of construction of an expansion/renovation or replacement of the existing Town Hall building located at 12 East Main Street, Erving, MA 01344. The Town will negotiate a fee up to \$60,000 for design services in Phases 1 and 2 of this project. The contract for this service must be approved by the Select Board.

The RFQ must be downloaded from the FRCOG bid website at <https://frcog.org/bids> in order to receive any notifications or addenda that may be issued on behalf of the Town including the notification/login information for the Mandatory Information Meeting on **August 16, 2023**.

Responses Due: **September 6, 2023 no later than 5PM**. Furnish five (5) copies of the submittal clearly labeled "Erving Town Hall Feasibility Study: Designer Services." Send or deliver in a sealed envelope with a digital version on a flashdrive to: Town of Erving, Attn: Chief Procurement Officer, 12 East Main Street, Erving, MA 01344. Proposals received after that time will not be considered. The Town of Erving will pay no costs for preparation of the response.

A highly encouraged, but not mandatory, information meeting for all applicants will be held at **10:00AM, on August 16, 2023**. See Section 5 of the RFQ for details.

The Town of Erving ("Town") reserves the right to reject any and all proposals in part or in whole. It also reserves the right to make an award in any manner consistent with Massachusetts General Law and deemed to be in the best interest of the Town.

Bryan Smith
Chief Procurement Officer

1. BACKGROUND

The Select Board of the Town of Erving, acting through its Town Buildings Feasibility Committee (hereinafter “Committee”), in accordance with Chapter 7, Section 38 of the Massachusetts General Laws, seeks a qualified Designer for determining the feasibility of the expansion/renovation or replacement of the existing Town Hall building located at 12 East Main Street, Erving, MA 01344. The Town will negotiate a fee up to \$60,000 for design services in Phases 1 and 2 (Feasibility and Schematic Design Phases) of this project. The contract for this service must be approved by the Select Board.

2. PROJECT DESCRIPTION

The Town of Erving, MA (hereinafter “Town”) by its Feasibility Committee seeks the services of qualified architects licensed in the Commonwealth of Massachusetts to complete Feasibility and Design Services for the redesign of Erving’s current Town Hall location at 12 East Main Street in Erving, Massachusetts or the construction of a new Town Hall elsewhere in Erving. The Town of Erving has approximately 1,665 residents. The Town reserves the right to negotiate for additional services in Phase 3 of the work with the chosen Designer.

The Town of Erving plans to renovate and expand the existing 9,763 sq ft. Erving Town Hall OR find an appropriate site to renovate an existing building OR build a new building. Sites would include, but not be limited to the following locations: the existing site at 12 East Main Street, Parcel #4-8-8 behind the Senior & Community Center, the former International Paper Mill at 8 Papermill Road, the former Usher Plant site off of Arch Street, or on land owned or purchased by the Town of Erving. Design development of the Erving Town Hall project should be an analysis of all present and future uses of the Town Hall for the next twenty (20) years.

The Erving Town Hall building was built in 1924 as an elementary school. The building was renovated in 1974 to serve as the Town Hall. The Town Hall no longer meets current and projected requirements. Its systems, namely, HVAC, electrical, plumbing, fire protection, etc. require updates. The Town Hall is not fully accessible to serve the entire population of Erving and many functions of a modern Town Hall are not possible because of lack of space. The facility does not provide adequately for the needs of collaborative workspace, meeting space, dedicated network and information technology infrastructure. Existing entry ways and floor space is inadequate for normal flow for a town hall. The facility is neither energy-efficient nor comfortable at certain times of the year. In short, the building requires renovation and modernization to meet current and projected town needs. If the building cannot be made to meet those requirements, another site may be necessary.

Photographs of the original brick building with flat roof and available renovation plans from 1974 will be made available to the selected Designer.

3. QUALIFICATIONS SOUGHT

Designers shall present their qualifications to the Town through the current "Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction," which is available for download from the Massachusetts Designer Selection Board website, a proposal letter clearly outlining the scope of services to be provided, and other supplementary information,

including resumes of key team members, references, certification information, etc. as needed. The Designer will present all the information as included in the List of Submittals required.

The successful candidate shall be an individual or firm(s) responding to the RFQ who possesses, at a minimum, the qualifications stated below:

1. Designer intending to perform work must be a registered architect in Massachusetts. Designer must list the names of any consultants that are planned to be used, each of whom must carry registration and licensing in all applicable disciplines. It must be indicated how the design team intends to perform the work (i.e., as an independent company, partnership, joint venture, etc.). Qualification summary, resumes, relevant experience, and assignment to the project must be included for consultants and key staff working on the project. The project manager along with the principal for the project shall be named. Designer must be familiar with Massachusetts Public Construction laws and laws governing state and federal accessibility of public facilities. Designer must be available to attend local meetings.
2. Prospective designers shall demonstrate successful completion of the design of public Town Hall buildings and/or other municipal office buildings of similar complexity. A list of all public projects undertaken in Massachusetts within the past five (5) years and any other projects similar to the project described in this RFQ shall be submitted including a brief description of the projects, their forecast budget and actual cost. This section shall also identify the key personnel assigned to the project and their roles on recent projects.
3. References shall include the owner and general contractor for each of five (5) similar projects that the firm has completed in the past five (5) years. Include the contact names, addresses and phone numbers. Indicate the individuals who had responsibility for each project and whether or not these people are still with your firm.
4. The proposal shall include the design team's plan to carry out the work as described in the scope of services. It shall include an estimated time of completion for each step of the work required. Include in the Cover Letter a statement of capacity and capability to perform the work on schedule by referencing current workload.
5. Sustainability certifications and frameworks such as Leadership in Energy and Environmental Design (LEED), Living Building Challenge, and PassivHaus will be considered. As will health certifications such as WELL. Proposals should include framework credentials and experience with designing projects certified under the above referenced procedures.

4. SCOPE OF SERVICES

The specifics of the services being sought, and other documents relevant to this Request for Qualifications (RFQ), are set forth here in the Scope of Services.

PHASE 1: Building Program review, Site Analysis and Conceptual Design

During this phase, the existing site will be evaluated, as well as other public and private sites for a Town Hall. Phase 1 will be completed by **March 30, 2024**.

Deliverables from Phase 1 will include:

1. Review of existing Town Hall spaces and use demand.
2. Analyze at least two potential sites as determined after discussion with the Town.
3. Develop concept designs to illustrate general issues of layout, topography, volumes, pedestrian and vehicle access, site impact and other considerations. Identify any cost premiums that may be associated with each option.
4. Show site plan for each option.
5. Evaluate municipal zoning or regulations including local design guidelines that might impact the concepts.
6. Provide general civil engineering analysis to include soil, subsurface and site prep constraints.
7. Draw conceptual plans, elevations, building section(s) and perspectives.
8. Present schematic design approaches for Committee to arrive at a preferred design. These must meet the stated requirements with furniture and equipment and demonstrate the functionality of the design. Give specific examples of probable costs of the options. The Committee will select one (1) preferred scheme for further development in Phase Two (2).

PHASE 2: Schematic drawings and plans

Schematic plans and drawings with other related materials will be prepared to present to the Town of Erving, Phase 2. An appropriate schedule and Scope of Service/Deliverables for Phase 2 will be negotiated with the selected Designer.

Deliverables from Phase 2 will likely include these deliverables based on negotiations:

1. Floor plans with furniture and equipment layout. Building elevations, and typical building sections.
2. Site plan (1" = 40 ft. or determined in consultation with the Town of Erving) with parking, grading, building location and utilities. Indicate areas for potential future expansion.
3. Tabulations of square footage shown on architectural plans.
4. Comparisons of the amount of materials and archival storage estimated to square footage shown on architectural plans and elevations.
5. Tabulations for special purpose rooms and areas for public and staff use.
6. Technology usage, layout and equipment.
7. Preliminary Cost estimates.
8. Color renderings of the proposed project for display and presentation purposes.
9. Assistance in the preparation for and presentation to Town boards and Town Meetings until such time as the town secures funding for the project.

PHASE 3: Design Development Drawing through Construction Administration

At the sole discretion of the Erving Select Board, and upon receiving approval at Town Meeting and the associated project funding, the Town of Erving may proceed with Phase 3 Design. The Town of Erving will negotiate a fee for these services or other negotiated services, upon the proper appropriation and grant approvals. The Town of Erving reserves the right to re-advertise and re-procure these or similar services if the Town so chooses. Depending on the chosen design, the Town may hire an Owners Project Manager or Clerk of the Works who will accomplish some of these tasks.

Deliverables from Phase 3 may include:

1. Architectural, engineering, landscape architectural, cost estimating, interior designs suitable for bidding and all other design services required for the completion of the project.
2. Presentation of the design to Town Officials, Boards/Committees and at Public Hearings to secure necessary permits and approvals.
3. Convene a pre-construction meeting to coordinate with the Clerk of the Works or Owner's Project Manager (OPM) and Contractors.
4. Provide administration of the contract for construction.
5. Provide site visits at a minimum of once per week and keep the Committee informed of the progress and quality of the work.
6. Review and certify Contractor's Applications for Payment.
7. Review and approve or take other appropriate action upon Contractor's submittals.
8. Prepare Change Orders and Construction Directives for the Committee's approval.
9. Conduct reviews to determine, with Committee's approval, the dates of substantial Completion and Final Completion,
10. During construction, the Designer shall periodically review the contractor's work in accordance with the requirements of the construction contract and shall provide a written report of each such review. In addition, the Designer shall review and comment upon logs and construction project reports maintained by the Contractor and the Clerk of the Works or Owners Project Manager (OPM). Changes or substitutions shall require advance written approval of the Erving Select Board, Building Committee and the Owner's Project Manager.
11. Upon completion of construction, the Designer shall perform final inspections and advise the Committee of any necessary work to satisfy the contract terms. The Designer shall review as-built drawings prepared by the contractor and when satisfied with their accuracy and completeness shall endorse and submit such drawings to the Committee.

5. INFORMATIONAL MEETING

A highly encouraged, but not mandatory information meeting for all applicants will be held at 10am, on DATE 2023 using an online video/audio conferencing platform. The participation information is:

Registration URL:

Webinar ID:

Phone Participation:

Audio Access PIN:

The Building Committee shall factor the participation in the Meeting in their selection.

6. PREPARATION OF SUBMITTALS

6.1 Submittals to this RFQ shall be on the forms listed, provided and/or copies thereof and must be signed by an authorized representative. The person signing the cover letter shall initial any corrections to entries made on the forms.

6.2 The cover letter shall be signed by a person having the legal authority to execute such a document on behalf of the vendor. The individual signing the legal forms shall indicate his/her title or position in addition to the name and address of the vendor.

6.3 The Town reserves the right to reject any and all responses in total or in part and to waive minor informalities in any submitted document as the Town may deem in the best public interest.

6.4 Each submittal must include a completed "General Information Form", "Tax Compliance", "Certificate of Non-Collusion", and Debarment form, as attached.

6.5 Any submittal may be withdrawn or modified upon written request received prior to the time fixed for the submission of proposals.

6.6 All submittals must be valid for a period of 60 days from the submittal date.

6.7 Professional liability and workers compensation insurance will be required. A minimum of \$2 million of professional liability insurance per occurrence and \$4 million aggregate will be required. A Certificate of Insurance will be required of the awarded Designer.

7. RECEIPT AND OPENING OF THE PROPOSALS

7.1 Proposals are due on **xxxx** no later than 2pm. Furnish five (5) copies of the submittal clearly labeled "Erving Town Hall Feasibility Study: Designer Services." Send to: Town of Erving, Attn: Chief Procurement Officer, 12 East Main Street, Massachusetts 01344. Submittals received after the deadline will not be considered. Contact bids@erving-ma.gov for clarification or to make arrangements for courier delivery.

7.2 The Board reserves the right to reject any or all proposals received and to cancel this procurement at any time. The Town of Erving will pay no costs for preparation of the RFQ.

8. EXPLANATIONS AND ADDENDA

7.1 Written questions related to this solicitation may be requested of the Town in writing no later than **xxxx, 2023 at 4pm**. If explanations are necessary, a reply shall be made in the form of an addendum. A copy of any and all addenda will be forwarded to each registered RFQ holder. Any verbal statements by any person, previous to the award, shall be unauthorized and not binding. Any requested changes to the Contract for Designer Services must be presented during the written question period. Otherwise, the Designer will be expected to sign the Contract as presented in the RFQ.

7.2 Requests for clarification can be submitted by email to the Chief Procurement Officer at bids@erving-ma.gov. The Town takes no responsibility for emails that are not received and suggests that those making the request confirm the receipt of any such request.

9. CONDITIONS

8.1 Each responder shall thoroughly examine and be familiar with the requirements of the RFQ.

8.2 The failure or omission of any submitter to receive or examine the form, instrument, addendum, or other document, shall in no way relieve the responder of any obligations with respect to this solicitation or to the resulting contract. The Town shall make all such documents available to bidders upon request.

8.3 The CHOSEN DESIGNER shall make a determination as to existing conditions for each site evaluated and shall assume all risk and responsibility to complete the work in and under conditions they may encounter or create, without extra cost to the Town.

9. COMPETENCY OF DESIGNER

9.1 The opening of the proposals shall not be construed as an acceptance of the Designer's qualifications. The Town reserves the right to determine the competence and responsibility of a Designer from the submission, its knowledge of their qualifications, from other sources, or from prior experience.

10. DISQUALIFICATION

10.1 Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a submission and the rejection of a proposal:

- a) evidence of collusion;
- b) questions of lack of competency;
- c) default on a previous contract for failure to perform.

11. RULE FOR AWARD

The Town, through the Committee, intends to rank the firms who have submitted complete proposals, interview up to three finalists and negotiate a fee with the top ranked finalist. In the event a fee satisfactory to the Town cannot be negotiated, the Town will move to the second finalist and so on.

The Town reserves the right to reject any and all proposals in part or in whole. It also reserves the right to make an award in any manner consistent with Massachusetts General Law and deemed to be in the best interest of the Town.

12. AWARDING AUTHORITY & FUNDING OF CONTRACT

12.1 The contract for the services specified in this procurement document will be awarded by

the Erving Select Board. If at any time the registered voters in Erving fail to appropriate sufficient funds for performance of the Town's obligations under the contract, the obligations of the parties under the contract shall terminate for any period of time for which sufficient funds have not been appropriated.

DRAFT

GENERAL INFORMATION FORM

SUBMIT THIS FORM AS THE FIRST PAGE OF YOUR RESPONSE
AFTER THE COVER LETTER

Name of Organization: _____

Telephone Number: _____

Years in Business: _____

Organization is (check one):

- Corporation Partnership Association
 Joint Venture Sole Proprietorship Public Agency
 Quasi-Public Agency Other: (Explain) _____

Organization's Address: _____

Email Address of Contact Person: _____

Name, Title and Telephone Number of the Organization's Authorized Representative:

Acknowledgment of received Addenda No(s): _____

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the Town of Erving with the services described in the Request for Qualifications dated **xxxx, 2023** and subsequently amended by any Addenda.

The Proposer agrees to comply with all Local, Federal, and State requirements.

The Proposer hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

The Proposer certifies that the Designer has internal accounting controls as required by M.G.L. c. 30, § 39R(c), and that the designer has filed and will continue to file an audited financial statement as required by M.G.L. c. 30, § 39R(d).

Authorized Signature:  _____

Date: _____

Tax Compliance Statement

Any person or corporation that fails to date, sign with original signature, and submit the following statements shall not be awarded this contract.

Tax Compliance

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Authorized Official's Signature

Title of Person Signing

Typed or Printed Name of Person Signing

Company or Corporation

Telephone Number

Address

Fax Number

Address

Date _____

Email address

Non-Collusion Statement

Any person or corporation that fails to date, sign with original signature, and submit the following statement shall not be awarded this contract.

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Date _____

Authorized Official's Signature

Typed or Printed Name of Person Signing

Company or Corporation

DEBARMENT AND SUSPENSION STATEMENT

Any person or corporation that fails to date, sign with original signature, and submit the following statement shall not be awarded this contract.

DEBARMENT AND SUSPENSION CERTIFICATION

The Designer certifies to the best of its knowledge and belief, that it and its principals:

1. Is not presently debarred, suspended, purposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred (Chapter 550, Acts of 1991) from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

Date _____

Authorized Official=s Signature

Typed or Printed Name of Person Signing

Company or Corporation


SPACE NEEDS SUMMARY

| <u>Space #</u> | <u>Space Category</u> | <u>Room Name</u> | <u>Square Footage</u> | <u>Amenities/Features</u> |
|----------------|-----------------------|---------------------------------------|-----------------------|--|
| 1 | Public Space | | | |
| 1A | | Vestibule | 40 | One public bulletin board and one official business bulletin board. Drop box. |
| 1B | | Lobby | 250 | Mail. Brochure area Gallery walls with lighting and art hooks, chairs, public computer/ work station |
| 1C | | Waterclosets (2 x 150) | 300 | Composting toilets? Multiple private WCs rather than 2 multi stall? |
| 1D | | Multi-Use Space/Large Conference Room | 150 | |
| 1E | | Town Meeting/ BoS Meeting Space | 500 | Space for selectboard, press, public, moderator, sign in. Mixed use potential. History of Erving, local business information, |
| 1F (option) | | Visitor's Center | ? | consignment craft space operated by the senior work off program |
| 2 | Storage | | | |
| 2A | | Copy and Mail Room | 100 | central location |
| 2B | | Furniture Storage | 40 | Extra chairs, folding tables, lectern |
| 2C | | Office Supply Storage | 30 | |
| 2D | | IT Storage and Server Room | 100 | |
| 2E | | Archival Space | 300 | Locked vault |
| 3 | Kitchen/Break Room | | | |
| 3A | | Kitchen | 120 | Microwave, dish sink with hot and cold water, refrigerator/freezer, coffee maker, table with chairs, shelves, bulletin board |
| 3B | | Break Room/Medium Conference Room | 100 | |
| 4 | Mechanical | | | |

| | | | | |
|----|--------------------|---|-------------|---|
| | | Utility Room | 200 | Space needs depends on the heating and cooling systems. |
| | | Custodial Closet | 50 | Utility sink. Storage for extra paint, a ladder, basic tools, cleaning supplies, vaccuum, brooms, trash |
| 5 | Treasurer | Treasurer's Office | 100 | |
| | | Assist Treasurer's Office | 100 | |
| 6 | Assessor | Assessor's Office | 100 | Suite with Town Planner? |
| 7 | Tax Collector | Tax Collector and Assistant Tax Collector | 140 | Lockable window to the public |
| 8 | Board of Selectmen | Town Administrator | 125 | |
| | | Town Planner | 100 | Suite or shared space with assessor? |
| | | Board of Health, BoS Admin Assist | 100 | Public counter space with lockable window. Should this office be shared with the Town Clerk? |
| | | File storage | 50 | Map and file storage |
| | | Small meeting space | 50 | 4-6 people |
| 9 | Town Clerk | Town Clerk's Office | 120 | Shared with BoH/ BoS Admin Assistant? |
| 10 | Accountant | Accountant's Office | 100 | |
| | | Total Square Footage | 3365 | need to have 2-3 rooms for small meetings able to have executive. Door to close and acoustic privacy |

Please note that this list is provided as a courtesy; however, the proposer shall carefully read the RFQ instructions to make sure that all required submittals are attached and should not rely on this checklist.

CHECK LIST FOR REQUIRED SUBMITTALS

- General Information Form
- Cover letter signed by authorized firm representative which should include understanding of the scope of work, confirmation of timing for project completion, and an argument for why the Designer is more qualified and stands out from other Designers.
- DSB Form including references with phone numbers
- Tax Compliance and Non-Collusion Statements
- Debarment Form
- Resumes
- Other Firm Information including Certifications Held
- Authorized signature wherever there is a 

**SAMPLE CONTRACT FOR
DESIGNER SERVICES**

The Selected Designer is expected to sign a contract substantially in accord with this document subject to any changes made in Addenda to the RFQ. Questions should be made during the written question period; otherwise the Designer will be expected to sign as presented.

PROJECT TITLE

XXXXX

LOCATION

Town of Erving, Massachusetts

This agreement is made under seal the _____ day of XXXX in the year 20XX, between The Town of Erving (hereinafter the "Owner" or "TOWN") and XXXX., doing business at XXXX ph XXXX (hereinafter the "Designer").

The Owner's Designated Representative under this Contract is:

Name: XXXX

Position/Title: XXXX

Address: XXXX

Telephone XXX Fax XXX

Email: XXX

The Designer's Designated Representative under this Contract is:

Name: XXXX

Position/Title: XXXX

Email:

XXXX

ARTICLE 1: DEFINITION OF TERMS

- 1.1 CONTRACT DOCUMENTS - this document, any attachments thereto and the Documents listed in Section 37 herein.
- 1.2 GENERAL LAWS - the General Laws of the Commonwealth as amended including any rules, regulations and administrative procedures implementing said laws.
- 1.3 PROJECT - the Project, which is entitled and described within.
- 1.4 OWNER'S DESIGNATED REPRESENTATIVE - the individual who is authorized to act on the Owner's behalf with respect to the Project.
- 1.5 DESIGNER'S DESIGNATED REPRESENTATIVE - the individual who is authorized to act on the Designer's behalf with respect to the Project.
- 1.6 PRINCIPALS - the Designer's registered Architects or Engineers.
- 1.7 APPROVAL OF THE OWNER - a written communication from the Owner's Designated Representative to the Designer expressing the Owner's approval of services or documents prepared by the Designer, which communication in no way relieves the Designer from responsibilities under this Contract. The Owner's approval of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Designer of responsibility for the technical adequacy of his/her work.
- 1.8 NOTICE TO PROCEED - a written communication from the Owner's Designated Representative, which constitutes an essential condition of this Contract, authorizing the Designer to perform the services for the project phase to which such notice shall relate.
- 1.9 SUBMITTAL DATES - those dates referred to in the Notice to Proceed or any subsequent amendment thereto.
- 1.10 CONSTRUCTION CONTRACT – the Contract for Construction of the Project including all documents incorporated by reference in addition to all plans, specifications and drawings, modifications, change orders and the terms and conditions of the Invitation For Bid (IFB).
- 1.11 TOTAL CONSTRUCTION COST – the sum of (1) the actual construction contract award price and (2) each authorized change order, which revises the construction contract award price.
- 1.12 RECORD DRAWINGS – record drawings shall consist of all the contract drawings, which are incorporated herein by reference.

ARTICLE 2: PROJECT BUDGET AND TIME PARAMETERS

- 2.1 The Owner's total budget for the Designer's compensation is set at a fixed fee of \$XXX (XXX dollars) inclusive of direct costs/reimbursable expenses. The Owner's schedule for the Project calls for the following milestones to be met by the specified dates:

| <u>Milestone</u> | <u>Date</u> |
|--|-------------------|
| PHASE 1 COMPLETION | xxx, 2021 |
| PHASE 2 COMPLETION ACCEPTANCE OF SITE | # WEEKS FROM TOWN |

- 2.2 This Contract will commence on the date of the Notice to Proceed and terminate on XXXX, 202xx unless extended in writing by agreement of the parties or terminated pursuant to Article 18 herein.

ARTICLE 3: SCOPE OF WORK

The Designer shall perform any and all professional services in accordance with Attachment A, Scope of Work to fully complete the project, unless modified by an executed Change Order, and any other attachments hereto detailing work to be performed by the Designer, which are incorporated herein by reference.

ARTICLE 4: KEY PERSONNEL

The Designer represents that the key individual(s) named below in this section will be assigned to the performance of the Designer's obligations under this Contract. The key individuals shall be available for the duration of the Contract. These individuals include staff from other forms in partnership with the designer.

| <u>Name and Title</u> | <u>Discipline</u> | <u>Project Role</u> |
|-----------------------|-------------------|---------------------|
| xxxx | | |

- 4.1 The services of each named individual shall be required unless the individual becomes unavailable for one of the following reasons: death, disability, or termination of the underlying employment relationship.
- 4.2 If a key individual named in this section becomes unavailable for any of the above reasons the Designer shall give the Owner's Designated Representative the résumé of a proposed replacement and offer the Owner the opportunity to interview the proposed replacement. If the Owner is not reasonably satisfied that the proposed replacement has comparable ability and experience she/he shall notify the Designer in writing. The Designer shall then propose another replacement and the above process shall be repeated until a proposed replacement shall be approved by the Owner.

- 4.3 The Owner shall have the right to require the Designer to remove any key individual from his or her assignment to this Contract for cause. The key individual shall receive reasonable notice of any such action.

ARTICLE 5: RESPONSIBILITIES OF THE OWNER

- 5.1 The Owner shall, without unreasonable delay, render all approvals required by this Contract in writing to the Designer, or shall notify the Designer in writing why such approvals are being withheld. The Owner shall not unreasonably withhold any approval, acceptance, or consent required under this Contract.
- 5.2 For satisfactory performance of all services required in this Contract, the Owner shall compensate the Designer in accordance with the provisions of Articles 13 through 17.
- 5.3 The Owner shall furnish to the Designer, if available and in the owner's possession: available surveys of the Project's building site, or sites, showing the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and contours of the site, or sites; reports from any borings, test pits, chemical, mechanical or other tests; any photographs and information as to water, sewer, electricity, steam, gas, telephone and other services; and data and drawings regarding existing buildings. All such data and any other data provided to the Designer by the Owner shall remain the property of the Owner. The Designer may use all data provided by the Owner only for the purposes of this Contract, unless the Owner gives the Designer specific written permission for some other use.
- 5.4 The Owner does not guarantee, nor does it make any express or implied warranties concerning the accuracy of information furnished and the Designer must satisfy him/herself as to the correctness of data, except in instances where the Owner makes specific written exceptions. The Designer shall, within the basic fee, analyze and evaluate the information furnished by the Owner.
- 5.5 If data of the type identified in section 5.3 is not available or is in the opinion of the Designer insufficient, the Designer, upon request, may be given authorization to obtain the services of a consultant to perform the work, in which case the Designer shall be reimbursed in accordance with Article 15 or to perform the work with his or her own employees, and if authorization is granted, the Designer shall be compensated in accordance with Article 17. In no case shall the Designer commence such work without prior written authorization of the Owner's Designated Representative.

ARTICLE 6: PROFESSIONAL RESPONSIBILITY AND SERVICES TO BE PERFORMED UNDER THE BASIC FEE

- 6.1 The Designer shall perform professional services in accordance with the Scope of Work set forth in Attachment A, which is incorporated herein by reference. The Designer shall have no responsibility for any asbestos or hazardous material-related design or contract administration services. The Designer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates, and other work furnished by him/her or his/her consultants and subcontractors. Because time is of the essence, the Designer shall, at his/her own expense, staff his/her office with

sufficient personnel to complete the services required under this Contract in a continuous and expeditious manner and shall meet the approved schedule and submittal dates established during this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

- 6.2 The Designer shall furnish appropriate competent professional services for each of the phases to the point where detail checking or reviewing by the Owner will not be necessary. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Any changes, corrections, additions, or deletions made by the Owner shall be incorporated into the design of the Project unless detailed objections thereto are received from the Designer and provided to the Owner's Designated Representative. The Designer, with the written approval of the Owner's Designated Representative, which shall not be unreasonably withheld, shall determine materials, equipment, component systems and types of construction to be included in the design of the Project. The Designer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Designer under this Contract according to the professional standard of care. The Designer shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in his/her designs, drawings, specifications, reports, and other services.
- 6.3 The Designer shall thoroughly acquaint his/her employees and consultants with the provisions of Massachusetts General Laws Chapter 149, 30 §39M and 30B §5 (procurement laws).
- 6.4 The Owner's review, approval or acceptance of, or payment for, any of the services furnished shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.
- 6.5 The Designer shall perform the tasks outlined in Attachment A, Scope of Work, which is incorporated herein by reference. In general, the Project shall be completed in two phases:
 - 6.5.1 Phase 1 – Feasibility Study
 - 6.5.2 Phase 2 – Schematic Design and Cost Estimates
 - 6.5.3 Phase 3 – Final Design, Construction Cost Estimates, Construction Observation and Designer Services during Construction, Project Permitting and Approvals, and/or Bid Services including Recommending a General Contractor from the bid process. Detailed scope and fee to be negotiated at a later date. The Owner has no obligation to move to Phase 3 services with the Designer.

ARTICLE 7: CONSULTANTS AND SUBCONTRACTING

- 7.1 The Designer shall not employ consultants except Key Personnel designated in Article 4 or assign or transfer any part of his/her services or obligation under this Contract without the prior approval of and written consent of the Owner. The Owner may rescind its consent if a

consultant or subcontractor is incompetent, irresponsible, or otherwise unsatisfactory, and the Designer shall remove such consultant or subcontractor from the work. The Owner's written consent shall not in any way relieve the Designer from his responsibility for the professional and technical accuracy and the coordination of all dates, designs, drawings, specifications, estimates and other work or materials furnished.

7.2 Except as otherwise provided in this Contract, whenever the services of the following consultants are required, the Designer shall employ them within the basic fee for this Project: Structural Engineers, Electrical Engineers, Mechanical Engineers, Civil Engineers, Plumbing Engineers, Sanitary Engineers, Architects, Landscape Architects, Cost Estimators, Code Specialists, Specification Writers, Interior Designers for the Project or under Article 4 of this Contract or any other consultant required to provide the services herein. Consultants must be registered in their respective disciplines if the applicable General Laws requires registration.

7.3 When the Designer receives payment from the Owner, the Designer shall within fourteen (14) calendar days make payment to each consultant whose work was included in the work for which such payment was received from the Owner. The Owner shall have the contractual right to investigate any breach of a consultant's contract and to take corrective measures necessary for the best interest of the Owner.

7.4 The Designer may not employ in any element of design, specification, estimating or other work under this Contract any person or firm that expects to be a bidder or supplier for the construction of the Project or any part thereof.

ARTICLE 8: SUCCESSORS AND ASSIGNS

This Contract shall inure to the benefit of, and be binding upon, the successors and assigns of each of the parties hereto.

ARTICLE 9: TIME RECORDS

The Designer shall cause to be maintained complete, accurate and detailed records of all time devoted to the Project by the Designer and each consultant or subcontractor employed by the Designer. The Owner may at all reasonable times audit such records. The Designer shall maintain accurate and detailed accounts for a six-year period after the final payment in accordance with Massachusetts General Laws Chapter 30 §39R.

ARTICLE 10: ACCESS TO RECORDS

The Designer will make all books, accounts, data, records, reports, files and other papers, things or property, required to be kept or kept in the course of the work to be performed under this Contract, available at all reasonable times for inspection, review and audit by the Owner, Owner's Designated Representative, the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the U.S. General Accounting Office. The Designer further agrees to keep track of work-hours for this Project on a form acceptable to the Owner, and shall provide same to the Owner within seven (7) days of request or at the completion of this Project.

ARTICLE 11: COMPLIANCE WITH LAWS

The Designer shall exercise due care in accordance with generally accepted standards of

professional practice, to perform the work required under this Contract in conformity with all applicable laws of the Commonwealth of Massachusetts, its political subdivisions and the Federal Government. Unless otherwise provided by law, the Designer shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Designer's failure to comply with the provisions of this Article and shall indemnify the Owner against any liability incurred as a result of a violation of this section.

Prospective bidders are advised that wages paid in connection with this work are subject to Massachusetts General Laws Chapter 149 §27F.

ARTICLE 12: RECORD DRAWINGS, REPORTS, CALCULATIONS

- 12.1 The Owner shall have unlimited rights, for the benefit of the Owner, in all drawings, designs, specifications, notes, and other work developed in the performance of this Contract, including the right to use same on other projects without additional cost to the Owner; and with respect thereto, the Designer agrees and hereby grants to the Owner an irrevocable royalty-free license to all such data, which he/she may cover by copyright and to all designs as to which he/she may assert any rights or establish any claim under any patent or copyright laws.
- 12.2 If prepared in AutoCad, the Designer shall provide said drawings in that format. The Designer shall not be responsible for changes made in the documents without the Designer's authorization, nor for the Owner's use of the documents on projects other than the Project, unless this is a contract for design services for a master plan or prototype.

ARTICLE 13: DESIGNER'S BASIC FEE

- 13.1 For the performance of all services required in this Contract and excluding those services specified under Article 14, 15, and 16, the Designer shall be compensated by the Owner in accordance with the lump sum fee as designated in the Notice to Proceed and determined in accordance with: (a) a negotiated lump sum fee, or (b) a lump sum fee established by the Owner prior to the designer selection process.
- 13.2 If there is a substantial change in the Scope of Work provided in this Contract, the Designer, and the Owners Designated Representative may agree to an adjustment in the Designer's Basic Fee. Delay of one (1) year or more by the Owner and a significant change in the total construction cost of the Project will be considered a substantial change in Scope of Work.
- 13.3 Payment of the design fee shall be made in accordance with Article 17.

ARTICLE 14: EXTRA COMPENSATION

- 14.1 With the prior written approval of the Owner's Designated Representative, the Designer shall perform all or any of the following services in addition to the Scope of Work performed pursuant to other provisions of this Contract:

- 14.1.1 revising previously approved drawings, specifications or other documents to accomplish changes authorized by the Owner, except for changes occasioned by the Designer's errors or omissions;
- 14.1.2 preparing documents for alternate bids requested by Owner except alternates prepared by the Designer to adjust the total construction cost;
- 14.1.3 providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in Article 6 as may be required in connection with the replacement of such work;
- 14.1.4 providing professional services made necessary by the default of the contractor in the performance of the construction contract;
- 14.1.5 providing services after final payment to the contractor except for services occasioned by the Designer's errors or omissions;
- 14.1.6 preparing special documents for or appearing as a witness in change order appeal hearings under Massachusetts General Laws Chapter 30 §39Q or in judicial litigation arising out of the construction contract, except for such services occasioned by the Designer's errors or omissions;
- 14.1.7 preparing change orders and supporting data, except as set forth in Article 16;
- 14.1.8 revising construction documents submitted in their final and complete form for which bids were not received within six (6) months after submission;
- 14.1.9 making studies and preparing applications and reports to assist the Owner in obtaining Federal or State aid, if not contained in Attachment A, Scope of Work, and;
- 14.1.10 performing any other professional services not otherwise required under this Contract.

14.2 For the services provided pursuant to paragraph 1 of this Article, the Designer shall be compensated by the Owner at the Designer's standard hourly rate of **\$xxx / hr.**

ARTICLE 15: REIMBURSABLE COSTS

- 15.1 The Contract is considered Fixed Fee. Therefore, the Owner shall not reimburse the Designer for travel expenses under this Contract, provided, however, that in special circumstances and with prior written approval from the Owner's Designated Representative, the Designer may be reimbursed for mileage at current IRS rate consistent with applicable statutes, rules, and regulations.
- 15.2 The Owner shall not reimburse the Designer for any telephone or other out-of-pocket expenses unless specifically authorized consistent with applicable statutes, rules, and regulations.

- 15.3 The tax exemption number assigned to the Owner as an exempt purchaser to the extent that material and supplies are used or incorporated in the performance of this Contract is 04-6001424

ARTICLE 16: DESIGN FEES AND RESPONSIBILITY FOR MODIFICATIONS AND CHANGE ORDERS

- 16.1 The Designer shall be compensated in accordance with the negotiated fixed fee or in Attachment A for the preparation of modifications, change orders and supporting data. Neither the Designer nor his/her consultants shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of the bid documents, or that were occasioned by the Designer's errors or omissions, as reasonably determined by the Owner. The Designer shall not be compensated for any services involved in preparing changes required to make unit price adjustments due to existing conditions, nor for services involved in change orders for time extensions only. Changes for which the Designer received no compensation under this Article shall be called "no fee modifications" or "no fee change order." The fact that the Designer receives no fee shall not limit the Owner's legal remedies regarding such changes.
- 16.2 Payments to the Designer for modifications or change orders shall be made upon completion of the contractor's work under such modifications or change orders.

ARTICLE 17: METHOD OF PAYMENT TO THE DESIGNER

This project is funded by a Town Appropriation.

The compensation provided by this Contract is subject to the continued availability of funds for the Project, and to the continued eligibility of the Town to receive such funds. In absence of such funds, this Contract shall be terminated as provided for in Article 18, with Designer allowed payment for work up to the date of termination notice.

For all services to be performed under this Agreement, the Designer shall be compensated in accordance with invoices submitted by the Designer to the Town. The final invoice shall be submitted no later than 5 days after the end of the project period. Invoices should document dates of services and a description of services rendered. Any supplies and/or materials purchased as a direct cost to this project outside this agreement will become the property of Town and must have prior approval.

The Town's fiscal year ends June 30. Invoices for work at the end of the fiscal year must be received by Town within 5 calendar days (July 5), even if a contract remains "open". Due to certain funding constraints, if an invoice is not received by this deadline, payment could be jeopardized.

| |
|---|
| <p>The total amount of payments for this project will not exceed \$xxxx (xxxx dollars) unless modifications are made per Articles 14 and 16. Invoices shall be submitted quarterly with a brief progress report.</p> |
|---|

ARTICLE 18: TERMINATION, NO AWARD

18.1 By written notice to the Designer, the Owner may terminate this Contract in whole or in part at any time either for the Owner's convenience or because of the failure of the Designer to fulfill his/her contract obligations. If any such termination shall occur without the fault of the Designer, all compensation and reimbursement due to the Designer up to the date of termination, in accordance with all contract terms, including proportionate payment for partially completed work, shall be paid to the Designer by the Owner. Such payment shall not exceed the fair value of the work, as the Owner shall determine. No amount shall be allowed for anticipated profit on unperformed services.

18.2 If the contract is terminated due to the failure of the Designer to fulfill his contract obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Designer shall be liable to the Owner for any additional costs occasioned to the Owner thereby. These rights and remedies of the Owner are in addition to any rights and remedies provided by law or under this Contract.

18.3 By written notice to the Owner, the Designer may terminate this Contract:

18.3.1 if the Designer, after sixty (60) days following written notice to the Owner from the Designer of any default by the Owner under this Contract, shall have failed to remove such default, or

18.3.2 if, after the Designer shall have performed all services required of the Designer in Phase 1, at least two (2) years shall have elapsed without receipt by the Designer of Notice to Proceed with the next phase of the Project.

Upon any such termination by the Designer, all compensation and reimbursement payable to the Designer in accordance with this Contract up to and including the date of termination shall be paid to the Designer by the Owner. No amount shall be allowed for anticipated profit on unperformed services.

18.4 Upon any termination of this Contract the Designer shall deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and such other information and material, whether completed or in process, as may have been accumulated by the Designer in performing this Contract.

ARTICLE 19: RELEASE AND DISCHARGE

The acceptance by the Designer of the last payment for services paid shall operate as and be a release to the Owner and every employee, and agent thereof, from all claims and liability to the Designer for everything done or furnished for or relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work; except that such acceptance shall not release the Owner from any liability it would otherwise have for injuries to third parties resulting from the negligent acts or omissions of the Owner or its employees.

ARTICLE 20: NOTICES, APPROVALS, INVOICES

20.1 Any notice required under this Contract to be given by the Owner to the Designer, or by the Designer to the Owner shall be deemed to have been so given, whether or not received, if

mailed by prepaid postage by, respectively, the Owner to the Designer at the address specified for the Designer on Page 1 above, or the Designer to the Owner at the address specified for the Owner on page 1 above. If both parties expressly agree, Email may be acceptable for notices.

- 20.2 All invoices may be submitted after the completion of the milestone and will be promptly processed by the Owner if they are in conformity with the contract terms and properly documented; if not they will be returned to the Designer. No invoice, however, shall be required to be so submitted or processed when the net amount due is less than two hundred dollars (\$200).
- 20.3 Invoices submitted for services which have not been previously authorized in writing shall be returned to the Designer.
- 20.4 Request for previously authorized expenses of any nature must be accompanied by a billing/receipt from the source of the expense.

ARTICLE 21: INSURANCE / INDEMNITY

- 21.1 The Designer shall at his own expense obtain and maintain **Professional Errors and Omissions (E & O) Liability** insurance coverage for Architects and/or Engineers for negligent errors, omissions and acts of the Designer or of any person or business entity for whose performance the Designer is legally liable caused by the performance of this Contract, in the amount of three million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate, for the applicable period of limitations.
- 21.2 All required insurance in addition to the E & O policy shall be certified by a duly authorized representative of the insurer(s), including the Town of Erving, Massachusetts as additional insured (except for Professional Liability and Workers Compensation/Employer's Liability), in the following limits:
 - 21.2.1 Broad Form Commercial Liability: \$1,000,000 per occurrence; \$2,000,000 per aggregate;
 - 21.2.2 Automobile Liability coverage, including coverage for owned, hired, or borrowed autos: \$1,000,000 C.S.L.;
 - 21.2.3 Umbrella or Excess Liability coverage, following form of underlying General and Automobile Liability coverage: \$3,000,000 C.S.L.per occurrence and in the aggregate;
 - 21.2.4 Workers' Compensation coverage (per M.G.L. c.152): at statutory limits, and;
 - 21.2.5 Employer's Liability coverage: Coverage A - at statutory limits and Coverage B – at limits of \$100,000/\$500,000/\$100,000.
- 21.3 All coverage shall be in force from the time of this Contract to the date when all construction work designed under this Contract is completed and accepted by the

Owner. Since this insurance is normally written on a year-to-year basis, the Designer shall immediately notify the Owner should coverage become unavailable.

- 21.4 The Designer shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Massachusetts General Laws Chapter 152, as amended, to all employed under this Contract and shall continue such insurance in full force and effect during the term of this Contract.
- 21.5 The Designer shall carry insurance in sufficient amount to assure the restoration of any plans, drawings, computations, cost estimates, field notes, reports, or other similar data relating to the work covered by this Contract in the event of loss or destruction until the final fee payment is made or all data is turned over to the Owner.
- 21.6 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with this Contract. The Designer shall provide to the Town at least thirty (30) days prior written notice of cancellation, which date should be expressed in said notice.
- 21.7 Indemnification
- 21.7.1 To the fullest extent permitted by law, the Designer shall defend (as respects only claims for bodily injury, personal injury and/or property damage to the extent covered by commercial general liability insurance), indemnify, and save harmless the Town and its respective duly elected or appointed officials, and employees (referred to collectively as the "Owner") from and against demands, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as "demands") to the extent caused by any work performed pursuant to this Contract including, negligent acts, errors, or omissions of the Designer, any subcontractor of the Designer, or any person directly or indirectly employed by any of them, or by a negligent defect of a design supplied by the Designer or subcontractor.
- 21.7.2 Designer assumes responsibility for relations with subcontractors employed directly or indirectly by the Designer and the Designer shall defend (as respects only claims for bodily injury, personal injury and/or property damage to the extent covered by commercial general liability insurance), indemnify, and save harmless the Town from all demands made against the Owner by such subcontractor, such subcontractor's agent or employee, or any person, as the result of such subcontractor's work performed pursuant to this Contract including, negligent acts, errors, or omissions to the extent caused by the negligent performance of this Contract or any subsequent Agreement.
- 21.7.3 The Designer shall defend, indemnify, and hold harmless the Owner from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Designer for work performed in connection with the work hereunder or required by Federal or State law including, Fair Labor Standards Act and Massachusetts Prevailing Wage Law.
- 21.7.4 The limitations above shall not negate, abridge, or reduce in any way any additional indemnification rights of the Owner, that otherwise may exist under

Statute or in law or equity.

- 21.8 The Designer's insurance policy coverage shall be priority in coverage for all claim(s) except for Professional Liability.
- 21.9 Upon request of the Designer, the Owner reserves the authority to modify any conditions of this Article

ARTICLE 22: LEGAL REQUIREMENTS

22.1 Non-resident Processing - Signatures

Every Designer who is a nonresident of the Commonwealth of Massachusetts, or a nonresident co-partner of a Designer, hereby appoints the Secretary of the Commonwealth of Massachusetts and his successor in office to be his true and lawful attorney in and for Massachusetts, upon whom all lawful processes in any action or proceeding arising out of this Contract may be served. When legal process against any such person is served upon the Secretary of the Commonwealth, a copy of such process shall forthwith be sent by registered mail with a return receipt requested by the Owner or its lawful attorney to said Designer or nonresident co-partner at the address set forth in this Contract. Said Designer or said nonresident co-partner hereby stipulates and agrees that any lawful process against it, which is served on said attorney, shall be of the same legal force and validity as if served on said Designer or said co-partner. Such authority shall continue in force so long as any liability remains outstanding against said Designer or said co-partner.

22.2. Truth-In-Negotiations Certificate

If the Designer's fee is negotiated, the Designer will file a truth-in-negotiations certificate prior to being awarded this Contract, which must be incorporated into the Contract (A copy is attached.). The certificate must contain:

- 22.2.1 a statement that the wage rates and other costs used to support the Designer's compensation are accurate, complete, and current at this time of contracting, and;
- 22.2.2 an agreement that the original contract price and any additions to this Contract may be adjusted within one (1) year of completion of this Contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete, or non-current wage rates or other costs.

22.3 Nondiscrimination

The Designer shall not discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any protected class under the law.

ARTICLE 23: CHOICE OF LAW

This Contract shall be construed under and governed by the laws of the Commonwealth of

Massachusetts and any lawsuit brought pursuant to this Contract shall be commenced only therein. The Designer, and the agents thereof, agree to bring any Federal Court legal proceedings arising under this Contract, in which the Owner is a party, in a court of competent jurisdiction in Hampden County, Massachusetts. The Designer, and the agents thereof, agree to bring any State Court legal proceedings arising under this Contract, in which the Owner is a party, in a court of competent jurisdiction in Franklin County, Massachusetts. This paragraph shall not be construed or limit any rights a party may have to intervene in any action, in any court of wherever, pending, in which the other is a party.

ARTICLE 24: WAIVERS

The provisions of this Contract can be waived only by written agreement, except where otherwise stated herein. Forbearance or indulgence by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

ARTICLE 25: CONFLICT OF INTEREST

- 25.1 Each party shall adhere to the provisions of Massachusetts General Laws, Chapter 268A, with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designees, or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his/her tenure or for one (1) year thereafter (or such longer period as may be provided in Chapter 268A of the Massachusetts General Laws), shall have any interest in any Contract or subcontractor, or the proceeds thereof, for work to be performed in connection with the Project assisted under this Contract. Each party shall incorporate, or cause to be incorporated, in all such Contracts or subcontractors a provision prohibiting such interest, pursuant to the purposes of this Article.
- 25.2 Further, each party shall adhere to the provisions of the Hatch Act (5 U.S.C. 1501, et seq), which limits political activities by employees whose principal employment is in connection with an activity, which is financed in whole or in part with Federal funds.

ARTICLE 26: AMENDMENTS

No amendment to this Contract shall be effective unless it is executed by the Designated Representatives of both parties.

ARTICLE 27: SEVERABILITY

In the event that any provision of this Contract shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Contract or modified so as to render it reasonable, and the remaining provisions of this Contract or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Contract. Further should this Contract omit any statutory or regulatory requirements which would otherwise render this Contract illegal, then this Contract shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

ARTICLE 28: AVAILABILITY OF FUNDS

The compensation provided by this Contract is subject to the continued availability of funds, appropriation of the funds, and the continued availability of any other funds anticipated or earmarked for the work hereunder.

ARTICLE 29: RIGHTS AND REMEDIES

The Owner's rights and remedies provided in this Contract are in addition to any other rights and remedies provided by law.

ARTICLE 30: MARGINAL HEADINGS, PRONOUNS

The marginal headings used in this Contract are for convenience only and shall not be deemed to be a binding portion of this Contract. The pronouns he, she, or it, are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

ARTICLE 31: TERMINATION

- 31.1 If the Designer becomes bankrupt or insolvent during the term of this Contract or is unable to meet obligations as they become due, or breaches the terms of this Contract in any way, the Owner may forthwith terminate this Contract upon written notice thereof to the Designer. Such termination shall not prejudice the Owner's right to any amounts of work product then due under this Contract.
- 31.2 If the Owner shall become bankrupt or insolvent during the term of this Contract, or is unable to meet obligations as they become due, this Contract shall be deemed breached by the Owner, and the Designer shall have the right to terminate this Contract by serving written notice of termination. This shall be the exclusive right of the Designer.
- 31.3 Either party may terminate this Contract, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Contract through no fault of the terminating party. However, no such termination may be effected unless the other party is given:
 - 31.3.1 not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and;
 - 31.3.2 an opportunity for consultation with the terminating party before termination.
- 31.4 If the Owner terminates for default, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Designer at the time of termination may be adjusted to the extent of any additional costs the Owner incurs because of the Designer's default.

- 31.5 The Owner may terminate this Contract, in whole or in part, in writing for inconvenience, (such as for legal or financial reasons or major changes in the work or program requirements) and the Designer is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.
- 31.6 If the Owner terminates for inconvenience, the Designer shall be paid for work performed to date but (1) no amount shall be allowed for anticipated profit or unperformed services or other work, and (2) any payment due to the Designer at the time of termination may be adjusted to the extent of any additional costs the Owner incurs.
- 31.7 Upon receipt of a termination action under the paragraphs above, the Designer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as the Designer may have accumulated in performing this Contract, whether completed or in process. Upon termination under the paragraphs above, the Owner may take over the work and prosecute the same to completion by agreement with another party or otherwise.
- 31.8 If, after termination for failure of the Designer to fulfill its contractual obligation, it is determined that the Designer had not so failed, the termination shall be deemed to have been effected for the inconvenience of the Owner.

ARTICLE 32: LICENSE AND FEES

The Designer shall obtain all licenses and permits (other than the license and permit granted by the Contract) required to conduct the activities pursuant to this Contract and shall promptly pay all fees, taxes or other state or municipal costs necessary for said licenses, permits or activities.

ARTICLE 33: ASSIGNMENT

The Town and Designer recognize that each has a substantial interest in having the other perform or control the acts required of it by this Contract. Neither party shall perform its duties through a delegate nor assign its interest under this Contract without the written consent of the other. Nothing herein shall be construed to prevent an assignor's due performance of its entire obligation.

ARTICLE 34: SUCCESSORS AND ASSIGNS

The Town and the Designer each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

ARTICLE 35: STATUTORY COMPLIANCE:

- 35.1 This contract will be construed and governed by the provisions of applicable Federal, State and local laws and regulations; and wherever any provision of the contract or contract documents

shall conflict with any provision or requirement of Federal, State or local law or regulation, then the provisions of law and regulation shall control. Where applicable to this Contract, the provisions of Massachusetts General Laws are incorporated by reference into this Contract including, but not limited to, the following:

35.1.1 General Laws Chapter 30B - Procurement of Goods and Services

35.1.2 General Laws Chapter 30, section 39 et. seq. - Public Works Contracts

35.1.3 General Laws Chapter 149, section 44A et. seq. - Public Buildings Contracts

35.1.4 General Laws Chapter 25A - Division of Energy Resources

35.2 Wherever applicable law mandates the inclusion of any term and/or provision into a municipal contract, this Article shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

35.3 The Designer shall give all notices and comply with all laws and regulations bearing on the performance of this Contract. If the Designer performs the Contract in violation of any applicable law or regulation, the Designer shall bear all costs arising therefrom.

35.4 The Designer shall keep itself fully informed of all existing and future State and national laws and municipal by-laws and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work, if any discrepancy or inconsistency is discovered in the drawings, specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Owner. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and subcontractors to observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Owner and its duly appointed agents against any claim or liability arising from or based on any violation whether by the Designer, its agents, employees or subcontractors or any such law, by-law, regulation or decree.

ARTICLE 36: OWNERSHIP OF DOCUMENTS

The parties agree that all documents created for the Project by the Designer shall belong to the Owner. Any reuse of documents by the Owner will be at Owner's sole risk.

ARTICLE 37: CONTRACT DOCUMENTS

The Contract shall include the following documents, and this Contract does hereby expressly incorporate the same herein as fully as if set forth verbatim in this Contract:

37.1 This Contract;

- 37.2 Request for Qualifications (which shall apply except to the extent this Contract provides otherwise);
- 37.3 Designer’s Proposal Response (which shall apply except to the extent this Contract provides otherwise);
- 37.4 Authorization of the governing body authorizing the work and services contemplated herein;
- 37.5 Insurance certificates evidencing the insurance required;
- 37.6 Tax Compliance Certification and Non-Collusion Statement, and;
- 37.7 Any Addendum listed herein.

ARTICLE 38: ENTIRE UNDERSTANDING

This Agreement, together with the attachments hereto, if any, represent the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

ARTICLE 39: DESIGNER’S CONTRACT SUPPLEMENTARY DATA

39.1 By signing this Contract, the Designer certifies under the penalties of perjury that the following named (Directors of Corporation) are registered by the Commonwealth of Massachusetts as architects or professional engineers pursuant to the provisions of the Massachusetts General Laws and further that the (Directors of the Corporation) and all the joint ventures are so registered by the Commonwealth of Massachusetts.

| <u>Name</u> | <u>Title</u> | <u>Mass. AIA Registration No.</u> |
|-------------|--------------|-----------------------------------|
| xxxx | | |

39.2 By signing this Contract, the Designer certifies under the penalties of perjury that in accordance with Chapter 7, section 38H (e), the Designer has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the Contract for Design Services; no consultant to or subcontractor for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Designer; and no person, corporation or other entity, other than a bona fide full-time employee of the Designer has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining the Contract for Design Services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the Contract to the Designer.

- 39.3 By signing this Contract, the Designer certifies under the penalties of perjury that pursuant to Massachusetts General Laws Chapter 62C §49A, the Designer has filled all State tax returns, paid all taxes and complied with all laws of the Commonwealth of Massachusetts relating to taxes; and that pursuant to Massachusetts General Laws Chapter 151A §19A, the Designer has complied with all laws of the Commonwealth of Massachusetts relating to contributions and payments in lieu of contributions to the Employment Security Systems.
- 39.4 By signing this Contract, the Designer certifies under the penalties of perjury that, if the Designer is a corporation, the Corporation has filed with the Secretary of the Commonwealth all certificates and annual reports required by Chapter 156B §109 (Business Corporation), by Chapter 181 §4 (Foreign Corporation), or by Chapter 180 §26A (Non-Profit Corporation) of the Massachusetts General Laws.
- 39.5 By signing this Contract, the Designer certifies under the penalties of perjury that the Designer is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions, under any Commonwealth law or regulation including, but not limited to, M.G.L. c. 29 §29F and M.G.L. c. 152 §25C.
- 39.6 By signing this Contract, the Designer certifies under the penalties of perjury that the Designer is aware of the American with Disabilities Act which prohibits discrimination based upon disability and shall meet the standards applicable to the state under the American with Disabilities Act 42 U.S.C. 12101 et seq; 28 CFR Part 35, as amended. The Designer shall not discriminate against any person because of race, color, religion, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any protected class under the law.
- 39.7 By my signature below, I certify that all information is submitted under the penalties of perjury and that I am familiar with the Massachusetts State Building Code, Massachusetts General Laws, Chapter 149 §44A-44H, §44M, and Chapter 30 §39M, and the provisions of the Americans with Disabilities Act and the codified regulations of the Architectural Barriers Board.

IN WITNESS WHEREOF, on the day and year hereinabove first written the Designer (if individual) has hereunto set his/her hand and seal -- (if partnership) has caused these presents to be signed and sealed by its partner in the name of the partnership -- (if Corporation) has caused these presents to be signed and sealed in its name and behalf, and its corporate seal to be hereto affixed by the signatory below authorized so to do * -- and in each case the signatory makes the representation and certification set forth in Article 27 under the pains and penalties of perjury, and the Owner has signed these presents in behalf of the TOWN OF ERVING

* If a Corporation, attach to each signed copy of this Contract an attested copy of the vote of the Corporation authorizing the said signing and sealing.

xxxx CHAIRMAN BOARD OF SELECTMEN
TOWN OF ERVING

DATE DATE

LEGAL NAME OF DESIGN FIRM DATE

CERTIFICATION AS TO AVAILABILITY OF FUNDS

DATE

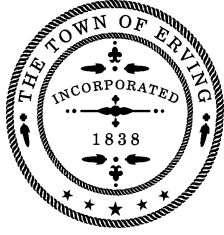
ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B

DESIGNER SUBMISSION GENERAL INFORMATION FORM AND REQUIRED DOCUMENTS INCLUDING COVER LETTER

INCLUDING ALL REQUIRED SIGNED CERTIFICATIONS

DRAFT



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800

Fax 413-422-2808

Email: administrator@erving-ma.gov

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

Bryan Smith
Town Administrator

December 16, 2022

To: Select Board
From: Bryan Smith, Town Administrator

RE: Proposed Shared Local Public Health Services

After the Select Board's last review of the draft intermunicipal agreement for the towns of Erving, Northfield, and Shutesbury to continue to share health agent services, I have revised the draft agreement. The proposed revisions are provided by feedback from Town Counsel and from the Department of Revenue as well as the member Boards of Health. I have presented the revisions in red font.

Advice from DOR is that an enterprise fund or a revolving account would not be appropriate for this purpose. DOR recommends that the Host Community should fully budget the staffing and expense for the shared service and then bill the member towns for services rendered. The receipts would be deposited into the General Fund.

The draft position description for the Health Agent position has not been revised further.

Assuming the Select Board is in support of the draft materials, the authorization to enter into the intermunicipal agreement would require a vote of the Select Board. Per statute, the Board of Health is authorized to appoint the Health Agent in accordance with Town of Erving policies.

Inter-Municipal Agreement (IMA) for Local Public Health Services

THIS AGREEMENT is entered into by and between the Towns of **Northfield, Shutesbury,** and Erving, Massachusetts in its capacity as Host Community of the shared local public health service, (hereinafter “shared service”). The municipalities participating in the **shared service** include Erving, Northfield, and Shutesbury.

WHEREAS the municipalities desire to share local public health services to promote, protect and preserve the public health and

WHEREAS Boards of Health of the municipalities are mandated to protect the public health safety and welfare and enforce public health laws and regulations.

WHEREAS, the municipalities have obtained authorization for this joint agreement pursuant to M.G.L. C.40, Section 4A by vote of their Select Boards as attested to by copies thereof contained in Appendix A, and the Board of Health of each Municipality has also recommended approval of this Agreement.

NOW, THEREFORE, the municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. Term.

- a. The term of this Agreement shall be through December 31, 2025, commencing upon execution of this Agreement.
- b. The Agreement will be reviewed by the Oversight Board members by June 30, 2023, for recommended revisions to be presented to the member towns.

2. Understandings.

In accordance with M.G.L. c.40, section 4A, the municipalities understand that this agreement shall provide sufficient financial safeguards for all participants, including, but not limited to:

- a. **accurate and comprehensive records of services performed,**
- b. **costs incurred, and reimbursements and contributions received;**
- c. **the performance of regular audits of such records; and**
- d. **provisions for officers responsible for the agreement to give appropriate performance bonds.**

The agreement shall also require that periodic financial statements be issued to all participants. Nothing in this agreement shall prohibit any agreement entered into between governmental units from containing procedures for withdrawal of a governmental unit from said agreement. A decision to enter into an intermunicipal agreement under this section, or to join a regional entity, shall be solely subject to the

approval process of the towns' elected bodies.

All bills and payrolls submitted for work done under this agreement shall be plainly marked to indicate that the work was done under authority thereof. Any reimbursement for or contribution toward the cost of such work shall be made at such intervals as the agreement provides. The amount of reimbursement received under this agreement shall be credited on the Host Community's books to the account of estimated receipts, but any funds received under the provisions of M.G.L. c. 44, section 53A for contribution toward the cost of such work may be expended in accordance with the said provisions. The equipment and employees of a governmental unit while engaged in performing shared service, activity or undertaking under this agreement shall be deemed to be engaged in the service and employment of such unit, notwithstanding such service, activity or undertaking is being performed in or for another governmental unit or units.

3. Governance.

The **shared** service shall have an Oversight Board ("Board") convened quarterly by the Board Chair/Co-Chairs.

- a. Composition: one member and one alternate, both appointed by the Board of Health from each member municipality. Each member and alternate shall be either a Board of Health Member or designee.
 - i. Voting: Each municipality will have one member with the ability to vote. Every member present shall have an equal voice in determining shared priorities, and services to be provided and hiring recommendations. Any board member may designate a proxy in writing for a particular meeting. This is to be used in situations where the member and alternate are not able to attend a meeting.
- b. Roles and Responsibilities of the Oversight Board:
 - i. Meet on a regular basis and at least quarterly.
 - ii. Develop annual and long-term goals for the **shared** service.
 - iii. Set staff priorities.
 - iv. Collaborate in developing a sustainability plan for the **shared** service.
 - v. Adopt any **shared** service -wide policies and recommended regulations.
 - vi. Review and provide recommendations on operating budgets.
 - vii. Review financial status.
 - viii. Review and act on reports from staff.
 - ix. Participate in hiring and performance evaluations of staff.
- c. The municipality shall maintain its local Board of Health, which shall retain its own legal authority and autonomy as provided by law.
- d. Quorum. A majority of the voting members of the Board shall constitute a quorum for the purposes of transacting business. The Board may act by a simple majority

of members present and voting unless otherwise provided herein.

i. In a tied vote, the Host Community shall have the deciding vote.

e. Meetings. The Board shall meet quarterly and may schedule additional meetings as necessary. All meetings shall be posted in compliance with the Massachusetts Open Meeting Law M.G.L.c.30A, sections 18- 25.

4. Host Community. The Town of Erving shall serve as the Host Community. The Host Community shall provide the following services in coordination with member municipalities:

a. Hire and supervise staff. Hiring processes and goal setting will be done in collaboration with the members of the Oversight Board.

b. Understanding that the Host Community's ability to provide services will depend on the qualifications of the new employees, they will seek to provide municipalities with public health services listed in the job descriptions in **Appendix B** (Health Agent).

c. Staff will allocate their time in a way that is roughly proportional to the ratio determined by the Oversight Board during the annual budget assessment process. Participants agree that they will be flexible when a Municipality has especially urgent needs related to these services.

d. Write and administer grants to support Oversight Board goals in coordination with participating municipalities. Ensure compliance with all state laws and regulations, including procurement, purchasing, Open Meeting Law, Conflict of Interest Law and Ethics.

e. Work with the Oversight Board as they provide fiscal management for **shared** service funds.

f. Collaborate with member municipalities to create and maintain a tracking system for public health work under this Agreement.

g. Ensure that financial management and expenditure meets state and federal standards, and generally accepted financial policies and practices, including providing an annual audit, payroll, benefits administration, health insurance and bill processing.

h. Provide procurement services for staff and equipment, as needed.

i. Administer personnel policies and supervise staff.

j. Maintain liability insurance including worker's compensation for **shared** service

staff.

- k. Provide office space for staff, as needed
 - l. Provide information technology support for staff.
 - m. Attend Oversight Board meetings.
5. Obligations of the municipalities
The municipality agrees to provide the following services to ensure that the **shared** service provides quality, efficient delivery of service:
- a. Appoint a member and alternate to the Oversight Board.
 - b. Assist shared staff in establishing work tasks and priorities.
 - c. Communicate any concerns about the program first to the staff person involved, then, if needed, to the Host Community Town Board of Health and Town Administrator.
 - d. Prompt review of staff reports and other materials.
 - e. Prompt payment of invoices.
 - f. Board of Health members are welcome to visit programs conducted by shared staff. Board members interested in accompanying a staff person should communicate that request directly, on either a specific or general basis. The presence of a local Board of Health member is always a positive addition to code enforcement and public health work.

6. Funding

Annually, the Oversight Board will develop and approve a public health services budget for contractual shared services. Participating municipalities will allocate municipal funds to continue participation, through the agreed upon assessment structure managed by the Oversight Board. Any fees collected for inspections or other services from the constituents of the member municipalities shall remain with the municipality in which the inspection was performed.

7. Other Municipal Services

The sharing and delivery of public health services to the municipality is governed solely by the Agreement. This Agreement applies only to those public health services statutorily and customarily rendered by local health departments under Massachusetts law and as defined in the attached Job Descriptions. The member municipalities of the **shared** service are authorized through this Inter-Municipal Agreement, and any executed amendment to this Agreement to add or remove associated services to be

delivered based on a vote of the Oversight Board.

8. Employees

An employee of the **shared** service, who performs services, pursuant to this Agreement on behalf of another member municipality, shall be deemed to remain an employee of the employee's Municipality and shall retain all accrued benefits and shall be subject hiring to standard personnel practices of such municipality.

9. Indemnification

Each municipality shall indemnify the Host Community from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the **shared** service performance under this agreement but only to the extent and in an amount for which the municipality would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.

The Host Community shall indemnify the other municipalities from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the **shared** service's performance under this agreement but only to the extent and in an amount for which the **shared** service would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. C. 258.

By entering into this Agreement, the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

10. Insurances

The Host Community and each municipality shall obtain and keep in full force and effect public liability insurance in the amount of One Million (\$1,000,000) Dollars combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the other party against any and all claims for bodily injury, \$3,000,000 aggregate, death or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

Each town agrees to provide liability insurance for the employee(s) of the shared service when said employee(s) are performing work in the respective municipality.

When the employee(s) of the **shared** service are performing work in a municipality, under the direction of the local Board of Health, the employee will be covered under the municipality's professional liability and property insurances.

11. Termination

A municipality, duly authorized, may withdraw from and terminate this Agreement upon the provision of at least one (1) year prior written notice to the Host Community to take effect on the following July 1st. Upon such termination, the municipality shall be solely responsible for the provision of public health services for its benefit. Upon such termination, the Host Community shall prepare a full statement of outstanding unpaid financial obligations under this Agreement and present the same to the terminating municipality for payment within thirty (30) days thereafter.

12. Assignment

None of the Parties herein shall assign or transfer any of their rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other Party.

13. Amendment

This Agreement may be amended only by a writing signed by all Parties duly authorized.

14. Severability

If any provision of this Agreement is held by a court of appropriate jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

15. Force Majeure

Neither the municipality nor the **shared** service shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include but are not limited to acts of God or the enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this covenant, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

16. Waiver

The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the Parties. Forbearance by a Party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that Party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

17. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, in the jurisdiction of Franklin County.

18. Headings

The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

19. Non-Discrimination

Neither the **shared** service nor the municipality shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service or any other protected class under the law with respect to admission to, access to, or operation of its programs, services or activities.

20. Notices

Any notice permitted or required hereunder to be given or served on any Party shall be in writing signed in the name of or on behalf of the Party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of Northfield:

| | |
|-------|--------------|
| _____ | Contact Name |
| _____ | Email |
| _____ | Phone |
| _____ | Address |

Town of Shutesbury:

| | |
|-------|--------------|
| _____ | Contact Name |
| _____ | Email |
| _____ | Phone |
| _____ | Address |

Town of Erving:

| | |
|-------|--------------|
| _____ | Contact Name |
| _____ | Email |
| _____ | Phone |
| _____ | Address |

12 East Main Street, Erving, MA 01344

21. Complete Agreement

This Agreement constitutes the entire agreement between the Host Community of Erving and **the Town of Northfield and the Town of Shutesbury** concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Host Town of Erving and **the Town of Northfield and the Town of Shutesbury** concerning the subject matter hereof. The

municipality acknowledges that it has not relied on any representations by any other municipality or by anyone acting or purporting to act for another municipality or for whose actions any other municipality is responsible, other than the express, written representations set forth herein.

Notwithstanding the previous provision in Section 20, the parties agree that they will continue with the Eastern Franklin Health District, formed under M.G.L c.111, section 27A, until such time that all pending litigation is resolved.

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of Northfield Select Board

Date

Town of Northfield Board of Health

Date

Town of Shutesbury Select Board

Date

Town of Shutesbury Board of Health

Date

Town of Erving Select Board Date

Town of Erving Board of Health

Date

Appendix A: Select Board Authorizations

DRAFT

Appendix B: Health Agent Position Description

DRAFT

**Town of Erving, Massachusetts
Position Description**

| | | | |
|------------------------|--------------------|-------------------------------|--------------------|
| Position Title: | Health Agent | Compensation Schedule: | General Government |
| Department | Health Department | Level: | F |
| Reports to: | Town Administrator | FLSA Exempt: | No |
| SB Approved: | | Essential: | |

Statement of Duties: The position serves as the agent for the member Boards of Health of the Town of Erving and Eastern Franklin County Health District to provide for the protection of the public health, the control of disease, the promotion of sanitary living conditions, the protection of the ground water and other environmental factors from pollution and assist ancillary staff. The Health Agent works in accordance with Massachusetts General Laws, town policies, town bylaws, ordinances, rules, regulations and relevant state, federal and local regulations and conducts and/or oversees all necessary licensing, permitting, inspections and testing programs established by the Board of health, reviews and implements Board of Health policies, methods and procedures within the Health Department; enforces applicable health laws, local by-laws and regulations including and not limited to: communicable diseases, septic systems, housing, lead paint, food, tobacco, asbestos, hazardous materials, hazardous wastes, solid waste management, semi-public and public pools and beaches, mosquito control, animals, wells, public and private drinking water quality, air quality, and general health nuisances, as directed by the Board.

Supervision Required: Works under the policy direction of the Board of Health with independent judgment and action; assumes responsibility for developing and achieving the department goals and objectives. Requires the ability to plan and perform operations/inspections, and to independently identify, plan, and complete work to accomplish Board of Health functions for the member towns. The employee responds to many situations not clearly defined by precedent or established procedures. The employee has extensive working knowledge of the Massachusetts Environmental Code (Title 5), and the State Sanitary Code Chapter 2 (housing code) and Chapter 10 (food code) as well as the state building code.

Supervisory Responsibility: Provides guidance to Department employees, contractors, and interns as it relates to inspectional/ septic installation activities; develops job direction along with guidance from the Board; assigns tasks and provides assistance to facilitate completion of tasks; monitors personnel performance to assure timely task completion and provides performance evaluation to the Board. Will work collaboratively with Town, regional and state boards, agencies, and personnel as required.

Confidentiality: Employee has access to all Department-related confidential information including medical records of residents that require the application of appropriate judgment, discretion and professional protocols. The Health Agent maintains as strictly confidential any and all information specifically so designated, including reports of communicable diseases, reports of unsanitary living conditions, food code violations, tenant/landlord problems, pending litigation, bid proposals, personnel records, and other Department related information. Discretion and maintenance of confidentiality are required.

Judgment: Guidelines only provide limited guidance for performing the work. They may be in

Town of Erving, Massachusetts
Position Description

the form of administrative or organizational policies, general principals, legislation or directives that pertain to a specific department or functional area. Extensive judgment and ingenuity are required to develop new or adapt existing methods and approaches for accomplishing objectives or to deal with new or unusual requirements within the limits of the guidelines or policies.

Complexity: Performs complex and highly responsible duties requiring a very high level of initiative and independent judgment in the planning, administration, and execution of the department's programs and services, and in the direction of personnel to facilitate aforementioned; health agent is required to work independently in formulating decisions regarding department policies, procedures, operations and plans.

Work Environment: Administrative work may be performed in an office as well as the field with the assistance of computers and wireless informational electronic devices. Information gathering and inspections are performed in facilities and outdoors with potential exposure to infectious and contagious diseases, toxic or caustic chemicals, fumes, vapors and levels of radiation while conducting tests. A majority of work is performed under moderately noisy conditions and is subject to frequent interruptions.

Public Contact: Duties involve constant contact with members of the public, engineers, septic installers, realtors, attorneys, banks, developers, Department of Environmental Protection, Department of Public Health, nursing staff, and other town departments, requiring perceptiveness, discretion, patience. Employee must possess a high degree of diplomacy and judgment and must be able to work effectively with and influence all types of persons.

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

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

Essential Functions:

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

1. Works with and supports the member Boards of Health in the development of plans, policies and programs to address public health needs; Establishes goals and objectives to be achieved through systematic courses of action that focus on community health needs as well as required federal mandates from the several federal agencies that interact with boards of health by regulatory or procedural means.

Town of Erving, Massachusetts
Position Description

2. Enforces Massachusetts health and sanitary laws, local by-laws, and rules and regulations of the member Boards of Health with courtesy, discretion, tact and professionalism; oversees and provides for the proper and timely issuance of a variety of permits and enforces compliance.
3. Implements mandated programs and services; responds to complaints and meets other high priority public health service requirements e.g., inspects housing, food establishments, institutions under public control, etc.; enforces housing code; plans and conducts health and environmental investigations, including the collection of bio-medical debris from recreational bathing/boating areas, beaches and camps that provide swimming pools/bodies of water that provide for bathing as well as water samples from aforementioned for bacterial analysis; initiates remedial and enforcement procedures as necessary, including participating in legal proceedings in court; supervises and reviews the work of professional engineers and sanitarians in excavating deep test holes, performing percolation tests and evaluating soil conditions.
4. Investigates emergent and chronic health incidents/ complaints, identifies their adverse effects and health hazards in the community to identify the possible threat to public health/safety, duration, trends, location and population risks; drafts and issues reports on health issues and maintains public health records and takes immediate and decisive enforcement action should the need arise.
5. Informs and educates the public on health issues of concern in the community, promotes awareness about public health services, their availability and health education initiatives.
6. Reviews development plans in cooperation with other boards/departments and submits reports as necessary; reviews engineered and other septic system plans for code compliance, consults with engineers to recommend appropriate designs; submits recommendations to Board of Health on variance approvals and conditions.
7. Assists and provides guidance in the preparation of and manages the department's operating budget; provides for the maintenance of associated records; assists in the preparation of the budget and expenditure reports of the Board of Health.
8. Develops and administers grant-funded programs related to the needs and operational objectives of the member Boards of Health.
9. Attend Board of Health meetings and provide member Boards of Health with written periodic reports of work conducted by the Department as it relates to the professional responsibilities of the Health Agent, as requested by the Chair of the Boards of Health.
10. Represents the member Boards of Health in local, regional and federal programs involving public health issues.
11. Performs similar or related duties as assigned or as the situation dictates.

Town of Erving, Massachusetts Position Description

Minimum Qualifications:

Education and Experience: A Baccalaureate of Science degree in public health, or a related field; minimum of three to five (3 to 5) years of demonstrated experience in a professional or municipal setting. Demonstrated Department of Environmental Protection coursework on state environmental code or public health topics is preferred. A Registered Sanitarian (RS) certification is ideal but not required; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job may be considered.

Special Requirements:

- must possess a Massachusetts Class D motor vehicle operator's license
- Incumbents are expected to attend, successfully participate in and receive certificates of completion from recognized seminars and courses e.g., soil evaluator, pool operator, food inspection, lead enforcement/determination, septic inspection, housing code enforcement, infectious/communicable disease recognition, emergency dispensing site protocols, and post natural disaster planning

Knowledge, Abilities and Skill

Knowledge: Thorough knowledge of the practices and administration of public health; extensive knowledge of the applicable Massachusetts and local laws and regulations relative to public health and of the state sanitary codes, Title V inspection and construction of septic systems/fields and transmittal of food borne pathogens as well as communicable disease. Applicants for this position must have a demonstrated knowledge of excellent office administrative practices and know how to efficiently and accurately use word processing, spreadsheets, electronic mail and information technology to provide for the effective records maintenance.

Abilities: Ability to work as a member of a team by establishing and maintaining effective working relationships with diverse interest groups and work cooperatively with supervisor, staff, and elected or appointed officials and the general public. A demonstrated proficiency to read, understand, interpret and appropriately apply a broad range of applicable specifications, laws, policies and procedures as well as a demonstrated ability to understand and accurately interpret construction plans, septic design, topographical charts and maps; to recognize, understand and work with departments within the community for the efficient and most cost effective use of town resources; to identify, analyze and make useful recommendations regarding issues that affect the entire town generally as well as the Board of Health specifically; to work diplomatically and effectively with a diverse population of those who are the recipients of the services of the Board of Health and its attendant responsibilities; a strong ability to coordinate with regulatory boards, committees, and officials and provide guidance/comment when necessary. Ability to analyze and interpret data and to present findings clearly by means of verbal and written communication. Ability to multi-task, work independently, proceed on own initiative when necessary to provide a time sensitive service or during an emergent situation, communicate effectively with persons at all

Town of Erving, Massachusetts
Position Description

levels of government including, but not limited to news media, town employees, and the public; understands and interprets accurately health-related regulations and plans.

Skill: Proficient verbal and written communication skills; force of personality to ensure code/regulation/by law compliance, be acquainted with legal/court system, seeking court orders, criminal complaints, administrative search warrants, seeking legal counsel to pursue court ordered compliance; good to excellent skills in documenting investigations, writing reports, documenting in a chronological, concise, and understandable format all activity as relates to the duties and responsibilities related to the legal and professional responsibilities of a Health Agent. Promulgates and implements a scheduled inspectional process for every entity, business establishment, food purveyor, food vendor, market, supermarket, outdoor event, restaurant, septic systems, domiciles, rooming houses, apartments, and public gathering areas requiring inspection by the Board of Health as required by Massachusetts law, documents the inspectional process and provides a verbal and written report to the Board of Health on a scheduled basis or as requested by the board. Documents, investigates, and responds to all complaints of any nature and provides documentation related to same as provided by Massachusetts state law and notifies local law enforcement in a timely fashion, as well as DPH, MSPCA, DSS or any other necessary enforcement agency should the need arise, or as required by law. Demonstrated skill in organizing work and meeting deadlines while working under the pressures of other service demands. Proficient computer skills including word processing, spreadsheets and data processing/management applications in a business environment. Possess a strong sense of professionalism in adverse situations and recognize the need for and the legal requirement of confidentiality when dealing with varying public health and safety issues. Ability to prioritize tasks and understand that communication(s) received from outside public agencies, citizens, or police and fire departments may be of an emergent nature requiring an immediate and effective response. Proficiency in expressing herself/himself with the written word, correct spelling, punctuation and syntax and an ability to understand and use legal terminology and past experience with interaction with legal firms.

Physical and Mental Requirements

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

Physical Skills: Minimal physical effort is required to perform the essential functions of the position. Frequent sitting, talking, walking, and mental concentration for prolonged periods are required; occasionally required to lift and/or move objects, tools or books of up to 50 pounds. Must be able to communicate and be understood clearly, give presentations or participate in other public discourse situations. Position requires the ability to access off-site premises that may not be handicap accessible.

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

**Town of Erving, Massachusetts
Position Description**

and talk and hear for extended periods of time.

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

(This job description does not constitute an employment agreement between the employer and the employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs and requirements of the job change.)

DRAFT



TOWN OF ERVING

ADM-181

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

Policy

Family and Medical Leave Policy

Approved: _____ Date: _____
Select Board Chair, Jacob A. Smith

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.01 Issue Date / Effective Date

This policy is issued and effective on _____.

This policy supersedes the **Family and Medical Leave Act Policy**, previously issued on November 23, 2015.

.02 Introduction

The Federal Family and Medical Leave Act of 1993 (“FMLA”) entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons, as explained below.

.03 Employee Eligibility

To be eligible for FMLA benefits with the Town of Erving (the “Town”), an employee must:

- A. Work for the Town;
- B. Have worked for the Town for a total of at least twelve (12) months in the prior seven (7) years; and
- C. Have worked at least 1,250 hours over the previous twelve (12) months.

.04 Leave Entitlement

Section 1. The Town will grant an eligible employee up to a total of twelve (12) work weeks of unpaid leave during a rolling 12-month period¹ for one or more of the following reasons:

- A. For the birth of a child and to care for the newborn child;
- B. For the placement with the employee of a child for adoption or foster care;
- C. To care for an immediate family member (spouse, child, or parent) with a serious health condition;
- D. When the employee is unable to work because of their own serious health condition that prevents them from performing the functions of their job; or
- E. For a “qualifying exigency” (as defined in 29 CFR § 825.126) when the employee’s spouse, child, or parent who is a member of any branch of the military, including the National Guard or Reserves, has been deployed or called to active duty, in a foreign country.

Spouses employed by the Town are jointly entitled to a combined total of twelve (12) workweeks of family leave, except when the leave is needed to care for a child or spouse with a serious health condition; under such circumstances, such employees may each be eligible for up to twelve (12) weeks of family leave.

Leave for birth or placement for adoption or foster care must conclude within twelve (12) months of the birth or placement.

Section 2. The Town will also grant an eligible employee up to a total of twenty-six (26) weeks of unpaid FMLA leave for the following reasons:

- A. To care for a spouse, children, parent, or next of kin (i.e., nearest blood relative), who is a current member of the Armed Forces (including a member of the National Guard or Reserves) and who is undergoing medical treatment, recuperation or therapy, is an outpatient, or is on the temporary disability retired list, for a serious injury or illness incurred in the line of duty while on active duty in the Armed Forces, (or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty in the Armed Forces).
- B. To care for a spouse, child, parent, or next of kin (i.e., nearest blood relative), who is a veteran undergoing medical treatment, recuperation or therapy for a serious injury or illness incurred in the line of duty while on active duty in the Armed Forces (or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty) and manifested itself before or after the member became a veteran. The veteran must have been a member of the Armed Forces (which includes the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy.

Such a 26-week leave period shall only be available for a single 12-month period.² To the extent spouses work for the Town, the aggregate number of workweeks available to both spouses shall be limited to 26 weeks during the single 12-month period. In addition, any leave taken during that single 12-month period for one of the other qualifying reasons (as noted in this Policy) shall count against the 26 weeks available.

¹ For the purposes of calculating the 12-month period referred to above, the Town will measure the 12-month period backward from the date of an employee’s request for FMLA leave. Each time an employee takes FMLA leave, the Town will determine the total amount of FMLA leave used by the employee during the preceding 12 months, and the remaining time available to the employee will be the balance of 12 weeks which has not been used.

² Calculation of the single 12-month period in this Section shall be based off the 12-month period immediately following the first day of such FMLA-qualifying leave. Such 26-week period shall not be based on the rolling measurement noted in Section 1.

(Only 12 of the 26 weeks total may be used for an FMLA-qualifying reason other than to care for a covered servicemember.)

Section 3. Under some circumstances, employees may take FMLA leave intermittently.

- A. When intermittent leave is needed to care for an immediate family member, the employee's own illness, or a covered servicemember, and is for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the Town's operation.

- B. The Town may temporarily transfer an employee taking intermittent or reduced schedule leave to an alternative job, with equivalent pay and benefits, that accommodates recurring periods of leave better than the employee's regular job when such leave is foreseeable based on planned medical treatment.

Section 4. The Town may require employees to use accrued paid leave³, such as sick or vacation leave, or compensatory time, to cover some or all of the FMLA leave. When paid leave is used, the employee must follow the Town's paid leave policies and procedures with respect to use of such leave.

Any leave taken by an eligible employee for any of the reasons covered by this policy will be considered FMLA leave and will be designated as such even if the employee does not specifically identify the time off as FMLA leave.

.05 Maintenance of Health Benefits

The Town will maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. The employee will make arrangements with the Town to pay their share of health insurance premiums while on leave. The Town may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

.06 Job Restoration

Upon return from FMLA leave, an employee will be restored to their original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

In addition, an employee's use of FMLA leave will not result in the loss of an employment benefit that the employee earned or was entitled to before using FMLA leave.

.07 Notice, Certification and Status Reports

Employees seeking to use FMLA leave are required, as appropriate, to provide to the Town:

- A. NOTICE: Thirty (30) days advanced notice of the need to take FMLA leave when the need is foreseeable, otherwise as soon as is practicable.

- B. MEDICAL CERTIFICATION:
 - a. Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member, or a covered servicemember with a serious injury or illness;

³ The Town's policy on use of paid leave is subject to, and will be administered in accordance with, the Massachusetts Parental Leave statute.

An employee requesting FMLA Leave does not have to share a medical diagnosis, but must provide enough information to the Town so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing the Town that the employee is or will be unable to perform their job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the Town if the need for leave is for a reason for which FMLA leave was previously taken or certified.

- b. Second or third medical opinions and periodic recertifications (at the Town's expense) if requested by the Town; and
 - c. Medical certification and/or fitness for duty certification supporting the employee's ability to return to work as requested by the Town, which the Town may request include a statement from a health care provider that the employee can perform all of the essential functions of the job.
- C. **QUALIFYING EXIGENCY:** Certification supporting the need for leave due to a qualifying exigency.
- D. **STATUS REPORTS:** Periodic reports during FMLA leave regarding the employee's status and intent to return to work as requested by the Town.

.08 Non-Interference

The Town will not interfere with an employee's FMLA rights or retaliate against an employee for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

.09 Complaints

An employee who believes that their rights under the FMLA have been violated is encouraged to notify the Town Administrator. In addition, such an employee may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may file a private civil action.

.10 Other Provisions

This Policy shall at all times be interpreted in a manner consistent with the Department of Labor's Regulations pertaining to the Family and Medical Leave Act of 1993. The FMLA does not affect any other federal or state law that prohibits discrimination, nor supersede any state or local law that provides greater family or medical leave protection. Nor does it affect the Town's obligation to provide greater leave rights under a Collective Bargaining Agreement or employment benefit plan, where applicable.

.11 Departmental Procedures

The Town's Department Heads, with the approval of the Town Administrator, may establish their own procedures to implement this policy, consistent with the policy.

Chapter 53 Personnel Bylaw

SECTION 1. PURPOSE AND APPLICABILITY

- (a) Pursuant to the provisions of Massachusetts General Laws Chapter 41, Sections 108A and 108C and Article LXXXIX of the amendments to the Constitution of the Commonwealth of Massachusetts (The Home Rule Amendment), the Town of Erving has enacted a Bylaw which provides for the administration of its personnel, creates a Classification and Compensation Plan, and establishes a Personnel Board whose purpose shall be to make recommendations to the Select Board concerning the administration of this Bylaw.
- (b) The Bylaw is intended to classify any or all positions into groups and classes doing substantially similar work or having substantially equal responsibilities, except for the following:
 - 1. Those positions under the control of the school district;
 - 2.
 - 3. those positions filled by popular election; and
 - 4. those positions with individual employment contracts with the Town.
- (c) The Town may, in like manner, by vote at a Town Meeting, amend the Bylaw establishing minimum and maximum salaries to be paid to employees in positions so classified.
- (d) The purpose of the Bylaw is to establish a fair and equitable system of personnel administration based upon merit principles that insure a uniform, fair, and efficient application of personnel policies. The Bylaw is designed to represent the interests of taxpayers, town employees, town officials and Department Heads.
- (e) Except as otherwise indicated, this Bylaw applies to members of a collective bargaining unit.

SECTION 2. ADMINISTRATION OF PERSONNEL BYLAW

- (a) The Select Board of the Town of Erving is charged with administering and maintaining the Bylaw and Personnel Policies as hereinafter provided.
- (b) All lawful and statutory rights of the Town Administrator, the Select Board and Department Heads not specifically covered herein shall be, and are hereby reserved to them.

SECTION 3. DEFINITIONS

As used in this Bylaw, the following words and phrases shall have the following meanings:

- A. PERSONNEL ADMINISTRATOR: The Town Administrator or the Select Board's designee.
- B. PERSONNEL BOARD: The Board is appointed by the **Select Board** to advise the Select Board on matters of policy concerning personnel.

- C. **COMPENSATION GRADE:** A range of salary or wage rates appearing in the Classification and Compensation Plan established under this Bylaw.
- D. **EMPLOYEE:** An employee of the Town occupying a position covered by this Bylaw.
- E. **PROBATIONARY EMPLOYEE:** An employee who has not completed a probationary period of one (1) year, regardless of the number of hours worked per week.
- F. **REGULAR FULL-TIME EMPLOYEE:** An employee who works forty (40) hours per week on a regular schedule for fifty-two (52) weeks per year, except for legal holidays and authorized vacations, sick leaves or other leaves of absence, and has completed a probationary period of one (1) year.
- G. **REGULAR PART-TIME EMPLOYEE:** An employee who works twenty (20) hours or more, but less than forty (40) hours, per week on a regular schedule for fifty-two weeks per year, except for legal holidays and authorized vacations, sick leaves or other leaves of absence, and has completed a probationary period of one (1) year.
- H. **PART-TIME EMPLOYEE, LESS THAN TWENTY (20) HOURS PER WEEK:** A part-time employee who works less than twenty (20) hours per week.
- I. **TEMPORARY EMPLOYEE:** An employee who is hired either full-time or part-time on a temporary basis for a limited or specified period as an addition to the existing workforce, or as a temporary substitute for an employee.
- J. **SEASONAL EMPLOYEE:** An employee who is hired either full-time or part-time to work temporarily in a specific season for a period of less than twenty (20) weeks.
- K. **SPECIAL EMPLOYEE:** An employee, such as an election worker, who holds a position of limited employment and for which service is rendered according to the demands of the position.
- L. **EXEMPT EMPLOYEE:** An individual who is paid on a salary basis at a rate not less than \$455 per week and is employed as a bona fide executive, administrative, or professional employee, and is not entitled to overtime compensation under the federal Fair Labor Standards Act if she/he also meets the following criteria:
 - (1) Executive - primary duty is to manage a unit;
 - (2) Administrative – primary duty is office or non-manual work directly related to management policies, or directly assisting an executive; and
 - (3) Professional – primary duty requires advanced knowledge acquired by specialized study, work is intellectual and the result is not standardized.
- M. **NON-EXEMPT (HOURLY) EMPLOYEE:** An employee paid an hourly wage whose primary duty is not executive, administrative, or professional in nature. A non-exempt employee is entitled to overtime pay, generally after actually working more than forty (40) hours in a workweeks.
- N. **CONFLICT:** A dispute between an employee and the appointing or supervising authority arising as a result of discipline or by application of this Bylaw or the policies, procedures and regulations established for the administration of this Bylaw to the employee.
- O. **SCHOOL COMMITTEE:** The Erving School Committee is the five- (5-) member school board for the Erving Elementary School. For the purposes of this Bylaw, the School Committee is the procurement authority for the Erving School District and the negotiating body for matters relating to school employees who are members of collective bargaining units.

SECTION 4. PERSONNEL BOARD

There shall be a Personnel Board, consisting of **three (3)** members, that shall, at the Select Board's direction and request, reviews policies, procedures, and regulations relating to the administration of the Personnel Bylaw. As well, at least once per quarter, the Personnel Board shall report to the Select Board, at which time the Personnel Board shall advise on personnel items and issues that require attention of the Select Board.

The members of the Personnel Board shall be appointed by the Select Board, each of whom shall be a registered voter, and none of whom shall be employees of the town or those who regularly service the town in any other elective or appointive capacity. Members of the Personnel Board shall serve without compensation. The terms of office of such appointments shall be no more than **three (3) years and will be staggered. The members may be reappointed by the Select Board for successive terms. In the absence, the Select Board shall serve as the Personnel Board of the Town of Erving.**

The Personnel Board, as an advisory board, shall not interfere with nor act as an intermediary in any supervisor/subordinate relationship, except as directed by the Select Board. The scope of the Personnel Board's responsibilities is detailed in Section 5.

SECTION 5. DUTIES AND RESPONSIBILITIES OF THE PERSONNEL BOARD

- A. The Personnel Board and Town Administrator shall review policies, procedures, and regulations relating to the administration of the Personnel Bylaw, and ensure that there is uniform interpretation and application of the Bylaw.
- B. The Board and the Town Administrator may make recommendations to the Select Board regarding such policies, procedures and regulations as they deem necessary for the administration of the Bylaw.
- C. A majority of the Board shall constitute a quorum for the transaction of business. The votes of the majority of all the members shall be necessary on any matter upon which it is authorized to, or required to pass, under the Bylaw.
- D. At the Personnel Administrator's request, the Board shall from time to time review the salary schedules and personnel and administration policies of the Bylaw. It shall keep informed as to the pay rates and policies in effect in other towns and in similar positions outside of the service of the Town and make recommendations regarding the equity of existing pay levels.
- E. The Board may recommend to the Personnel Director that the Town add a new class to the classification schedules, or change an existing class to a different compensation grade, either higher or lower, subject to the provisions of Section 10, Amendment of the Bylaw.
- F. No later than March 1st of each year, the Personnel Board shall make a recommendation to the Select Board concerning rates of pay for the forthcoming fiscal year subject to the provisions of Section 10, Amendment of the Bylaw, and may vote for "no increase," subject to the availability of funding. The Personnel Board's recommendation to the Select Board shall be non-binding.
- G. Upon recommendation of the Department Head, supported by evidence in writing of special reasons satisfactory to the Board, said Board may recommend to the Select Board an entrance rate higher than the minimum rate for a position, and other such variances in the Classification and Compensation Plan as it may deem necessary for the proper

functioning of the services of the Town, and to effectuate the intent of the Classification and Compensation Plan.

- H. The Board shall act on matters officially brought before it within thirty (30) workdays of the date of receipt of written notice. Failure of the Board to act within those thirty (30) days shall constitute an approval of the matter before them, unless the Board votes to extend the time for resolution due to extenuating circumstances. As appropriate, notice in writing shall be forwarded to the concerned employee and respective Department Head within three (3) days of the Board's decision.

SECTION 6. PERSONNEL DIRECTOR

The Town Administrator shall serve as the Personnel Director. The scope of the Personnel Administrator's duties and responsibilities is detailed in Section 7 below.

SECTION 7. POWERS AND DUTIES OF PERSONNEL DIRECTOR

- A. Under the general direction of the Select Board, the Town Administrator, as Personnel Director, shall be responsible for the day-to-day administration of the Bylaw and the policies, procedures, and regulations that have been or may be established to administer this Bylaw.
- B. The Town Administrator shall periodically review this Bylaw and shall make recommendations to the Personnel Board and the Select Board for any changes, as appropriate.
- C. The Town Administrator shall be responsible for assisting the Personnel Board in the review and maintenance of the Town's Classification and Compensation Plan and for contacting the appropriate entities for survey and comparability data to accomplish this task, at reasonable intervals.
- D. The Town Administrator, in conjunction with department heads, shall establish and maintain written descriptions of the jobs and positions listed in the Classification and Compensation Plan, describing the essential characteristics, requirements and essential functions of those positions.
- E. The Town Administrator, in conjunction with department heads, shall maintain an individual personnel file containing personnel records for each employee of the Town, including therein such information as is required by law.
- F. The Town Administrator, in conjunction with department heads, shall be responsible for all recruitment and selection procedures as outlined in any policy, procedure, or regulation that has been or may be established to administer this Bylaw.
- G. For all positions in the Town of Erving, the Town Administrator shall be responsible for reviewing all employment offers, promotions, hires, changes in job titles, or other similar employment actions for the purposes of confirming that such action is consistent with the Town's Classification and Compensation Plan or collective bargaining agreement and consistent with the Town's budget.

SECTION 8. PERSONNEL FILES

The Town Administrator, in conjunction with department heads, shall be responsible for maintaining and administering personnel records as may be required by law, and as necessary for effective personnel management.

- A. Contents of Records: The Town Administrator shall maintain or cause to be maintained a personnel records for each employee in compliance with Massachusetts General Laws, Chapter 149, Section 52C. A personnel record shall not include information of a personal nature about a person other than the employee if disclosure of the information would constitute an unwarranted invasion of such other person's privacy.
- B. Confidentiality and Access to Records: Personnel records shall be confidential and access to an employee's records shall be limited to (i) the Appointing Authority, (ii) the Town Administrator, who shall be charged with administering the personnel system, (iii) the employee's Department Head, and (iv) the Town Treasurer on a need-to-know basis. Any employee may upon written request to the Town Administrator review their personnel file. Such review shall be in the presence of the Town Administrator or their designee. Should the Town receive a written request from an employee, it shall provide the employee with an opportunity to review such employee's personnel record in accordance with **Massachusetts General Laws** Chapter 149, Section 52C. The review shall take place at Town Hall and during normal business hours. An employee shall be given a copy of his/her personnel records in accordance with **Massachusetts General Laws** Chapter 149, Section 52C, upon written request for such copy to the Town.
- C. Location of Records: A central file for all positions shall be located at Town Hall.
- D. Release of Information: **Subject to Massachusetts General Laws Chapter 66, Section 10, the Massachusetts Public Records law**, except to verify employment dates and job title, no other information concerning and employee shall be released, unless written authorization is received from the employee.

SECTION 9. CONFLICT RESOLUTION PROCEDURE

- a) The intent of this procedure is to establish a means for the timely and careful review of employee issues related to employment. This conflict resolution procedure is not available to employees subject to collective bargaining agreements with the Town or employees covered by this Bylaw that have not completed their probationary period, **or where otherwise in conflict with any provision(s) of a Town policy that provide that any decisions made pursuant to such policy are not subject to this conflict resolution procedure.**
- b) Any employee covered by this Bylaw who is subject to disciplinary action, alleges wrongful treatment or otherwise raises an issue related to his/her employment under the provisions of this

Bylaw or other Town or department-wide personnel policies or practices, and who has completed his or her probationary period and is not in a collective bargaining unit, shall be entitled to utilize the following conflict resolution procedure:

(1) Step 1.

Within twenty-one (21) calendar days (including Saturdays, Sundays, and holidays, unless the twenty-first calendar day falls on a Saturday, Sunday, or holiday, in which case the period shall be extended to the next non-holiday week day) of the incident or event upon which the issue is based, the aggrieved employee shall first present a summary of the issue in writing to his/her department head with a copy to the Town Administrator. The aggrieved employee shall then discuss the matter with his/her department head along with any pertinent information and indicating the relief that is desired. The summary of the issue shall spell out the provisions of the Bylaw, personnel policy, or other department- or town-wide rule or regulation that was allegedly violated. The department head within seven (7) calendar days of receipt of the written issue shall provide an answer in writing to the aggrieved employee.

(2) Step 2.

If the issue has not been resolved at Step 1, the aggrieved employee may, within seven (7) calendar days after receipt of the written answer from the department head, present the issue in writing to the Personnel Director. The Personnel Director shall schedule an informal hearing on the matter, which hearing shall be held no later than fourteen (14) calendar days after notification, and shall answer the matter in dispute within fifteen (15) calendar days after the hearing. An employee shall have the right to be present, to present information and to be represented at any hearing. The Personnel Director shall make a recommendation to the appointing authority at the time he/she answers the matter in dispute.

(3) Step 3.

If the issue has not been resolved at Step 2, the aggrieved employee may, within seven (7) calendar days after receipt of the written answer from the Personnel Director, present the issue in writing to the appointing authority. If the appointing authority and the department head are the same, then the employee shall immediately follow the procedures set forth in Step 4 below. The appointing authority shall schedule a meeting on the matter shall be held no later than fourteen (14) calendar days after notification, and shall answer the matter in dispute within fifteen (15) calendar days after the meeting.

(4) Step 4.

If the issue has not been resolved at Step 3, the aggrieved employee may, within five (5) calendar days after receipt of the written answer of the appointing authority, present the issue to the Select Board. The Select Board shall in a duly noticed meeting to the employee, department head, and appointing authority, hold a meeting to consider and determine the issue within fourteen (14) calendar days of its receipt of the grievance. The Select Board shall render a written decision within twenty-one (21) calendar days of the Step 4 meeting, which decision of the Select Board shall be final and binding.

SECTION 10. AMENDMENT OF THE BYLAW

The Personnel Bylaw may be amended in the same manner in which the Town Bylaws are amended, provided that no amendment to the Bylaw shall be made other than at a scheduled Town Meeting, and not until it has been presented to and acted upon by the Personnel Board. The Select Board may, on its own motion, propose an amendment to the Bylaw.

In considering the proposed amendment, the Select Board, after giving the heads of affected departments and affected employees at least one (1) week's written notice, shall hold a meeting of the interested parties to consider the proposed amendment. If the Select Board shall approve of any such proposed amendment, it shall take the proper steps to bring the amendment before the next scheduled Town Meeting for its consideration and action. If the Select Board shall disapprove any such proposed amendment, and failure to act thereon within fifteen (15) days after the hearing shall constitute disapproval, a petition by the proponents of the proposed amendment may be presented to the next scheduled Town Meeting for its consideration and action, if so desired.

SECTION 11. TITLES OF POSITIONS

No person shall be appointed, employed or paid as an employee in any position subject to the provisions of the Personnel Bylaw under any title other than those listed in the Classification and Compensation Plan or collective bargaining agreement, nor shall any person be employed unless they shall actually perform the duties of that job. The job title in the Classification and Compensation Plan shall be the official title for all purposes having to do with the position, and shall be used to designate the position in all payrolls, budget estimates and official reports, and in all other personnel and fiscal processes.

SECTION 12. NEW OR CHANGED POSITIONS

Whenever a new position is established, or the duties of an existing position are so changed or reorganized that a new position is created, and upon presentation of substantiating data satisfactory to the Town Administrator and Select Board, the Personnel Board shall rate such new or changed position, and allocate it to its appropriate compensation grade and establish the rate therefore, subject to the provisions of Section 10, Amendment of the Bylaw, the availability of funding, and, if applicable, collective bargaining.

SECTION 13. POSITION DESCRIPTIONS

The Town Administrator, in conjunction with department heads, shall establish and maintain written position descriptions of the positions in the Classification and Compensation Plan, each consisting of a statement describing the nature of the work, the characteristics that distinguish the position from other positions, the essential functions of the position, and the requirements for the job. The heads of departments shall be required to retain current position descriptions and submit proposed revisions as necessary to such position descriptions to the Town Administrator, who shall review such proposed revisions and determine whether to approve same.

SECTION 14. CLASSIFICATION AND COMPENSATION PLAN

Attached hereto as Exhibit A is the Town's Classification and Compensation Plan categorizing positions covered by this Bylaw into groups and classes performing substantially similar work and/or having substantially equal responsibilities. Said plan also establishes minimum and maximum hourly rates and salaries to be paid to employees in the positions so classified.

SECTION 15. PROMOTIONS, RECLASSIFICATIONS AND TRANSFERS

- A. When an employee is promoted to a position with a higher rate range or greater rate of pay, the department head may recommend, based on qualifications and performance, a salary increase, subject to collective bargaining, if applicable.
- B. No employee may be reclassified to a classification in another compensation grade, either higher or lower, until the Town Administrator and Select Board shall have determined such a classification is consistent with the provisions of the Personnel Bylaw and that funding is available, subject to collective bargaining, if applicable.
- C. If an employee is transferred to a position with a lower pay range, or lower rate of pay, they shall be paid at their existing rate, or at the maximum for the new position, whichever is the lower, provided the Town Administrator approves.

SECTION 16. NEW PERSONNEL

The hiring rate for new personnel shall be the minimum of the rate range of the position for which the new employee is hired. If special circumstances exist, such as prior experience, a department head may submit a written request to the Select Board for authorization of a hiring step above the minimum. Department heads who are appointing authorities shall notify the Select Board of the proposed hiring of all personnel, the position classification, the compensation grade and the actual hiring date.

SECTION 17. DEPARTMENT BUDGETS

Each department head shall include in the annual budget a pay adjustment section to provide funds for anticipated pay adjustments, if any, during the ensuing year. Expenditures of such funds will require approval of the Select Board, and will be in accordance with the Classification and Compensation Plan or collective bargaining agreement, and the Town budget.

SECTION 18. SALARY ADJUSTMENT POLICIES

Every employee not in a collective bargaining unit who has a labor grade under Schedule B of the Classification and Compensation Plan shall be eligible, on an annual basis, to be considered for a performance increase to a higher rate, subject to a satisfactory performance evaluation. Such increases are subject to available funds voted upon at the previous town meeting.

SECTION 19. POLICIES AND PROCEDURES

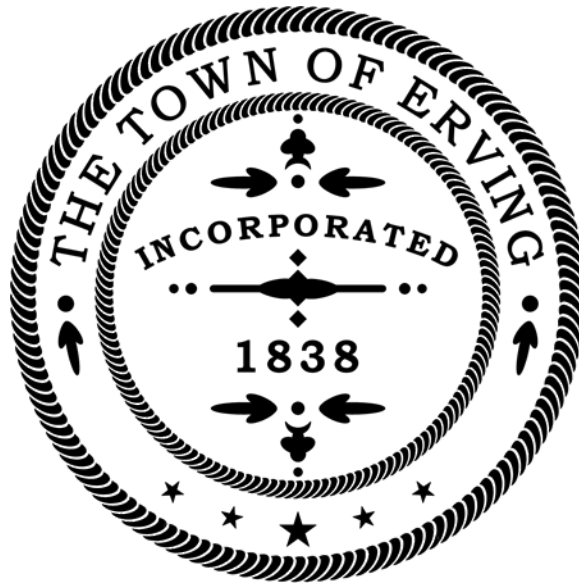
Subject to the approval of the Select Board, the Town Administrator, as Personnel Administrator, may, from time to time, issue policies and procedures and other guidelines affecting the administration of this Personnel Bylaw.

SECTION 20. SEVERABILITY CLAUSE

Each provision of this Bylaw shall be construed as separate, so that if any part of it shall be held invalid for any reason, the remainder shall continue in full force and effect.

SECTION 21. COLLECTIVE BARGAINING AGREEMENT

If there is a direct conflict between a collective bargaining agreement and this Bylaw, the collective bargaining agreement shall prevail over the conflicting provision(s) of this Bylaw.



TOWN OF ERVING, MASSACHUSETTS

Personnel Policies & Procedures Manual

www.erving-ma.gov/personnel

Town of Erving | 12 East Main Street, Erving, Massachusetts 01344



TOWN OF ERVING

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Email: administrator@erving-ma.gov

ADM-
Policy

Personnel Policies and Procedures Manual

Approved: _____ Date: _____
Select Board Chair, Jacob A. Smith

Issue Date / Effective Date

This manual of personnel policies and procedures is issued and effective on _____.

This policy supersedes the Town of Erving Personnel Policies manual last revised in November 2015.

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PERSONNEL POLICIES AND PROCEDURES
Town of Erving, Massachusetts

WELCOME

Congratulations and welcome as an employee of the Town of Erving! The Select Board of the Town of Erving is pleased to welcome you as a member of our team of dedicated employees that work for the betterment of our community. We hope that you will enjoy working with us in a spirit of cooperation that results in top service to our community.

This Manual details the Town's personnel policies. It is a compilation of guidelines, procedures, expectations and benefits. We hope it will help you adjust to the routines that make the Town of Erving run smoothly.

If, after reviewing this Manual, you have any questions, please consult your Department Head or the Town Administrator's Office.

Purpose, Authority, and General Provisions

In accordance with the Town's Personnel Policies By-Law, Chapter 53, § 53-1, the Town has created this Employee Personnel Manual. This Employee Personnel Manual applies to all Town employees, except those appointed by the Erving School District, and for those Town employees who are either members of a bargaining unit subject to the terms of a collective bargaining agreement or non-bargaining unit employees who are parties to an individual employment agreement. It sets forth the terms and conditions of employment for those Town employees to which it applies.

These personnel policies establish an efficient system of personnel administrations. They provide a broad view of employee guidelines, practices, and job expectations in conformance with federal and state statutes.

This document is not an expressed or implied contract between the Town of Erving, any employee, or any group of employees, and is for informational purposes only. It is not all inclusive and is intended to offer only general guidelines. The policies, benefits, and operating procedures contained in this Manual are not intended to create and are not to be construed to create any contract, agreement or legally binding obligation between the Town of Erving and its employees. Any highlights of benefits contained in this Manual are not intended to take the place of more detailed benefit plan documents. Descriptions in the plan documents will override the information in this document in the event the information presented in these Manual conflicts with the information in the plan documents. This Manual does not guarantee any specific level of benefits or continuation of any specific benefits. The Select Board reserves the right to change, suspend, or discontinue the provisions of these policies, procedures, benefits and guidelines at its sole discretion, with or without notice. The Select Board has the exclusive authority to make final determinations on issues resulting from a lack of clarity of these policies.

The Select Board has the authority to make all appointments and effect discharge from any position not under the jurisdiction of another Town Board or Commission (Appointing Authority). Certain other Town Officers have the right to make appointments, supervise, discipline and terminate personnel within their department. The Select Board may delegate authority detailed in this policy to Town staff, subject to the Select Board's final approval.

Unless otherwise provided for in a collective bargaining agreement or individual employment agreement, all individuals employed by the Town of Erving are employed "at will", and the relationship may be terminated by either party at any time, with or without cause, and with or without notice.

Only the Select Board or the authorized Board, or Commission can create an employment agreement. In such case, a signed and written agreement is required.

This Manual is an explanation of benefits, policies, practices and procedures, only. Any highlights of benefits contained in this Manual are not intended to take the place of more detailed benefit plan documents. Descriptions in the plan documents will override the information in this Manual in the event the information presented in this Manual conflicts with the information in the plan documents. This Manual does not guarantee any specific level of benefits or continuation of any specific benefits.

Benefits Waiting Period

The first 30 days of employment with the Town of Erving will be the benefits waiting period for all benefits-eligible employees.

Applicability & ADMINISTRATION

These policies shall be applicable to all employees, whether exempt or non-exempt. In any instance where these policies conflict with federal or state laws, such laws shall be deemed to prevail.

The Town of Erving Select Board is charged with administering and maintaining the Bylaw and Personnel Policies as hereinafter provided and may establish, rescind, or amend such administrative procedures it considers necessary for the implementation of these rules. Such procedures and any amendments thereto shall become effective upon a majority approval by the Select Board. All lawful and statutory rights of the Town Administrator, the Select Board and Department Heads not specifically covered herein shall be, and are hereby reserved to them.

ARTICLE 1: HOURS OF WORK, BREAKS & OVERTIME

Work Schedule

The regular workday for Town of Erving employees will be set forth in the schedule posted by each employees' respective department. Each respective department's work schedule will be sent to the Select Board. Supervisors are required to record all absences, tardiness, and early departures and the specific reason(s). Absences, tardiness, and early departures for unsatisfactory or unapproved reasons may be grounds for disciplinary action up to and including termination.

Meal & Break Periods

All employees who work at least six (6) hours in a calendar day shall be granted regular thirty-(30-) minute meal periods each workday, which shall, whenever possible, be scheduled at the middle of the normal workday. Time allowed for meal periods shall be unpaid and shall not constitute a part of the paid workday. The Town encourages and requires employees to take their lunch break. During their meal break, employees shall be free of all duties and are free to leave the workplace. Meal periods for Police Officers shall be paid and such Police Officers shall remain on call during their meal break.

All employees' work schedules shall also provide for up to two (2) fifteen-minute paid breaks – one during each one-half shift of the normal workday.

Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of the need for overtime will be provided to the Town Administrator by the Department Head or their designee. All overtime work must be pre-approved by the Department Head or their designee. Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour restrictions, and is based on 40 hours per week, actual hours worked. Time off for vacation time, sick or personal leave or any other leave of absence will not be considered hours worked for purposes of calculating overtime.

Payroll and Timekeeping

Effective July 1, 2023, the Town's workweek will run from 12:00 a.m. on Saturday through 11:59 p.m. on Friday. All timekeeping submissions for the preceding two weeks of the Town's bi-weekly payroll period must be submitted to the Treasurer's Office by 9:00 a.m. on the Monday following the close of the second workweek of the bi-weekly payroll period. **[Note: The Town's current workweek runs from 12:00 a.m. Monday through 11:59 p.m. Sunday.]**

Timekeeping Federal and state laws require the Town to keep an accurate record of time worked in order to calculate employee pay and benefits. Accurately recording time worked is the

responsibility of every employee and supervisor. With this in mind, all employees must record and verify all time worked on a daily basis and submit bi-weekly time sheets or other methods of recording time worked, as may be determined by the Town in its sole discretion (through the Treasurer) from time to time, to their supervisor for approval. Employees may not work overtime hours or record another employee's time without prior approval from a department head.

Massachusetts and/or federal law require certain deductions from employee compensation, including any applicable federal or state income taxes and Medicare. All employee deductions for participation in benefits programs are made through payroll. Employees who have any questions about the amount or manner in which deductions are made from their paychecks should speak with the Payroll and Benefits Coordinator in the Treasurer's Office. The Town takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. If there is an error in the amount of pay, the employee must promptly bring the discrepancy to the attention of their supervisor and to the payroll coordinator so that corrections can be made as quickly as possible. This includes overpayment as well as underpayment.

Department Heads

When requested by the Select Board or any other applicable appointing authority to attend Board or Commission, and Town Meetings, Department Heads will schedule the meeting time into their regular weekly hours, whenever practicable.

Hazardous Weather Conditions

The Town of Erving may close work sites due to hazardous weather conditions as recommend by the Select Board. The Chair of the Select Board will make the determinations of closings. The Select Board chair will call the Town Administrator with the determination of whether or not Town Offices or work sites will close or remain open. In the event that Erving Town Offices and or work sites are closed by the order of the Chair of the Select Board due to inclement weather or emergency conditions, those non-exempt hourly employees scheduled to work that day who are unable to perform their job duties by working remotely will receive paid leave equal to the number of hours that they were actually and regularly scheduled to work that day, while exempt employees will be paid their regular salary. Essential personnel, such as but not limited to police, highway, and wastewater employees, must report to work during winter weather conditions unless and until otherwise specifically directed. Employees will be notified using the Town's Smart 911 notification system and the Town will use the Town website and local media stations to notify the general public.

Employees who are capable of performing the essential functions of their respective positions remotely will be required to do so in the event a work site or Town Office is closed. Details relating to remote work are contained in the Town's Remote Work Policy.

The Chair of the Erving Select Board shall determine closing/hazardous weather conditions if non-essential employees are required to report on a day-by-day basis.

Any staff person who is concerned with weather conditions when the office remains open may choose to use their own vacation or personal leave time, but first must advise their supervisor of their intention to use such leave as soon as possible and prior to the start of their scheduled shift. If a decision is made to close the office, the staff person is required to use vacation or personal leave time only up to the time of the closing at which time administrative leave may be used, but only up to employees' daily hours.

The Town of Erving takes an aggressive stand toward potential risks and losses inherent in the operation of the Town. If employees see a dangerous condition or safety hazard, they must immediately report it to their supervisor. Maintaining safe work conditions requires the cooperation of all employees. All employees using a vehicle for Town of Erving purposes shall wear a seat belt in accordance with state law. Attention to personal safety cannot be overemphasized. If an employee has suggestions regarding additional safety measures, the employee is encouraged to share them with their Department Head.

DRAFT

ARTICLE 2: EMPLOYEE BENEFITS

The Town of Erving offers certain benefits to eligible employees including health and life insurance. All benefits-eligible Town employees shall be eligible to enroll and participate in the Town's group health, dental, and life insurance plans as determined by the Town and as outlined in accordance with M.G.L. c. 32B. The Town may, in its sole discretion, change, suspend, or discontinue any or all benefits with or without notice.

Benefits currently offered by the Town of Erving to eligible employees in accordance with the terms of the respective benefits include the following:

- Health insurance;
- Dental insurance;
- Life insurance;
- Short Term Disability insurance;
- Long Term Disability insurance;
- Flexible Savings Accounts (FSA);
- Employee Assistance Program (EAP)

The contact information for all of the Town's benefit providers is maintained by the Treasurer's Office, which contact information may be amended from time to time, and is listed in Appendix C of this Policy. For more information about any of these benefits, see the Treasurer or Town Administrator.

Health & Dental Insurance

All benefits eligible employees are entitled to participate in the health insurance programs offered by the Town. Eligibility is in accordance with M.G.L. c. 32B and the Town's policies. Employees must comply with all applicable notice requirements regarding dependents and selection of benefits. The Town of Erving is a member of the Hampshire Group Insurance Trust for health insurance through Blue Cross & Blue Shield. Benefits eligible employees are eligible for coverage effective the date of hire and must enroll within thirty (30) days of the date of hire, otherwise employees must wait until the open enrollment period. Open enrollment is held from April to May annually with benefits years beginning with the fiscal year on July 1st. Benefits eligible employees who are interested should speak to the Treasurer's Office for information on the plans and information regarding enrollment.

When an employee voluntarily terminates their employment, they will continue their health & dental insurances until the end of the month in which they resigned, given that their premiums have been paid in full.

Basic Life Insurance

The Town of Erving will offer a basic life insurance policy for all eligible employees at the time of their initial employment. Employees may be able to adjust and add additional life insurance

coverage throughout their employment with the Town after their initial hire. Employees interested in making these adjustments should speak with the Treasurer's Office to complete the necessary paperwork and payroll deductions.

When an employee voluntarily terminates their employment, they will continue their life insurances until the end of the month in which they resigned, given that their premiums have been paid in full.

Short- & Long-Term Disability Insurance

The Town of Erving offers short-term and long-term disability insurance options for benefits eligible employees. Interested benefits eligible employees can choose to enroll in these plans at any time after their hire date. Interested employees should speak to the Treasurer's Office for information on the plans and regarding enrollment.

Flexible Savings Accounts

The Town of Erving offers a Flexible Savings Account (FSA) option for benefits eligible employees. Interested eligible employees can choose to enroll in a pre-tax deducted account to be spent on eligible health related expenses. Interested benefits eligible employees should speak to the Treasurer's Office for information on the plan and regarding enrollment.

Employee Assistance Program

An employee, who is experiencing difficulties in their personal life to the extent that job performance, workplace atmosphere or general well-being is affected, is encouraged to seek help through the Employee Assistance Program (EAP). The EAP is designed to help employees and their family members by providing crisis intervention, assessment, referral and short-term counseling services in order to help identify and resolve personal issues and stress, illness, alcohol or other drug abuse, legal issues, financial or marital difficulties, as well as any other distresses. The EAP program is confidential and information cannot be released without the employee's permission except as required by law.

This service is currently provided through AllOne Health Employee Assistance Program (EAP) 24 hours/ 7 days per week. AllOne Health can be contacted by:

- Calling 1- (800) 451-1834
- Visiting the website: <https://myassistanceprogram.com/miia-eap/>

As noted in the introductory section of this Manual, the Select Board reserves the right to change, suspend, or discontinue the provisions of this program, at its sole discretion, with or without notice.

ARTICLE 3: COMPENSATION PLAN

Administration

Each classified position shall be placed in a pay grade with those other positions that are sufficiently similar with respect to difficulty, responsibility and character of work as to require the same amount of experience and training for satisfactory performance and pay within the established pay range. The Town's Classification and Compensation Plan does not apply to employees in positions that are part of a collective bargaining unit. A list of the positions in the Town's Classification and Compensation Plan is attached to this Manual in Appendix B.

Position Description

A position description, also known as a job description, is a written outline of responsibilities for each job in the classification plan. The position description will be the standard for classifying individual positions and for determining when reclassification may be warranted, as well as for assisting in any dispute over whether an employee is performing assigned duties of a higher pay grade. The statements contained in such position descriptions, which are to be provided to the Town's Personnel Board and/or the Select Board, in the event the Select Board is performing the functions of the Personnel Board, and/or by any Town Department Heads or any applicable Appointing Authority other than the Select Board, are descriptive and not restrictive, and are reviewed to note any significant changes that may have taken place during the preceding year.

Reclassification

Reclassification of positions will occur when the actual duties of a position merit transfer to another pay grade reflecting its duties, authority and responsibility. All decisions regarding reclassification shall be made in the sole discretion of the Select Board, after reviewing recommendation(s) from the Department Head and Town Administrator.

Pay Plan

The pay plan consists of pay grades directly related to each classification level. Each pay grade shall have established minimum and maximum pay rates set forth in a step scale. No non-exempt employee shall receive pay at any rate other than that rate which is within the step scale established for the classification level of their position, unless approved by the Select Board. The Select Board shall have the authority to make and approve changes in employee compensation resulting from such personnel actions as reclassifications, promotions, demotions, and transfers or because of abolishment, modification, or establishment of classes within the approved budget. Employees currently receiving a wage rate over the maximum of the recommended wage range will not have their wage rate reduced as a result of any classification study. The employee will have their salary "red circled"; that is, they will not receive a wage or salary step increase until their current salary rate no longer exceeds the maximum salary rate of the pay grade for their classification level, unless otherwise approved by the Select Board upon the recommendation of the Department Head and the Town Administrator.

The Select Board may also increase employees' base wages on an annual basis, if the Select Board, in its sole discretion, votes to do so.

Not less than every five (5) years, the Town shall perform a market comparison that reviews position descriptions, benefits and compensation.

Starting Rates

Employees appointed to positions will ordinarily be compensated within the first three (3) steps of the applicable pay range for that position's respective grade. Subject to the approval of the Select Board, however, appointment at a wage rate above the first three (3) steps of the applicable pay range may be made based upon exceptional qualifications of the applicant or by a lack of qualified applicants available at the minimum rate.

Rate of Pay for Promotion

When a regular employee is promoted to a position classification in a higher pay grade, the employee shall be placed in the new salary schedule such that their salary in the promoted position is at a step on the scale that is the next highest monetary pay rate above the employee's rate of pay in their prior position. The Town, in its sole discretion, however, may place the promoted employee at a step up to ten percent (10%) higher than the employee's pay rate in the position from which the employee is promoted based on the employee's prior experience.

Rate of Pay for Transfer or Demotion

When a regular employee is transferred from a position in one class to a position in another class at the same pay rate, or is transferred with no change in class, the employee shall continue to be paid at the same rate. When a regular employee is demoted to a lower classification level, their salary shall be set at the same step in the lower grade.

Pay for Temporary Assignments Outside Classification

When an employee is temporarily assigned to perform the duties of a position in a class with a higher pay range for thirty (30) or more consecutive workdays, the employee shall be compensated at a rate at least equal to the minimum rate for the higher position for the duration of the temporary assignment.

An employee who is temporarily assigned to perform the duties of a position in a class with a higher pay range on an intermittent basis may, in the Town's sole discretion, prospectively be compensated at a rate at least equal to the minimum rate for the higher position while actually working in that higher position but only after being temporarily assigned and actually performing such duties for more than thirty (30) work days in the aggregate.

Longevity

I. Policy

1. Upon the completion of an employee's fifth (5th) year of continuous employment with the Town of Erving, a full time employee shall receive an annual stipend of five hundred dollars (\$500.00), less taxes and withholdings. The stipend shall be paid no later than the second payroll following the employee's anniversary date.
2. Any employee departing the Town's employ before completing their first five years' anniversary date or any subsequent anniversary date will not be entitled to a prorated longevity payment for the partial fifth (5th) year of employment with the Town.
3. For the purposes of calculating their overtime and call back rates of pay, employees will have their base pay rate increased because of their longevity benefit.
4. Continuous employment shall include periods while on Workers Compensation for injury related to employment with the Town, and periods performing military service under orders, provided that no employment other than military service under orders is entered into during the period of interruption, and that the employee returns to Town service within thirty (30) days after honorable discharge from active military service, or immediately upon release from reserve duty. An employee who elected an unpaid leave of absence of more than twelve (12) weeks per fiscal year shall have their longevity payment adjusted by the number of calendar days spent on such unpaid leave.
5. At the anniversary date of each subsequent five (5) years of continuous employment a full time employee shall receive an increase of an additional two hundred and fifty dollars (\$250.00), less taxes and withholdings, until the maximum stipend of One Thousand Two Hundred and Fifty dollars (\$1250.00), less taxes and withholdings, is reached. Stipends shall be paid no later than the second payroll following the employee's anniversary date and shall be considered as "regular compensation" for purposes of retirement pursuant to MGL, Chapter 32.
6. Benefits-eligible part-time employees shall receive a pro rata longevity benefit in the proportion that their part-time service bears to full-time service. Their average bi-weekly hours for the entire length of their continuous employment will be used for calculating their longevity benefit. The calculation will be renewed at each anniversary using the latest data.

II. Scope

This policy applies to all Town of Erving full-time and benefits-eligible part time employees. Elected Officials are excluded from this policy.

III. Longevity Chart¹

¹ In order to be eligible for any of the Longevity stipend payments noted below, an employee must complete each requisite five- (5-) year interval.

| Anniversary Years | Amount |
|---|--|
| Upon completion of year 5 through year 9 | \$500.00, less applicable taxes and withholdings |
| Upon completion of year 10 through year 14 | \$750.00, less applicable taxes and withholdings |
| Upon completion of year 15 through year 19 | \$1,000.00, less applicable taxes and withholdings |
| Upon completion of year 20 and subsequent years | \$1,250.00, less applicable taxes and withholdings |

Call Back Pay

Any regular full-time hourly, non-exempt employee who is called back to a work more than two (2) hours after the employee leaves their normal quitting time will receive a minimum of four (4) hours call back pay at straight time or time and one-half for the actual hours worked, whichever is greater.

Call back pay is not intended to apply when such a full-time, hourly, non-exempt employee works extra hours that merge into their regular shift (i.e., either at the beginning or end of such regular shift) or to attend a posted meeting.

Moreover, a full-time, hourly, non-exempt employee is not entitled to call back pay if they are retained on duty at the completion of their regularly scheduled shift. In such cases, the respective employee shall be paid for the hours actually worked in accordance with the law.

In the event a full-time, hourly, non-exempt employee is either called-in pursuant to this Section or if such employee's regular work hours merge with extra hours or the employee is retained on duty at the completion of their regularly scheduled shift, if the extra work said employee performs results in the employee actually working more than 40 hours in the given workweek, the Town shall pay said employee at time and one-half the employee's regular rate of pay for all hours actually worked over 40 in the workweek.

Compensatory Time

Non-salaried, non-exempt, hourly employees may accrue compensatory time for hours actually worked in excess of their regular 40-hour workweek only upon mutual agreement of both the employee and the Appointing Authority or the employee's Department Head prior to any hours actually being worked. The calculation of compensatory time shall only include hours actually worked – not sick, vacation, Family Medical Leave time, Small Necessities Leave time, any other leave time or holiday leave hours – and such compensatory time shall be accrued at time and one-half (1.5) the employee's regular rate of pay and, when taken, used on an hourly basis.

All work that would result in compensatory time being earned must have prior written approval and, where applicable, shall be charged to the project requiring the extra time.

Compensatory time must be used with thirty (30) days of it being earned, or it will be paid to the employee, unless a longer period of time is approved in writing by the supervisor and/or Appointing Authority.

Salaried, exempt employees are not eligible for overtime pay or compensatory time off. There are infrequent occasions when a professional, administrative or managerial employee may be asked to take on added responsibility that for some period of time will clearly and substantially increase the number of hours such employee works per week. When it is not possible for the individual to delegate other responsibilities or otherwise accommodate these new responsibilities to their normal work week, the principle of fairness will allow that the individuals be given paid administrative time off to compensate for the additional hours worked as a result of the added responsibility within a reasonable period. Such paid administrative time does not accrue.

Deferred Compensation

As permitted by the Federal Revenue Act of 1978, a benefits-eligible employee may, as allowed by law, choose to have part of their pay withheld and invested in a savings plan, annuity, life insurance or any combination thereof. The entire amount invested is deducted prior to the withholding of both federal and state income taxes. The plan will be administered at no cost to the employee. For more information, please contact the Treasurer's Office.

Travel Reimbursement

It is the Town's policy that employees use Town-owned vehicles for official Town business whenever practical, before requesting permission to use their own personal vehicle for official use.

Mileage for work-related travel using personal vehicles will be reimbursed at a rate based on the United States Internal Revenue Service's (IRS) then-applicable published standard mileage rate. The Town will issue an updated travel request form reflecting the new IRS rate for January of each calendar year. Receipts for parking, tolls and itemization travel must be submitted before reimbursement will be authorized.

All travel reimbursement expenses must be submitted within 60 days or expense will not be reimbursed; provided, however, that travel reimbursement requests from the preceding fiscal year must be submitted and processed before July 15th.

Meals, while on Town of Erving business, will be reimbursed on basis of receipt with a limit of \$45 per day. Meal reimbursements may include non-alcoholic beverages. Tips may be reimbursed up to 20%, as long as the total is within the limits, and with proper receipts.

An employee may be reimbursed for their meal and the meal of others if the meal was for business purposes, and was pre-approved by the Select Board or the employee's respective appointing authority.

Advance payments by Town for hotel reservation deposits will only be made directly to the hotel by the Town. If an employee pays for or charges a deposit or the entire hotel charge, reimbursement will not be made until after the employee has completed the hotel stay and then only upon the employee's submission to the Town of a receipt from the hotel or credit card showing payment of the deposit or total charge.

Any other business travel-related expenses not expressly addressed in this policy must be pre-approved by the Select Board or the employee's respective appointing authority.

Payroll Deductions

All earnings and deductions are reflected on the payroll stub. The Select Board is required to withhold the following deductions from wages (M.G.L. Chapter 149, Section 150A):

- Federal Income Tax
- Massachusetts Income Tax
- Social Security
- Pension/Retirement
- Dues Check Off
- Medicare
- Wage Garnishments (upon IRS Notice or Court Order)
- Deferred Compensation
- Other optional employee deductions (group health, life, dental, disability, etc.)

ARTICLE 4: EMPLOYEE LEAVE POLICIES

Holidays

Holiday pay is based on the number of hours a non-exempt, hourly employee would have worked on the day on which the holiday is observed, up to a maximum of eight (8) hours. For salaried, exempt employees, holiday pay for the holidays that regular employees are entitled to, with pay, are:

| | |
|-------------------------------|-------------------------|
| New Year's Day | Fourth of July |
| Martin Luther King's Birthday | Labor Day |
| Presidents' Day | Indigenous Peoples' Day |
| Patriots' Day | Veterans' Day |
| Memorial Day | Thanksgiving Day |
| Juneteenth | Christmas Day |

To be eligible for holiday pay, employees must work the day before and the day after the date on which the holiday is observed, unless they are authorized by the Town to be absent on either the day before and/or the day following the holiday.

An employee who is on leave without pay or absent for any part of their scheduled workday immediately preceding or immediately following a holiday shall not receive holiday pay for that holiday unless such absence is authorized by the employee's Department Head. If a holiday falls on a Saturday, the observed holiday and day off shall be the Friday immediately preceding the Saturday; if it falls on a Sunday, the observed holiday and day off shall be the Monday immediately following the Sunday. If the observed holiday falls on a day the benefits eligible employee is not scheduled to work, the holiday may be observed on the regularly scheduled shift that occurs immediately before or after the holiday. In such a case, the shift on which the holiday may be observed shall be subject to the approval of the employee's Department Head.

Essential employees required to work an unscheduled holiday will be paid at a time and one-half their base hourly rate of pay.

Vacation Leave

Vacation hours can be used only upon successful completion of a thirty- (30-) day benefits waiting period, which includes the probationary period. Vacation hours shall accrue from the employee's date of hire. Provided there has been no break in service greater than two (2) years, vacation accrues as follows:

| Continuous Service | Vacation Time Accrued² |
|---|--|
| Date of Hire through completion of four (4) years of eight (8) years | 6.67 hours each month (eighty [80] work hours/year) |
| Beginning of year five (5) through completion | 10 hours each month (one hundred twenty [120] work hours/year) |
| Beginning of year nine (9) through completion (one hundred of twenty (20) years | 13.33 hours each month sixty [160] work hours/year) |
| Beginning of twenty-one (21) + years | 16.67 hours each month (two hundred [200] work hours/year) |

A benefits-eligible, part-time employee who has successfully completed their benefits eligibility period shall accrue vacation leave on a pro rata basis in the same proportion that their part-time service bears to full-time service.

Vacation shall be credited for use as it is earned. The vacation year shall be on a fiscal year basis from July 1 to June 30.

Vacations shall be subject to the employee's Department Head in their sole discretion. Town employees will be allowed to carry eighty (80) hours of vacation time, plus their yearly vacation accrual, to the subsequent fiscal year.

Department Heads are responsible for making their employees aware of potential forfeiture of accrued vacation leave, on or about April 30th each year. A vacation day shall be based on the employee's regular workday. Thus, if an employee's regular workday is six (6) hours, when an employee takes a vacation day, the employee shall be paid for six (6) hours of vacation leave for that day. Employees shall provide at least two (2) weeks' notice of desired vacation time to the Department Head. Conflicts in scheduling will be resolved on the basis of seniority in continuous service and the operational needs of the Town. All employees will be required to take vacation time in hourly increments unless otherwise approved by Department Heads. Increments cannot be reduced to less than one (1) hour. Three (3) consecutive weeks of vacation may only be allowed if the Department Head/Select Board grants an exception in advance of the requested leave period.

Whenever the employment of any person subject to the provisions of this Policy, is terminated during the year, the employee or their estate (if the employee is deceased), shall be paid for the employee's accrued, unused vacation time.

Sick Leave

Accrual

² The vacation accrual rates set forth in this table are based on a full-time employee who actually works forty (40) hours per workweek. Benefits eligible part-time employees who have successfully completed their probationary period shall accrue vacation leave on a pro rata basis.

Sick leave hours can only be used after an eligible employee has actually worked for a period of the thirty (30) day waiting period from the commencement of their employment. Sick leave hours shall accrue on a pro rata basis from the employee's employment date. Benefits-eligible employees shall accrue sick leave at the rate of eight (8) hours each month for full-time employees (pro-rated for eligible part-time employees), not to exceed a total of ninety-six (96) hours per year. A benefits-eligible employee shall not accrue sick leave for any month in which the employee was on leave without pay or absent without pay for a total of more than one (1) day.

All sick days shall be equal to number of hours an employee works during the employee's regular work day. For example, if an employee's regular work day is six (6) hours, when an employee takes a full sick day, the employee shall be paid for six (6) hours of sick leave for that day. Unused accrued sick leave may be accumulated only up to a total of one hundred fifty (150) days. Sick leave pay must be taken in one (1) or more full-hour increments.

Sick leave will not be advanced before it is accrued. When an employee's required time away from work continues beyond their accrued, unused sick time, the employee must use compensatory or other leave time if it is available. Otherwise, the employee's time off shall be unpaid.

Sick Leave Buy Back

Benefits-eligible employees with five (5) or more years of service who have accumulated more than four hundred (400) unused sick leave hours on June 30th of each year, may "sell back" a maximum of eighty (80) sick leave hours each year at fifty percent (50%) of their regular hourly wage. The employee must advise the designee of the Select Board of their decision to "sell back" up to eighty (80) sick leave hours on or before each July 10th and the request to "sell back" such accumulated, unused sick leave hours must be submitted to the Treasurer by July 31st of that year. To be eligible to "sell back" sick leave hours, however, an employee must retain a minimum of four hundred (400) accrued, unused sick leave hours after selling any sick leave hours back to the Town.

Retirement Buy Out

Benefits-eligible employees who have accrued four hundred (400) sick leave hours or more will be compensated upon retirement up to a maximum of four hundred (400) sick leave hours at twenty-five percent (25%) of their regular hourly wage as of the date of their retirement.

Sick Leave Usage

Sick leave shall be granted, at the discretion of the Department Head, to an employee only under the following conditions:

- (1) when an employee cannot perform their duties because the employee is incapacitated by personal illness or injury;
- (2) when the spouse, child or parent of either the employee or their spouse, or a relative living in the household of an employee, is seriously ill, the employee may utilize sick leave credits up to a maximum of one hundred twenty (120) sick leave hours per calendar year;

- (3) when, through exposure to contagious disease, the presence of the employee would jeopardize the health of others; and/or
- (4) when there is a need to keep a medical or dental appointment which cannot reasonably be scheduled outside of normal working hours.

With the exception of absences from work due to a positive COVID-19 result from a home testing kit, where an employee has been absent from work due to the employee's own illness or injury in excess of four (4) consecutive days, the employee will be required to produce a physician's certificate of their fitness to work, to be submitted to the Department Head and the Town Administrator.

Notification

Notification of absence due to illness must be made to the employee's Department Head at least one (1) hour prior to the beginning of the employee's regular scheduled start time on the day of absence.

Suspected Sick Leave Abuse

Where an employee's Department Head has reason to believe that sick leave is being abused, the Department Head may require satisfactory medical evidence from the employee. This request shall be in writing and shall cite specific reasons for the request. When medical evidence is requested, such request shall be made as promptly as possible and in no case later than five (5) days from the date of the request. To the extent possible, the employee shall receive prior notice that the Department Head believes the employee is abusing sick leave and that the employee may be required to produce medical evidence for future use of sick leave.

"Satisfactory medical evidence" shall consist of a signed statement by a licensed Physician, Physician's Assistant, Nurse Practitioner, Chiropractor, or Dentist that the employee has personally examined the employee; a statement that the employee was unable to perform their duties due to the specific illness or injury on the days in question; and a prognosis for the employee's return to work.

In cases where the employee is absent due to a family or household illness or injury, "satisfactory medical evidence" shall consist of a signed statement by medical personnel (listed above) indicating that the person in question has been determined to be seriously ill and needing care on the days in question.

A medical statement provided pursuant to this section shall be on the letterhead of the attending medical professional and shall list an address and telephone number. Failure to provide "satisfactory medical evidence" within seven (7) days of its request may result, at the discretion of the Department Head, in denial of sick leave for the period of absence and discipline, up to and including termination from employment if it is determined that the employee abused sick leave.

Termination of Employment

Upon termination of employment with the Town, all sick leave benefits accumulated or otherwise, shall cease.

Personal Days

All benefits-eligible employees, who have continuously worked for the Town and completed the thirty- (30-) day benefits waiting period, shall be credited, each July 1st, with twenty-four (24) paid personal leave hours to be taken in one- (1-) or more hour increments. During an employee's first year of employment, eight (8) hours of personal leave shall be credited to the employee after every four (4) months of continuous employment; provided, however, on July 1st of the year following the calendar year in which the employee was hired and all subsequent years, the employee shall be credited with twenty four (24) paid personal leave hours.

Personal leave hours shall be credited on a pro rata basis based on a 40-hour work week and are paid based on the employee's regular work hours. Thus, if an employee's regular work day is six (6) hours, when an employee takes a personal day, the employee shall be paid for six (6) hours of personal leave for that day. Use of personal leave hours must be scheduled with the approval of the Department Head at least two (2) weeks prior to their expected use. Any paid Personal leave not taken by June 30th shall automatically be forfeited by the employee. Likewise, all unused Personal days shall be forfeited when employment terminates for any reason.

Bereavement Leave

In the event of death in the immediate family of a benefits-eligible employee, the employee shall be granted three (3) consecutive days' leave at time of death without loss of pay. For the purposes of bereavement leave, "immediate family" shall include an employee's parent, sibling, spouse, child, sibling-in-law, parent-in-law, grandparents, grandchildren, step-parent, step-child, step-sibling, step-grandparents.

Benefits-eligible employees shall also be granted one (1) day of bereavement leave for the death of extended family members such as an aunt, uncle, cousin, niece, or nephew.

A bereavement leave day shall be based on the employee's regular work hours and shall be granted and used on a pro rata basis. Thus, if an employee's regular workday is six (6) hours, when an employee takes a bereavement leave day, the employee shall be paid for six (6) hours of bereavement leave for that day.

A department head may at their discretion approve an additional day as bereavement leave in extenuating circumstances (e.g., weather related travel delay).

Bereavement leave shall in no way be related to regular vacation time or sick leave. The employee in question shall be responsible for notifying the Department Head of funeral arrangements. Benefits-eligible part-time employees will receive a bereavement benefit in the same proportion that their part-time service bears to full-time service.

Military Leave

General: An employee shall be entitled to leave of absence during the time of actual service in the Armed Forces of the Commonwealth or the United States, or during their annual tour of duty not exceeding ten (10) workdays (i.e., no more than eighty (80) work hours) as a member of a reserve component of the Armed Forces of the United States or the Commonwealth, and shall receive their regular compensation as an employee for the 10-workday (i.e., 80-work hour) period of the leave for training purposes.

Notification: Each employee is responsible for notifying their Department Head of the date they are leaving for military service and provide written proof from military or selective service officials to the Town Administrator indicating date of departure and length of service required.

Effect On and Use of Benefits:

- A. Sick and vacation leave will continue to accrue during the 10-workday (i.e., 80-work hour) period of military leave for training purposes.
- B. The period of any military leave shall be included in employee's time of continuous service.
- C. If military duty exceeds ten (10) workdays (i.e., 80 work hours), an employee may credit all or part of their vacation entitlement to the period of military leave.

Difference in Pay, if Any, During Active Duty Deployment (Other Than for Training)

In the event an employee is on active duty (other than for training) for any of the following reasons (listed below) and the employee's military pay is less than the employee's regular compensation as a Town employee, the Town shall pay the difference between what the employee receives in military pay and the employee's regular compensation as an employee of the Town:

1. service performed in a uniformed service if the employee was ordered to, or retained on, active duty due to:
 - (i) involuntary active duty by a military retiree;
 - (ii) involuntary active duty in wartime;
 - (iii) retention on active duty while in captive status;
 - (iv) involuntary active duty during a national emergency for up to 24 months;
 - (v) involuntary active duty for an operational mission for up to 270 days;
 - (vi) involuntary retention on active duty of a critical person during time of crisis or other specific conditions;

- (vii) voluntary or involuntary active duty by retired Coast Guard officer;
 - (viii) voluntary or involuntary active duty by retired Coast Guard enlisted member;
 - (ix) involuntary retention of Coast Guard enlisted member on active duty; and
 - (x) involuntary active duty by Coast Guard Reserve member for natural or man-made disasters;
2. service under an order to, or to remain on, active duty (other than for training) because of a war or national emergency declared by the President or Congress, as determined by the Secretary of Labor;
 3. service performed under an order to active duty (other than for training) in support, as determined by the Secretary of Labor (or any person designated by the Secretary of Labor), of an operational mission for which personnel have been ordered to active duty as determined by a proper military authority;
 4. active duty in support, as determined by the Secretary concerned, of a "critical mission or requirement of the uniformed services" in times other than war or national emergency and when no involuntary call up is in effect; and
 5. federal service by members of the National Guard called into action to respond to an invasion or danger of invasion, rebellion or danger of rebellion, insurrection, or the inability of the President with regular forces to execute the laws of the United States.

Court Service (Jury Duty)

- A. An employee who shall be required to serve on a jury on days the employee is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid their base wages for the first three days from work, or a part thereof, of such juror service, at their base hourly rate of pay. For fourth and subsequent days of such juror service, the employee shall be paid the difference between the amount received as juror compensation, less any juror travel allowance, and the employee's base wages.
- B. Any employee required to serve on any federal jury on days the employee is scheduled to work shall be paid the difference between the amount paid for juror service, less any juror travel allowance, and the employee's base rate.

- C. An employee seeking compensation in accordance with this section shall notify their Department Head after receipt of the notice of selection for jury duty, and shall furnish a written statement to the Town showing dates of juror service, time served, and amount of juror compensation received.

Parental Leave

Introduction

In accordance with Massachusetts General Laws Chapter 149 Section 105D, full-time employees³ of the Town of Erving (the “Town”) who meet the eligibility requirements as provided below, will be entitled to Parental Leave for the birth, adoption or placement of a child.

Employee Eligibility

To be eligible for Parental Leave, employees must have been employed full-time by the Town for at least three (3) consecutive months.



Leave Entitlement

An eligible employee will be granted an unpaid leave of absence of up to eight (8) weeks for the birth of a child or placement of a child under the age of 18, (or under the age of 23 if the child is mentally or physically disabled) where the employee adopts or intends to adopt the child.

If two employees who work for the Town apply for such leave for the birth or adoption of the same child, each employee shall be entitled to eight (8) weeks of parental leave.

Family and Medical Leave (FMLA)

An eligible employee may take Parental Leave under this policy, even if the employee is not eligible for FMLA leave or has exhausted their entitlement to FMLA leave. If, however, an employee is also eligible for FMLA leave, leave taken under this policy will run concurrently with an employee’s Family and Medical Leave.

Use of Paid Leave

Although Parental Leave is unpaid, an employee may voluntarily elect to use paid leave (vacation, and personal leave, and paid sick leave in instances where the provisions of sick leave apply). Any such use of paid leave will be in accordance with the Town’s leave policies.⁴

Maintenance of Health Benefits

³ For purposes of this policy, an employee who is scheduled to work at least 40 hours per week is deemed to be a “full-time” employee.

⁴ In accordance with the Massachusetts Parental Leave Act, employees cannot be required to use accrued paid vacation leave, personal leave, or accrued sick leave with all or part of the employee’s parental leave, even if the employer requires employees who take leave for other types of reasons to use such paid leave benefits.

The Town will maintain group health insurance coverage for an employee while on Parental Leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work, as long as the employee is able to pay their required share of the cost on a monthly basis. The employee will be responsible for making arrangements with the Town to pay their share of health insurance premiums while on leave. Continued coverage is subject to timely premium payments.

Benefit Continuation

The use of Parental Leave will not affect the employee's rights to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs and other benefits for which the employee was eligible as of the date of the leave or any other advantages or rights of employment incidental to the employment position; provided, however that the period of time of any unpaid Parental Leave, is not included in the computation of further benefit accruals, rights and advantages.

Notice Requirements

Employees are required to provide at least two (2) weeks' notice to the employer of the employee's anticipated date of departure and the employee's intended day of return, provided, however, an employee may provide notice "as soon as practicable" if the delay in providing notice is "for reasons beyond the individual's control."

Job Restoration

Upon return from Parental Leave, every effort will be made to restore an employee to their original job. If that is not possible, to an equivalent job with equivalent pay and other employment terms and conditions, unless other employees of equal length of service, status and in similar positions have been laid off due to a legitimate reduction in work force. The employee on paternity leave shall, however, retain any preferential consideration for another position to which they may be entitled as of the date of their leave, to the extent that the Town has such a policy. An employee's use of Parental Leave will not result in the loss of an employment benefit that the employee earned or was entitled to before using Parental Leave.

Leave of absence beyond eight (8) weeks

If an employee on Parental Leave is not subject to FMLA the employee may request additional unpaid leave for parenting by petitioning the Appointing Authority. The employee shall be eligible for the rights under Section I above, unless the Appointing Authority notifies the employee in writing prior to the parental leave and again prior to the extension of that leave, that taking longer than eight (8) weeks of parental leave may result in a denial of reinstatement or loss of other rights and benefits.

Departmental Procedures

The Town Administrator may establish procedures to implement and carry out this policy, consistent with the policy.

Small Necessities Leave Act (SNLA) Policy

The Town of Erving will comply with the provisions of the Massachusetts Small Necessities Leave Act (SNLA), which permits eligible employees to take up to a total of 24 hours of unpaid leave within a rolling 12-month period.

The SNLA covers only employees who have been employed by the Town for one (1) year and have worked at least 1,250 hours during the previous 12 months. Leave under the SNLA is in addition to leave which may be available to an employee under the federal Family and Medical Leave Act of 1993.

The SNLA permits an employee leave for the following purposes:

- (1) To participate in school activities directly related to the educational advancement of a child, step-child or grandchild of the employee, such as a parent-teacher conference or interviewing for a new school;
- (2) To accompany a child, step-child or grandchild of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
- (3) To accompany a spouse, legal dependent or an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services relating to the spouse's, legal dependent's or elder's care, such as interviewing at nursing or group homes.

The 24 hours may be taken within the 12-month calendar year period and the time may be taken on an intermittent (i.e. 2 hours to attend a parent-teacher conference) or reduced-time schedule.

An employee is required to provide their department with seven (7) days' notice of the need for the leave if the leave is foreseeable. If the necessity for the leave is not foreseeable, the employee is required to provide notice of the leave as soon as practicable.

The law provides for an unpaid leave. An employee may elect to use any available accrued vacation, personal or sick leave benefits provided the use of such time is in accordance with the Town's leave policies.

Erving may require the employee to substitute any of the employee's paid vacation leave, personal leave or sick leave for the leave provided for by the SNLA. A department head may require that written certification or documentation support a request for leave under the SNLA.

Training, Education and Conferences (Professional Development)

The Town of Erving endeavors to promote both individual and institutional training programs. Upon successful completion of the introductory period, employees may request to participate in work-related educational training. These requests must be approved by the employee's immediate supervisor prior to attendance at any such training sessions. The Town of Erving may

reimburse reasonable costs of such training if fiscally feasible and prior written approval is received.

DRAFT

APPENDIX A- ADMINISTRATIVE POLICIES

The following administrative policies are also part of the Town’s administration of personnel benefits, leaves, and expectations. They are available upon request, by visiting www.erving-ma.gov/personnel and/or by clicking the links provided.

Administrative Policies

| Policy Number | Policy Name | Last Revision Date |
|-------------------------|--|----------------------------------|
| ADM-001 | Americans with Disabilities Act Non-Discrimination Notice & Grievance Policy | August 29, 2022 |
| ADM-020 | Criminal & Sexual Offender Records Information Policy | August 29, 2022 |
| ADM-021 | Health Insurance Portability & Accountability Act Policy | August 29, 2022 |
| ADM-100 | Workplace Violence Prevention Policy | TBD |
| ADM-101 | Sexual Harassment Prevention Policy | July 18, 2022 |
| ADM-102 | Protected Class Harassment Prevention Policy | July 18, 2022 |
| ADM-110 | Drug & Alcohol-Free Workplace Policy | August 29, 2022 |
| ADM-111 | No-Smoking Policy | October 31, 2022 |
| ADM-120 | Fraud Prevention Policy | TBD |
| ADM-130 | Whistleblower Protection Policy | TBD |
| ADM-150 | Pregnant Workers Fairness Act Policy | TBD |
| ADM-180 | Domestic Violence Leave Policy | TBD |
| ADM-201 | Consolidated Omnibus Budget Reconciliation Act (COBRA) Policy | October 3, 2022 |
| ADM-202 | Retirement Plan Participation & Insurance Policy | August 29, 2022 |

APPENDIX B- PAY PLANS

To be inserted

APPENDIX C- BENEFIT PROVIDERS & CONTACTS

Health Insurance:

Blue Cross Blue Shield – 1(800)-486-1136
<https://www.bluecrossma.org/>

Hampshire County Group Trust – 1(413)-584-1300
<https://hcgit.org/>

Dental Insurance:

Guardian – 1(888)-600-1600 Group Number: 00437465
<https://www.guardianlife.com/dental-insurance>

Life Insurance, Optional Life Insurance, Long Term Disability Insurance:

Boston Mutual – 1(877)-624-2249 Customer Service
1(877)-212-2950 Claims Service
<https://www.bostonmutual.com/>

Other Optional Insurances:

Colonial Life – 1(800)-325-4368 Customer Service
1(800)-880-9325 Claims Service Fax
<https://www.coloniallife.com/>

Flexible Spending Account:

Ameriflex – 1(888)-868-3539
<https://myameriflex.com/>

Short Term Disability & Cancer Insurance:

American Heritage Life Insurance/Allstate –
1(800)-521-3535 Customer/Claims Service
<https://www.allstate.com/allstate-benefits/main.aspx>

Franklin Regional Retirement System

1(413)-774-4837
<https://frrsma.com/>

Massachusetts Teachers Retirement System:

1(617)-679-6877
<https://mtrs.state.ma.us/>

Nationwide Retirement (OBRA & Deferred Compensation):

1(877)-496-1630
<https://www.nrsforu.com/iApp/rsc/login.x>

403(b) (School Employees)

AIG Retirement Service (VALIC) 1(800)-448-2542

Equitable 1(800)-628-6673

<https://www.tsacg.com/individual/plan-sponsor/massachusetts/town-of-erving/>

ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING

I am in receipt of Erving's Personnel Policies and Procedures Manual. I received the Manual on _____ (date). The enclosed policies were explained to me and I had an opportunity to review and read the policies.

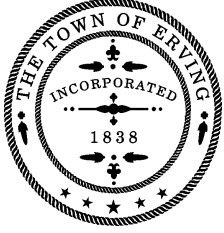
I understand it is my responsibility to be familiar with and adhere to the provisions of these policies.

EMPLOYEE PRINTED NAME

EMPLOYEE SIGNATURE

DATE

Note: A copy of this acknowledgement form will be placed in the employee's personnel file.



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800

Fax 413-422-2808

Email: administrator@erving-ma.gov

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

Bryan Smith
Town Administrator

December 14, 2022

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

RE: Proposed Bylaw Revisions Regarding the Cemetery Commission

I am following up on your conversation about the Cemetery Commission from the bylaw conversation on August 29, 2022, and August 1, 2022. Prior to these dates, the Board previously discussed this matter in March of 2021. After discussing the matter with the Town Counsel, I proposed 2 potential bylaw amendment articles for that year's annual Town Meeting. Though the Board considered this recommendation on August 29th no formal decisions have been made and Town Clerk Newton is looking for guidance so that he can provide feedback to the General code.

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

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

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

Bylaw Article: Cemetery Commission: Membership and Duties.

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

Cemetery Commission

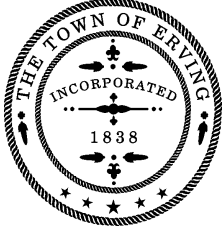
1. Membership & Terms

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

2. Duties

A. The Cemetery Commission's responsibilities shall include, but shall not be limited to, the operation of the Town of Erving cemeteries, to appoint staff for the care of the Cemetery, divide unsold lots, and to issue deeds for the right of burial.

- B. The Cemetery Commissioners shall be authorized to establish rules and regulations and to determine fees, as may be amended from time to time.



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

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

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

Bryan Smith
Town Administrator

December 14, 2022

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

Background:

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

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

On August 29, 2022 the Select Board authorized Selectman Bastarache to work with Counsel and the buyers to finalize the purchase and sale agreement for both properties and to work towards the final sale of the properties. The buyer has applied for and has been approved for a special permit at 18 Pleasant Street by the Planning Board. Town Counsel has drafted the deeds for sale of each property and has tentatively scheduled a closing for December 21, 2022. As such, Counsel is asking that the Select Board again take the following votes and sign the provided deed documents:

Suggested Vote Language:

Motion: Moved to deem 18 Pleasant Street (parcel ID: 4-5-73) as surplus real property and for the Select Board to sell the real property, as authorized with the unanimous approval of Article 19 of the Annual Town Meeting held on May 12, 2021, to Millers Falls Realty, LLC. of 34-A East Main Street, Millers Falls, MA 01349, having submitted a highly advantageous proposal through the request for proposals process, in the amount of \$10,000.00, and to execute the deed and all necessary documents on behalf of the Town of Erving to complete the sale.

Motion: Moved to deem 17 Moore Street (parcel ID: 4-5-16) as surplus real property and for the Select Board to sell the real property, as authorized with the unanimous approval of Article 11 of the Special Town Meeting held on March 05, 2022, to Millers Falls Realty, LLC. of 34-A East Main Street, Millers Falls, MA 01349, having submitted a highly advantageous proposal through the request for proposals process, in the amount of \$5,000.00, and to execute the deed and all necessary documents on behalf of the Town of Erving to complete the sale.

Motion: Moved that the Select Board authorizes Scott Bastarache to execute the owner's affidavit on behalf of the Select Board for the closings of 18 Pleasant Street and 17 Moore Street, Erving to Millers Falls Realty, LLC.

AFFECTED PREMISES:

17 Moore Street
Erving, MA 01344

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT the **TOWN OF ERVING**, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts, having its principal place of business at 12 East Main Street, Erving, Franklin County, Massachusetts 01344, (“Grantor”),

In Consideration of **FIVE THOUSAND DOLLARS AND NO CENTS (\$5,000.00)**,

Grants and conveys to **MILLERS FALLS REALTY, LLC**, a limited liability corporation duly established under the laws of the Commonwealth of Massachusetts, having its principal place of business at 34-A East Main Street, Millers Falls, Franklin County, Massachusetts 01349, (“Grantee”),

With **QUITCLAIM COVENANTS**, all its right, title and interest in and to a certain parcel of land, with buildings thereon, situated on Moore Street in the Town of Erving, Franklin County, Massachusetts, more particularly bounded and described as follows:

Containing 21,793 square feet and being shown as LOT 1 on a plan entitled “Plan of Land in Erving (Millers Falls) MA. Surveyed for The Inhabitants of Town of Erving,” dated April 28, 2021, by Edward C. Muszynski, PLS, and recorded in the Franklin County Registry of Deeds in Plan Book 149 Page 37.

MEANING and INTENDING to convey the land taken by the Town of Erving by Order of Taking, dated April 13, 2021, and recorded in the aforementioned Registry in Book 7749, Page 69. See also Vote Certificate by Erving Town Clerk, dated April 2, 2021, and recorded in said Registry in Book 7749 Page 71. Together with a portion of the land conveyed to the Town of Erving by deed of Clifford L. Weatherhead and Bion M. Weatherhead, dated August 15, 1913, and recorded in said Registry in Book 594 Page 354.

The conveyance of the property herein does not constitute all or substantially all of the assets of the Town of Erving.

[Signatures appear on the following page.]

Executed as a sealed instrument this _____ day of _____ 2022.

Witness

JACOB A. SMITH - Chair,
Erving Select Board

Witness

SCOTT BASTARACHE, Member
Erving Select Board

Witness

WILLIAM A. BEMBURY - Member,
Erving Select Board

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

On this _____ day of _____ 2022, before me, the undersigned notary public, personally appeared **JACOB A. SMITH**, Select Board Chair, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily on behalf of the **TOWN OF ERVING** for its stated purpose.

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

On this ____ day of _____ 2022, before me, the undersigned notary public, personally appeared **SCOTT BASTARACHE**, Select Board Member, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily on behalf of the **TOWN OF ERVING** for its stated purpose.

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

On this ____ day of _____ 2022, before me, the undersigned notary public, personally appeared **WILLIAM A. BEMBURY**, Select Board Member, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily on behalf of the **TOWN OF ERVING** for its stated purpose.

Notary Public:
My Commission Expires:

AFFECTED PREMISES:

18 Pleasant Street
Erving, MA 01344

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT the **TOWN OF ERVING**, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts, having its principal place of business at 12 East Main Street, Erving, Franklin County, Massachusetts 01344, (“Grantor”),

In Consideration of **TEN THOUSAND DOLLARS AND NO CENTS (\$10,000.00)**,

Grants and conveys to **MILLERS FALLS REALTY, LLC**, a limited liability corporation duly established under the laws of the Commonwealth of Massachusetts, having its principal place of business at 34-A East Main Street, Millers Falls, Franklin County, Massachusetts 01349, (“Grantee”),

With **QUITCLAIM COVENANTS**, all its right, title and interest in and to a certain parcel of land, with buildings thereon, situated on Pleasant Street in the Town of Erving, Franklin County, Massachusetts, more particularly bounded and described as follows:

Containing 33,351 square feet and being shown as LOT 2 on a plan entitled “Plan of Land in Erving (Millers Falls) MA. Surveyed for The Inhabitants of Town of Erving,” dated April 28, 2021, by Edward C. Muszynski, PLS, and recorded in the Franklin County Registry of Deeds in Plan Book 149 Page 37.

MEANING and INTENDING to convey a portion of the premises conveyed to the Inhabitants of the Town of Erving by deed of Clifford L. Weatherhead and Bion M. Weatherhead, dated August 15, 1913, and recorded in said Registry in Book 594 Page 354.

No new boundaries are created by this deed.

The conveyance of the property herein does not constitute all or substantially all of the assets of the Town of Erving.

[Signatures appear on the following page.]

Executed as a sealed instrument this _____ day of _____ 2022.

Witness

JACOB A. SMITH - Chair,
Erving Select Board

Witness

SCOTT BASTARACHE, Member
Erving Select Board

Witness

WILLIAM A. BEMBURY - Member,
Erving Select Board

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

On this ____ day of _____ 2022, before me, the undersigned notary public, personally appeared **JACOB A. SMITH**, Select Board Chair, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily on behalf of the **TOWN OF ERVING** for its stated purpose.

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

On this ____ day of _____ 2022, before me, the undersigned notary public, personally appeared **SCOTT BASTARACHE**, Select Board Member, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily on behalf of the **TOWN OF ERVING** for its stated purpose.

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

On this ____ day of _____ 2022, before me, the undersigned notary public, personally appeared **WILLIAM A. BEMBURY**, Select Board Member, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily on behalf of the **TOWN OF ERVING** for its stated purpose.

Notary Public:
My Commission Expires:

C A T I C[®]

OWNER AFFIDAVIT

The undersigned, owner(s) of real property known as ("**Property**") swear to the truth of the following statements:

- (A) **MECHANICS' LIENS:** Within the last 93 days, including today, no one has furnished any labor, service or materials in connection with the construction or repair of any buildings or improvements or site work on the Property. No labor, service or materials have been contracted for future construction, repair, materials or site work on the Property and no contractor, surveyor, engineer or architect has been hired to provide any such service or materials.
- Note: If materials or services were provided within the last 93 days, and/or if there are materials or services to be provided pursuant to a partially performed contract, and/or if materials are to be furnished or services are to be provided between now and the delivery of the mortgage or deed to be insured by CATIC, cross out Paragraph (A) and provide properly completed mechanics' lien waivers.*
- (B) **SURVEY MATTERS:** The undersigned has been in peaceful and undisturbed possession of the Property. There is no dispute or disagreement as to the location of any boundary lines. The undersigned is not aware of any encroachments of any structures or other improvements onto the Property, onto any adjoining land or onto any easement area, has not allowed any easement or right of way across the Property and no one has attempted to assert such right. The Property does not bound on a lake, stream, river, tidal waterway or pond nor does such water body flow through the Property.
- (C) **POSSESSION:** There are no tenants, lessees or other persons who are in possession or have a right to possession of the Property.
- (D) **ACCESS:** The undersigned is not aware of any dispute or disagreement regarding the use or location of any driveway or road serving the Property.
- (E) **BUILDING PERMITS AND RESTRICTIONS:** The undersigned has no knowledge of the construction of any building or structural modification or improvement on the Property that was performed without obtaining a building permit and, if applicable, a certificate of occupancy. Further, the undersigned has no knowledge of any present violation of any zoning or subdivision regulation or any private restriction.
- (F) **TAXES, ASSESSMENTS AND COMMON CHARGES:** All real estate taxes, common charges, association dues, common interest community assessments, special taxing district charges, water and sewer charges and municipal charges and assessments are current and the next installment or payment is not yet due and payable.
- (G) **RIGHT OF FIRST REFUSAL OR OPTION TO PURCHASE:** The undersigned has fully complied with requirements of any Right of First Refusal or Option to Purchase provisions which may affect the Property. Any such applicable rights have been waived or released.

The undersigned understands that CATIC will rely upon the truth of the statements made in this affidavit when it issues its policy or policies of title insurance insuring the title to the Property and that the undersigned may be liable for damages for misrepresentations made in completing this form.

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his/her) knowledge and belief.

Notary Public _____
Commission Expires: _____

To Issuing Agent: If portions of any of the above paragraphs are stricken or altered, or an affiant is unable to swear to the truth of any of the above representations, please add the appropriate Exception to the Schedule B of the Policy you are issuing, or contact your local CATIC office for underwriting assistance. If Paragraph (A) is altered or deleted and you receive the proper documentation, please forward the documentation with the Policy.



AGE-FRIENDLY

Franklin County & North Quabbin

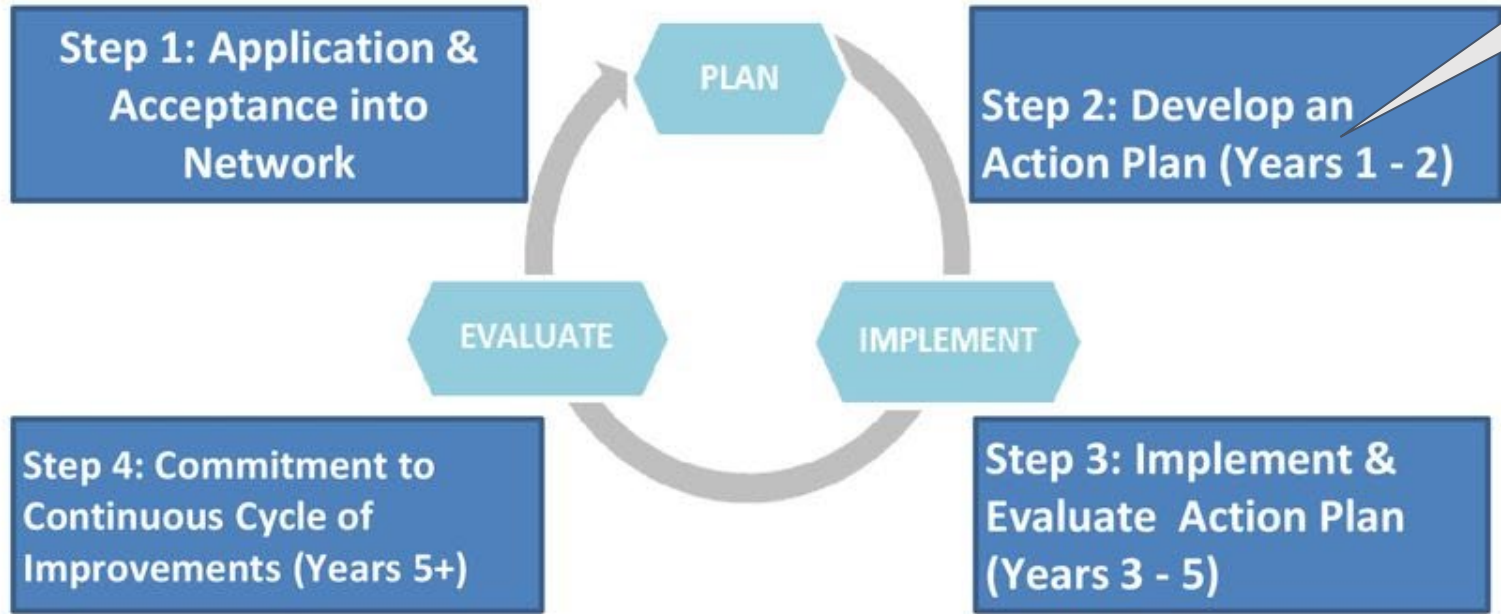
Mass in Motion Age- and Dementia-Friendly Initiative
In Erving

December 19, 2022



AARP Age Friendly Process

We are here!

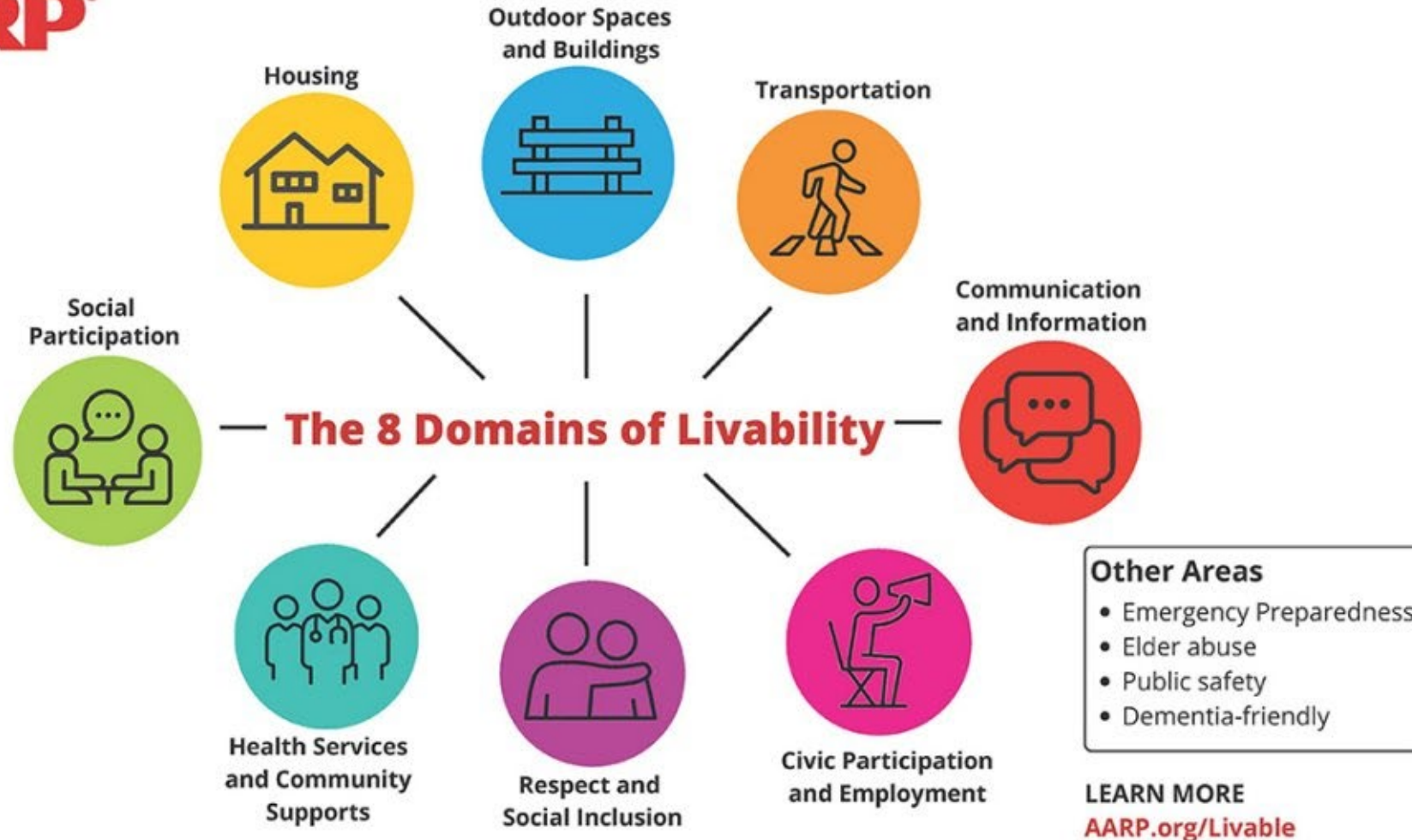


AGE-FRIENDLY
Franklin County & North Quabbin

Livable Communities
Great Places for All Ages



8 Domains of Livability



Mass In Motion

- Statewide movement that promotes opportunities for healthy eating and active living in the places people live, learn, work and play
- Mass In Motion Franklin County's grant is designed to complement LifePath's ongoing Age-Friendly project
- Changes community conditions by looking at long-term solutions to address root causes of problems
- Leading with race explicitly but not exclusively



Age- and Dementia- Friendly Franklin County Needs Survey Responses



Throughout slides:

Region wide info is given first,

Erving specific info is listed second in red parentheses.

Demographics of Survey Respondents

- 76% female, 22% male (62% female, 27% male)
- 34% live alone, 52% with spouse or partner (27% live alone, 51% w/spouse or partner)
- 70% between ages of 60 and 79 (82% in Erving)
- 14% 80 and older (2% 80 and up)
- 14% 50-59 or caregiver (16% 50-59 or caregiver)



Built Environment: Housing, Public Buildings and Outdoor Spaces, and Transportation

Housing



- 47% (61%) of respondents own their own home
- 67% (74%) of respondents have lived in their current town for over 15 years (60% (58%) in the same home)
- 90% (100%) reported that it was important for them to stay in their town as they age, and 88% (90%) in their home.
- 33% (31%) reported good or excellent access to affordable housing options for people with their income level
- Motivations for changing housing in the future:
 - cost 52% (60%)
 - need for different type of housing 43% (56%)
 - need for better access to transportation (27%) (19%)
 - cost of living in the area 26% region wide (26%)
 - need for better healthcare services 19% (16%)
 - need to be closer to family, social opportunities 29% (23%)
- Maintenance: respondents reported generally good access to home repair services (58%, 67%) and lawn care (53%, 60%)

Outdoor Spaces and Buildings:

- 77% (83%) respondents report good access to public buildings for their current needs
- 42% (81%) either don't have access or don't know if they have access to outdoor spaces that are accessible to them and have adequate benches
- 49% (29%) of residents reported need for better lit and accessible streets and roads
- 61% (79%) of respondents report good traffic signs and pedestrian crossings – 38% (22%) report them to be poor or they don't know
- 81% (91%) of respondents report always feeling safe in their home and community

Outdoor Spaces and Buildings



“Both local little grocery stores have steps to enter. No handicap access.”

Transportation

- Need for more access to transportation was the #1 issue mentioned in open responses
- 27% (19%) of older adults identified a potential need to change housing to get better access to transportation
- 86% (98%) drive themselves
- 24% (12%) have others drive them
- 23% (7%) walk or bike
- 3% (2%) report using special transit like Senior Center van
- 46% (51%) of respondents report there is no public transit in their area or it is too hard to get to

Transportation



“If someone is sick, they have to rely on a friend to take them to the doctor or to run an errand.”



Social Environment:

Communication and Information, Social and Civic Participation,
Health Services and Community Support, Social Activities

Health Services and Community Supports



Health Services
and Community
Supports

Health Services:

- 13% (5%) of respondents receive caregiving support
- 4% (2%) are primary caregivers of children
- 10% (10%) are the primary caregiver for an older adult
- 22% (24%) of respondents report access to adequate caregiver support (respite care, support groups)
- 22% (24%) of respondents say access to home health care providers is poor or unavailable

“As I start to have more health issues I am concerned (including cognitive issues). If anything happened to my husband, I'd be lost.”

Health Services and Community Supports



Health Services
and Community
Supports

Health Services

- 34% (30%) of respondents say access to healthcare professionals is poor, unavailable, or they don't know
- 37% (30%) say health and social services are not conveniently located or they don't know
- 43% (62%) of respondents report access to wellness programs such as nutrition, pain management, etc.
- 79% (71%) of respondents report lack of access or don't know access to mental health supports

“Good healthcare choices are extremely hard to find, and very hard to get anyone within a reasonable distance of travel.”

Health Services and Community Supports



Health Services
and Community
Supports

Community Supports

Village or Neighbor to Neighbor support groups:

- 44% (37%) of respondents are interested in volunteering in a Village support group
- 31% (34%) are interested in receiving support from a Village support group

Information about Services

- 49% (59%) report good access to easy-to-find information about services

Health Services and Communication



Communication and Information



Telehealth

- 72% (75%) of respondents have used telehealth at least once, 59% (60%) more than once
- Of those who used telehealth at all:
 - 70% (53%) had a good experience
 - 59% (63%) would prefer to see their provider in person
 - 90% (96%) found the technology was not confusing to use
 - 86% (67%) would choose to use it again, even after pandemic

“I would use telehealth again in the future, even after the pandemic.”

Focus Group/Open Response Themes:

- Technical support needed to use telehealth services

Social Participation

- 34% (30%) of older adults live alone, 52% (59%) live with a partner or spouse, and 10% (14%) live with family or friends.
- 77% (82%) of respondents interact with someone outside of their household several times per week or more
- 8% (2%) interact with someone outside of their household less than twice per month
- 83% (88%) sometimes or often feel well supported
- 20% (24%) do not have or are unsure if they have someone they can call for help anytime of day or night
- Sense of community belonging is an unmet need for older adults



“My biggest worry is that I’m alone and I don’t see people every day. I’m going to die in that apartment alone by myself.”

Communication and Information



- Top sources of information identified were family and friends 51% (48%), social media/internet 54% (61%), COA/Senior Center 52% (70%), newspaper 51% (52%), town newsletter 27% (80%)
- Computer use and Internet access: 89% (92%) have reliable internet at home; 92% (98%) have a computer, tablet or smart phone and 86% (88%) know how to use them; 74% (72%) use Zoom or similar video chat. 31% (21%) want to learn to use new technology better
- Assistance needed for seniors wanting to use digital communication
- Lack of outreach and information leads to further isolation

“Since I don't use a computer, printed listings of services available to elderly that I could reach by phone.”

Civic Participation and Employment

- 56% (66%) of respondents felt they had good or excellent volunteering opportunities
- 57% (76%) felt they had good or excellent opportunity for civic engagement (such as serving on town board or committee)
- 69% (98%) had good or excellent access to information about town updates
- 83% (73%) were unaware of or thought remote engagement opportunities for homebound older people were poor
- 86% (77%) of respondents were unaware of or thought flexible employment opportunities for older people were poor
- 25% (18%) of respondents report financial insecurity as their biggest problem or worry about getting by each month
- 43% (46%) feel ok financially now but worry about the future



Civic Participation
and Employment

“We need flexibility in the ability to keep working as we age, along with appreciation and respect of the older employee.”

Respect and Social Inclusion

- 54% (79%) of respondents feel they have conveniently located social and cultural activities
- 59% (68%) felt they had access to events that were affordable to them
- 69% (55%) did not have access to or did not know about intergenerational events
- 66% (72%) felt they had social participation opportunities in their language
- 67% (76%) of respondents had good access to fitness and outdoor recreation opportunities

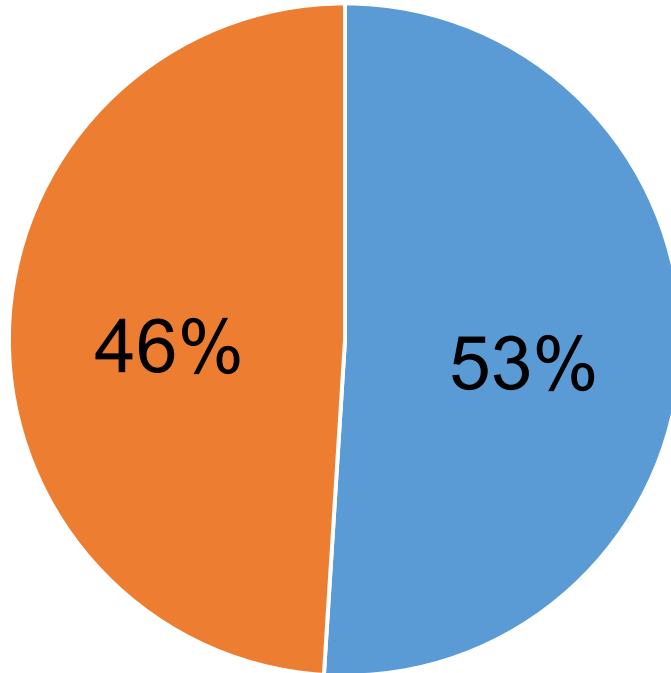


Respect and
Social Inclusion

“I don't want to be separated out as I get older - I want to live with all kinds and ages of people.”

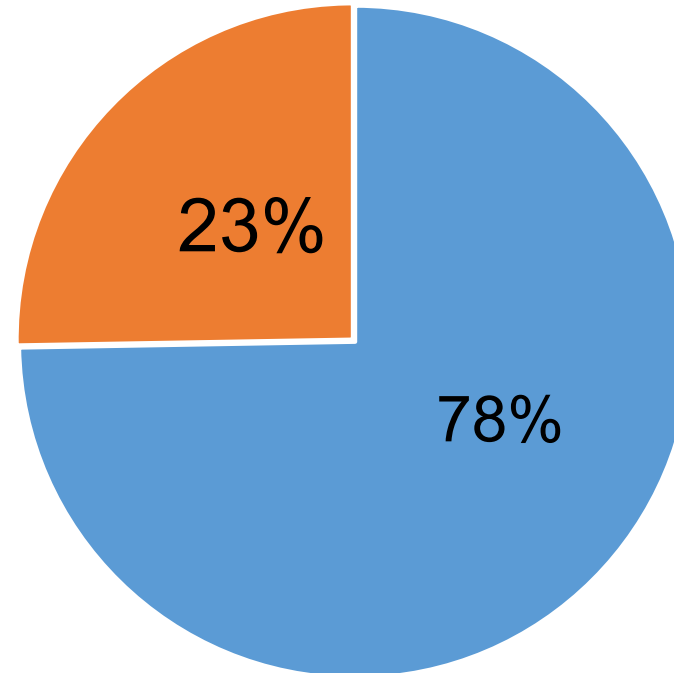
How do you rate your town as a place to age?

Region



■ Good/Excellent ■ Fair/Poor ■ ■

Erving



■ Good, Excellent ■ Fair, Poor ■ ■

Timeline



Initial meeting with town governance & stakeholders – review process, data

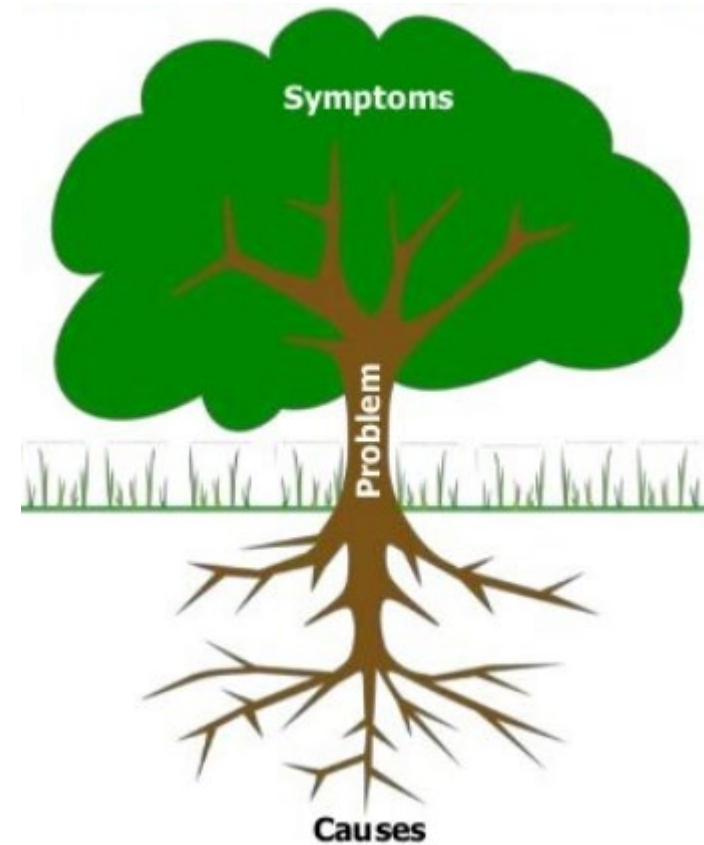
Convene work group to focus on local priorities

Health Equity Training

- Examine data,, answer additional questions about needs in town
- Identify priorities, examine root causes
- ID strategies to address priorities
- ID structure moving forward (funding, implementation)

Mass in Motion and Health Equity

- Structural inequities and racism play large role in determining health and opportunities for health and wellbeing
- “Leading with race” important even in a town without much diversity
- Use Racial Justice Reframing Questions
 - Who benefits?
 - Who is harmed?
 - Who influences?
 - Who decides?
 - What are the unintended consequences?



Practical Age- and Dementia-Friendly Examples



Neighbor support for small repairs through Village to Village networks or Senior Center



Specifically include older adults in community-wide events held in accessible venues

Transportation



Ensure people know of the existing resources like FRTA Access



Ensure that online town board meetings are always close captioned and that you have adequate microphones and audio boosters for in-person public meetings

Outdoor Spaces and Buildings



Install benches along popular town walking routes, formal or informal



Use your Town newsletter to share information on age-specific resources and supports



Health Services and Community Supports

Provide first responders with special training to better serve older adults living with dementia or other age-specific issues when in an emergency



Establish a buddy system in schools to encourage intergenerational interacting and appreciation.



Questions?

Contact Us



AGE-FRIENDLY
Franklin County & North Quabbin

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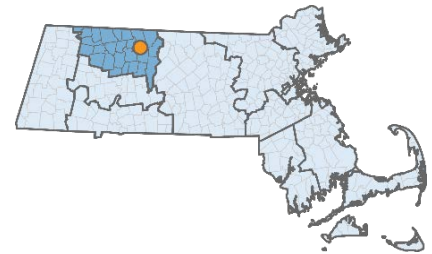


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Erving (Franklin)

Erving is a rural community in north central Massachusetts with 328 residents aged 65 and older. The transit score indicates that there is minimal transit available (1/10). Compared to state averages, older residents fare better on several healthy aging indicators with lower rates of hip fracture, high cholesterol, anxiety disorders, bipolar disorders, schizophrenia and other psychotic disorders, tobacco use disorder, Alzheimer's disease, diabetes, chronic obstructive pulmonary disease, asthma, hypertension, heart attack, ischemic heart disease, peripheral vascular disease, arthritis, osteoporosis, leukemias and lymphomas, prostate cancer, benign prostatic hyperplasia, anemia, traumatic brain injury, ulcers, hearing impairment, and visual impairment. Community resources to promote healthy aging include a Council on Aging and a cultural council.



| POPULATION CHARACTERISTICS | BETTER / WORSE STATE RATE¹ | COMMUNITY ESTIMATE | STATE ESTIMATE |
|--|--|-------------------------------|---------------------------|
| Total population all ages | | 1,871 | 6,742,143 |
| Population 60 years or older as % of total population | | 24.6% | 21.2% |
| Total population 60 years or older | | 460 | 1,428,144 |
| Population 65 years or older as % of total population | | 17.5% | 15.1% |
| Total population 65 years or older | | 328 | 1,016,679 |
| % 65-74 years | | 64.9% | 55.3% |
| % 75-84 years | | 25.3% | 29.4% |
| % 85 years or older | | 9.8% | 15.2% |
| Gender (65+ population) | | | |
| % female | | 56.1% | 57.2% |
| Race/Ethnicity (65+ population) | | | |
| % White | | 94.5% | 90.0% |
| % African American | | 0.9% | 4.3% |
| % Asian | | 3.0% | 3.2% |
| % Other | | 1.5% | 2.5% |
| % Hispanic/Latino | | 0.0% | 3.8% |
| Marital Status (65+ population) | | | |
| % married | | 67.7% | 52.5% |
| % divorced/separated | | 6.1% | 14.0% |
| % widowed | | 23.2% | 25.5% |
| % never married | | 3.0% | 8.0% |
| Education (65+ population) | | | |
| % with less than high school education | | 9.1% | 16.5% |
| % with high school or some college | | 83.2% | 52.6% |
| % with college degree | | 7.6% | 30.9% |
| % of 60+ LGBT (county) | | N/A | 3.2% |
| % of 65+ population living alone | | 20.4% | 30.2% |
| % of 65+ population who speak only English at home | | 93.6% | 83.3% |
| % of 65+ population who are veterans of military service | | 22.3% | 18.8% |
| Age-sex adjusted 1-year mortality rate | | 4.8% | 4.2% |

| HEALTHY AGING INDICATORS | BETTER / WORSE STATE RATE¹ | COMMUNITY ESTIMATE | STATE ESTIMATE |
|--|--|-------------------------------|---------------------------|
| Geographic Migration (65+ population) in the past 12 months | | | |
| % moved within same county | | 4.0% | 3.6% |
| % moved from different county in Massachusetts | | 0.6% | 1.1% |
| % moved from different state | | 0.0% | 0.8% |
| WELLNESS & PREVENTION | | | |
| % 60+ with any physical activity within last month | | 76.9% | 73.3% |
| % 60+ met CDC guidelines for muscle-strengthening activity | | 24.7% | 27.7% |
| % 60+ met CDC guidelines for aerobic physical activity | | 58.3% | 56.8% |
| % 60+ met CDC guidelines for both types of physical activities | | 21.6% | 20.8% |
| % 60+ getting recommended hours of sleep | | 60.9% | 62.7% |
| % 60+ injured in a fall within last 12 months | | 14.5% | 10.6% |
| % 65+ had hip fracture | B | 2.8% | 3.7% |
| % 60+ with self-reported fair or poor health status | | 14.0% | 18.0% |
| % 60+ with 15+ physically unhealthy days last month | | 8.8% | 12.7% |
| % 60+ with physical exam/check-up in past year | | 86.9% | 89.3% |
| % 60+ met CDC preventive health screening goals | | 34.6% | 35.0% |
| % 60+ flu shot past year | | 60.2% | 60.8% |
| % 65+ with pneumonia vaccine | | 69.3% | 72.0% |
| % 60+ with shingles vaccine | | 44.8% | 39.7% |
| % 60+ with cholesterol screening | | 93.4% | 95.7% |
| % 60+ women with a mammogram within last 2 years | | 83.8% | 84.8% |
| % 60+ with colorectal cancer screening | | 59.0% | 63.3% |
| % 60+ with HIV test | | 18.5% | 15.6% |
| % 60+ current smokers | | 12.2% | 8.5% |
| % 60+ living in a home where smoking is not allowed | | 81.8% | 84.7% |
| Oral Health | | | |
| % 60+ with loss of 6 or more teeth | | 39.1% | 32.5% |
| % 60+ with annual dental exam | | 73.1% | 77.5% |
| # of dentists per 100,000 persons (all ages) | | 0 | 84 |
| NUTRITION/DIET | | | |
| % 60+ with 5 or more servings of fruit or vegetables per day | | 18.8% | 21.5% |
| % 60+ self-reported obese | | 24.4% | 23.1% |
| % 65+ clinically diagnosed obese | | 21.2% | 19.0% |
| % 65+ with high cholesterol | B | 65.4% | 75.0% |
| % 60+ excessive drinking | | 8.5% | 9.3% |
| % 65+ with poor supermarket access | | 0.0% | 29.3% |

| HEALTHY AGING INDICATORS | BETTER / WORSE STATE RATE¹ | COMMUNITY ESTIMATE | STATE ESTIMATE |
|---|--|-------------------------------|---------------------------|
| BEHAVIORAL HEALTH | | | |
| % 60+ with 15+ days poor mental health last month | | 7.6% | 7.0% |
| % 65+ with depression | | 28.5% | 31.5% |
| % 65+ with anxiety disorders | B | 18.7% | 25.4% |
| % 65+ with bipolar disorders | B | 2.9% | 4.5% |
| % 65+ with post-traumatic stress disorder | | 2.3% | 1.8% |
| % 65+ with schizophrenia & other psychotic disorders | B | 3.3% | 5.9% |
| % 65+ with personality disorders | | 1.0% | 1.4% |
| # opioid deaths (all ages) | | 0 | 1,873 |
| % 65+ with substance use disorders (drug use +/- alcohol abuse) | | 6.2% | 6.6% |
| % 65+ with tobacco use disorders | B | 7.4% | 10.2% |
| CHRONIC DISEASE | | | |
| % 65+ with Alzheimer's disease or related dementias | B | 10.5% | 13.6% |
| % 65+ with diabetes | B | 25.9% | 31.7% |
| % 65+ with stroke | | 10.1% | 12.0% |
| % 65+ with chronic obstructive pulmonary disease | B | 18.1% | 21.5% |
| % 65+ with asthma | B | 12.3% | 15.0% |
| % 65+ with hypertension | B | 67.4% | 76.2% |
| % 65+ ever had a heart attack | B | 3.3% | 4.6% |
| % 65+ with ischemic heart disease | B | 32.5% | 40.2% |
| % 65+ with congestive heart failure | | 20.6% | 22.4% |
| % 65+ with atrial fibrillation | | 14.3% | 15.9% |
| % 65+ with peripheral vascular disease | B | 14.2% | 19.4% |
| % 65+ with osteoarthritis/rheumatoid arthritis | B | 45.9% | 52.4% |
| % 65+ with osteoporosis | B | 13.2% | 20.7% |
| % 65+ with leukemias and lymphomas | B | 1.6% | 2.3% |
| % 65+ with lung cancer | | 1.7% | 2.1% |
| % 65+ with colon cancer | | 2.5% | 2.9% |
| % 65+ women with breast cancer | | 8.6% | 10.9% |
| % 65+ women with endometrial cancer | | 2.7% | 1.9% |
| % 65+ men with prostate cancer | B | 9.3% | 13.8% |
| % 65+ with benign prostatic hyperplasia | B | 35.0% | 40.9% |
| % 65+ with HIV/AIDS | * | 0.1% | 0.2% |
| % 65+ with hypothyroidism | | 20.6% | 21.1% |
| % 65+ with anemia | B | 39.9% | 46.6% |
| % 65+ with chronic kidney disease | | 25.4% | 27.3% |
| % 65+ with liver diseases | | 7.6% | 8.6% |
| % 65+ with fibromyalgia, chronic pain and fatigue | | 18.3% | 19.8% |

| HEALTHY AGING INDICATORS | BETTER / WORSE STATE RATE¹ | COMMUNITY ESTIMATE | STATE ESTIMATE |
|---|--|-------------------------------|---------------------------|
| % 65+ with migraine and other chronic headache | | 5.1% | 4.6% |
| % 65+ with epilepsy | | 2.3% | 2.9% |
| % 65+ with traumatic brain injury | B | 0.6% | 1.5% |
| % 65+ with autism spectrum disorders | | 0.1% | 0.1% |
| % 65+ with glaucoma | | 25.6% | 25.7% |
| % 65+ with cataract | | 65.4% | 65.4% |
| % 65+ with pressure ulcer or chronic ulcer | B | 5.8% | 8.5% |
| % 65+ with 4+ (out of 15) chronic conditions | B | 49.5% | 60.7% |
| % 65+ with 0 chronic conditions | B | 11.8% | 7.3% |
| LIVING WITH DISABILITY | | | |
| % 65+ with self-reported hearing difficulty | | 10.7% | 14.2% |
| % 65+ with clinical diagnosis of deafness or hearing impairment | B | 9.4% | 16.1% |
| % 65+ with self-reported vision difficulty | | 8.5% | 5.8% |
| % 65+ with clinical diagnosis of blindness or visual impairment | B | 0.9% | 1.5% |
| % 65+ with self-reported cognition difficulty | | 2.4% | 8.3% |
| % 65+ with self-reported ambulatory difficulty | | 16.8% | 20.2% |
| % 65+ with clinical diagnosis of mobility impairments | | 3.2% | 3.9% |
| % 65+ with self-reported self-care difficulty | | 5.8% | 7.9% |
| % 65+ with self-reported independent living difficulty | | 8.2% | 14.3% |
| ACCESS TO CARE | | | |
| Medicare (65+ population) | | | |
| % Medicare managed care enrollees | | 21.7% | 23.1% |
| % dually eligible for Medicare and Medicaid | * | 12.3% | 16.7% |
| % 60+ with a regular doctor | | 96.1% | 96.4% |
| % 60+ who did not see doctor when needed due to cost | | 3.7% | 4.1% |
| # of primary care providers within 5 miles | | 1 | 10,333 |
| # of hospitals within 5 miles | | 0 | 66 |
| # of nursing homes within 5 miles | | 0 | 399 |
| # of home health agencies | | 4 | 299 |
| # of community health centers | | 0 | 116 |
| # of adult day health centers | | 0 | 131 |
| # of memory cafes | | 0 | 95 |
| # of dementia-related support groups | | 0 | 136 |
| SERVICE UTILIZATION | | | |
| Physician visits per year | * | 6.6 | 7.8 |
| Emergency room visits/1000 persons 65+ years per year | * | 543 | 639 |

| HEALTHY AGING INDICATORS | BETTER / WORSE STATE RATE¹ | COMMUNITY ESTIMATE | STATE ESTIMATE |
|--|--|-------------------------------|---------------------------|
| Part D monthly prescription fills per person per year | * | 42.8 | 52.4 |
| Home health visits per year | * | 2.3 | 4.0 |
| Durable medical equipment claims per year | | 1.8 | 1.9 |
| Inpatient hospital stays/1000 persons 65+ years per year | * | 239 | 294 |
| Medicare inpatient hospital readmissions (as % of admissions) | | 15.8% | 17.9% |
| # skilled nursing facility stays/1000 persons 65+ years per year | * | 68 | 106 |
| # skilled nursing home Medicare beds/1000 persons 65+ years | | 0 | 43 |
| % 65+ getting Medicaid long term services and supports | * | 3.1% | 4.9% |
| COMMUNITY VARIABLES & CIVIC ENGAGEMENT | | | |
| Age-friendly efforts in community | | Not yet | Yes |
| Air pollution: annual # of unhealthy days for 65+ (county) | | 3 | N/A |
| Open space in community | | 30.1% | 18.0% |
| Walkability score of community (0-100) | | 14 | N/A |
| % of grandparents raising grandchildren | | 1.6% | 0.8% |
| % of grandparents who live with grandchildren | | 3.2% | 2.9% |
| # of assisted living sites | | 0 | 238 |
| % of vacant homes in community | | 8.2% | 9.8% |
| # of universities and community colleges | | 0 | 163 |
| # of public libraries | | 1 | 470 |
| # of YMCAs | | 0 | 83 |
| % in county with access to broadband (all ages) | | 78.0% | 97.0% |
| % 60+ who used Internet in last month | | 71.0% | 71.3% |
| Voter participation rate in 2016 presidential election (age 18+) | | 68.6% | 71.3% |
| SAFETY & TRANSPORTATION | | | |
| Violent crime rate /100,000 persons | | 297 | 396 |
| Homicide rate /100,000 persons (county) | | 0 | 2 |
| # firearm fatalities (county) | | 16 | 1,126 |
| Property crime rate /100,000 persons | | 1,692 | 1,825 |
| % of licensed drivers who are age 61+ | | 32.9% | 28.7% |
| % 65+ who own a motor vehicle | | 95.7% | 82.4% |
| % 60+ who always drive wearing a seatbelt | | 84.5% | 86.3% |
| # of fatal crashes involving adult age 60+/town | | 0 | 529 |
| # of fatal crashes involving adult age 60+/county | | 11 | 529 |
| Total # of all crashes involving adult age 60+/town | | 43 | 132,351 |
| # of senior transportation providers | | 0 | 324 |
| # of medical transportation services for older people | | 0 | 268 |
| # of nonmedical transportation services for older people | | 0 | 252 |
| Summary transportation performance score | | 1.0 | N/A |

| HEALTHY AGING INDICATORS | BETTER / WORSE STATE RATE ¹ | COMMUNITY ESTIMATE | STATE ESTIMATE |
|---|---|------------------------------|---------------------------------|
| ECONOMIC & HOUSING VARIABLES | | | |
| % 65+ with income below the poverty line past year | | 5.2% | 8.7% |
| % 60+ receiving food stamps past year | | 8.1% | 12.3% |
| % 65+ employed past year | | 33.2% | 24.3% |
| Household income (65+ householder) | | | |
| % households with annual income < \$20,000 | | 14.5% | 23.6% |
| % households with annual income \$20,000-\$49,999 | | 47.3% | 32.5% |
| % households with annual income > \$50,000 | | 38.2% | 43.9% |
| % 60+ own home | | 95.2% | 72.7% |
| % 60+ have mortgage on home | | 40.5% | 34.1% |
| % 65+ households spend >35% of income on housing (renter) | | 1.0% | 11.6% |
| % 65+ households spend >35% of income on housing (owner) | | 15.0% | 20.4% |
| COST OF LIVING | \$ COUNTY ESTIMATE | \$ STATE ESTIMATE | RATIO (COUNTY/STATE) |
| Elder Economic Security Standard Index | | | |
| Single, homeowner without mortgage, good health | \$23,892 | \$24,636 | 0.97 |
| Single, renter, good health | \$25,788 | \$28,248 | 0.91 |
| Couple, homeowner without mortgage, good health | \$36,276 | \$36,168 | 1.00 |
| Couple, renter, good health | \$38,172 | \$39,780 | 0.96 |

TECHNICAL NOTES

*See our technical report (online at <http://mahealthyagingcollaborative.org/data-report/explore-the-profiles/data-sources-and-methods/#technical>) for comprehensive information on data sources, measures, methodology, and margin of errors.

For most indicators the reported community and state values are both estimates derived from sample data. Thus, it is possible that some of the differences between state and community estimates may be due to chance associated with population sampling. We use the terms “better” and “worse” to highlight differences between community and state estimates that we are confident are not due to chance. “Better” is used where a higher/lower value has positive implications for the health of older residents. “Worse” is used where a higher/lower score has negative implications for the health of older people, and when the implication is unclear we use an *.

General Notes

We balance two goals. First, we aim to report data at very local levels because we believe change is often locally driven. Second, we vowed to protect the privacy of the people providing the information reported. Thus, given the constraints of the data analyzed we used a hierarchical approach to reporting. When possible we report estimates for 379 geographic units (i.e., every Massachusetts city/town and 16 Boston neighborhoods, 6 Worcester neighborhoods, and 6 Springfield neighborhoods). For example, the population characteristics and information from the US Census were reported for all 379 units. For other data (i.e., highly prevalent chronic disease, health services utilization) we could report for 310 geographic units. For less prevalent conditions we report for 201 geographic units. For the BRFSS data we report for 41 geographic units, and for the lowest prevalence conditions (e.g., HIV) we report for 18 geographic units. The same estimate is reported for all cities/towns within aggregated geographic areas. Maps of the different geographic groupings and the rationale behind the groupings are in the Technical Report.

Data Sources. The Technical Report describes the all of the data sources for the report, but three to note are: (1) the American Community Survey (2012-2016); (2) Centers for Medicare and Medicaid Services Master Beneficiary Summary File (2014-2015); and (3) The Behavioral Risk Factor Surveillance System (2010-2015).

Healthy Aging Data Report Team. Many people contributed to this research. The 2018 research team: Beth Dugan PhD, Frank Porell PhD, Nina Silverstein PhD, Chae Man Lee PhD, Shuang Shuang Wang PhD, Bon Kim, Natalie Pitheckoff, Haowei Wang, Sae Hwang Han, Richard Chunga, & Shiva Prasad from the Gerontology Institute in the McCormack Graduate School of Policy and Global Studies at the University of Massachusetts Boston. The Tufts Health Plan Foundation supported the research and provided important guidance. We thank our Advisory Committee members for contributing ideas and advice on how to make the Data Report best address the needs of Massachusetts. We thank our colleagues at JSI for their continued partnership. Questions or suggestions? Beth.dugan@umb.edu

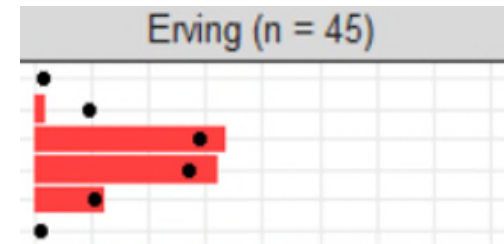
Franklin County North Quabbin Age and Dementia Friendly Community Needs Survey -- January 2022

In graphs, black dot represents the town-weighted proportion (region wide response).

2 How old are you?

| | Total | Sample proportion | Town-weighted proportion | Count | Proportion |
|------------------------------------|-------|-------------------|--------------------------|-------|------------|
| 90 years old or more | 38 | 2% | 2% | 0 | 0% |
| 80 to 89 years old | 234 | 12% | 12% | 1 | 2% |
| 70 to 79 years old | 755 | 38% | 36% | 19 | 42% |
| 60 to 69 years old | 673 | 34% | 34% | 18 | 40% |
| 50 to 59 years old | 258 | 13% | 13% | 7 | 16% |
| I'm a caregiver under 50 years old | 24 | 1% | 1% | 0 | 0% |

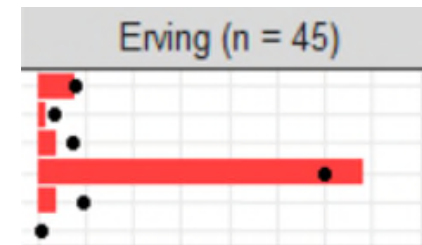
Erving



3 Do you provide or receive any caregiver support? Check all that apply,

| | Total | Sample proportion | Town-weighted proportion | Count | Proportion |
|---|-------|-------------------|--------------------------|-------|------------|
| I am the primary caregiver for an older adult | 167 | 9% | 10% | 4 | 10% |
| I am the primary caregiver for child or grandchild | 67 | 4% | 4% | 1 | 2% |
| I share caregiving duties with another person | 164 | 9% | 9% | 2 | 5% |
| I am fully independent and don't need care | 1428 | 79% | 75% | 35 | 85% |
| I receive part-time caregiving support from family or friends | 189 | 10% | 12% | 2 | 5% |
| I receive full-time caregiving support from family or friends | 21 | 1% | 1% | 0 | 0% |

Erving



4 Which of these describe your current living situation? Check all that apply

| | Total | Sample proportion | Town-weighted proportion | Count | Proportion |
|---------------------------------------|-------|-------------------|--------------------------|-------|------------|
| I live alone | 598 | 30% | 34% | 13 | 30% |
| I live with a spouse/partner | 1141 | 58% | 52% | 26 | 59% |
| I live with family or friends | 181 | 9% | 10% | 6 | 14% |
| I rent my home | 128 | 7% | 9% | 1 | 2% |
| I own my home | 947 | 48% | 47% | 27 | 61% |
| I live in an assisted living facility | 4 | 0% | 0% | 0 | 0% |
| Other situation | 118 | 6% | 6% | 3 | 7% |

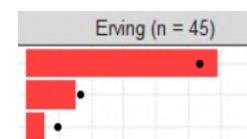
Erving



5a How long have you lived in: your current town?

| | Total | Sample proportion | Town-weighted proportion | Count | Proportion |
|---------------|-------|-------------------|--------------------------|-------|------------|
| Over 15 years | 1335 | 71% | 67% | 31 | 74% |
| 5 to 15 years | 361 | 19% | 21% | 8 | 19% |
| Under 5 years | 189 | 10% | 12% | 3 | 7% |

Erving



5b Have long have you lived in: your current residence?

| | Total | Sample proportion | Town-weighted proportion | Count | Erving Proportion | Erving (n = 45) |
|---------------|-------|-------------------|--------------------------|-------|-------------------|-----------------|
| Over 15 years | 1204 | 65% | 60% | 23 | 58% | |
| 5 to 15 years | 410 | 22% | 24% | 14 | 35% | |
| Under 5 years | 241 | 13% | 16% | 3 | 8% | |

6a As you age, how important is it for you to remain in: your current town?

| | Total | Sample proportion | Town-weighted proportion | Count | Erving Proportion | Erving (n = 45) |
|---------------------|-------|-------------------|--------------------------|-------|-------------------|-----------------|
| Extremely important | 1072 | 57% | 55% | 23 | 52% | |
| Somewhat important | 658 | 35% | 35% | 21 | 48% | |
| Not important | 166 | 9% | 10% | 0 | 0% | |

6b As you age, how important is it for you to remain in: your current residence

| | Total | Sample proportion | Town-weighted proportion | Count | Erving Proportion | Erving (n = 45) |
|---------------------|-------|-------------------|--------------------------|-------|-------------------|-----------------|
| Extremely important | 1084 | 57% | 55% | 19 | 45% | |
| Somewhat important | 631 | 33% | 33% | 19 | 45% | |
| Not important | 195 | 10% | 12% | 4 | 10% | |

7 Which of these factors would make you consider changing your current living situation? Check all that apply,

| | Total | Sample proportion | Town-weighted proportion | Count | Erving Proportion | Erving (n = 45) |
|--|-------|-------------------|--------------------------|-------|-------------------|-----------------|
| Cost of maintaining your current home | 918 | 51% | 52% | 26 | 60% | |
| Desire for a different housing type (e.g., as | 794 | 44% | 43% | 24 | 56% | |
| Cost of living in the area | 456 | 25% | 26% | 11 | 26% | |
| Need for better public transportation | 532 | 29% | 27% | 8 | 19% | |
| Need for better healthcare services | 360 | 20% | 19% | 7 | 16% | |
| Need to be closer to family or to have more | 537 | 30% | 29% | 10 | 23% | |
| Safety or security concerns | 516 | 29% | 27% | 12 | 28% | |
| Other consideration | 379 | 21% | 19% | 6 | 14% | |

8 Which of these sources of information do you use to learn about services and programs for older adults in your community? Check all that apply

| | Total | Sample proportion | Town-weighted proportion | Erving | | |
|----------------------------------|-------|-------------------|--------------------------|--------|------------|--|
| | | | | Count | Proportion | |
| Council on Aging / Senior Center | 930 | 48% | 52% | 31 | 70% | |
| Newspaper | 954 | 49% | 51% | 23 | 52% | |
| Town Newsletter | 777 | 40% | 27% | 35 | 80% | |
| Friends and Family | 989 | 51% | 51% | 21 | 48% | |
| Internet and Social Media | 1014 | 52% | 54% | 27 | 61% | |
| Television | 298 | 15% | 19% | 7 | 16% | |
| Radio | 200 | 10% | 12% | 4 | 9% | |
| None of the above | 149 | 8% | 7% | 0 | 0% | |
| Other source | 194 | 10% | 9% | 2 | 5% | |

9a How would you rate your current access to the following? Affordable and trustworthy home modification and repair contractors

| | Total | Sample proportion | Town-weighted proportion | Erving | | |
|--------------|-------|-------------------|--------------------------|--------|------------|--|
| | | | | Count | Proportion | |
| Excellent | 323 | 18% | 17% | 4 | 9% | |
| Good | 775 | 43% | 41% | 25 | 58% | |
| Poor | 357 | 20% | 20% | 11 | 26% | |
| Unavailable | 38 | 2% | 3% | 0 | 0% | |
| I don't know | 303 | 17% | 19% | 3 | 7% | |

9b How would you rate your current access to the following? Seasonal services such as lawn work for older adults

| | Total | proportion | Town-weighted proportion | Erving | | |
|--------------|-------|------------|--------------------------|--------|------------|--|
| | | | | Count | Proportion | |
| Excellent | 277 | 15% | 17% | 3 | 7% | |
| Good | 669 | 37% | 36% | 23 | 53% | |
| Poor | 321 | 18% | 16% | 9 | 21% | |
| Unavailable | 66 | 4% | 4% | 0 | 0% | |
| I don't know | 458 | 26% | 27% | 8 | 19% | |

9c How would you rate your current access to the following? Affordable housing options for people with my income level

| | Total | proportion | Town-weighted proportion | Erving | | |
|--------------|-------|------------|--------------------------|--------|------------|--|
| | | | | Count | Proportion | |
| Excellent | 132 | 8% | 9% | 3 | 7% | |
| Good | 415 | 24% | 24% | 10 | 24% | |
| Poor | 457 | 26% | 27% | 11 | 26% | |
| Unavailable | 132 | 8% | 8% | 4 | 10% | |
| I don't know | 623 | 35% | 33% | 14 | 33% | |

9d How would you rate your current access to the following? Homes that are built with things like a no-step entrance, wider doorways, and first floor bedrooms and bathrooms

| | Total | proportion | Town-weighted proportion | Erving | | Erving (n = 45) |
|--------------|-------|------------|--------------------------|--------|------------|-----------------|
| | | | | Count | Proportion | |
| Excellent | 119 | 7% | 7% | 2 | 5% | |
| Good | 275 | 16% | 16% | 6 | 14% | |
| Poor | 509 | 29% | 30% | 14 | 33% | |
| Unavailable | 175 | 10% | 10% | 5 | 12% | |
| I don't know | 681 | 39% | 37% | 15 | 36% | |

10a How would you rate your current access to the following? Public buildings that are accessible to people with my physical abilities

| | Total | proportion | Town-weighted proportion | Erving | | Erving (n = 45) |
|--------------|-------|------------|--------------------------|--------|------------|-----------------|
| | | | | Count | Proportion | |
| Excellent | 495 | 28% | 26% | 11 | 26% | |
| Good | 899 | 50% | 51% | 24 | 57% | |
| Poor | 138 | 8% | 10% | 1 | 2% | |
| Unavailable | 25 | 1% | 1% | 0 | 0% | |
| I don't know | 226 | 13% | 13% | 6 | 14% | |

10b How would you rate your current access to the following? Well-maintained and safe outdoor public spaces with adequate benches and accessibility.

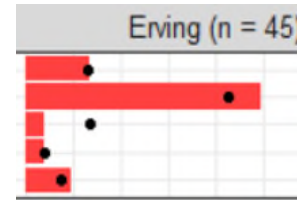
| | Total | proportion | Town-weighted proportion | Erving | | Erving (n = 45) |
|--------------|-------|------------|--------------------------|--------|------------|-----------------|
| | | | | Count | Proportion | |
| Excellent | 292 | 16% | 16% | 8 | 19% | |
| Good | 762 | 43% | 45% | 26 | 62% | |
| Poor | 437 | 24% | 25% | 2 | 5% | |
| Unavailable | 82 | 5% | 3% | 1 | 2% | |
| I don't know | 217 | 12% | 11% | 5 | 12% | |

10c How would you rate your current access to the following? Well-lit and accessible streets or roads for pedestrians and people with

| | Total | proportion | Town-weighted proportion | Erving | | Erving (n = 45) |
|--------------|-------|------------|--------------------------|--------|------------|-----------------|
| | | | | Count | Proportion | |
| Excellent | 129 | 7% | 9% | 4 | 10% | |
| Good | 431 | 24% | 27% | 19 | 45% | |
| Poor | 695 | 39% | 40% | 12 | 29% | |
| Unavailable | 260 | 15% | 9% | 0 | 0% | |
| I don't know | 269 | 15% | 15% | 7 | 17% | |

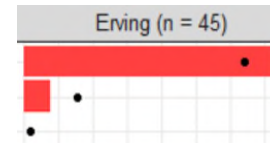
10d How would you rate your current access to the following? Easy to read traffic signs and visual cues for pedestrian crossings

| | Total | proportion | Town-weighted proportion | Erving Count | Erving Proportion |
|--------------|-------|------------|--------------------------|-----------------|----------------------|
| Excellent | 251 | 14% | 16% | 7 | 17% |
| Good | 867 | 49% | 53% | 26 | 62% |
| Poor | 330 | 19% | 17% | 2 | 5% |
| Unavailable | 159 | 9% | 5% | 2 | 5% |
| I don't know | 172 | 10% | 9% | 5 | 12% |



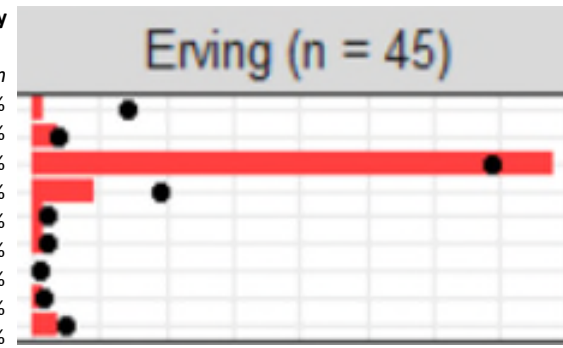
11 Do you feel safe in your home and community?

| | Total | proportion | Town-weighted proportion | Erving Count | Erving Proportion |
|-------------------------|-------|------------|--------------------------|-----------------|----------------------|
| I always feel safe | 1502 | 82% | 80% | 39 | 91% |
| I sometimes feel unsafe | 313 | 17% | 19% | 4 | 9% |
| I often feel unsafe | 21 | 1% | 2% | 0 | 0% |



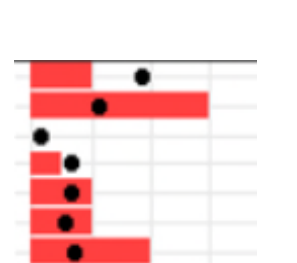
13 How do you usually get around for shopping, medical appointments, social events or other things? Check all that apply

| | Total | proportion | Town-weighted proportion | Erving Count | Erving Proportion |
|--|-------|------------|--------------------------|-----------------|----------------------|
| Walk | 280 | 15% | 18% | 1 | 2% |
| Bike | 99 | 5% | 5% | 2 | 5% |
| Drive myself | 1672 | 90% | 86% | 42 | 98% |
| Have others drive me | 407 | 22% | 24% | 5 | 12% |
| Use public transportation | 33 | 2% | 3% | 1 | 2% |
| Use a special transportation service, such a | 35 | 2% | 3% | 1 | 2% |
| Use a taxi service or Uber/Lyft | 10 | 1% | 1% | 0 | 0% |
| I do not leave the house | 29 | 2% | 2% | 1 | 2% |
| Other transportation | 93 | 5% | 6% | 2 | 5% |



14 Are you experiencing any of these difficulties in meeting your transportation needs? Check all that apply

| | Total | Proportion | Town-weighted proportion | Erving Count | Erving Proportion |
|--|-------|------------|--------------------------|-----------------|----------------------|
| There is no public transportation in my area | 655 | 33% | 23% | 2 | 13% |
| Public transportation is too hard to get to | 256 | 13% | 14% | 6 | 38% |
| Public transportation is too expensive | 25 | 1% | 2% | 0 | 0% |
| Car maintenance is too expensive | 137 | 7% | 8% | 1 | 6% |
| Not enough free parking available | 125 | 6% | 8% | 2 | 13% |
| Lack of assistance for people with mobility | 118 | 6% | 7% | 2 | 13% |
| Other difficulties | 159 | 8% | 9% | 4 | 25% |



16 Do you have a Village or Neighbor-to-Neighbor support program in your town?

| | Total | proportion | Town-weighted proportion | Count | Proportion |
|--------------|-------|------------|--------------------------|-------|------------|
| Yes | 650 | 36% | 21% | 3 | 7% |
| No | 290 | 16% | 21% | 16 | 37% |
| I don't know | 871 | 48% | 58% | 24 | 56% |

Erving



17 If there is/was such a program, would you be interested in joining it? Check all that apply

| | Total | proportion | Town-weighted proportion | Count | Proportion |
|--|-------|------------|--------------------------|-------|------------|
| I am already a member of our local Neighbor | 274 | 17% | 12% | 0 | 0% |
| I would be interested in receiving neighbor | 451 | 28% | 31% | 13 | 34% |
| I would be interested in volunteering to sup | 669 | 41% | 44% | 14 | 37% |
| None of the above | 507 | 31% | 31% | 18 | 47% |

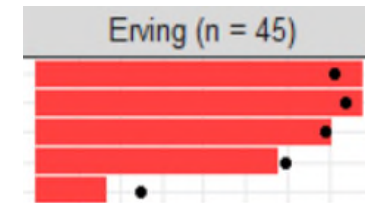
Erving



18 Please read these statements and check all that apply

| | Total | proportion | Town-weighted proportion | Count | Proportion |
|--|-------|------------|--------------------------|-------|------------|
| I have a reliable internet connection at hon | 1624 | 92% | 89% | 42 | 98% |
| I have access to a computer, tablet or smar | 1666 | 94% | 92% | 42 | 98% |
| I know how to use a computer, tablet or sr | 1556 | 88% | 86% | 38 | 88% |
| I can use Zoom or other video chat program | 1390 | 79% | 74% | 31 | 72% |
| I want to learn how to use new technology | 527 | 30% | 31% | 9 | 21% |

Erving



19a How would you rate the region on having the following? A variety of healthcare professionals, including specialists

| | Total | proportion | Town-weighted proportion | Count | Proportion |
|--------------|-------|------------|--------------------------|-------|------------|
| Excellent | 294 | 16% | 15% | 5 | 12% |
| Good | 910 | 51% | 50% | 25 | 58% |
| Poor | 439 | 24% | 26% | 13 | 30% |
| Unavailable | 31 | 2% | 1% | 0 | 0% |
| I don't know | 119 | 7% | 7% | 0 | 0% |

Erving



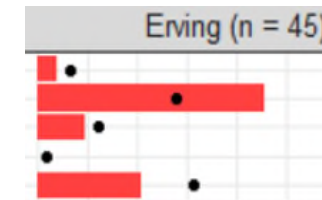
19b How would you rate the region on having the following? Affordable, certified home health care providers

| | Total | proportion | Town-weighted proportion | Count | Erving Proportion |
|--------------|-------|------------|--------------------------|-------|----------------------|
| Excellent | 94 | 5% | 6% | 2 | 5% |
| Good | 351 | 20% | 20% | 16 | 38% |
| Poor | 356 | 20% | 21% | 10 | 24% |
| Unavailable | 34 | 2% | 1% | 0 | 0% |
| I don't know | 941 | 53% | 51% | 14 | 33% |



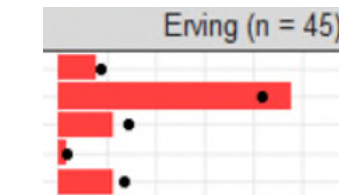
19c How would you rate the region on having the following? Health and wellness programs in areas such as nutrition, pain

| | Total | proportion | Town-weighted proportion | Count | Erving Proportion |
|--------------|-------|------------|--------------------------|-------|----------------------|
| Excellent | 137 | 8% | 8% | 2 | 5% |
| Good | 590 | 33% | 35% | 24 | 57% |
| Poor | 269 | 15% | 15% | 5 | 12% |
| Unavailable | 39 | 2% | 2% | 0 | 0% |
| I don't know | 740 | 42% | 39% | 11 | 26% |



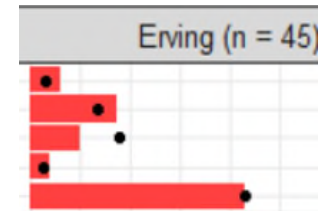
19d How would you rate the region on having the following? Conveniently located health and social services

| | Total | proportion | Town-weighted proportion | Count | Erving Proportion |
|--------------|-------|------------|--------------------------|-------|----------------------|
| Excellent | 182 | 10% | 11% | 4 | 10% |
| Good | 868 | 49% | 52% | 25 | 60% |
| Poor | 371 | 21% | 18% | 6 | 14% |
| Unavailable | 47 | 3% | 2% | 1 | 2% |
| I don't know | 298 | 17% | 17% | 6 | 14% |



19e How would you rate the region on having the following? Accessible mental health support for elders

| | Total | proportion | Town-weighted proportion | Count | Erving Proportion |
|--------------|-------|------------|--------------------------|-------|----------------------|
| Excellent | 66 | 4% | 4% | 3 | 7% |
| Good | 258 | 15% | 17% | 9 | 22% |
| Poor | 365 | 21% | 22% | 5 | 12% |
| Unavailable | 58 | 3% | 3% | 2 | 5% |
| I don't know | 1001 | 57% | 54% | 22 | 54% |



19f How would you rate the region on having the following? Easy-to-find information when looking for services

| | Total | proportion | Town-weighted proportion | Count | Proportion | Erving |
|--------------|-------|------------|--------------------------|-------|------------|--------|
| Excellent | 133 | 8% | 7% | 2 | 5% | |
| Good | 707 | 41% | 42% | 22 | 54% | |
| Poor | 414 | 24% | 26% | 8 | 20% | |
| Unavailable | 46 | 3% | 2% | 1 | 2% | |
| I don't know | 421 | 24% | 23% | 8 | 20% | |

19g How would you rate the region on having the following? Health and social service providers who speak my language

| | Total | proportion | Town-weighted proportion | Count | Proportion | Erving |
|--------------|-------|------------|--------------------------|-------|------------|--------|
| Excellent | 683 | 41% | 38% | 14 | 36% | |
| Good | 558 | 32% | 35% | 14 | 36% | |
| Poor | 53 | 3% | 4% | 3 | 8% | |
| Unavailable | 23 | 1% | 1% | 0 | 0% | |
| I don't know | 353 | 21% | 21% | 8 | 21% | |

19h How would you rate the region on having the following? Adequate caregiver support (respite services, support groups...)

| | Total | proportion | Town-weighted proportion | Count | Proportion | Erving |
|--------------|-------|------------|--------------------------|-------|------------|--------|
| Excellent | 72 | 4% | 5% | 1 | 2% | |
| Good | 287 | 17% | 17% | 9 | 22% | |
| Poor | 261 | 15% | 16% | 6 | 15% | |
| Unavailable | 45 | 3% | 3% | 2 | 5% | |
| I don't know | 1027 | 61% | 59% | 23 | 56% | |

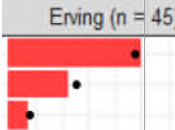
22 How many times have you used telehealth (communication via phone call/video chat) to talk to a healthcare provider?

| | Total | proportion | Town-weighted proportion | Count | Proportion | Erving |
|-------------------|-------|------------|--------------------------|-------|------------|--------|
| More than 5 times | 340 | 19% | 18% | 10 | 25% | |
| 2-5 times | 729 | 42% | 41% | 14 | 35% | |
| Once | 229 | 13% | 13% | 6 | 15% | |
| Never | 457 | 26% | 27% | 10 | 25% | |

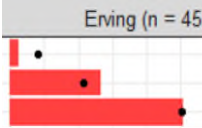
23a If you have ever used telehealth, read the following statements and then select your level of agreement. Overall, I had a good experience talking to my healthcare provider via a phon

| | Total | proportion | Town-weighted proportion | Count | Proportion | Erving |
|----------|-------|------------|--------------------------|-------|------------|--------|
| Agree | 909 | 70% | 70% | 17 | 53% | |
| Neutral | 323 | 25% | 24% | 9 | 28% | |
| Disagree | 69 | 5% | 6% | 6 | 19% | |

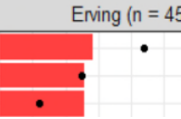
23b If you have ever used telehealth, read the following statements and then select your level of agreement. I would have preferred to see my provider in person

| | Total | proportion | Town-weighted proportion | Count | Proportion | Erving (n = 45) |
|----------|-------|------------|--------------------------|-------|------------|---|
| Agree | 754 | 58% | 59% | 20 | 63% |  |
| Neutral | 404 | 31% | 32% | 9 | 28% | |
| Disagree | 150 | 11% | 10% | 3 | 9% | |

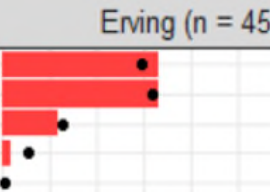
23c If you have ever used telehealth, read the following statements and then select your level of agreement. The telehealth technology was confusing for me to use

| | Total | proportion | Town-weighted proportion | Count | Proportion | Erving (n = 45) |
|----------|-------|------------|--------------------------|-------|------------|---|
| Agree | 93 | 7% | 10% | 1 | 3% |  |
| Neutral | 323 | 26% | 27% | 10 | 33% | |
| Disagree | 839 | 67% | 63% | 19 | 63% | |


23d If you have ever used telehealth, read the following statements and then select your level of agreement. I would use telehealth again in the future, even after the pandemic

| | Total | proportion | Town-weighted proportion | Count | Proportion | Erving (n = 45) |
|----------|-------|------------|--------------------------|-------|------------|---|
| Agree | 720 | 56% | 55% | 11 | 35% |  |
| Neutral | 385 | 30% | 31% | 10 | 32% | |
| Disagree | 181 | 14% | 15% | 10 | 32% | |




24 How often do you interact with people who do not live with you?

| | Total | proportion | Town-weighted proportion | Count | Proportion | Erving (n = 45) |
|-----------------------|-------|------------|--------------------------|-------|------------|--|
| Every day | 641 | 36% | 37% | 17 | 41% |  |
| Multiple times a week | 725 | 41% | 40% | 17 | 41% | |
| Weekly | 291 | 16% | 16% | 6 | 15% | |
| 1-2 times per month | 104 | 6% | 7% | 1 | 2% | |
| Never | 9 | 1% | 1% | 0 | 0% | |

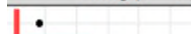


25a How often do you feel the following? I feel lonely

| | Total | proportion | Town-weighted proportion | Count | Proportion | Erving (n = 45) |
|-----------------|-------|------------|--------------------------|-------|------------|---|
| Often | 118 | 7% | 9% | 1 | 2% |  |
| Sometimes | 596 | 35% | 35% | 14 | 34% | |
| Rarely or never | 976 | 58% | 56% | 26 | 63% | |




25b How often do you feel the following? I feel left out of my family

| | Total | proportion | Town-weighted proportion | Erving | | Erving (n = 45) |
|-----------------|-------|------------|--------------------------|--------|------------|---|
| | | | | Count | Proportion | |
| Often | 115 | 7% | 9% | 2 | 5% |  |
| Sometimes | 356 | 22% | 22% | 7 | 17% |  |
| Rarely or never | 1183 | 72% | 68% | 32 | 78% |  |

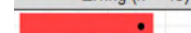

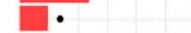
25c How often do you feel the following? I feel left out of my community

| | Total | proportion | Town-weighted proportion | Erving | | Erving (n = 45) |
|-----------------|-------|------------|--------------------------|--------|------------|---|
| | | | | Count | Proportion | |
| Often | 155 | 9% | 10% | 1 | 2% |  |
| Sometimes | 489 | 29% | 31% | 13 | 32% |  |
| Rarely or never | 1017 | 61% | 60% | 27 | 66% |  |

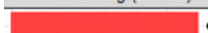
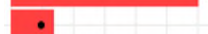

25d How often do you feel the following? I need more help

| | Total | proportion | Town-weighted proportion | Erving | | Erving (n = 45) |
|-----------------|-------|------------|--------------------------|--------|------------|---|
| | | | | Count | Proportion | |
| Often | 75 | 5% | 6% | 0 | 0% |  |
| Sometimes | 443 | 27% | 29% | 11 | 28% |  |
| Rarely or never | 1121 | 68% | 65% | 29 | 73% |  |

25e How often do you feel the following? I feel well-supported

| | Total | proportion | Town-weighted proportion | Erving | | Erving (n = 45) |
|-----------------|-------|------------|--------------------------|--------|------------|---|
| | | | | Count | Proportion | |
| Often | 901 | 54% | 52% | 23 | 58% |  |
| Sometimes | 528 | 31% | 31% | 12 | 30% |  |
| Rarely or never | 249 | 15% | 17% | 5 | 13% |  |

26 If you were in trouble or had an emergency, do you have family or friends who can help you at any time of the day or night?

| | Total | proportion | Town-weighted proportion | Erving | | Erving (n = 45) |
|---------------|-------|------------|--------------------------|--------|------------|---|
| | | | | Count | Proportion | |
| Yes | 1399 | 80% | 80% | 31 | 76% |  |
| I am not sure | 226 | 13% | 12% | 7 | 17% |  |
| No | 132 | 8% | 8% | 3 | 7% |  |

27a How would you rate your current access to the following? Conveniently located social and cultural activities for older people

| | Total | proportion | Town-weighted proportion | Erving | | Erving (n = 45) |
|--------------|-------|------------|--------------------------|--------|------------|-----------------|
| | | | | Count | Proportion | |
| Excellent | 174 | 10% | 12% | 8 | 20% | |
| Good | 715 | 41% | 42% | 24 | 59% | |
| Poor | 381 | 22% | 21% | 6 | 15% | |
| Unavailable | 64 | 4% | 3% | 0 | 0% | |
| I don't know | 395 | 23% | 22% | 3 | 7% | |

27b How would you rate your current access to the following? Events that are affordable to people with my income level

| | Total | proportion | Town-weighted proportion | Erving | | Erving (n = 45) |
|--------------|-------|------------|--------------------------|--------|------------|-----------------|
| | | | | Count | Proportion | |
| Excellent | 239 | 14% | 13% | 2 | 5% | |
| Good | 842 | 49% | 46% | 25 | 63% | |
| Poor | 258 | 15% | 18% | 4 | 10% | |
| Unavailable | 38 | 2% | 3% | 0 | 0% | |
| I don't know | 344 | 20% | 20% | 9 | 23% | |

27c How would you rate your current access to the following? Intergenerational activities that involve both younger and older people

| | Total | proportion | Town-weighted proportion | Erving | | Erving (n = 45) |
|--------------|-------|------------|--------------------------|--------|------------|-----------------|
| | | | | Count | Proportion | |
| Excellent | 87 | 5% | 5% | 0 | 0% | |
| Good | 445 | 26% | 26% | 18 | 45% | |
| Poor | 459 | 27% | 27% | 8 | 20% | |
| Unavailable | 93 | 5% | 6% | 0 | 0% | |
| I don't know | 624 | 37% | 36% | 14 | 35% | |

27d How would you rate your current access to the following? Social participation opportunities for people who speak my language

| | Total | proportion | Town-weighted proportion | Erving | | Erving (n = 45) |
|--------------|-------|------------|--------------------------|--------|------------|-----------------|
| | | | | Count | Proportion | |
| Excellent | 464 | 28% | 27% | 10 | 26% | |
| Good | 647 | 39% | 39% | 18 | 46% | |
| Poor | 109 | 7% | 6% | 0 | 0% | |
| Unavailable | 30 | 2% | 3% | 0 | 0% | |
| I don't know | 412 | 25% | 25% | 11 | 28% | |

27e How would you rate your current access to the following? Fitness and outdoor recreational opportunities

| | Total | proportion | Town-weighted proportion | Count | Erving Proportion | |
|--------------|-------|------------|--------------------------|-------|-------------------|--|
| Excellent | 457 | 27% | 25% | 11 | 28% | |
| Good | 716 | 43% | 42% | 19 | 48% | |
| Poor | 227 | 14% | 15% | 5 | 13% | |
| Unavailable | 46 | 3% | 3% | 0 | 0% | |
| I don't know | 234 | 14% | 15% | 5 | 13% | |

27f How would you rate your current access to the following? Access to computers and the Internet through the senior center, library or other public building

| | Total | proportion | Town-weighted proportion | Count | Erving Proportion | |
|--------------|-------|------------|--------------------------|-------|-------------------|--|
| Excellent | 377 | 23% | 21% | 17 | 43% | |
| Good | 665 | 40% | 39% | 20 | 50% | |
| Poor | 135 | 8% | 8% | 0 | 0% | |
| Unavailable | 57 | 3% | 3% | 0 | 0% | |
| I don't know | 431 | 26% | 28% | 3 | 8% | |

28a How would you rate your current access to the following? Volunteering opportunities for older people

| | Total | proportion | Town-weighted proportion | Count | Erving Proportion | |
|--------------|-------|------------|--------------------------|-------|-------------------|--|
| Excellent | 296 | 17% | 17% | 5 | 13% | |
| Good | 667 | 40% | 39% | 21 | 53% | |
| Poor | 166 | 10% | 11% | 2 | 5% | |
| Unavailable | 35 | 2% | 3% | 0 | 0% | |
| I don't know | 539 | 32% | 32% | 12 | 30% | |

28b How would you rate your current access to the following? Civic engagement opportunities for older people, such as participating in a town committee or council

| | Total | proportion | Town-weighted proportion | Count | Erving Proportion | |
|--------------|-------|------------|--------------------------|-------|-------------------|--|
| Excellent | 387 | 23% | 19% | 9 | 23% | |
| Good | 729 | 43% | 38% | 21 | 53% | |
| Poor | 121 | 7% | 10% | 1 | 3% | |
| Unavailable | 25 | 1% | 2% | 0 | 0% | |
| I don't know | 424 | 25% | 31% | 9 | 23% | |

28c How would you rate your current access to the following? Access to information about town updates

| | Total | proportion | Town-weighted proportion | Count | Erving Proportion | |
|--------------|-------|------------|--------------------------|-------|-------------------|--|
| Excellent | 408 | 24% | 18% | 15 | 38% | |
| Good | 873 | 51% | 51% | 24 | 60% | |
| Poor | 227 | 13% | 15% | 0 | 0% | |
| Unavailable | 18 | 1% | 1% | 0 | 0% | |
| I don't know | 171 | 10% | 14% | 1 | 3% | |

28d How would you rate your current access to the following? Remote engagement options for elders who are home-bound

| | Total | proportion | Town-weighted proportion | Count | Erving Proportion | |
|--------------|-------|------------|--------------------------|-------|-------------------|--|
| Excellent | 62 | 4% | 3% | 1 | 3% | |
| Good | 224 | 13% | 13% | 9 | 24% | |
| Poor | 192 | 11% | 13% | 2 | 5% | |
| Unavailable | 61 | 4% | 4% | 0 | 0% | |
| I don't know | 1131 | 68% | 66% | 26 | 68% | |

28e How would you rate your current access to the following? Flexible employment options for older people

| | Total | proportion | Town-weighted proportion | Count | Erving Proportion | |
|--------------|-------|------------|--------------------------|-------|-------------------|--|
| Excellent | 26 | 2% | 2% | 1 | 3% | |
| Good | 162 | 10% | 11% | 8 | 21% | |
| Poor | 285 | 17% | 18% | 8 | 21% | |
| Unavailable | 88 | 5% | 5% | 1 | 3% | |
| I don't know | 1111 | 66% | 63% | 20 | 53% | |

29 Is financial insecurity a worry for you now and as you get older?

| | Total | proportion | Town-weighted proportion | Count | Erving Proportion | |
|--|-------|------------|--------------------------|-------|-------------------|--|
| Financial insecurity is my biggest worry | 232 | 14% | 16% | 4 | 10% | |
| I have trouble getting by each month | 117 | 7% | 9% | 3 | 8% | |
| I feel ok now but I'm worried about the future | 743 | 44% | 43% | 18 | 46% | |
| I have enough money for necessities and expenses | 869 | 51% | 48% | 23 | 59% | |

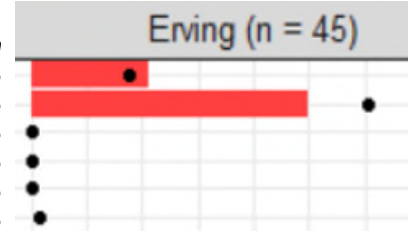
30 Overall, how would you rate your town as a place for people to live as they age?

| | Total | proportion | Town-weighted proportion | Erving Count | Erving Proportion |
|-----------|-------|------------|--------------------------|--------------|-------------------|
| Excellent | 120 | 7% | 7% | 8 | 20% |
| Good | 746 | 44% | 46% | 23 | 58% |
| Fair | 651 | 38% | 36% | 8 | 20% |
| Poor | 189 | 11% | 10% | 1 | 3% |



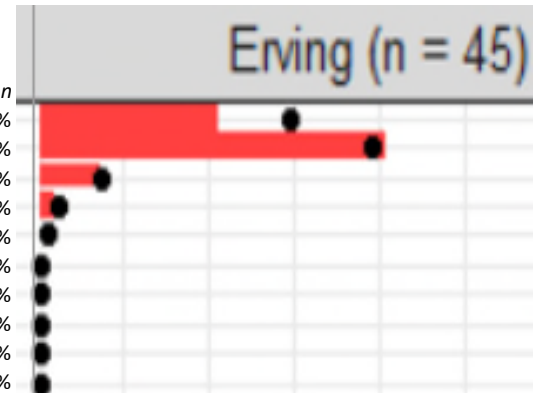
32 What is your gender?

| | Total | proportion | Town-weighted proportion | Erving Count | Erving Proportion |
|--------------------|-------|------------|--------------------------|--------------|-------------------|
| Male | 433 | 25% | 22% | 12 | 27% |
| Female | 1240 | 72% | 76% | 28 | 62% |
| Gender Nonbinary | 9 | 1% | 0% | 0 | 0% |
| Transgender male | 0 | 0% | 0% | 0 | 0% |
| Transgender female | 0 | 0% | 0% | 0 | 0% |
| Prefer not to say | 38 | 2% | 2% | 0 | 0% |



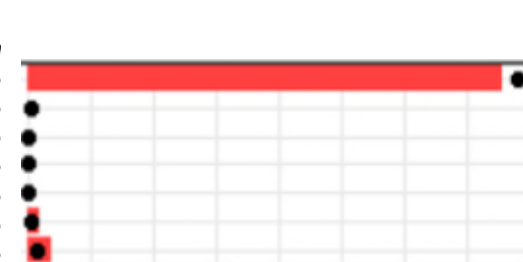
33 How many people live in your household, including you?

| | Total | proportion | Town-weighted proportion | Erving Count | Erving Proportion |
|----|-------|------------|--------------------------|--------------|-------------------|
| 1 | 553 | 33% | 37% | 12 | 27% |
| 2 | 915 | 54% | 49% | 23 | 51% |
| 3 | 140 | 8% | 9% | 4 | 9% |
| 4 | 55 | 3% | 3% | 1 | 2% |
| 5 | 17 | 1% | 1% | 0 | 0% |
| 6 | 5 | 0% | 0% | 0 | 0% |
| 7 | 5 | 0% | 0% | 0 | 0% |
| 8 | 1 | 0% | 0% | 0 | 0% |
| 9 | 0 | 0% | 0% | 0 | 0% |
| 10 | 1 | 0% | 0% | 0 | 0% |



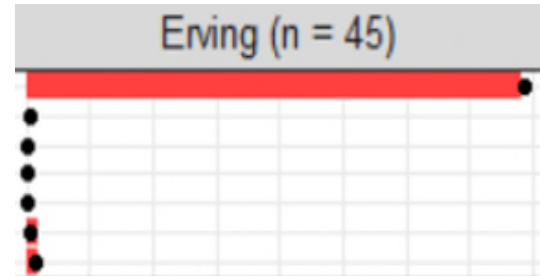
34 How would you describe yourself?

| | Total | proportion | Town-weighted proportion | Erving Count | Erving Proportion |
|-----------------------------------|-------|------------|--------------------------|--------------|-------------------|
| White | 1596 | 94% | 92% | 37 | 95% |
| Black / African American | 10 | 1% | 1% | 0 | 0% |
| Asian | 7 | 0% | 0% | 0 | 0% |
| American Indian or Native Alaskan | 13 | 1% | 1% | 0 | 0% |
| Hispanic / Latino | 5 | 0% | 0% | 0 | 0% |
| Prefer not to say | 71 | 4% | 4% | 1 | 3% |
| Other race | 48 | 3% | 3% | 2 | 5% |



35 What languages do you speak at home?

| | <i>Total</i> | <i>proportion</i> | <i>Town-weighted proportion</i> | Erving | |
|----------------|--------------|-------------------|---------------------------------|--------------|-------------------|
| | | | | <i>Count</i> | <i>Proportion</i> |
| English | 1717 | 100% | 98% | 39 | 98% |
| Spanish | 13 | 1% | 1% | 0 | 0% |
| Chinese | 3 | 0% | 0% | 0 | 0% |
| Moldovan | 0 | 0% | 0% | 0 | 0% |
| Russian | 1 | 0% | 0% | 0 | 0% |
| French | 19 | 1% | 1% | 1 | 3% |
| Other language | 33 | 2% | 2% | 1 | 3% |



MEMORANDUM OF UNDERSTANDING
by and between
The TOWN OF Erving
AND
FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS
for Mass in Motion Age-friendly Planning

This Memorandum of Understanding (hereinafter referred to as “Agreement”) is by and between the Town of Erving, Massachusetts (hereinafter referred to as the “Town”), having a usual place of business at 12 East Main Street, Erving, MA 01344, and the Franklin Regional Council of Governments, hereinafter called “FRCOG”, doing business at 12 Olive St. Ste 2, Greenfield, MA 01301. This agreement is effective as of December 19, 2022.

Whereas the FRCOG proposes to engage the Town for the completion of the tasks outlined in Article 2 – Scope of Services.

Now therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

ARTICLE 1 ENGAGEMENT OF THE TOWN

The FRCOG hereby engages the Town and the Town hereby accepts the engagement to perform services in connection with the preparation and completion of the tasks specified in the Scope of Services identified in Article 2.

The FRCOG may terminate this Agreement for nonperformance of the services required under this Agreement including the progress of work for such services.

Upon receipt of written notification from the FRCOG to the Town that the Agreement or any portion thereof is to be terminated, the Town shall immediately cease operations on the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of the Agreement that may be in the possession or custody of the Town and shall transmit the same to the FRCOG on or before the fifteenth (15th) day following the receipt of the written notice of termination together with evaluation of the cost of the work performed. The Town shall be entitled to complete payment for any satisfactorily completed uncompensated work performed prior to such notice and for the cost of assembling the material to be transmitted to the FRCOG.

In the event that there is a disagreement between the FRCOG and the Town, the terms of this Agreement for Services shall control.

ARTICLE 2 – SCOPE OF SERVICES OF THE TOWN

1. Hold initial meeting with the FRCOG and at minimum Selectboard November/December 2022.
2. Convene small work group to work with FRCOG staff to set local age and dementia friendly community priorities. Up to \$4,230 is available to the town annually through this MOU. In Year One the funds should be used to support the planning process: Allowable costs include:
 - hiring an “age-friendly champion” from the town who will convene the workgroup throughout the planning process
 - expenses for food, childcare, travel for meetings or trainings and can be expended in the form of vouchers, as long as any of these do not offer cashback options
 - expenses for meeting support including equipment, meeting space, translation, technology and tech support.

Work group may include the Selectboard, Council on Aging, older adults, Board of Health, Public Library, Planning Board. We are especially interested in the participation of anyone with lived experience of disability.

- a. Review regional needs assessment data specific to Erving (December 2022/January 2023)
- b. Attend regional health equity training to ensure that strategies developed for the town support the neediest residents. (February 2023)

February-June 2023 (and into FY'24 under amended MOU as needed)

- c. Answer additional questions about needs in the town not already included in regional needs assessment.
- d. Identify priority issues for making the town more age and dementia-friendly, including identifying root causes of those issues.
- e. Identify strategies to address priority issues
- f. Identify who is responsible for implementing strategy(ies).
- g. With support of FRCOG, identify resources to support implementation of strategy(ies).

DELIVERABLES: Convene workgroup, meet at least twice, identify priority issues and root causes, strategies to address priorities, who will implement priorities, and resources to support implementation.

The Town shall perform the professional services in accordance with this Agreement. The Town shall receive prior approval from the FRCOG for any expenditure not specifically provided for in this Agreement, which is thought to be billable. The Town is advised that any work undertaken within the terms and provisions of this Agreement shall be with the full knowledge and consent of FRCOG and any work performed without the prior written agreement of the FRCOG, shall not be considered as work under this Agreement and payment for such work will not be allowed. The Town shall complete all work as specified in this Article.

ARTICLE 3 – TIME OF PERFORMANCE

The time period covered under this agreement is from Agreement signing through June 30, 2023. This Agreement may be extended by mutual written consent of the parties.

ARTICLE 4 RESPONSIBILITIES OF THE FRCOG

FRCOG staff will provide guidance and support to Town throughout the planning process and with the identification of resources to support implementation.

FRCOG staff, through Mass in Motion, will provide free training on health equity and will share other training opportunities as they become available.

FRCOG will provide up to \$4230 annually to support Town's planning and implementation. In Year One these funds should be used to enable community engagement in the town priority setting process. Future years can be spent on implementation.

ARTICLE 5 PAYMENTS

The Town shall be compensated on a cost reimbursement basis for services to be performed under this Agreement.

First class transportation and alcohol expenses are prohibited.

Payment will be made after the submission of an invoice in accordance with this section and the Scope of Services and typically within two weeks after receipt of invoice from the Town. Invoices should document periods or dates of service, staffing, hourly rates and description of services rendered. Backup invoices must be attached for reimbursement of any direct costs. We cannot reimburse for sales tax.

The final invoice for this project shall be submitted to the FRCOG no later than July 10, 2023.

The amount to be paid to the Town in this Agreement shall in no event exceed **\$4,230.**

The FRCOG prefers to pay vendors by Electronic Funds Transfer (EFT) and will require completion of an enrollment form for direct payment of invoiced amounts to the Town's bank account with the signed contract.

ARTICLE 6 OWNERSHIP OF WORK PRODUCT

All "Work Product" is public information. "Work Product" consists of all reports, notes, plans, creative materials and other information prepared by the Town under this

Agreement. No material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country. All material produced under the terms of this Agreement is public property and cannot be copyrighted.

ARTICLE 7 SEVERABILITY & APPLICABLE LAW

In the event that any provision of this Agreement shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

ARTICLE 8 AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

ARTICLE 9 ASSIGNABILITY

The Town shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the FRCOG. No subcontract may be awarded by the Town, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of the FRCOG.

ARTICLE 10 - CONFLICT OF INTEREST

No officer, employee, agent, or member of FRCOG or the Town shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of FRCOG or the Town, whether such interest is direct or indirect. FRCOG and the Town shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

ARTICLE 11 NON DISCRIMINATION

The Town shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

ARTICLE 12 INDEMNITY and INSURANCE

The Town shall indemnify the FRCOG from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the Town's performance under this agreement but only to the extent and in an amount the Town would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.

FRCOG shall indemnify the Town from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the FRCOG's performance under this agreement but only to the extent and in an amount the FRCOG would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L.c. 258.

By entering into this Agreement the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

The Town shall provide and maintain throughout the term of this Agreement all insurance for its employees, including health, workers' compensation, and other insurances in compliance with the statutory requirements of the Commonwealth of Massachusetts

ARTICLE 13 FORCE MAJEURE

Neither the Town nor the FRCOG shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are not limited to: acts of God or the enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this covenant, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

ARTICLE 14 GOVERNING LAW

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

ARTICLE 15 – VIOLATION OF LAW

The Town shall strictly observe and comply with all federal, state and local laws and regulations which may govern the work to be performed as herein specified.

ARTICLE 16 – AVAILABILITY OF FUNDS

The compensation provided by this Agreement is subject to the continued availability of grant funds and the continued availability of any other funds anticipated or earmarked for the work hereunder.

ARTICLE 17: MARGINAL HEADINGS, PRONOUNS

The marginal headings used in this Agreement are for convenience only and shall not be deemed to be a binding portion of this Agreement. The pronouns he, she, or it, are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

ARTICLE 18- - ENTIRE UNDERSTANDING

This Agreement, together with all documents included by reference herein, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

IN WITNESS THEREOF, the parties hereby execute this Agreement as of the dates written below:

For the TOWN OF Erving:

| | |
|-------|----------------|
| _____ | _____ |
| NAME | Signature Date |
| TITLE | |

For the FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS:

| | |
|--------------------|----------------|
| _____ | _____ |
| Linda Dunlavy | Signature Date |
| Executive Director | |

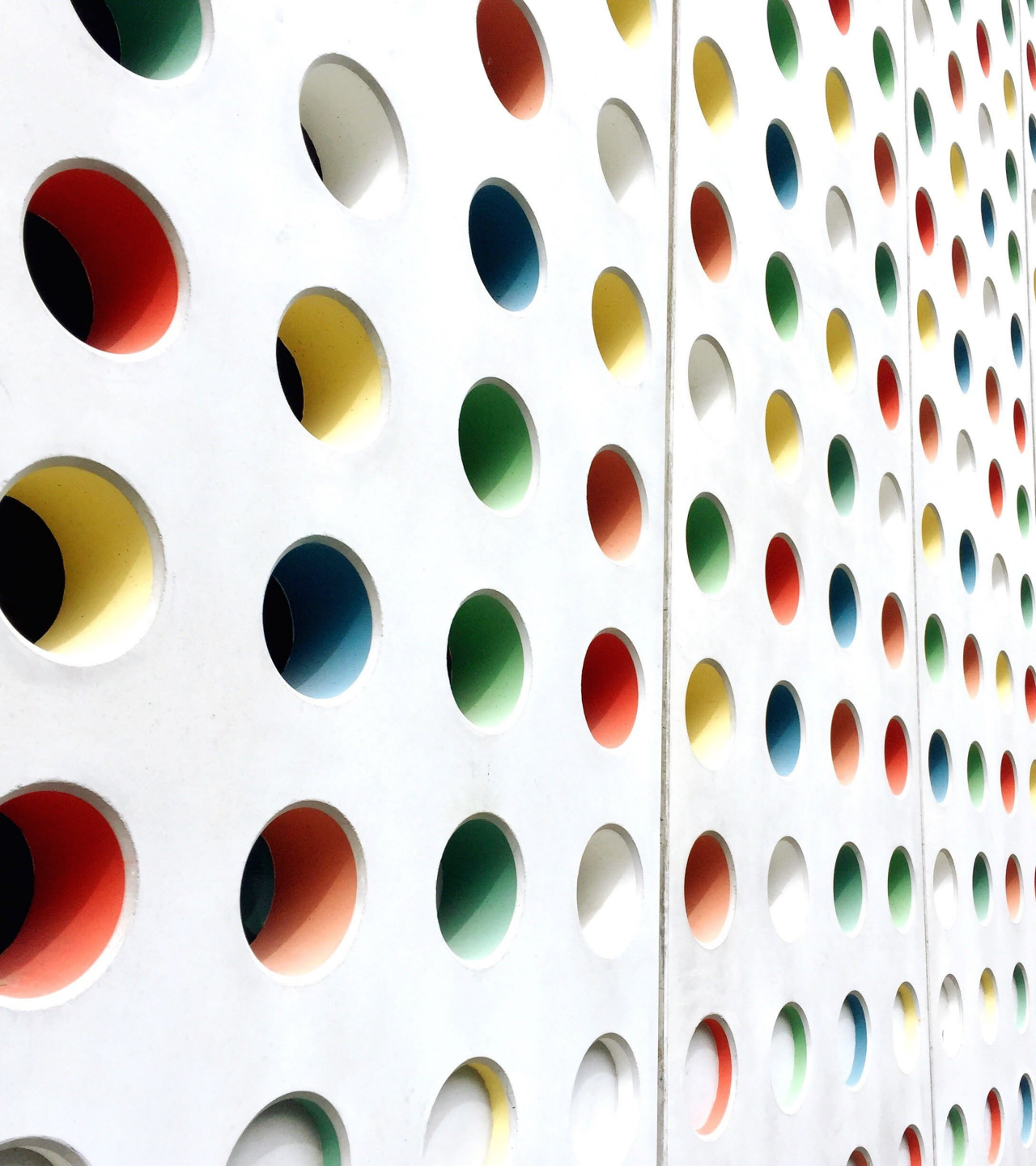
The Franklin Regional Council of Governments (FRCOG) does not discriminate on the basis of disability with respect to admission to, access to, or operation of its programs, services or activities. Individuals who need auxiliary aids for effective communication with respect to

programs and services of the FRCOG should contact the American with Disabilities Act (ADA) Compliance Coordinator civilrights@frcog.org .

For FRCOG Use Only

Contract Reviewed by Finance: _cem, 11/9/22_____ Grant Line # 04-373_____

Initial



Town of Erving Dental Proposal

Reasons for Exploring New Dental Plans

Employee testimonies:

- I find that for family plans, the coverage is lacking. Especially for specialties like orthodontics. I would be willing to pay more for better coverage
- I would be willing to pay more if it covered more. Like orthodontics, or extractions (wisdom teeth)
- I like that our current provider offers two options/levels of coverage that we currently get to choose from for dental coverage. However, I'd like to see a plan whose upper tier doesn't require us to pay a year in advance before having major dental work done, like crowns or crown replacements.
- I've used Delta in the past with good results.
- I would be willing to pay more for better coverage!
- It would be great if they covered more local dentists.

Reasons for Exploring New Dental Plans

- I am looking for better coverage that will cover more major dental issues. Thinks like braces, possible dentures, major surgery. I would like to have a better dental plan that covers more than an x-ray, cleaning and basic cavity coverage.
- I believe our current dental does not cover enough and I have had to pay out of pocket 1000.00 of dollars for dental care. So, a raise in my premium for better coverage is worth it.
- I have only used our insurance once this year, and my dental office does not have Guardian as an in-network provider.
- I have had Dental Blue with Blue Cross Blue Shield in the past and have good success with them.
- I would be happy to pay additional costs for a dental program that include more options such as orthodontic coverage, oral surgery, mouthguards, etc.

Reasons for Exploring New Dental Plans

- I'm happy with the cost and coverage that we have currently.
- I am all for a new dental provider. I had Delta Dental at Yankee and it was very good. With the cost of dental work today
- Yes, I would be interested.
- I am looking for better coverage that will cover more major dental issues. Things like braces, possible dentures, major surgery. I would like to have a better dental plan that covers more than an x-ray, cleaning and basic cavity coverage.
- I have no issue pay more if we get more. In the long run it will pay off.
- No thank you. I am not interested in paying more and I'm not interested in changing providers at this time.
- Yes, I am willing to pay more.

Aflac Dental

| | <u>Employee Only</u> | <u>Employee + Spouse</u> | <u>Employee + Children</u> | <u>2 Parent Family</u> |
|---|--------------------------|------------------------------|--------------------------------|----------------------------|
| <u>PPO2 (with orthodontic coverage):</u> | | | | |
| Employer paid | \$40.24 | \$81.94 | \$98.20 | \$144.86 |
| Employee paid | \$46.76 | \$95.22 | \$114.12 | \$168.34 |
| <u>MAC2 (with orthodontic coverage):</u> | | | | |
| Employer paid | \$31.10 | \$62.96 | \$77.94 | \$113.80 |
| Employee paid | \$36.14 | \$73.16 | \$90.58 | \$132.26 |

Retirees are not eligible

Aflac

| Services | In-Network and Out-of-Network Benefit |
|---|--|
| <p>PREVENTIVE AND DIAGNOSTIC SERVICES</p> <ul style="list-style-type: none"> • Routine exams and cleanings (two per year; two additional cleanings when recommended by a medical doctor due to an underlying medical condition) • Bitewing x-rays (one per 12 months) • Full-mouth x-rays (one every 36 months) • Sealants (for children under age 16; one per tooth per 36 months) • Fluoride treatments (for children under age 19; one per 12 months) • Space maintainers | <p>100% (deductible waived)</p> |
| <p>BASIC SERVICES</p> <ul style="list-style-type: none"> • Fillings (amalgam and composite) • Emergency palliative care • Simple and surgical extractions • Crown, bridge and denture repair | <p>80%</p> |
| <p>MAJOR SERVICES</p> <ul style="list-style-type: none"> • Inlays, onlays, crowns, bridges and dentures • Nonsurgical and surgical periodontics • Endodontics • Oral surgery • Anesthesia | <p>50%</p> <hr/> <p>10% coinsurance in first 12 months</p> <ul style="list-style-type: none"> • for groups under 10 lives (waived for takeovers) • for groups with no prior coverage |

Aflac

| | |
|--|--|
| WAITING PERIODS | None |
| DEDUCTIBLE <ul style="list-style-type: none">• Waived for preventive• No deductible starting in year three | Year 1: \$50/person (three per family) Year 2: \$25/person (three per family) Year 3+: No deductible |
| ANNUAL MAX | \$1,500 |
| DENTAL ACCIDENTAL INJURY BENEFIT | Coinsurance increased to 100% for covered dental injuries. |
| MAXIMUM CARRYOVER BENEFIT <p>Members may build up an additional \$1,000 towards their annual maximum benefit. Those carryover benefits may be used for any covered dental procedures.</p> | <p>This benefit allows insured plan members to carryover \$250 each calendar year, if:</p> <ol style="list-style-type: none">1. An insured submits at least one qualifying claim for Class A dental expenses incurred during the calendar year, and/or2. At least one qualifying claim for any other Class dental expense in excess of applicable deductible or co-pay fees, and3. The total benefit amount paid stays below \$500 for that calendar year. |

Aflac

- A few comments regarding orthodontic benefits:
- Orthodontic benefits are available **only** for children **under 19** years of age.
- There is a **50%** coinsurance payment requirement for orthodontic benefits.
- There is a **12-month** waiting period before children become eligible for orthodontic benefits. (NOTE: Aflac can waive this requirement if our dental plan is replacing another carrier's dental plan).
- After the 12-month waiting period is over, each eligible person covered by the plan can receive up to **\$750** in orthodontic benefits per year.
- Each eligible person covered by the plan can receive a lifetime maximum of **\$1,500** in orthodontic benefits.
- Annual and lifetime maximum orthodontic benefits do **not** count toward the dental plan year maximum benefit amounts for traditional dental services.

MIIA-Dental Blue Freedom

DENTAL BLUE FREEDOM WITH ORTHODONTICS

| Preventive Benefit Group | Basic Benefit Group | Major Benefit Group |
|---|--|---|
| No Deductible | \$50 Per Member/\$150 Per Family Calendar-Year Deductible (in-network and out-of-network combined) | |
| Full Coverage | 80% Coverage | 50% Coverage |
| \$2,000 Per Member Calendar-Year Benefit Maximum (in-network and out-of-network combined) | | |
| Diagnostic <ul style="list-style-type: none"> • One complete initial oral exam, including initial dental history and charting of the teeth and supporting structures • Full mouth X-rays, seven or more films, or panoramic X-ray with bitewing X-rays once each 36 months • Bitewing X-rays twice per calendar year • Single tooth X-rays as needed • Study models and casts used in planning treatment once each 60 months • Periodic or routine oral exams twice per calendar year • Emergency exams | Restorative <ul style="list-style-type: none"> • Amalgam (silver) fillings (limited to one filling for each tooth surface in a 12-month period) • Composite resin (tooth color) fillings (limited to one filling for each tooth surface in a 12-month period) • Pin retention for fillings • Stainless steel crowns on baby teeth and on first permanent adult molars (members under age 16) Oral Surgery <ul style="list-style-type: none"> • Tooth extraction • Root removal • Biopsies | Prosthetics (teeth replacement) <ul style="list-style-type: none"> • Complete or partial dentures (including services to fabricate, measure, fit, and adjust them) once each 60 months for each arch • Fixed bridges (including services to fabricate, measure, fit, and adjust them) once each 60 months for each tooth • Replacement of dentures and bridges once each 60 months when the existing appliance can't be made serviceable • Adding teeth to an existing bridge • Temporary partial dentures to replace any of the six upper or six lower front teeth (only covered if they are installed immediately following the loss of teeth and during the period of healing) |

Preventive

- Routine cleaning, scaling, and polishing of the teeth twice per calendar year
- Fluoride treatment twice per calendar year (members under age 19)
- Sealants on permanent pre-molar and molar surfaces (members under age 18). Benefits are provided for one application per bicuspid or molar surface each 48 months.
- Space maintainers needed due to premature tooth loss (members under age 19)

Periodontics (gum and bone)

- Periodontal maintenance following active periodontal therapy once each three months

Periodontics (gum and bone)

- Periodontal scaling and root planing once per quadrant each 24 months
- Periodontal surgery once per quadrant each 36 months

Endodontics (roots and pulp)

- Root canal therapy (permanent teeth, once in a lifetime per tooth)
- Retreatment root canal therapy on permanent teeth, once in a lifetime for each tooth
- Therapeutic pulpotomy on primary or permanent teeth (members under age 16)
- Other endodontic surgery to treat or remove the dental root

Prosthetic Maintenance

- Repair of partial or complete dentures, crowns, and bridges once each 12 months
- Adding teeth to an existing complete or partial denture
- Rebase or relines of dentures once each 36 months
- Recementing of crowns, inlays, onlays, and fixed bridgework once each 12 months

Other Services

- Occlusal adjustments once each 24 months
- Services to treat root sensitivity
- General anesthesia when administered in conjunction with covered surgical services
- Emergency dental care to treat acute pain or to prevent permanent harm to a member*

Major Restorative (members age 16 or older)

- Crowns, once each 60 months for each tooth
- Metallic, porcelain, and composite resin inlays. Benefits are provided for an amalgam filling toward the cost of a metallic, porcelain, or composite resin inlay, once each 60 months for each tooth. You pay any balance.
- Metallic, porcelain, and composite resin onlays, once each 60 months for each tooth
- Replacement of crowns, once each 60 months for each tooth
- Replacement of metallic, porcelain, and composite resin inlays. Benefits are provided for an amalgam filling toward the cost of a metallic, porcelain, or composite resin inlay, once each 60 months for each tooth. You pay any balance.
- Replacement of metallic, porcelain, and composite resin onlays, once each 60 months for each tooth
- Post and core or crown buildup, once each 60 months for each tooth

Implants (members age 16 or older)

- Single tooth dental endosteal implants (the fixture and abutment portion) in addition to the allowance for the crown for the implant, once each 60 month period, when the implant replaces permanent teeth through the second molars

MIIA-Dental Blue Freedom

| | | |
|---|------------|----------|
| Dental Blue Freedom Plan - Option 1: 100%/80%/50% IN & OON; \$50/\$150 Ded; \$1,500 CYM with Rollover \$1,500 Ortho | Individual | \$57.22 |
| | Two Person | \$108.61 |
| | Family | \$168.14 |
| Dental Blue Freedom Plan - Option 2: 100%/100%/50% IN & OON; \$50/\$150 Ded; \$1,500 CYM with Rollover \$1,500 Ortho | Individual | \$62.17 |
| | Two Person | \$117.99 |
| | Family | \$182.66 |
| Dental Blue Freedom Plan - Option 3: 100%/80%/50% IN & OON; \$50/\$150 Ded; \$2,000 CYM with Rollover \$2,000 Ortho | Individual | \$63.32 |
| | Two Person | \$120.19 |
| | Family | \$186.06 |
| Dental Blue Freedom Plan - Option 4: 100%/100%/50% IN & OON; \$50/\$150 Ded; \$2,000 CYM with Rollover \$2,000 Ortho | Individual | \$68.26 |
| | Two Person | \$129.57 |
| | Family | \$200.58 |

Orthodontic Benefit Group

50% coverage for members up to age 19

No deductible

- Complete orthodontic exam
- Comprehensive or limited active orthodontic treatment, including appliances

\$2,000 Lifetime Benefit Maximum

Delta Dental

| | Delta Dental PPO Dentist* | Delta Dental Premier Dentist** | Non-Participating Dentist** |
|--|---------------------------|--------------------------------|---------------------------------------|
| Preventive Diagnostic Preventive | 100% | 100% | 100% of the maximum plan allowance*** |
| Basic Restorative Basic Restorative Oral Surgical Periodontics Endodontics Prosthetic Maintenance Emergency Dental Care General Anesthesia for Covered Surgical Services | 80% | 80% | 80% of the maximum plan allowance*** |
| Major Restorative Major Restorative Prosthodontics | 50% | 50% | 50% of the maximum plan allowance*** |
| Calendar Year Deductible (excluding Diagnostic and Preventive Services) \$50 per person or \$150 per family maximum | | | |

Calendar Year Maximum
\$1,500 per person

Delta Dental

| | | |
|--|------------|----------|
| 100%/80%/50%; \$50/\$150 Ded; \$1,500 CYM \$1,500 Ortho | Individual | \$57.67 |
| | Two Person | \$108.19 |
| | Family | \$161.97 |
| 100%/100%/50%; \$50/\$150 Ded; \$1,500 CYM \$1,500 Ortho | Individual | \$63.68 |
| | Two Person | \$120.11 |
| | Family | \$181.25 |
| 100%/80%/50%; \$50/\$150 Ded; \$2,000 CYM \$2,000 Ortho | Individual | \$62.92 |
| | Two Person | \$116.37 |
| | Family | \$170.67 |
| 100%/100%/50%; \$50/\$150 Ded; \$2,000 CYM \$2,000 Ortho | Individual | \$69.20 |
| | Two Person | \$128.86 |
| | Family | \$190.87 |

| Product | Plan Type | Delta | MIAA |
|---|------------|----------|----------|
| 100%/80%/50%; \$50/\$150 Ded; \$1,500 CYM \$1,500 Ortho | Individual | \$57.67 | \$57.22 |
| | Two Person | \$108.19 | \$108.61 |
| | Family | \$161.97 | \$168.14 |
| 100%/100%/50%; \$50/\$150 Ded; \$1,500 CYM \$1,500 Ortho | Individual | \$63.68 | \$62.17 |
| | Two Person | \$120.11 | \$117.99 |
| | Family | \$181.25 | \$182.66 |
| 100%/80%/50%; \$50/\$150 Ded; \$2,000 CYM \$2,000 Ortho | Individual | \$62.92 | \$63.32 |
| | Two Person | \$116.37 | \$120.19 |
| | Family | \$170.67 | \$186.06 |
| 100%/100%/50%; \$50/\$150 Ded; \$2,000 CYM \$2,000 Ortho | Individual | \$69.20 | \$68.26 |
| | Two Person | \$128.86 | \$129.57 |
| | Family | \$190.87 | \$200.58 |

*1-Year Waiting
Period

| Aflac | | |
|--|-----------------|----------|
| PPO2 100%/80%/50% \$50 Ded (Yr 1) \$25 Ded (Yr 2) No Ded (Yr 3) \$1,500 CYM \$750 Ortho* | Employee | \$40.24 |
| | Emp + Spouse | \$81.94 |
| | Emp + Children | \$98.20 |
| | 2 Parent Family | \$144.86 |
| MAC2 100%/80%/50% \$50 Ded (Yr 1) \$25 Ded (Yr 2) No Ded (Yr 3) \$1,500 CYM \$750 Ortho* (Less Coverage out of Network) | Employee | \$31.10 |
| | Emp + Spouse | \$62.96 |
| | Emp + Children | \$77.94 |
| | 2 Parent Family | \$113.80 |

Current Guardian Plan

| Your Dental Plan | Option 1: CORE PLAN | | Option 2: BUYUP PLAN | |
|---|-------------------------------------|-----------------------|-------------------------------------|-----------------------|
| Your Network is | DentalGuard Preferred | | DentalGuard Preferred | |
| Your Monthly premium | \$26.26 | | \$47.65 | |
| You and I dependent (Spouse or Child) | \$51.82 | | \$90.44 | |
| You, Spouse and Child(ren) | \$96.84 | | \$140.01 | |
| Calendar year deductible | <i>In-Network</i> | <i>Out-of-Network</i> | <i>In-Network</i> | <i>Out-of-Network</i> |
| Individual | \$50 | \$50 | \$50 | \$50 |
| Family limit | 3 per family | | 3 per family | |
| Waived for | Preventive | Preventive | Preventive | Preventive |
| Charges covered for you (co-insurance) | <i>In-Network</i> | <i>Out-of-Network</i> | <i>In-Network</i> | <i>Out-of-Network</i> |
| Preventive Care | 100% | 100% | 100% | 100% |
| Basic Care | 100% | 80% | 100% | 80% |
| Major Care | 0% | 0% | 50% | 50% |
| Orthodontia | Not Covered (applies to all levels) | | Not Covered (applies to all levels) | |
| Annual Maximum Benefit | \$1000 | \$1000 | \$1000 | \$1000 |
| Maximum Rollover | No | | Yes | |
| Rollover Threshold | | | \$500 | |
| Rollover Amount | | | \$250 | |
| Rollover In-network Amount | | | \$350 | |
| Rollover Account Limit | | | \$1000 | |
| Lifetime Orthodontia Maximum | Not Applicable | | Not Applicable | |
| Dependent Age Limits | 26 | | 26 | |

Things to Consider:

- MIIA requires sole vendor participation
- Aflac does not cover retirees
- Delta requires 70% participation along with 50% town contribution

Delta Dental:

| | | |
|--|------------|----------|
| 100%/80%/50%; \$50/\$150 Ded; \$1,500 CYM \$1,500 Ortho | Individual | \$57.67 |
| | Two Person | \$108.19 |
| | Family | \$161.97 |

| | | |
|---|------------|----------|
| 100%/100%/50%; \$50/\$150 Ded; \$2,000 CYM \$2,000 Ortho | Individual | \$69.20 |
| | Two Person | \$128.86 |
| | Family | \$190.87 |

Treasurer Recommendation:

Thank you for
your time this
evening!!



CHARLES D. BAKER
Governor

Office of the Governor Commonwealth of Massachusetts

State House
Boston, Massachusetts 02133
Tel: (617) 725-4000

KARYN E. POLITO
Lieutenant Governor

December 7, 2022

Chief Philip Wonkka
Town of Erving
10 East Main Street
Erving, MA 01344

Dear Chief Wonkka,

Congratulations! I am pleased to inform you that the Executive Office of Public Safety and Security and the Department of Fire Services (DFS) has awarded the Town of Erving \$10,500.00 in State Fiscal Year 2023 funding for the Firefighter Safety Equipment Grant Program.

Through great challenges in recent years, the fire service in Massachusetts has maintained the level of dependability and excellence that the citizens of the Commonwealth have come to expect. Please know how thankful I am for this, and how grateful I am to be able to provide your department with this important equipment.

The contract, terms and conditions, and other award documents for this program will be provided to you by DFS. Please contact Tim Moore at DFS with any questions about this award at 978-567-3721 or Timothy.Moore@mass.gov.

Sincerely,

A handwritten signature in blue ink that reads "Charles Baker".

Governor Charles D. Baker

A handwritten signature in blue ink that reads "Karyn E. Polito".

Lt. Governor Karyn E. Polito

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME: Town of Erving
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191786

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

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

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

| AUTHORIZED SIGNATORY NAME | TITLE |
|---------------------------|-------|
| | |
| | |
| | |
| | |
| | |

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

Signature

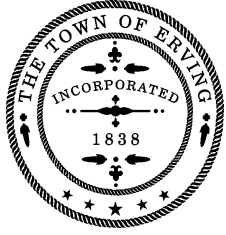
Date:

Title: Telephone:

Fax: Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

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

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

Bryan Smith
Town Administrator

December 14, 2022

To: Select Board
From: Bryan Smith, Town Administrator

RE: Request to Establish a Gift Fund for Poplar Mountain Conservation Area

The Conservation Commission is seeking approval from the Select Board to establish a gift fund for the care, maintenance, and improvement of the Poplar Mountain Conservation area. The request from the Conservation Commission is included for your review. Some interest has been expressed by individuals in making gifts towards the Conservation Area and the fund would provide the Town and the Commission with the appropriate fund type to receive such contributions.

Recommended Vote Language:

A motion to establish a gift fund for the Poplar Mountain Conservation Area, for use by the Conservation Commission, to receive donations and gifts to expend on the ongoing care, maintenance, and improvement of the Conservation Area.

From: [Carolyn Berg](#)
To: [Bryan Smith](#)
Cc: [Conservation Commission](#); [Mariah Kurtz](#)
Subject: Gift Fund Establishment
Date: Wednesday, December 7, 2022 9:47:26 AM

Hi Bryan,

Last night we discussed accepting donations for Poplar Mountain. Could you please request that the Selectboard setup a gift fund for the Poplar Mountain Conservation Area?

Thanks in advance!

Best,

Carie Berg
Conservation Commissioner
Commission Treasurer

Town of Erving
12 East Main Street
Erving, MA 01344
Tel: 413.422.2800

Mobile: 413.426.7477
Email: Carolyn.Berg@Erving-MA.gov

Please consider the environment before printing this email.

When writing or responding, please remember that the Secretary of State has determined that email is a public record, is subject to the Public Records Law, M.G.L. c. 66, § 10, and covered by Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521. This communication may contain privileged or other confidential information. If you are not the intended recipient or believe that you have received the communication in error, you are strictly prohibited from printing, copying, distributing, disseminating, or otherwise using this communication.

Notice:

When writing or responding, please remember that the Massachusetts Secretary of State has determined that email is a public record and subject to the Public Records Law, M.G.L. c. 66, and further covered by Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521.

This communication may contain privileged or other confidential information. If you are not the intended recipient or believe that you have received the communication in error, you are strictly prohibited from printing, copying, distributing, disseminating, or otherwise using this communication. Please discard this e-mail and any attachments, and notify the sender immediately.

COMMONWEALTH OF MASSACHUSETTS
TOWN OF ERVING

OFFICE OF THE BOARD OF WATER COMMISSIONERS
Water Commissioners Warrant to the Collector
Delinquency Fees **9th Commitment**, Fiscal Year 2023

To: Michele Turner, Tax/Water Collector for the Town of Erving in the County of Franklin

Greetings:

IN THE NAME OF THE COMMONWEALTH OF MASSACHUSETTS, you are hereby required to levy on and collect from the persons named in the water charges list herewith committed to you the amount of the water charges charged to each such person for delinquency fees as therein set forth, the sum of such list being One Hundred Seventy-five Dollars and No Cents (**\$175.00**).

Said charges are to be paid to Michele Turner, Town of Erving Tax Collector, or to his/her successor in office, at the times and in the manner provided by General Laws, Chapter 60, Section 2. As Collector, you must provide the Treasurer an account of all charges and fees collected by you. In addition, you are to make written return of said water charges and interest with your water charge list and of your doings thereon at such times as the Water Commissioners shall require.

You are to complete and make up an account of the collection of the whole sum hereon, committed to you, with interest, on or before December 31 of the current year.

The owner of the premises shall be responsible for the payment of all charges for water and service furnished to the property. Under the General Laws of Massachusetts Chapter 40 Section 42A as accepted in Article 7 of the Erving Special Town Meeting June 29, 1992, unpaid water bills become a lien on the property immediately following the due date for such rate or charge and collections will be made by the sale of property. Water bills will be mailed semi-annually. Water bill payment will be due thirty (30) days from the postmarked date of the original bill. Overdue notices will go to property owners and "current occupant" forty-five (45) days after the postmarked date of the original bill. Shut off notices will go to property owners and "current occupant" sixty (60) days after the postmarked date of the original bill. The shut off notice will specify that shut off will occur on or after Monday. Shut off will not occur sooner than seventy-five (75) days from the postmarked date of the original billing. The shut off notice will clearly state the earliest date that shut off can occur. There will be no further notice. Service will be restored as soon as possible, upon payment in full of all amounts due.

The levy and collection of the amounts are hereby committed to you. All interest, charges, and fees as provided by law, also apply. You are to have and to exercise all the powers conferred by the laws of this Commonwealth upon collectors of taxes.

Given under our hands this 19th day of December 2022.

WATER COMMISSIONERS OF ERVING

Jacob Smith, Chair

William A. Bembury

Scott Bastarache

Commitment Report

| Account Information | Meter Reads And Usage | Usage | Receivable | Amount |
|---|-----------------------|-------|---------------|----------------|
| 17 TOWNE MICHAEL R 4 STRACHAN ST Route 1 | | | Delinquency | \$25.00 |
| | | | Total: | \$25.00 |
| 68 JOHNSON YVONNE 3 RIVER RD Route 1 | | | Delinquency | \$25.00 |
| | | | Total: | \$25.00 |
| 212 FRITZ SCOTT A 6 CENTRAL ST Route 1 | | | Delinquency | \$25.00 |
| | | | Total: | \$25.00 |
| 215 WILLS JAIME 9 CENTRAL ST Route 1 | | | Delinquency | \$25.00 |
| | | | Total: | \$25.00 |
| 224 REED ERIC 13 PLEASANT ST Route 1 | | | Delinquency | \$25.00 |
| | | | Total: | \$25.00 |
| 236 CHASE PATRICK 8 UNION ST Route 1 | | | Delinquency | \$25.00 |
| | | | Total: | \$25.00 |
| 284 WHEELER COREY 24 FRENCH KING HIGHWAY Route 1 | | | Delinquency | \$25.00 |
| | | | Total: | \$25.00 |

Report Totals

| 7 Account(s) | Receivable Name | Total |
|--------------|---------------------------|-----------------|
| | Delinquency | \$175.00 |
| | Receivable Totals: | \$175.00 |

COMMONWEALTH OF MASSACHUSETTS
TOWN OF ERVING

OFFICE OF THE BOARD OF WATER COMMISSIONERS
Water Commissioners Warrant to the Collector
Final Water Use Charges **10th Commitment**, Fiscal Year 2023

To: Michele Turner, Tax/Water Collector for the Town of Erving in the County of Franklin

Greetings:

IN THE NAME OF THE COMMONWEALTH OF MASSACHUSETTS, you are hereby required to levy on and collect Forty Dollars and No Cents (\$40.00) for final charges at 17 Moore Street (#230).

Said charges are to be paid to Michele Turner, Town of Erving Tax Collector, or to his/her successor in office, at the times and in the manner provided by General Laws, Chapter 60, Section 2. As Collector, you must provide the Treasurer an account of all charges and fees collected by you. In addition, you are to make written return of said water charges and interest with your water charge list and of your doings thereon at such times as the Water Commissioners shall require.

You are to complete and make up an account of the collection of the whole sum hereon, committed to you, with interest, on or before December 31 of the current year.

The owner of the premises shall be responsible for the payment of all charges for water and service furnished to the property. Under the General Laws of Massachusetts Chapter 40 Section 42A as accepted in Article 7 of the Erving Special Town Meeting June 29, 1992, unpaid water bills become a lien on the property immediately following the due date for such rate or charge and collections will be made by the sale of property. Water bills will be mailed semi-annually. Water bill payment will be due thirty (30) days from the postmarked date of the original bill. Overdue notices will go to property owners and "current occupant" forty-five (45) days after the postmarked date of the original bill. Shut off notices will go to property owners and "current occupant" sixty (60) days after the postmarked date of the original bill. The shut off notice will specify that shut off will occur on or after Monday. Shut off will not occur sooner than seventy-five (75) days from the postmarked date of the original billing. The shut off notice will clearly state the earliest date that shut off can occur. There will be no further notice. Service will be restored as soon as possible, upon payment in full of all amounts due.

The levy and collection of the amounts are hereby committed to you. All interest, charges, and fees as provided by law, also apply. You are to have and to exercise all the powers conferred by the laws of this Commonwealth upon collectors of taxes.

Given under our hands this 19th day of December 2022.

WATER COMMISSIONERS OF ERVING

Jacob A. Smith, Chair

William A. Bembury

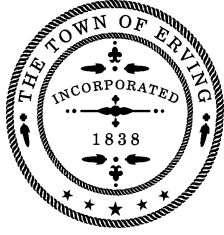
Scott Bastarache

Commitment Report

| Account Information | Meter Reads And Usage | Usage | Receivable | Amount |
|---------------------|-------------------------|----------------|---------------|----------------|
| 230 | 0049380056 Water Rate | Usage 0 | 0 Water | \$0.00 |
| TOWN OF ERVING | Read Date | Reading Type | Final Fee | \$40.00 |
| 17 MOORE STREET | Current Bill 12/14/2022 | 58,820 FIN | Total: | \$40.00 |
| Route 1 | Last Billed 3/21/2022 | 58,820 ACT | | |

Report Totals

| 1 Account(s) | <u>Receivable Name</u> | <u>Total</u> |
|--------------|---------------------------|----------------|
| | Water | \$0.00 |
| | Final Fee | \$40.00 |
| | Receivable Totals: | \$40.00 |



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

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

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

Bryan Smith
Town Administrator

December 16, 2022

To: Select Board
From: Bryan Smith, Town Administrator

RE: Calendar Year 2023 Liquor License Renewals

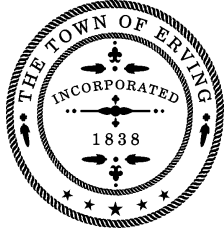
The following Erving businesses have applied for liquor license renewals for calendar year 2023. The license renewals have met the requirements and our office has verified that the applicants are current on tax payments. It is my recommendation that the Select Board issues the calendar year 2023 liquor license renewals for the businesses listed and with the effective and expiration dates listed.

| Business Name | Address | License Type | Effective Date | Expiration Date |
|----------------------------|-------------------------|---------------------------------------|-----------------------|------------------------|
| French King Bowling Center | 55 French King Highway | Liquor License Restaurant/All Alcohol | 01-Jan-23 | 31-Dec-23 |
| Weatherheads | 63 French King Highway | Liquor License - Retail Package Store | 01-Jan-23 | 31-Dec-23 |
| Flis Market | 5 West Main Street | Liquor License - Retail Package Store | 01-Jan-23 | 31-Dec-23 |
| French King Motor Inn | 129 French King Highway | Liquor License - Innkeeper | 01-Jan-23 | 31-Dec-23 |

A liquor license renewal application has been received for the following entity. I am calling attention to this because the business has not operated for most of 2022 and the building is marketed for lease. Our office has had some conversations with the license holder and it appears that there is uncertainty if the facility will be leased in the coming year and if a business using this license will operate at the location.

A similar situation arose with the former Crooked Tap in a previous license year. The Board initially renewed the license and had a follow up with the owners for the January meeting. In that scenario, the owners decided to withdraw their renewal application.

| Business Name | Address | License Type | Effective Date | Expiration Date |
|----------------------|--------------------|---------------------------------------|-----------------------|------------------------|
| Franklin Grocery | 1 West High Street | Liquor License - Retail Package Store | 01-Jan-23 | 31-Dec-23 |



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

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

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

Bryan Smith
Town Administrator

December 16, 2022

To: Select Board
From: Bryan Smith, Town Administrator

RE: Calendar Year 2023 License Renewals

The following Erving businesses have applied for license renewals for calendar year 2023. The license renewals have met the requirements and our office has verified that the applicants are current on tax payments. It is my recommendation that the Select Board issues the calendar year 2023 license renewals for the businesses listed and with the effective and expiration dates listed.

| Business Name | Address | License Type | Effective Date | Expiration Date |
|----------------------------|------------------------|-----------------------------|-----------------------|------------------------|
| French King Bowling Center | 55 French King Highway | Automatic Amusement Devices | 01-Jan-23 | 31-Dec-23 |

| Business Name | Address | License Type | Effective Date | Expiration Date |
|----------------------------|-------------------------|---------------------|-----------------------|------------------------|
| Dunkin Donuts | 63 French King Highway | Common Victualers | 01-Jan-23 | 31-Dec-23 |
| Flis Market | 5 West Main Street | Common Victualers | 01-Jan-23 | 31-Dec-23 |
| Freight House | 11 East Main Street | Common Victualers | 01-Jan-23 | 31-Dec-23 |
| French King Bowling Center | 55 French King Highway | Common Victualers | 01-Jan-23 | 31-Dec-23 |
| French King Motor Inn | 129 French King Highway | Common Victualers | 01-Jan-23 | 31-Dec-23 |
| French King Restaurant | 127 French King Highway | Common Victualers | 01-Jan-23 | 31-Dec-23 |

| Business Name | Address | License Type | Effective Date | Expiration Date |
|-----------------------|---------------------|---|-----------------------|------------------------|
| Greenfield Automotive | 38 French King Hwy | Auto Repair | 01-Jan-23 | 31-Dec-23 |
| Tim's RV, Inc. | 15 East Main Street | Class I / Agent of Vehicle Manufacturer | 01-Jan-23 | 31-Dec-23 |
| Rose Ledge Companies | 21 Poplar Mtn. Road | Class II / Auto Repair / Retail | 01-Jan-23 | 31-Dec-23 |
| Stoneville Auto | 64 East Main Street | Class II / Auto Repair / Retail | 01-Jan-23 | 31-Dec-23 |
| Tim's RV, Inc. | 15 East Main Street | Class II / Auto Repair / Retail | 01-Jan-23 | 31-Dec-23 |
| Erving Equipment | 38 French King Hwy | Class II / Used Vehicle Retail | 01-Jan-23 | 31-Dec-23 |
| Rose Ledge Companies | 21 Poplar Mtn. Road | Class III / Buy, Sell Vehicle Parts | 01-Jan-23 | 31-Dec-23 |
| Stoneville Auto | 64 East Main Street | Class III / Buy, Sell Vehicle Parts | 01-Jan-23 | 31-Dec-23 |



TOWN OF ERVING

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

ADM-195

Policy

Remote Work Policy

Approved: _____ Date: _____
Select Board Chair, Jacob A. Smith

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.01 Issue Date / Effective Date

This policy is issued and effective on _____.

.02 Purpose

This policy establishes guidelines for administering and evaluating remote work (telecommuting) requests or assignments. The potential to work remotely allows eligible employees to work from home or another location on a full, part-time, or intermittent basis. Generally, it is expected that most remote work arrangements will permit one or two days of remote work on a weekly basis. Not every employee, however, will be able or authorized to work remotely due to their specific job duties and responsibilities and/or work productivity. This Policy does not apply to any employees of the Erving Elementary School.

.03 Policy

The ability to work remotely is not an entitlement or benefit of employment. It is an alternative means of meeting the needs of the Town outside of the office. In some cases, employees may be mandated to work remotely to ensure continuity of operations in the event of an emergency, such as inclement weather, a pandemic or other public health crisis, a lack of available space, or under other extenuating circumstances. While remote work provides some flexibility in an employee's schedule, the remote work arrangement is not designed to be a substitute or replacement for care of family members and/or dependents.

The option to work remotely requires the approval of the eligible employee's Department Head, the Town Administrator, or their designee. All employees who are eligible to work remotely must read this Remote Work policy and complete the application and agreement forms in advance of working remotely. Participation in the remote work arrangement will not alter the employee's terms or conditions of employment with the Town in any way, except for those specifically addressed as part of a Remote Work Agreement.

Any decision regarding the eligibility to work remotely shall be at the sole discretion of the Town, shall be final and binding, and shall not be grievable under the Conflict Resolution Procedure set forth in Section 9 of the Town's Personnel Bylaw

.04 Eligibility

Regular employees of the Town of Erving (the "Town") may be eligible to work from home, subject to the requirements and limitations of this Policy. An employee may request, or a Department Head may initiate, a discussion about a remote work arrangement. Eligibility to work remotely on a consistent or routine basis is contingent on and subject to job duties and responsibilities (rather than job title), type of position (e.g., supervisory or public facing vs. non-supervisory or non-public facing), work habits, and work schedule. Moreover, jobs acceptable for remote work are those that can be performed without diminishing the quality of work, level of services provided, and without disrupting productivity. This policy does not apply to introductory/probationary, seasonal, or temporary employees.

.05 Procedures

- A. Employees – Requesting a Remote Work Assignment:
- a. An employee interested in working remotely must first initiate a discussion with their Department Head to determine eligibility. (As noted in Section .04 above, a Department Head may also initiate a discussion with an employee about a remote work assignment or arrangement.)
 - b. If the Department Head is supportive of the request to work remotely, the request will be elevated by the Department Head to the Town Administrator (or their designee) for approval. In addition, the employee must submit a Remote Work application to the Town Administrator.
 - c. If approved, the employee will be required to read and agree to this Remote Work Policy and any Technical Guidelines developed by the Town Administrator and submit confirmation of such compliance to the Town Administrator's office.
 - d. After all necessary paperwork has been completed, the employee can begin their remote work assignment.
- B. Department Head – Managing Remote Work Assignments: Each Department Head is responsible for evaluating and approving remote work requests. The arrangement is intended to benefit the Town and its employees without putting an undue burden or added expense on other employees or individual departments, nor is it intended to disrupt or diminish the services provided by the Town. Department Heads should contact the Town Administrator with any questions.

- a. When evaluating a remote work request, the Department Head should consider whether the employee has a record of satisfactory performance (evaluation) in the workplace, and has demonstrated the ability to:
 - i. Prioritize work to meet deadlines;
 - ii. Accomplish job duties with minimal supervision;
 - iii. Communicate effectively with clients, stakeholders, supervisors, and team members;
 - iv. Manage time effectively; and that
 - v. Operational demands are unaffected and met without an impact to overtime or to other employees.
- b. After evaluating the employee's request to work remotely, if the Department Head supports the request, Department Heads shall ensure that the employee making the request reads the policy and completes the appropriate paperwork and survey.
- c. Department Heads will set clear expectations with the employee by creating a communication plan and by regularly checking in. The Department Head shall audit non-exempt employee time records on a regular basis to confirm compliance and accuracy.
- d. An initial review of the remote work plan should take place within two (2) weeks and again within one (1) month. After the first month, the Department Head should review the remote work plan with the employee, at least twice annually, to discuss the success/shortcomings of the arrangement and to make any necessary adjustments based on those reviews.

.06 Contingency Plan

Each Department Head reserves the right to cancel, modify, or suspend a work-from-home assignment as as the Department Head deems necessary in their sole discretion, to address planned or unplanned short-term and long-term employee absences, emergencies, and vacations. This also includes mandatory meetings, trainings, or other work assignments

.07 Work Schedule

It is the employee's responsibility to give accurate and up-to-date information to the Department Head regarding work location and hours. Full-time, exempt employees must be available for work at all times during the regular business hours established for the respective Department in accordance with the remote work arrangement in place between the employee and the Department Head, unless they are on leave.

Employees working remotely are required to record all hours worked in the same manner as done while in the office.

Non-exempt employees may not work more than the regular business hours established for the Department with this arrangement between the employee and the Department Head, or more than 40 hours in a week without the prior written authorization of their respective Department Head.

Vacation time, sick leave, and other leave must be authorized according to the policy of the Town.

.08 Workers' Compensation Insurance

A designated workspace shall be maintained by each employee who works from home. Notice of such designated workspace shall be given by each employee to their Department Head. Workers' compensation liability will be limited to work-related injuries at this designated workspace listed during hours of work as opposed to applying to all areas of an employee's home.

Each employee shall notify the Town immediately of any injuries sustained during hours of work in the designated workspace. Employees shall authorize, if requested by the Town, health and safety

inspections to make sure their workplace is appropriate. Each employee shall maintain adequate and reasonable liability and property insurance on the premises where the work at home will take place.

.09 Work Area, Health & Safety

Employees who are authorized to work remotely must establish an appropriate work environment within their home for work purposes. Notice of such designated workspace shall be given by each employee to their Department Head. The Town shall not be responsible for any costs associated with setup of an employee's home office, such as remodeling, furniture or lighting, or for repairs or modifications to the home office space.

Each employee is solely responsible for their respective workplace (i.e., designated workspace within their home) being safe and not in violation of any building, fire or health codes.

Workplaces may not be maintained in garages, kitchens, attics, basements, or any unfinished spaces. Employees shall authorize, if requested by the Town, health and safety inspections to make sure their workplace is appropriate.

The workplace is to be presentable and appropriate for remote work that includes video & audio conferencing and telephone calls. The workplace should be conducive for remote work and should be reasonably free of frequent or loud noises and other distractions that would interfere with remote work.

.10 Trainings and Meetings

Certain Town meetings are mandatory and will require employees to come to the Town's offices. If possible, reasonable notice of upcoming meetings will be given to those employees. If a face-to-face work meeting is necessary, it is the employee's responsibility to attend the meeting at the Town's office.

All meetings with clients or other business visitors must be conducted face-to-face at the Town's office or other assigned places, but not at the employee's home.

.11 Equipment

The Town will determine, with information supplied by the employee and their Department Head, appropriate equipment needs, if any, for employees working remotely. The Town reserves the right to make determinations as to appropriate equipment, subject to change at any time.

All employees who work remotely are required to have their own phone lines, data lines, and modems. The costs associated with this equipment and services are the responsibility of the employee requesting remote work. Any equipment supplied by the Town must be maintained by the employee, and the Town will assist as appropriate. The Town accepts no responsibility for damage, repairs or maintenance to employee-owned equipment.

Town equipment is for Town-related projects only. Employees may not use Town equipment for unlawful purposes or for conducting work for other employers, nor may such employees allow other persons use it. Likewise, employees may not use Town equipment for personal use.

Any hardware or software purchased by the Town remains the property of the Town and will be returned to the Town on request. Software used by an employee is subject to the same restrictions on duplication and unauthorized use as software used in the office.

Equipment provided by the Town will be maintained by the Town. The Town is not responsible for the temporary loss of workdays due to equipment maintenance or repair of Town equipment located at an

employee's home. In such a case, the telecommuting employee is expected to report to the office or obtain approved leave.

Equipment no longer used by an employee must be returned on their next day in the office. If an employee that is working remotely leaves their position with the Town, the employee will return all Town-owned equipment to their Department Head no later than the last day of employment with the Town.

The Town assumes no responsibility for the repair, maintenance, or replacement of personally owned equipment used by an employee when working from home. If loan equipment is available during the repair period, then the employee may continue to work from home; however, if there is no available loan equipment, then the employee must work at the office.

.12 Visits

Visits to employee home offices will be made usually on a pre-arranged basis with the employee. Health and safety inspections may need to be arranged between the employee and the Town. Each employee working from home shall consent to the Town visiting the respective employee's home office unannounced in order to retrieve Town equipment that the employee has not returned after being requested to do so.

.13 Security of Information

Employees who work from home may not compromise the confidentiality or security of Town or citizen/resident information due to telecommuting, remote computer access, or for any other reason. Steps employees must take to secure such data include, but are not limited to, using locked file cabinets and desks, regular password maintenance, and any other steps appropriate for the job and the environment.

Breaches of information security, whether by accident or design, while telecommuting or otherwise working from home may result in disciplinary action up to and including termination from employment.

.14 Reimbursements and Expenses

Employees working at home must obtain supplies stocked at the Town's office and will not be reimbursed if they are obtained elsewhere. The Town shall not be liable for lease or use expenses because of working from home.

Other expenses not specifically covered above will be dealt with on a case-by-case basis, taking into account the type and reasonableness of the expense. Employees cannot be assured of reimbursements for expenses not approved in advance.

.15 Domestic Care

During established work hours, employees who work from home agree that family care demands may not shall not compete with work. Working at home may not be used as a substitute for day-care providing. In the event an employee who is working remotely has a competing family care demand, such employee must use any accrued, unused vacation or personal leave rather than working remotely on that date. If such employee does not have any accrued, unused vacation or personal leave available, the leave shall be unpaid.

.16 Local Zoning Ordinances

Each employee working at home is responsible for observing any municipal zoning ordinances regulating the performance of work at home and advising the Town if local law does not permit working at the location designated for working at home.

.17 Liability Insurance

Each employee shall maintain adequate and reasonable liability and property insurance on the premises where the work at home will take place.

.18 Amendment, Suspension, Discontinuation, or Rescission of this Policy

The Town reserves the right, in its sole discretion, to change, suspend, or discontinue the provisions of this policy, with or without prior notice. The Town may adopt guidelines and protocols to carry out this policy.

.19 Adoption of Protocols and Guidelines to Carry Out This Policy

The Town Administrator may adopt protocols and technical guidelines to carry out this Policy.

DRAFT

From: [Storti, William](#)
To: [Bryan Smith](#)
Cc: [Mariah Kurtz](#); [Glenn McCrory](#)
Subject: [EXTERNAL]Wheelock
Date: Monday, December 5, 2022 12:21:55 PM
Attachments: [image001.png](#)
[Wheelock Culverts 12-05-22.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

Bryan,

Attached are the bid ready Wheelock culvert drawings for review. Raju is still working his way thru the ACOE revisions after he met with them last week but tells me it should only be a few call-outs on the plans. He'll have them to me next week.

Given the current craziness in the bidding environment, do you think we should consider a base bid and alternate 1 for this project, to ensure a bid that fits into your budget?

What are your thoughts on a bidding schedule? Most contractors are off and/or out of the country until the beginning of January so I suggest the following schedule:

- January 11, 2023 Documents available
- February 2, 2023 Bids due

Documents will be made available to bidders using an on-line distributor and I was planning on an in person opening. Time and location to be determined.

Best,
Bill

Bill Storti
Senior Project Manager
direct: 860-616-6453



Weston & Sampson (*We've Moved!*)
712 Brook Street, Suite 103 | Rocky Hill, CT 06067
tel: 860-513-1473
westonandsampson.com

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mail).

LEGEND

| DESCRIPTION | EXISTING | PROPOSED |
|-----------------------------|------------|---------------------|
| SANITARY SEWER | | —8" PVC— |
| FORCE MAIN | | —6" FM DI— |
| WATER MAIN | | —6" W DI— |
| ABANDONED WATER MAIN | | |
| STORM DRAIN | | —18" D RCP— |
| GAS | | —4" G— |
| ELECTRIC | | —E— |
| TELEPHONE | | —T— |
| HOUSE CONNECTION | | 6" HOUSE CONN (TYP) |
| GRINDER PUMP | ⊙ GP | ● GP |
| SANITARY SEWER MANHOLE | ⊙ | ● SMH |
| STORM DRAIN MANHOLE | ⊙ | ● DMH |
| ELECTRICAL MANHOLE | ⊙ | ● EMH |
| TELEPHONE MANHOLE | ⊙ | ● TMH |
| AIR RELEASE VALVE MANHOLE | ⊙ | ● ARMH |
| FORCE MAIN CLEANOUT MANHOLE | ⊙ | ● FMMH |
| CLEANOUT | ⊙ | ● CO |
| CATCH BASIN | □ | ■ CB |
| CATCH BASIN (CURB INLET) | □ | |
| HYDRANT | ⊙ | ⊙ |
| TEMPORARY HYDRANT | | ⊙ |
| GATE VALVE | ⊙ | ⊙ |
| CHECK VALVE | ⊙ | ⊙ |
| CURB STOP | ⊙ | ⊙ |
| BUTTERFLY VALVE | ⊙ | ⊙ |
| BALL VALVE | ⊙ | ⊙ |
| REDUCER | ⊙ | ⊙ |
| CAP OR PLUG | ⊙ | ⊙ |
| GAS GATE VALVE | ⊙ | ⊙ |
| UTILITY POLE | ⊙ | ⊙ |
| GUY POLE | ⊙ | ⊙ |
| LIGHT POST | ⊙ | ⊙ |
| EDGE OF PAVEMENT | — — — — | — — — — |
| EDGE OF UNPAVED ROAD | — — — — | — — — — |
| CURB | — — — — | — — — — |
| SIDEWALK | — — — — | — — — — |
| RAILROAD | — — — — | — — — — |
| STONE WALL | — — — — | — — — — |
| RETAINING WALL | — — — — | — — — — |
| FENCE | — — — — | — — — — |
| INDIVIDUAL DECIDUOUS TREE | ⊙ | ⊙ |
| INDIVIDUAL EVERGREEN TREE | ⊙ | ⊙ |
| TREE LINE | — — — — | — — — — |
| SURVEY MARKER | ⊙ | ⊙ |
| PROPERTY LINE | — — — — | — — — — |
| EASEMENT LINE | — — — — | — — — — |
| LIMIT OF WORK | — — — — | — — — — |
| LIMIT OF DEMOLITION | — — — — | — — — — |
| SPOT ELEVATIONS | x 100.2 | x 101.5 |
| CONTOUR LINES | — — 56 — — | — — 56 — — |
| DEPRESSION CONTOUR LINES | — — — — | — — — — |
| HOUSE NUMBER | #35 | |
| FLOOR ELEVATION | FL=56.7 | |
| SILL ELEVATION | S=56.7 | |
| WETLAND | — . . — | — . . — |
| WETLAND FLAGS | *1 | |
| RIP RAP | ⊙ | ⊙ |
| NATIVE STONE | ⊙ | ⊙ |
| BOLLARD | ⊙ B | ● B |
| SIGN | ⊙ | ⊙ |
| BENCH MARK | ⊙ | ⊙ |
| PERCOLATION TEST | ⊙ | ⊙ PT-1 |
| TEST PIT | ⊙ | ⊙ |
| BORING | ⊙ B-1 | |
| PROBE | ⊙ P-1 | |
| SANDBAG | | — — — — |
| SILT FENCE | | — — — — |
| STRAW BALES | | — — — — |
| ROCK OUTCROP | | — — — — |
| DRAINAGE DITCH / SWALE | | — — — — |

NOTE: ITEMS SHOWN IN THE LEGEND MAY NOT BE PRESENT IN THESE PLANS

ABBREVIATIONS

| | |
|---------|--|
| AC | ASBESTOS CEMENT PIPE |
| ACCMP | ASPHALT COATED CORRUGATED METAL PIPE |
| ARV | RELEASE VALVE |
| ASTM | AMERICAN SOCIETY FOR TESTING AND MATERIALS |
| BC | BITUMINOUS CONCRETE |
| BIT | BITUMINOUS |
| BLDG | BUILDING |
| BM | BENCH MARK |
| BO | BLOW OFF |
| BV | BUTTERFLY VALVE |
| C, CATV | CABLE TELEVISION |
| CB | CATCH BASIN |
| CC | CONCRETE CURB |
| CHIM | CHIMNEY |
| CI | CAST IRON |
| CL | CENTERLINE |
| CL | CEMENT LINED |
| CMP | CORRUGATED METAL PIPE |
| CONC | CONCRETE |
| CU FT | CUBIC FEET |
| CY | CUBIC YARD |
| CY | STORM DRAIN, DEPTH FROM RIM TO INVERT |
| DI | DROP INLET, DUCTILE IRON |
| DIA | DIAMETER |
| DMH | DRAIN MANHOLE |
| DWG | DRAWING |
| E | EAST, ELECTRIC |
| EA | EACH |
| EF | EACH FACE |
| EL | ELEVATION |
| EOP | EDGE OF PAVEMENT |
| EW | EACH WAY |
| EXIST | EXISTING |
| FF | FINISHED FLOOR |
| FL | FLOW LINE |
| FLG | FLANGE |
| FT | FEET, FOOT |
| G | NATURAL GAS |
| GALV | GALVANIZED |
| GC | GRANITE CURB |
| GR | GRANITE |
| GRAV | GRAVEL |
| HDPE | HIGH DENSITY POLYETHYLENE |
| HORIZ | HORIZONTAL |
| HP | HIGH PRESSURE |
| HYD | HYDRANT |
| INV | INVERT |
| ID | INSIDE DIAMETER |
| IP | IRON PIPE |
| LB | POUND |
| LF | LINEAR FEET |
| LS | LUMP SUM |
| MAX | MAXIMUM |
| MB | MAIL BOX |
| MECH | MECHANICAL |
| MH | MANHOLE |
| MIN | MINIMUM |
| MISC | MISCELLANEOUS |
| MJ | MECHANICAL JOINT |
| N | NORTH |
| NE | NORTH EAST |
| NW | NORTH WEST |
| NF | NOT FOUND |
| N/F | NOW OR FORMERLY |
| NO | NUMBER |
| N.T.S. | NOT TO SCALE |
| OD | OUTSIDE DIAMETER |
| PE | PLAIN END, POLYETHYLENE |
| PEP | PEDESTRIAN |
| P | PROPERTY LINE |
| PL | PLATE |
| PVC | POLYVINYL CHLORIDE |
| PVMT | PAVEMENT |
| RCP | REINFORCED CONCRETE PIPE |
| ROW | RIGHT-OF-WAY |
| RQD | ROCK QUALITY |
| S | SEWER, SOUTH |
| SE | SOUTH EAST |
| SECT | SECTION |
| SF | SQUARE FEET |
| SHT | SHEET |
| SMH | SANITARY SEWER MANHOLE |
| SPEC | SPECIFICATIONS |
| SQ FT | SQUARE FEET |
| SS | STAINLESS STEEL, SEWER SERVICE |
| STA | STATION |
| STL | STEEL |
| SW | SIDEWALK, SOUTH WEST |
| T | TELEPHONE, HYDROSTATIC THRUST |
| TBM | TEMPORARY BENCH MARK |
| TF | TOP OF FRAME |
| THK | THICK |
| TS | TOP OF STONE |
| TYP | TYPICAL |
| TW | TOP OF WALL |
| UP | UTILITY POLE |
| VC | VITRIFIED CLAY |
| VERT | VERTICAL |
| W | WATER, WEST |
| WT | WATERTIGHT |

CONSTRUCTION NOTES

- THE CONTRACTOR SHALL CALL "DIGSAFE" AT 1-888-344-7233 AT LEAST 72 HOURS, SATURDAYS, SUNDAYS, AND HOLIDAYS EXCLUDED, PRIOR TO EXCAVATING AT ANY LOCATION. A COPY OF THE DIGSAFE PROJECT REFERENCE NUMBER(S) SHALL BE GIVEN TO THE OWNER PRIOR TO EXCAVATION.
- LOCATIONS OF EXISTING PIPES, CONDUITS, UTILITIES, FOUNDATIONS AND OTHER UNDERGROUND OBJECTS ARE NOT WARRANTED TO BE CORRECT AND THE CONTRACTOR SHALL HAVE NO CLAIM ON THAT ACCOUNT SHOULD THEY BE OTHER THAN SHOWN.
- ALL PAVEMENT DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND AS SHOWN ON THE DRAWINGS.
- ALL AREAS DISTURBED BY THE CONTRACTOR BEYOND LIMITS OF PROJECT SHALL BE RESTORED AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR SHALL NOT STORE ANY APPARATUS, MATERIALS, SUPPLIES, OR EQUIPMENT ON DRAINAGE STRUCTURES OR WITHIN 100 FEET OF WETLANDS.
- TRENCHES MAY BE EXCAVATED WIDER THAN THE 'LIMIT OF EXCAVATION FOR EARTH EXCAVATION' ABOVE THE 'LINE OF NARROW TRENCH LIMIT.' ANY SUCH ADDITIONAL EXCAVATION SHALL BE AT THE CONTRACTORS EXPENSE AND SHALL NOT BE MEASURED FOR PAYMENT.
- BELOW THE 'LINE OF NARROW TRENCH LIMIT' THE TRENCH SHOULD NOT BE EXCAVATED BEYOND THE TRENCH WIDTH 'W'. IF MATERIAL IS LOOSENEED OR REMOVED BEYOND THE ABOVE MENTIONED LIMITS, THE CONTRACTOR WILL BE REQUIRED TO PROVIDE CRUSHED STONE FOR THE FULL WIDTH OF THE TRENCH AT NO ADDITIONAL COST TO THE OWNER.
- SHEETING TO BE LEFT IN PLACE SHALL BE USED WHERE SHOWN ON THE DRAWINGS OR WHERE REQUIRED BY THE ENGINEER. IT SHALL BE LEFT IN PLACE BELOW A LINE 12 INCHES ABOVE THE TOP OF THE PIPE/STRUCTURE UNLESS OTHERWISE REQUIRED BY THE ENGINEER.
- TOPOGRAPHIC SURVEY, BUILDINGS, EDGE OF PAVEMENT, UTILITY POLES, TREES/TREE LINES, WETLAND FLAG LOCATIONS AND LOCATIONS OF ABOVE GROUND FEATURES FROM SURVEY PERFORMED BY WESTON & SAMPSON ENGINEERS, INC. IN MAY 2020. PROPERTY LINES BASED ON ASSESSOR'S MAPPING.
- VERTICAL DATUM BASE UPON NAVD 1988.
- THE CONTRACTOR IS RESPONSIBLE FOR REMOVING AND PROPERLY DISPOSING EXCESS FILL, ROCK, TREES, PAVEMENT AND DEMOLITION DEBRIS RESULTING FROM CONSTRUCTION ACTIVITIES AT A PROPER DISPOSAL AREA.
- THE CONTRACTOR SHALL PROVIDE AND MAINTAIN EROSION AND SEDIMENT CONTROLS, AS SHOWN, AS REQUIRED IN THE ORDER OF CONDITIONS AND AS REQUIRED BY THE ENGINEER. SUCH CONTROLS SHALL REMAIN IN PLACE UNTIL ALL DISTURBED AREAS HAVE BEEN RESTORED.
- THE CONTRACTOR SHALL RETAIN THE SERVICES OF A SURVEYOR LICENSED IN THE COMMONWEALTH OF MASSACHUSETTS TO COMPLETE ALL LAYOUTS, SURVEYS, BENCHMARK TRANSFERS, ETC REQUIRED FOR CONSTRUCTION OF THE PROJECT AS SHOWN AND AS SPECIFIED.

GENERAL NOTES

- NO ACCESS TO ADJACENT PROPERTIES IS PERMITTED WITHOUT PRIOR WRITTEN APPROVAL.
- THE CONTRACTOR SHALL MAINTAIN SIDE SLOPES AND DRAINAGE SWALES DURING CONSTRUCTION TO PREVENT PONDING AND EROSION.
- THE CONTRACTOR SHALL MAINTAIN EXCAVATION SLOPES DURING CONSTRUCTION IN ACCORDANCE WITH THE MINIMUM AND MAXIMUM SLOPES SPECIFIED IN THE CONTRACT OR STIPULATED BY ANY STATE OR FEDERAL AGENCY. ANY LATERAL SUPPORT SYSTEM USED IN THE FIELD SHALL BE INCIDENTAL TO THE APPROPRIATE WORK ITEM AND CONFORM TO THE SPECIFICATIONS.
- ALL EARTHWORK SHALL BE PERFORMED IN THE DRY AS SPECIFIED IN THE SPECIFICATIONS.
- ALL WORK ITEMS DETAILED IN THESE DRAWINGS SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR: BYPASSING ALL FLOWS THROUGH THE SITE; ALL CONSTRUCTION DEWATERING NECESSARY FOR ACHIEVING A FIRM, DRY SUBGRADE; CONTROL OF ANY STORMWATER FLOWS COMING FROM ON-SITE AND OFF-SITE LOCATIONS AND ANY OTHER MEASURES NECESSARY TO COMPLETE THE WORK INDICATED ON THE DRAWINGS AND IN THE SPECIFICATIONS.
- THE CONTRACTOR MAY PROPOSE ALTERNATIVE METHODS FOR BYPASSING FLOWS. THE METHOD MAY BE UTILIZED SUBJECT TO APPROVAL BY THE ENGINEER.
- THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AS-BUILT DRAWINGS.

WETLANDS PROTECTION ACT (WPA) SPECIAL CONDITIONS

- PROJECT IS SUBJECT TO THE REQUIREMENTS OF MASSDEP WPA FORM 5 - ORDER OF CONDITIONS, MASSDEP FILE # 154-78.
- THE MASSDEP GUIDANCE DOCUMENT SHALL BE FOLLOWED FOR ALL DEWATERING ACTIVITY.
- ALL WORK SHALL TAKE PLACE DURING NO-FLOW PERIODS IN SUMMER AND EARLY FALL.
- WETLANDS REPLICATION AREA SHALL BE CONSTRUCTED AS EARLY AS SITE CONDITIONS ALLOW.
- THE CONSERVATION COMMISSION SHALL BE NOTIFIED WHEN SUBGRADE AND FINAL GRADES OF THE REPLICATION AREA ARE PREPARED. GRADES SHALL BE APPROVED BY THE COMMISSION OR ITS CONSULTANT PRIOR TO PLANTING.
- SEE SPECIFICATIONS SECTION 00890 PERMITS.

| SHEET NO. | DRAWING NO. | TITLE |
|-----------|-------------|---|
| 1 | -- | COVER |
| 2 | C-001 | LEGEND, ABBREVIATIONS, NOTES AND DRAWING INDEX |
| 3 | C-100 | CULVERT 160 AND CULVERT 161 EXISTING CONDITIONS |
| 4 | C-101 | CULVERT 160 PROPOSED CONDITIONS |
| 5 | C-102 | CULVERT 161 PROPOSED CONDITIONS |
| 6 | C-103 | TYPICAL WATER AND EROSION CONTROL PLAN |
| 7 | C-104 | DETAILS |
| 8 | C-105 | DETAILS |
| 9 | C-106 | CONSTRUCTION ZONE SAFETY PLAN |

DRAWING INDEX

| SHEET NO. | DRAWING NO. | TITLE |
|-----------|-------------|---|
| 1 | -- | COVER |
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| 8 | C-105 | DETAILS |
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Project:
TOWN OF ERVING,
MASSACHUSETTS

SELECT BOARD

WHEELLOCK STREET
CULVERT IMPROVEMENTS PROJECT

Weston & Sampson

Weston & Sampson Engineers, Inc.
712 Brook Street, Suite 103
Rocky Hill, CT 06067
978.532.1900 800.SAMPSON
www.westonandsampson.com

Consultants:

| No. | Date | Description |
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Revisions:

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Scale:

COA:

Issued For:

**BID READY
FOR REVIEW**

Scale: AS NOTED

Date: JANUARY 2023

Drawn By:

Reviewed By: WGS

Approved By: CBW

W&S Project No.: ENG20-0442

W&S File No.:

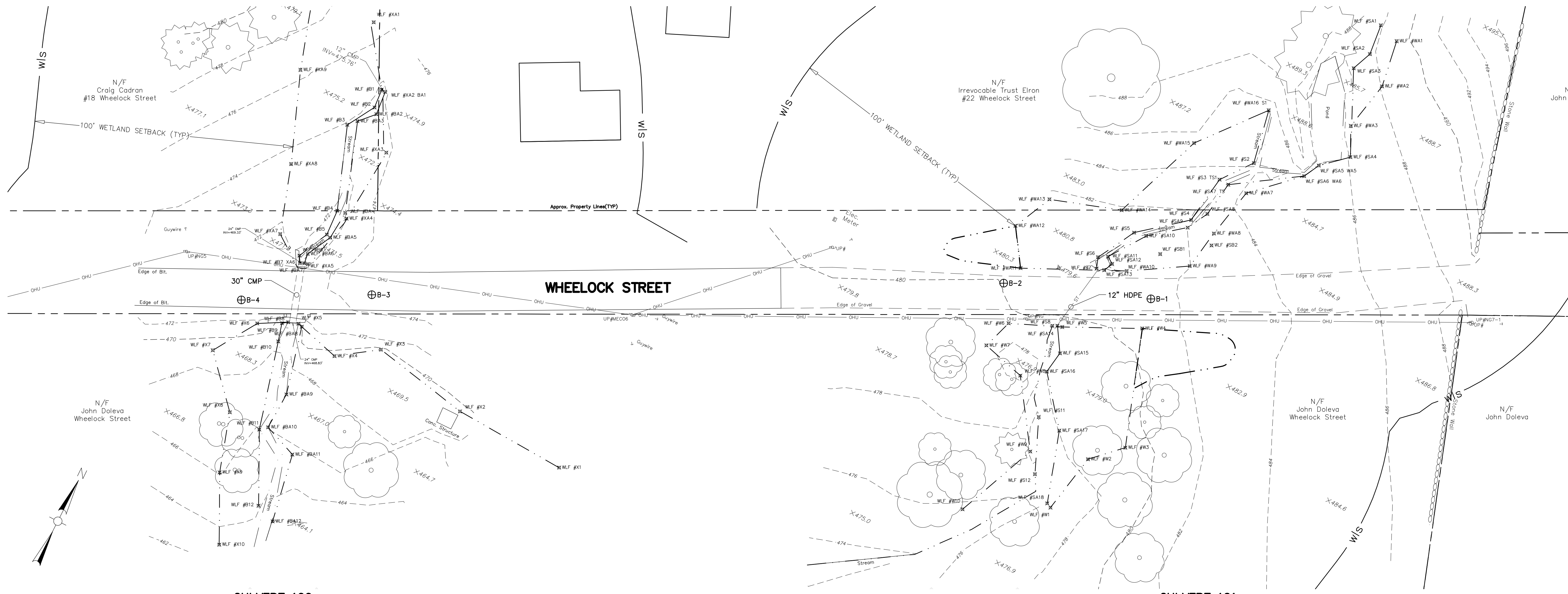
Drawing Title:

**LEGEND,
ABBREVIATIONS,
NOTES AND
DRAWING INDEX**

Sheet Number:

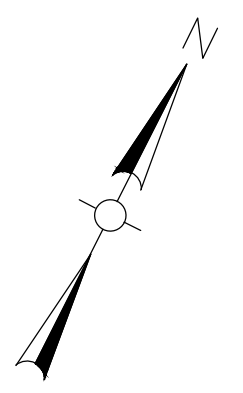
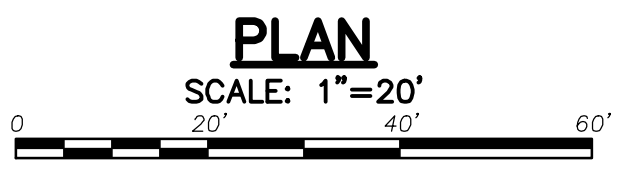
C-001

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CULVERT 160

CULVERT 161



Project:
TOWN OF ERVING,
MASSACHUSETTS
SELECT BOARD
WHEELOCK STREET
CULVERT IMPROVEMENTS PROJECT

Weston & Sampson
Weston & Sampson Engineers, Inc.
712 Brook Street, Suite 103
Rocky Hill, CT 06067
978.532.1900 800.SAMPSON
www.westonandsampson.com

Consultants:

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Issued For:
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FOR REVIEW**

Scale: 1"=20'

Date: JANUARY 2023

Drawn By:

Reviewed By: WGS

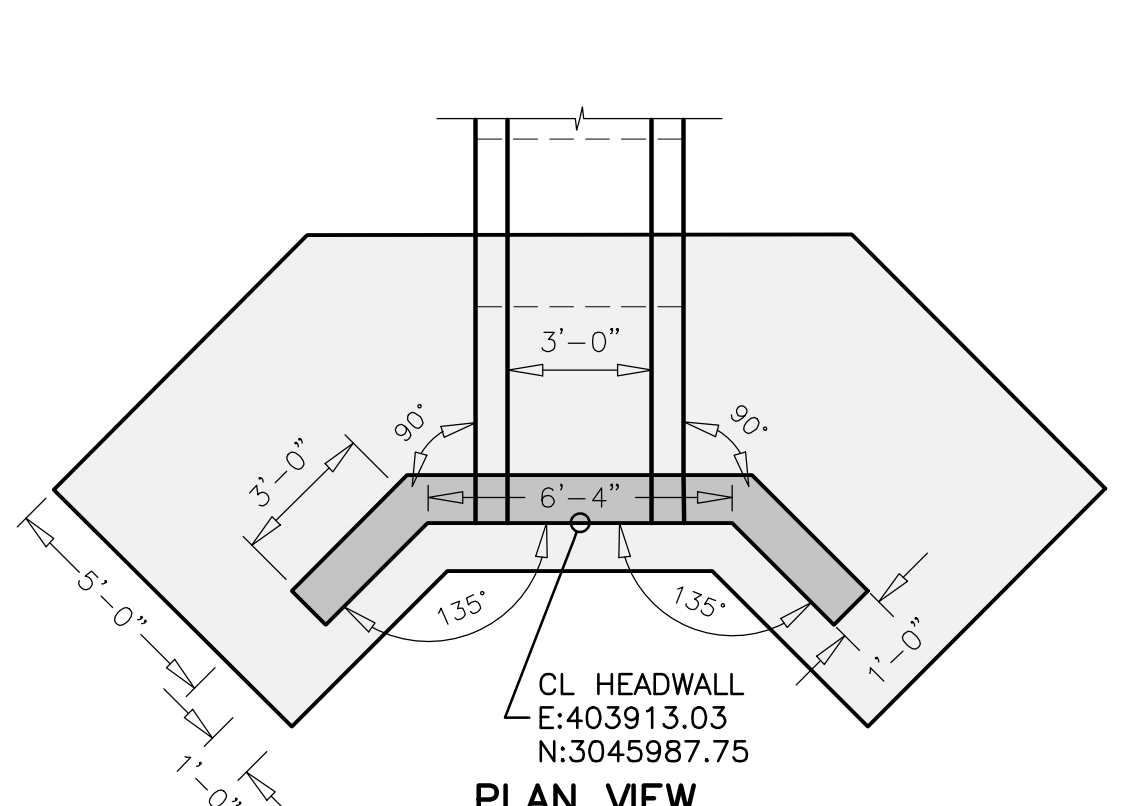
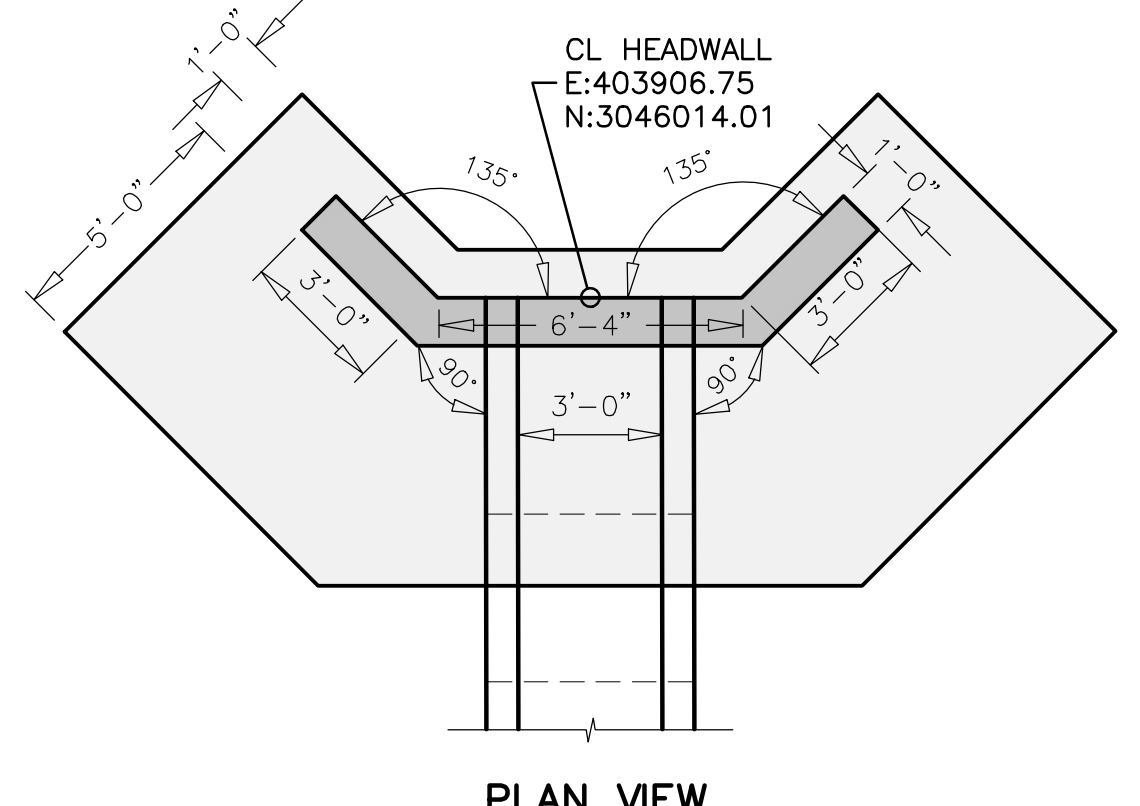
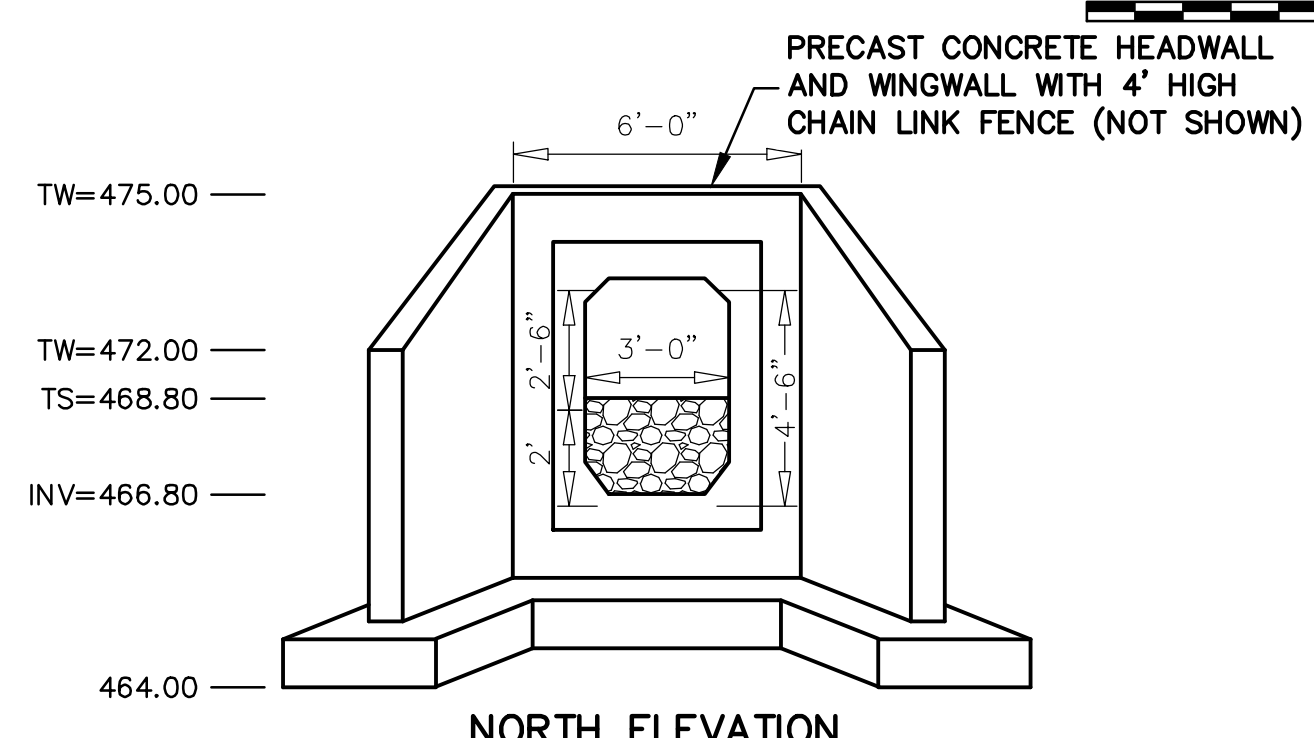
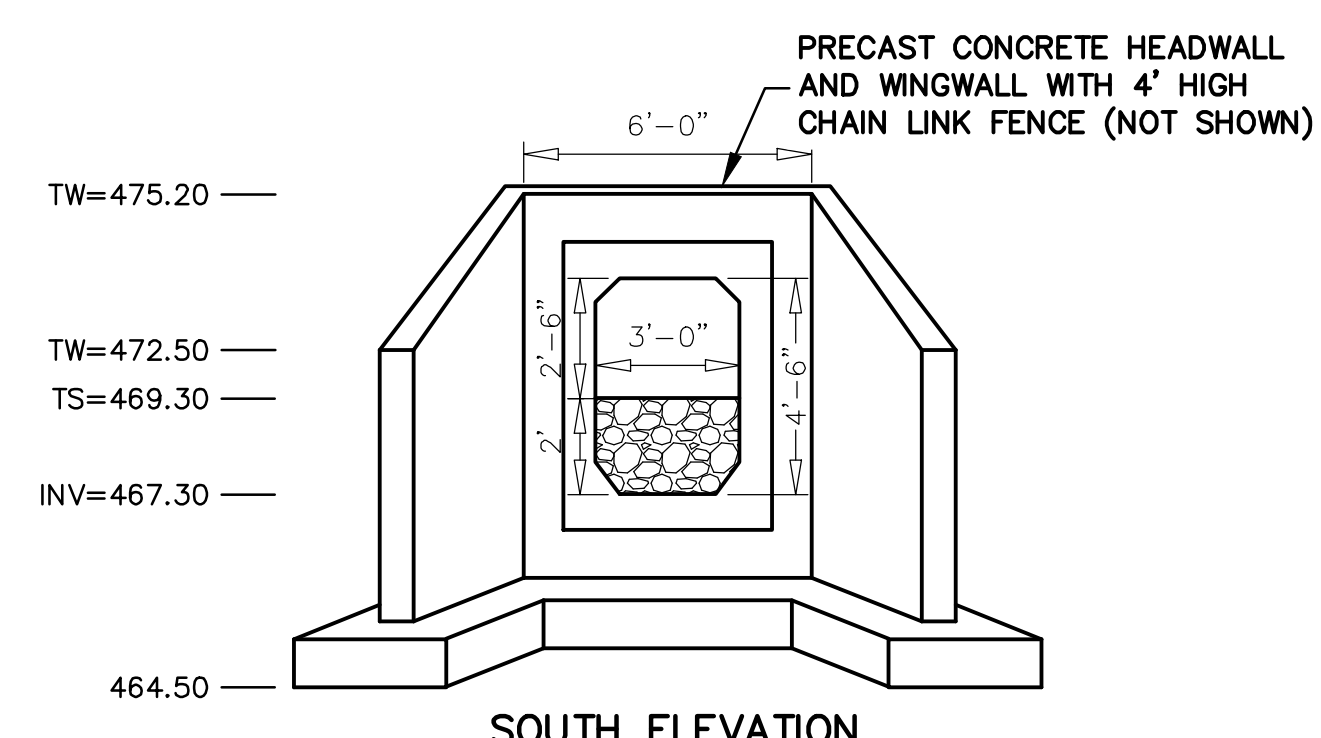
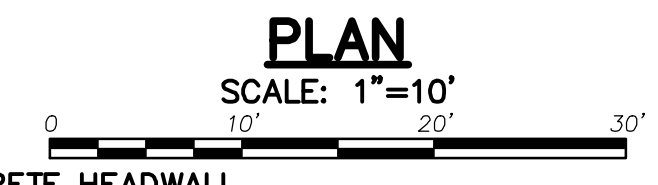
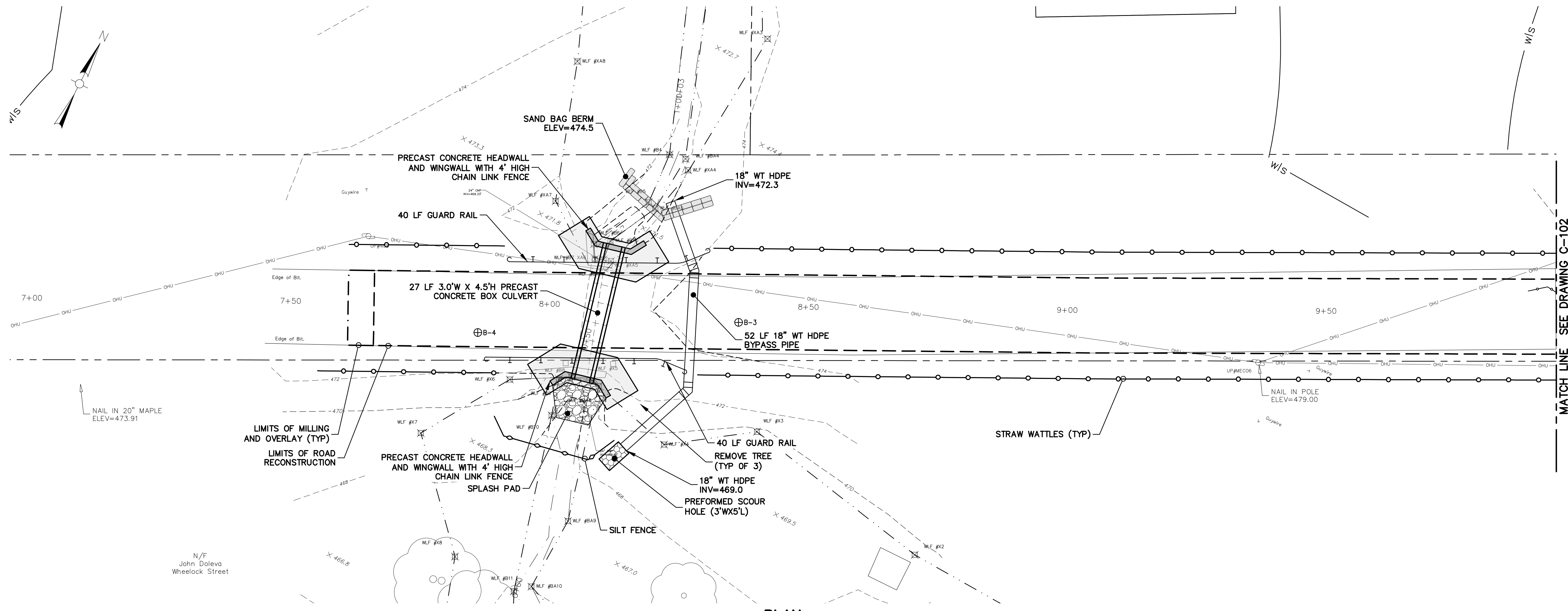
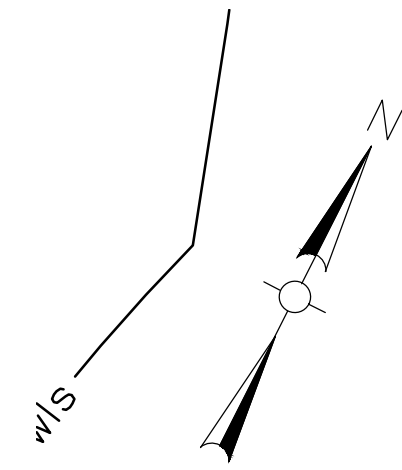
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W&S Project No.: ENG20-0442
W&S File No.:

Drawing Title:
**CULVERT 160 AND
CULVERT 161
EXISTING
CONDITIONS**

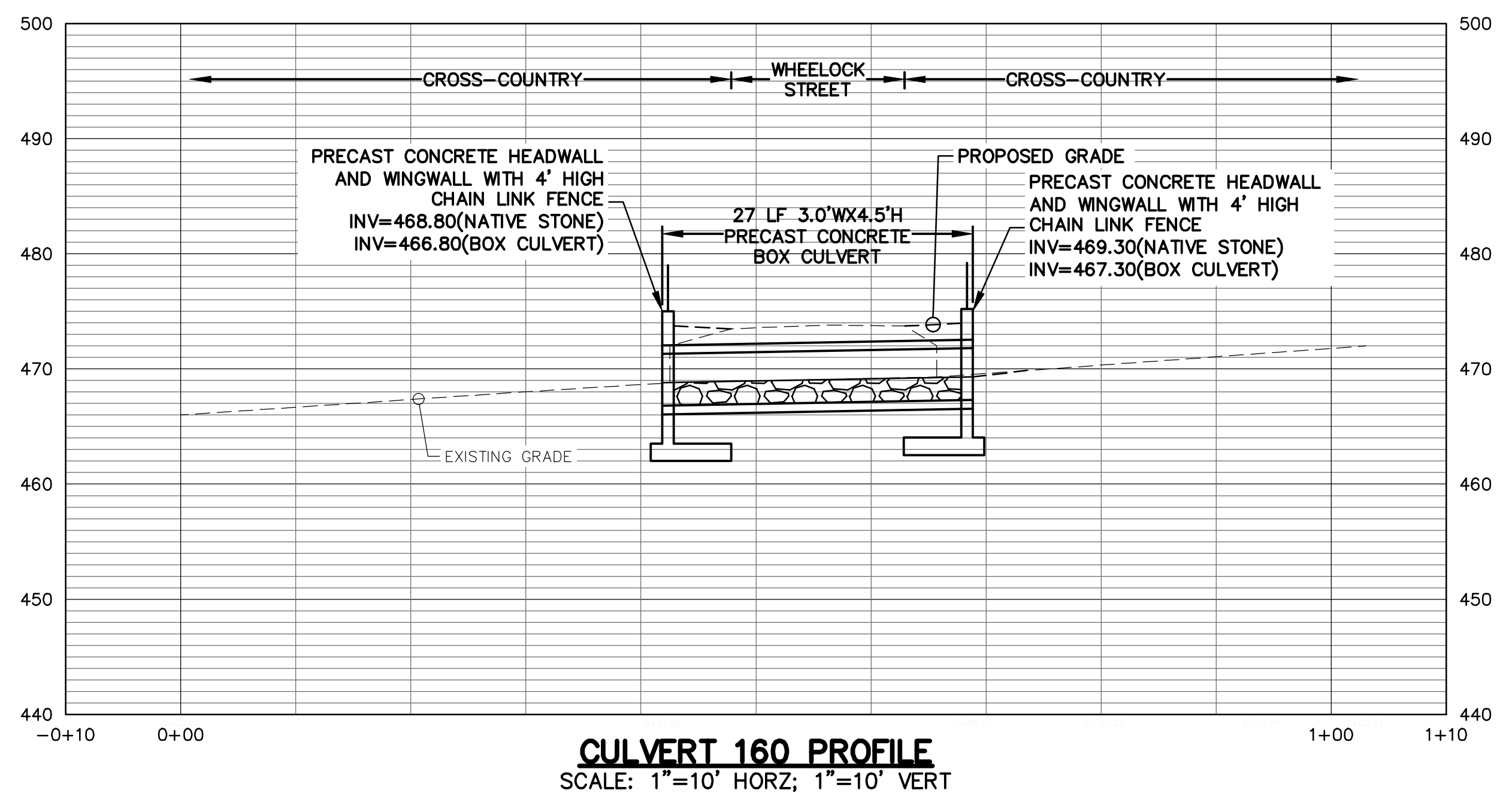
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C-100

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**CULVERT 160
INLET HEADWALL AND WINGWALL SCHEMATICS**
N.T.S.

**CULVERT 160
OUTLET HEADWALL AND WINGWALL SCHEMATICS**
N.T.S.



CULVERT 160 PROFILE
SCALE: 1"=10' HORZ; 1"=10' VERT

MATCH LINE SEE DRAWING C-102

Project:
TOWN OF ERVING,
MASSACHUSETTS
SELECT BOARD
WHEELOCK STREET
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Reviewed By: WGS
Approved By: CBW
W&S Project No.: ENG20-0442
W&S File No.:

Drawing Title:
**CULVERT 160
PROPOSED
CONDITIONS**

Sheet Number:
C-101



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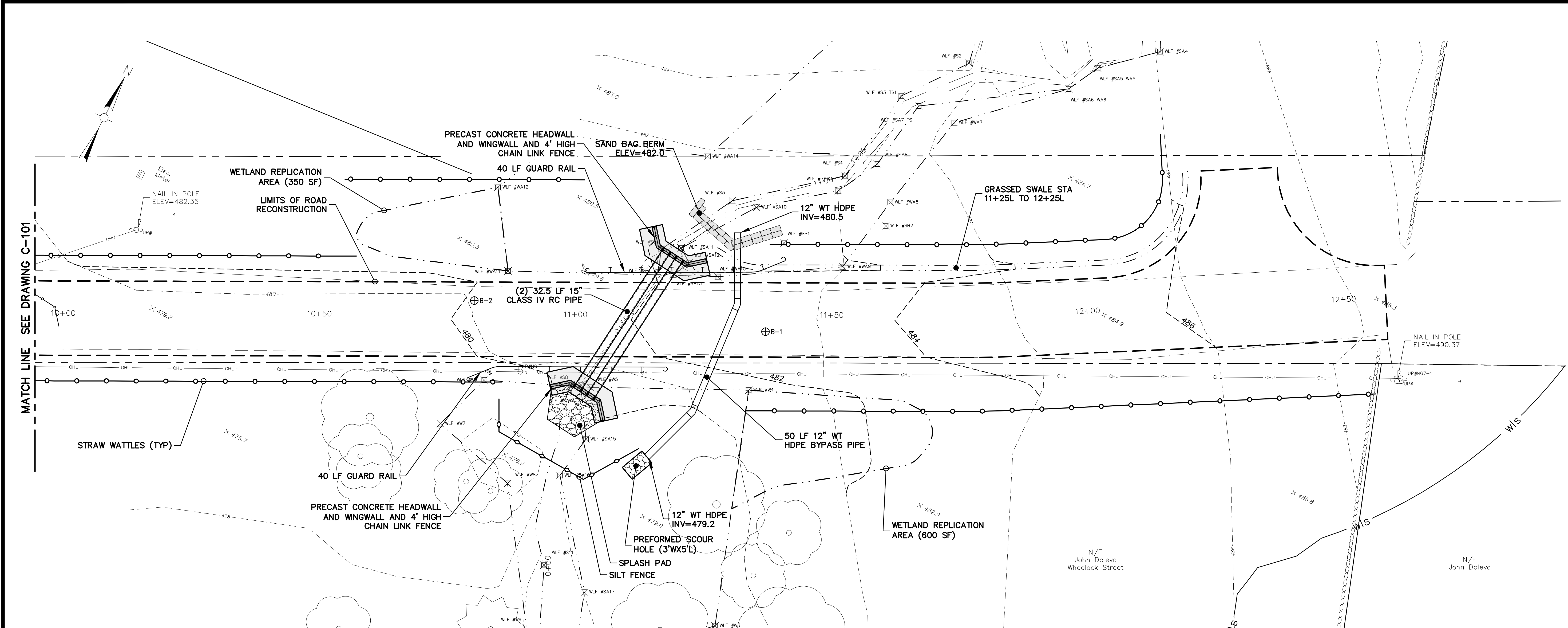
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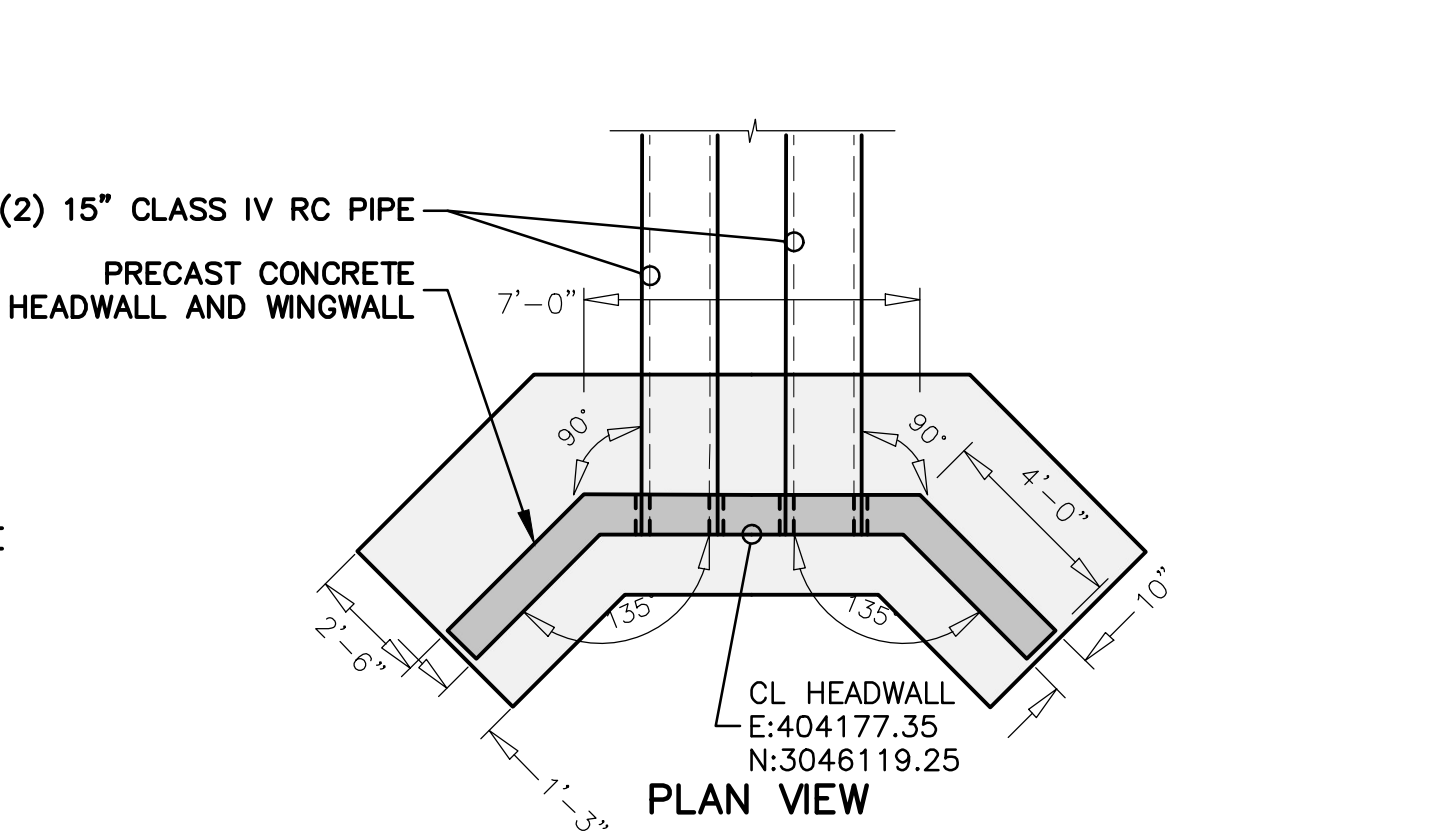
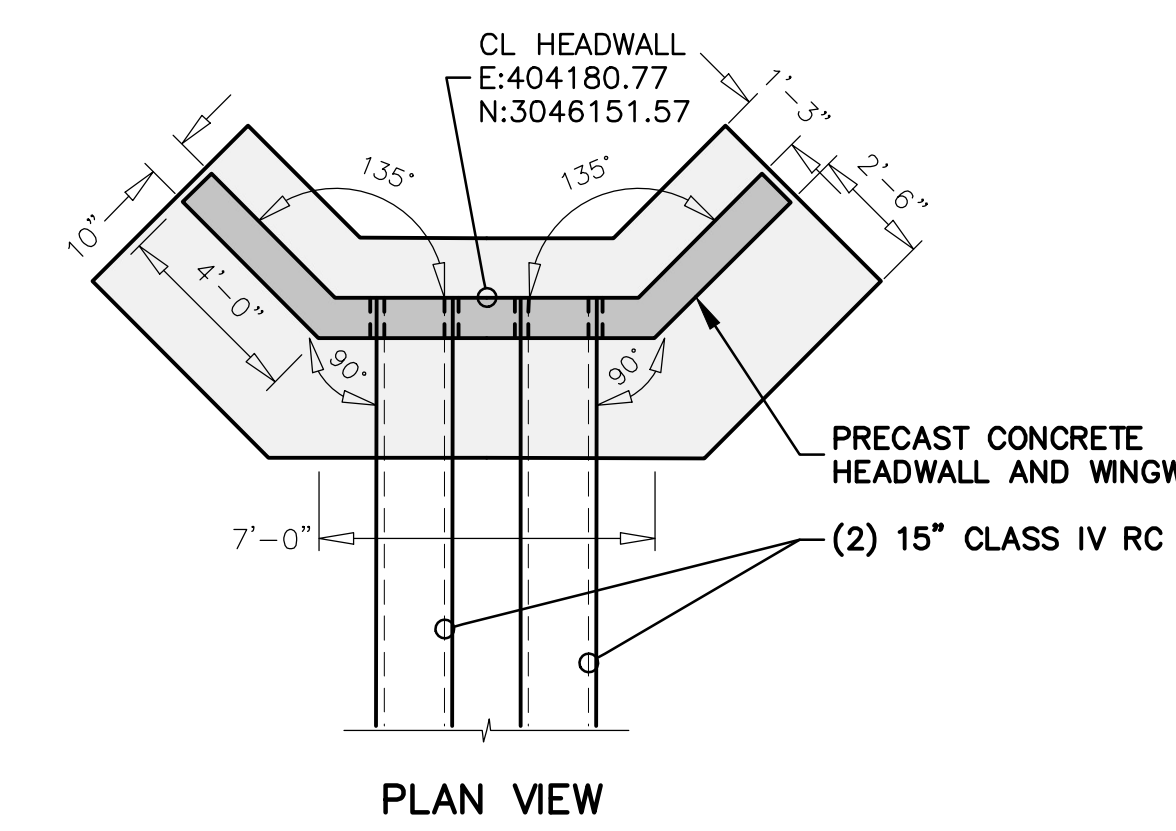
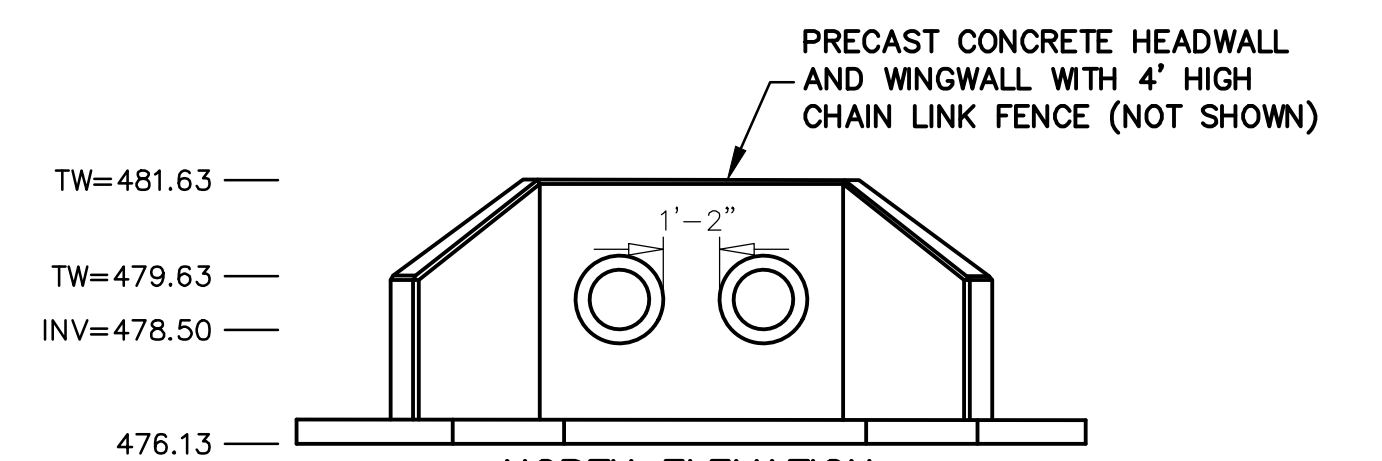
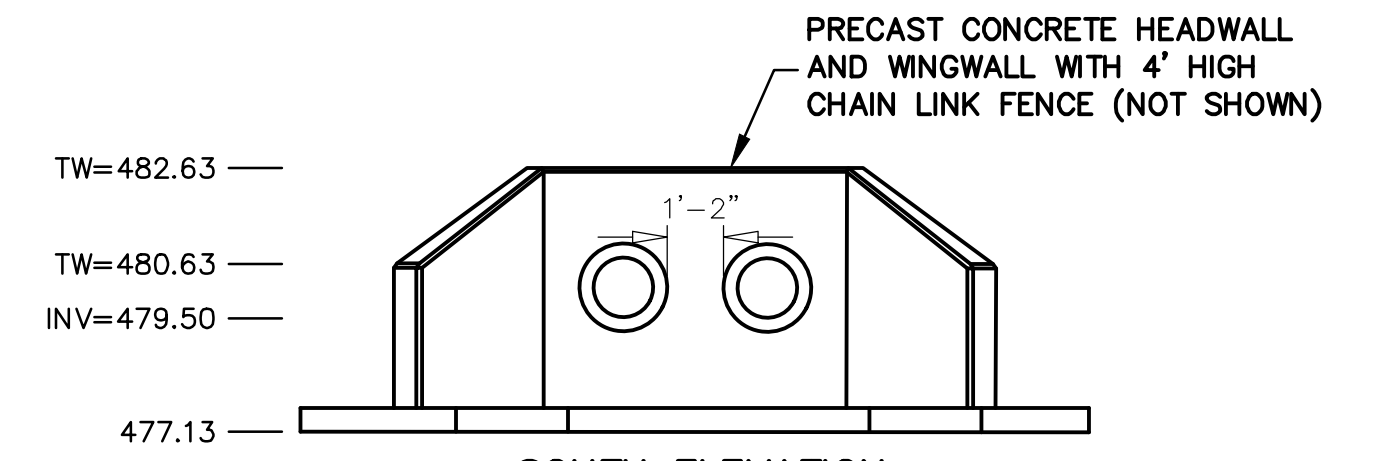
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 Reviewed By: WGS
 Approved By: CBW
 W&S Project No.: ENG20-0442
 W&S File No.:

Drawing Title:
**CULVERT 161
 PROPOSED
 CONDITIONS**

Sheet Number:
C-102

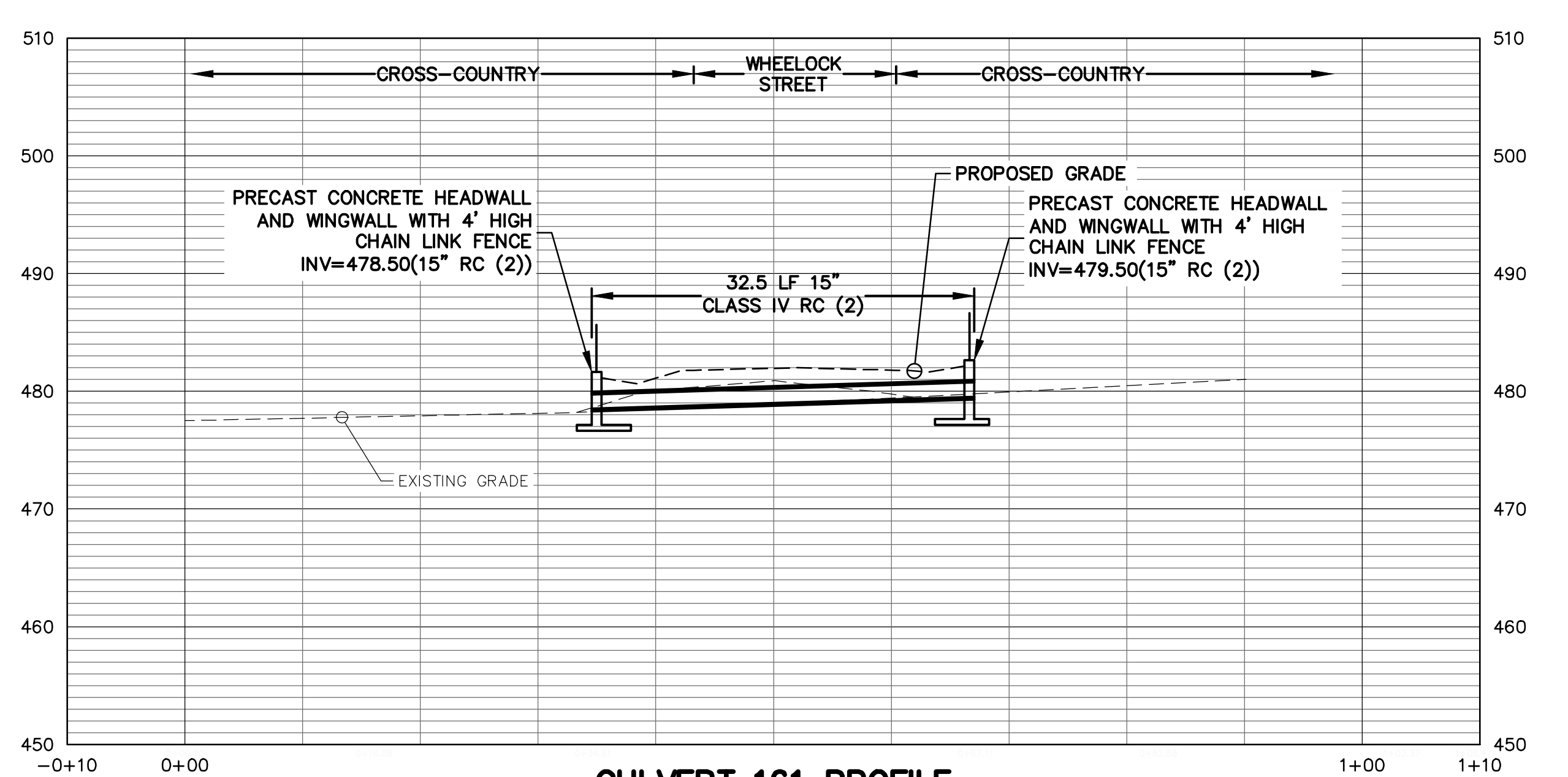


PLAN
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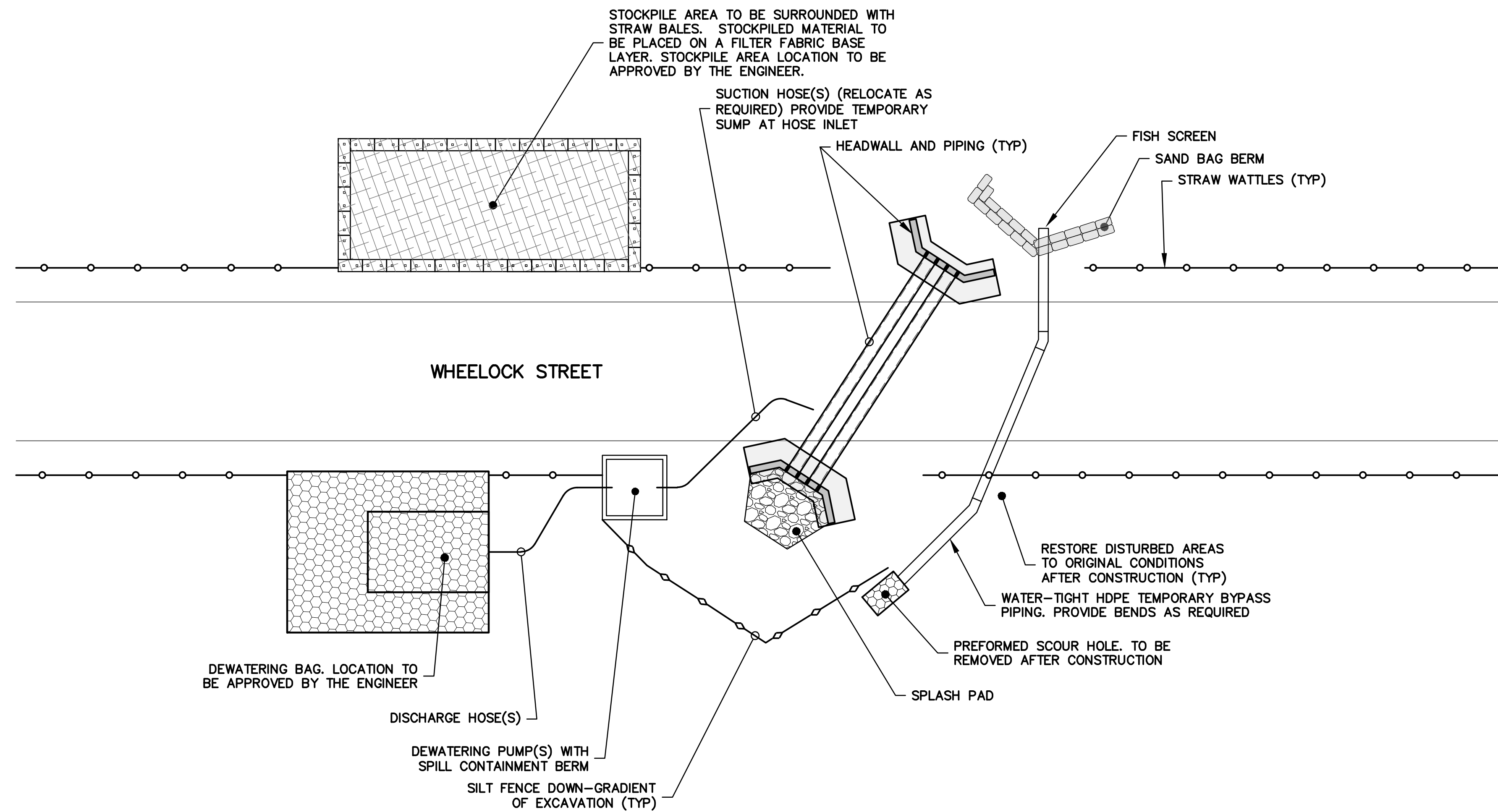


**CULVERT 161
 INLET HEADWALL AND WINGWALL SCHEMATICS**
 N.T.S.

**CULVERT 161
 OUTLET HEADWALL AND WINGWALL SCHEMATICS**
 N.T.S.



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TYPICAL WATER AND EROSION CONTROL PLAN
NOT TO SCALE

SUGGESTED CONSTRUCTION SEQUENCE

1. OBTAIN APPROPRIATE PERMITS, NOTIFY TOWN OFFICIALS OF CONSTRUCTION COMMENCEMENT AND SUBMIT CONSTRUCTION SCHEDULE.
2. ON-SITE CONSTRUCTION SEQUENCE SHALL START WITH THE MINIMUM AMOUNT OF CLEARING REQUIRED TO INSTALL EROSION CONTROL MEASURES AS SHOWN ON PLAN OR AS REQUIRED. NO WORK SHALL TAKE PLACE UNTIL THE ENGINEER, TOWN AND CONSERVATION COMMISSION HAVE HAD THE OPPORTUNITY TO INSPECT AND APPROVE INSTALLED MEASURES. CONTRACTOR SHALL PROVIDE ONE WEEK NOTICE AFTER EROSION CONTROL MEASURES ARE INSTALLED AND APPROVED. THE TYPICAL CONSTRUCTION SEQUENCE SHALL BE AS FOLLOWS:
 - A. INSTALL EROSION CONTROLS, STOCKPILE AREA AND DEWATERING BAG AND DISCHARGE PROTECTION.
 - B. CONSTRUCT FLOW DIVERSION COMPONENTS AND TEMPORARY BYPASS PIPING.
 - C. DEWATER AREA TO PROVIDE DRY CONSTRUCTION AREA.
 - D. REMOVE EXISTING STONE HEADWALLS (CULVERTS 160) AND PIPING. INSTALL NEW PIPING (CULVERT 161) AND CULVERT WITH NATIVE STONE FRAGMENTS AND HEADWALLS (CULVERT 160). INSTALL NATIVE STONE FRAGMENT SPLASH PAD.
 - E. ALLOW TEMPORARY FLOW INTO NEW BOX CULVERT AND VERIFY THAT WATER FLOWS VISIBLY THROUGH THE 3'W X 2.5'D NATIVE STONE FRAGMENT CHANNEL FOR THE LENGTH OF THE BOX CULVERT. ADD ADDITIONAL SMALLER FRAGMENTS AND FINE MATERIAL AS NECESSARY. ENGINEER TO APPROVE ALL WORK PRIOR TO PERMANENTLY REINSTATING FLOW INTO THE PROPOSED BOX CULVERT AND REMOVING FLOW DIVERSION COMPONENTS. TEMPORARY AND PERMANENT FLOW THROUGH THE CULVERT SHALL BE PUMPED FROM THE CULVERT DISCHARGE TO THE DEWATERING BAG UNTIL THE FLOW IS CLEAR.
 - F. RESTORE FLOW TO NEW PIPING AND BOX CULVERT.
 - G. REMOVE FLOW DIVERSION COMPONENTS.
 - H. REPAIR ALL DISTURBED AREAS AS SHOWN AND AS REQUIRED.
 - I. COMPLETE ALL OTHER ASSOCIATED WORK.
 - J. COMPLETE ROAD RECONSTRUCTION.
 - K. REMOVE EROSION CONTROLS AFTER SLOPE STABILIZATION.

CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL CHECK THE WEATHER FORECAST PRIOR TO EACH DAY'S CONSTRUCTION AND SHALL BE RESPONSIBLE FOR SAFE HANDLING OF ANY EXISTING OR FORECAST FLOWS.
2. MEETINGS SHALL BE HELD TO DISCUSS WEATHER FORECASTS AND THEIR IMPACT ON SCHEDULED WORK.
3. WORK SHALL BE SCHEDULED SUCH THAT THE CULVERTS ARE INSTALLED DURING DRY WEATHER.
4. LARGE STORMS MAY OVERTOP THE FLOW DIVERSION COMPONENTS AND SHALL REQUIRE ADDITIONAL MEASURES TO PROTECT THE WORK AREA AT NO ADDITIONAL COST TO THE OWNER.
5. CONTRACTOR IS RESPONSIBLE TO HANDLE FORECAST FLOWS AND STABILIZE THE CONSTRUCTION AREA TO PREVENT THE LOSS OF MATERIAL AND EROSION FROM THE SITE AND REPAIR SEDIMENTATION AND EROSION CONTROL MEASURES AS NECESSARY.
6. ALL WORK MUST BE CONDUCTED IN THE DRY, NO WORK WILL BE ALLOWED IN FLOWING WATER.
7. DISTURBED AREAS SHALL BE MINIMIZED TO ALLOW FOR STABILIZATION OF THE WORK AREA AT THE CONCLUSION OF EACH WORK DAY.

SEDIMENTATION AND EROSION CONTROL PLAN

1. THIS PLAN PROPOSES EROSION CONTROL MEASURES TO ADEQUATELY CONTROL ACCELERATED EROSION AND SEDIMENTATION AND REDUCE THE DANGER FROM STORM WATER RUNOFF AT THE SITE.
2. THE RUNOFF SHALL BE CONTROLLED BY THE INTERCEPTION, DIVERSION, AND SAFE DISPOSAL OF PRECIPITATION.
3. ALL AREAS SHALL BE PROTECTED FROM SEDIMENTATION DURING AND AFTER CONSTRUCTION.
4. ALL SEDIMENTATION AND EROSION CONTROL DEVICES SHALL BE INSPECTED DURING CONSTRUCTION WEEKLY OR AS REQUIRED BY THE ENGINEER AS WELL AS AFTER ALL STORM EVENTS. THE CONTRACTOR SHALL MAINTAIN AND MAKE REPAIRS TO THE SEDIMENTATION AND EROSION CONTROL DEVICES AS NECESSARY.
5. FOLLOWING COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL REPAIR ALL ERODED AREAS AND ENSURE ALL AREAS ARE STABILIZED.

Project:
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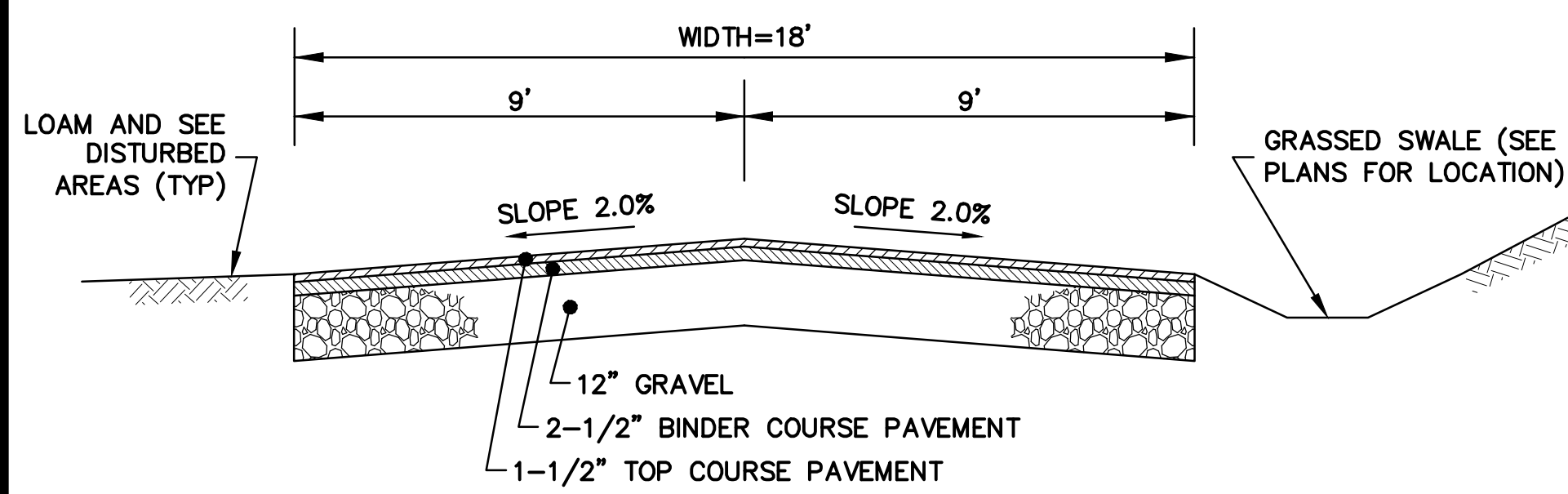
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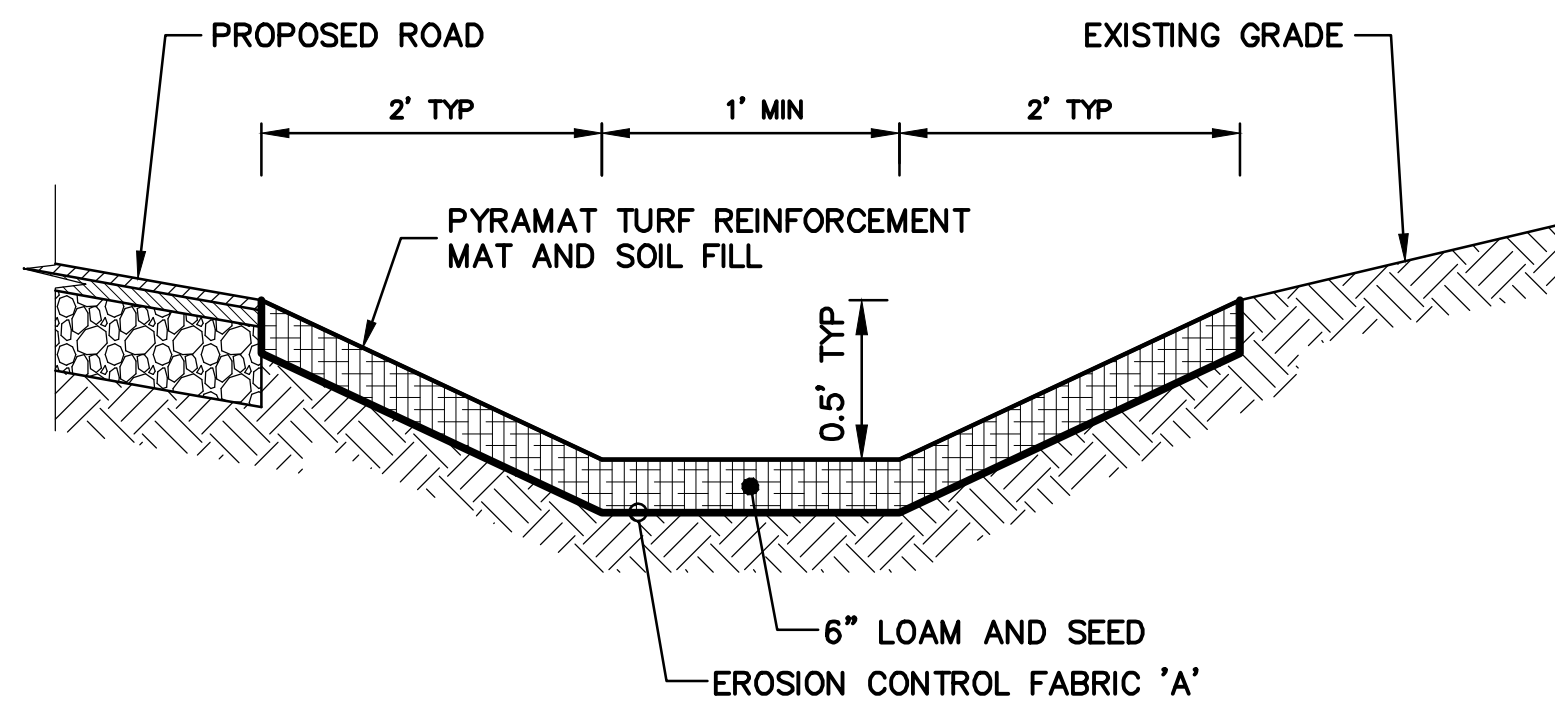
**TYPICAL WATER
AND EROSION
CONTROL PLAN**

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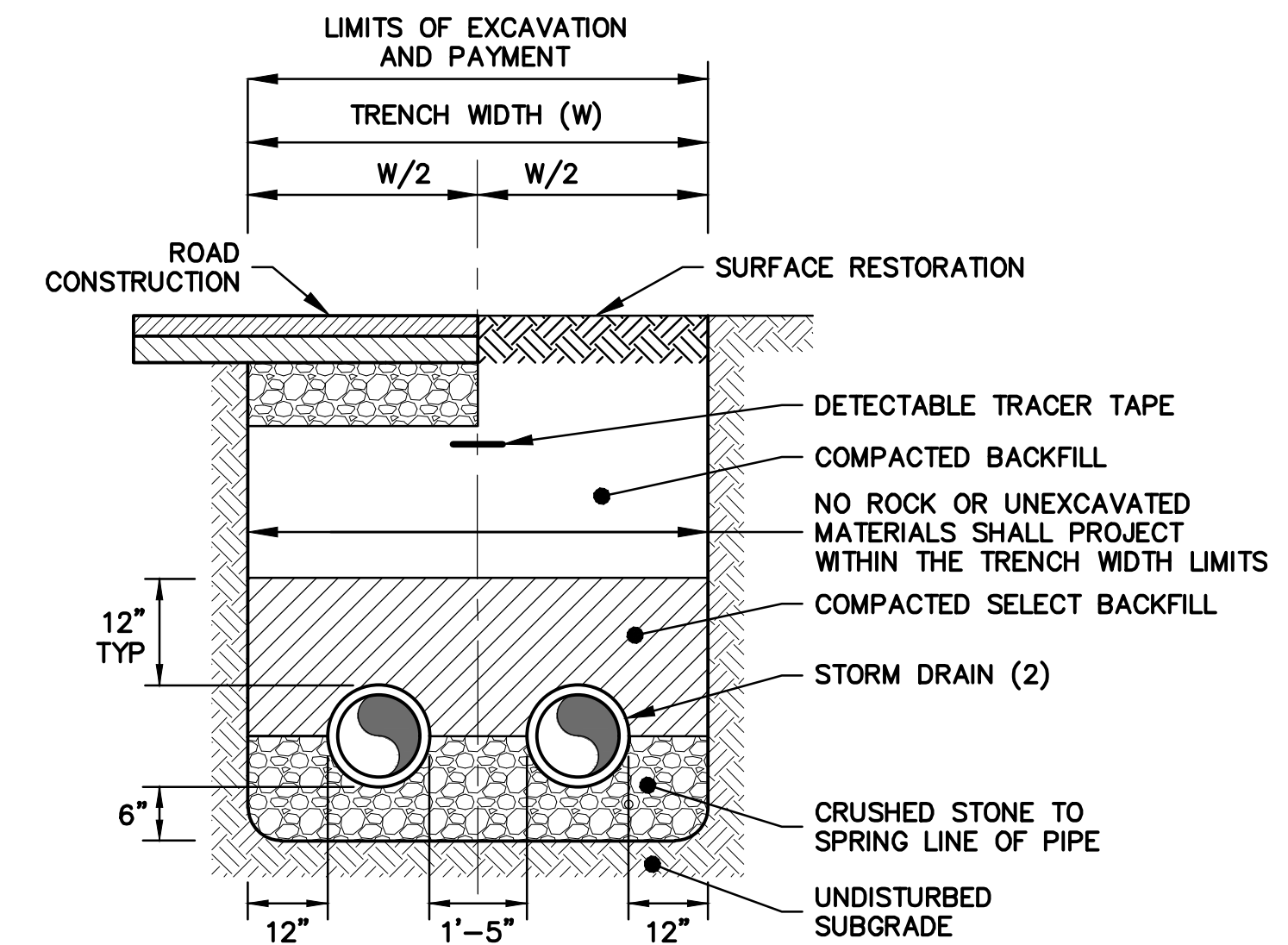
C-103



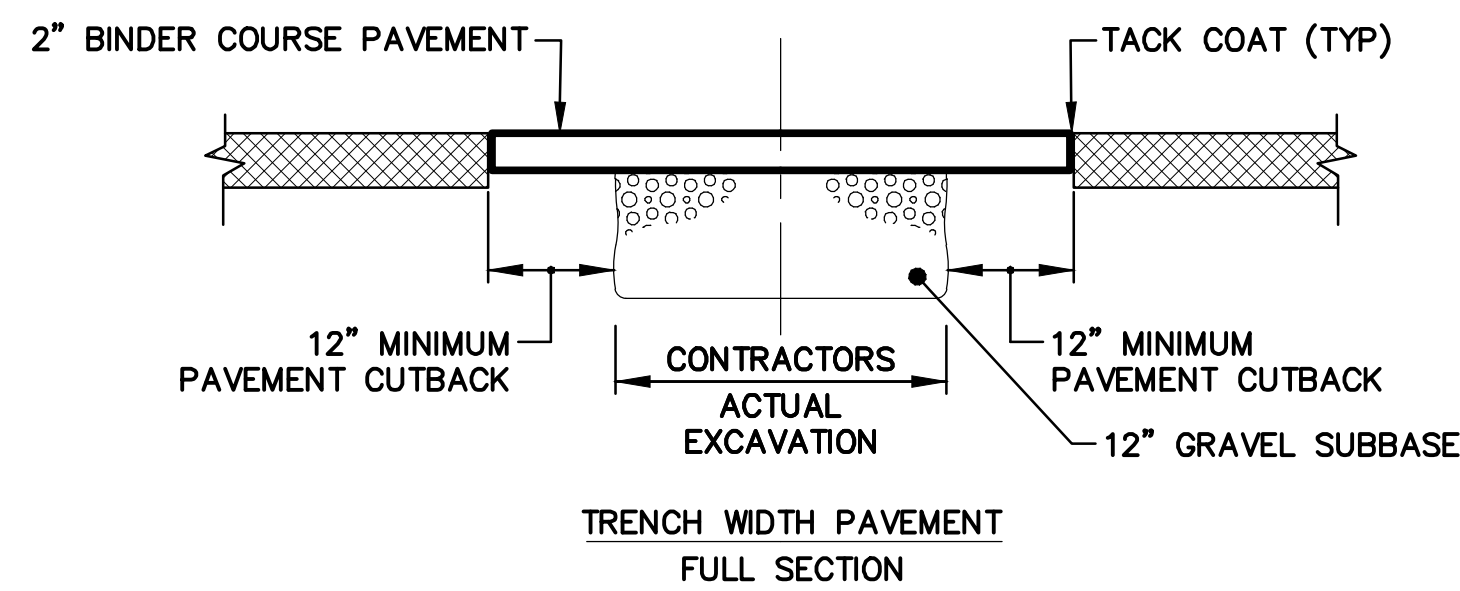
TYPICAL ROAD RECONSTRUCTION DETAIL
N.T.S.



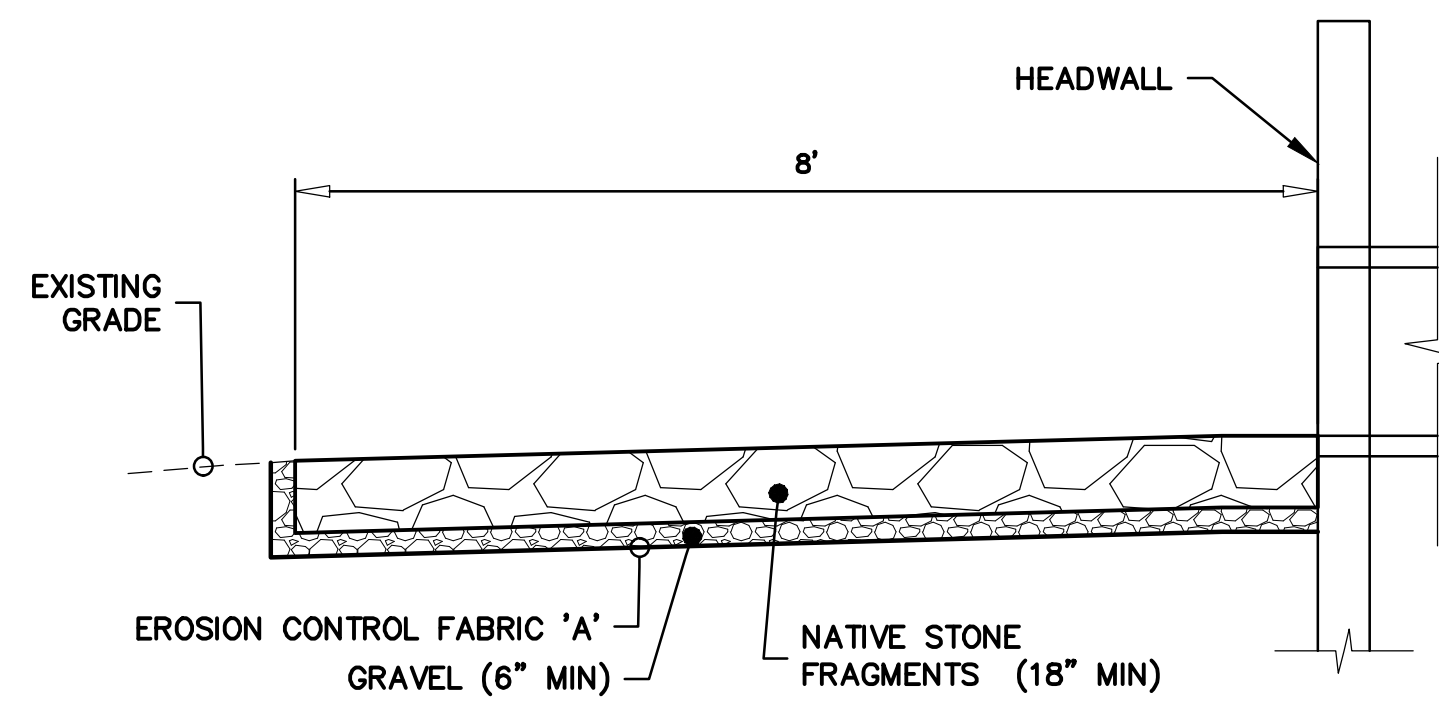
TYPICAL GRASSED SWALE SECTION
N.T.S.



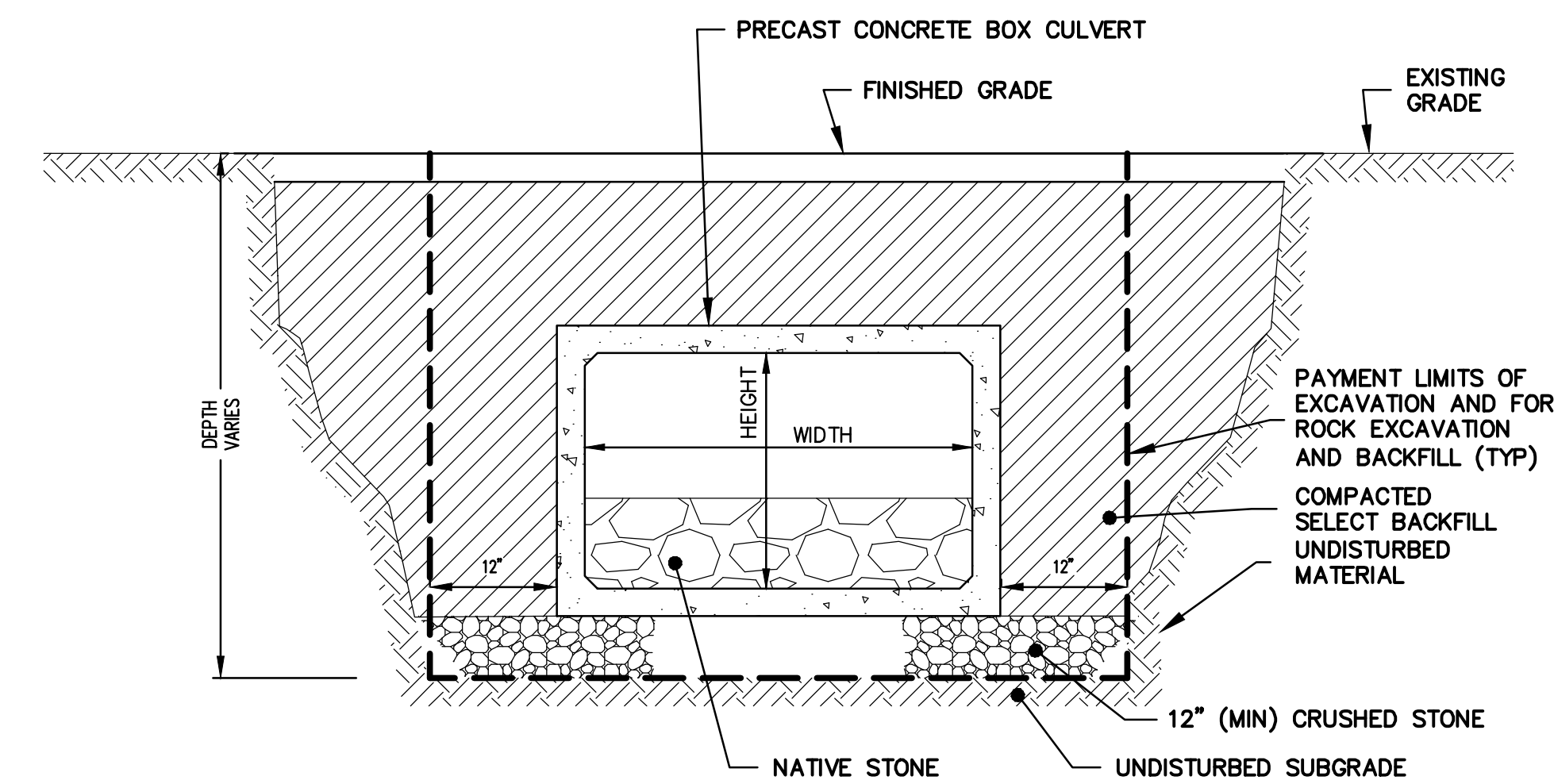
STORM DRAIN TRENCH DETAIL
N.T.S.



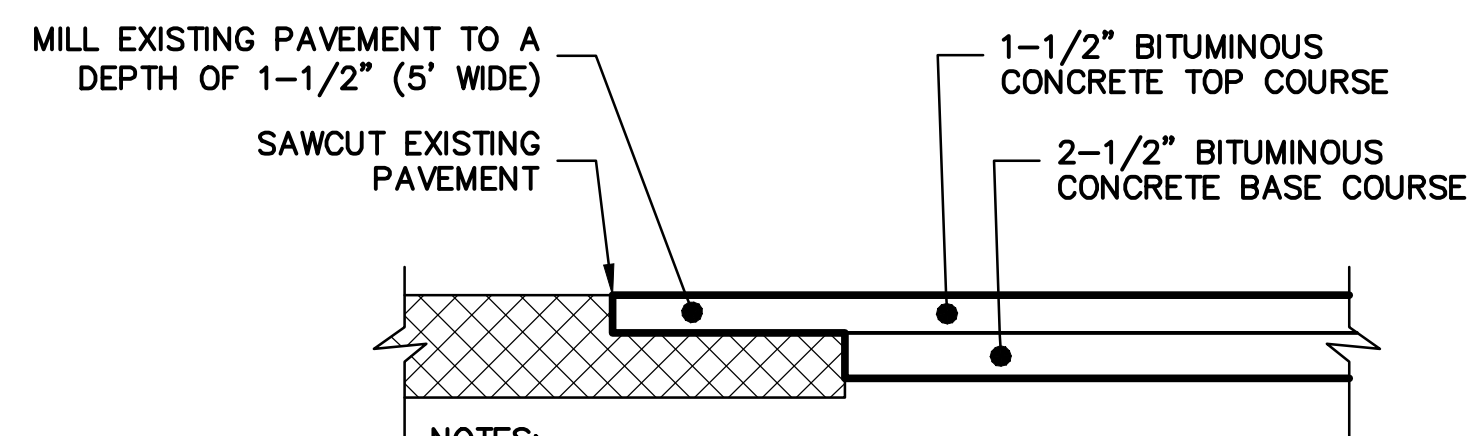
TEMPORARY TRENCH PAVEMENT REPLACEMENT DETAIL
N.T.S.



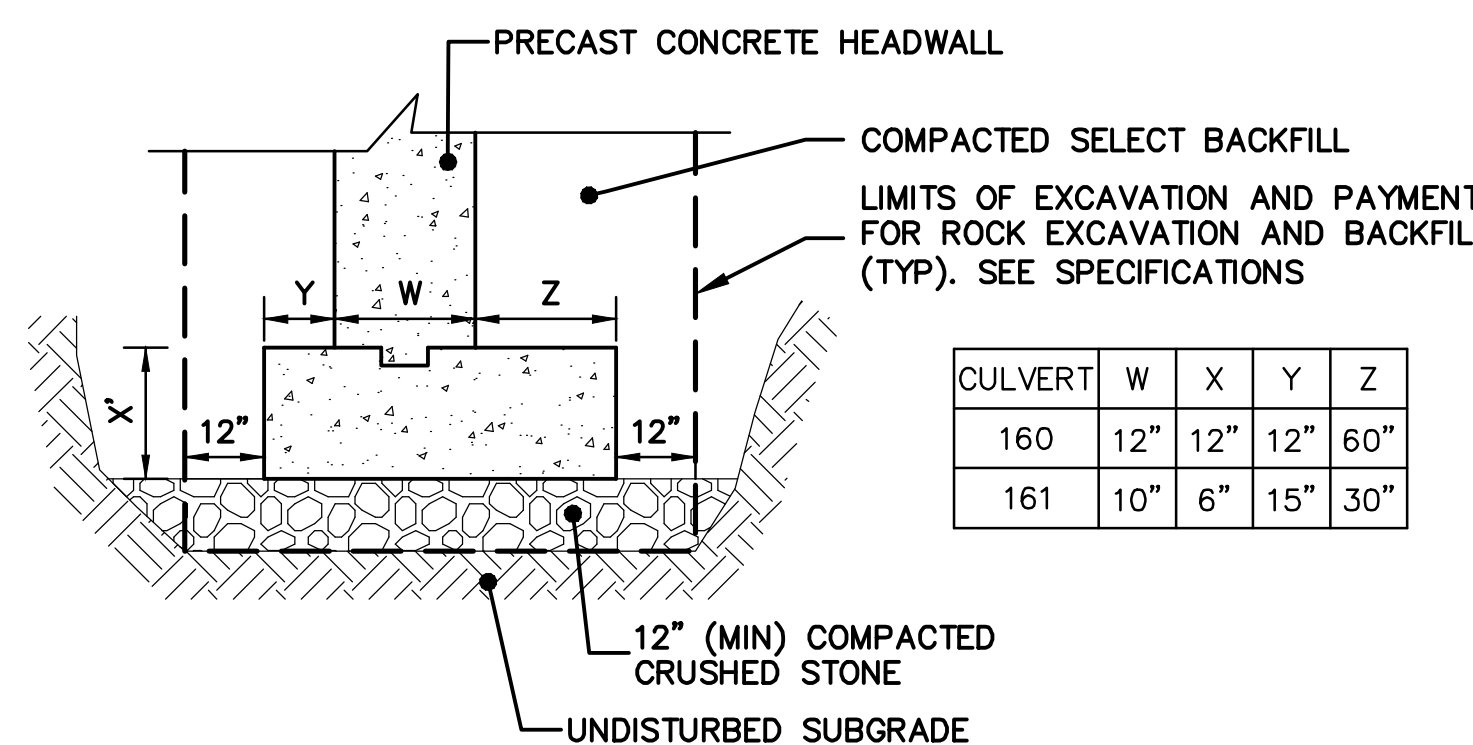
SPLASH PAD DETAIL
N.T.S.



TYPICAL BOX CULVERT SECTION
N.T.S.

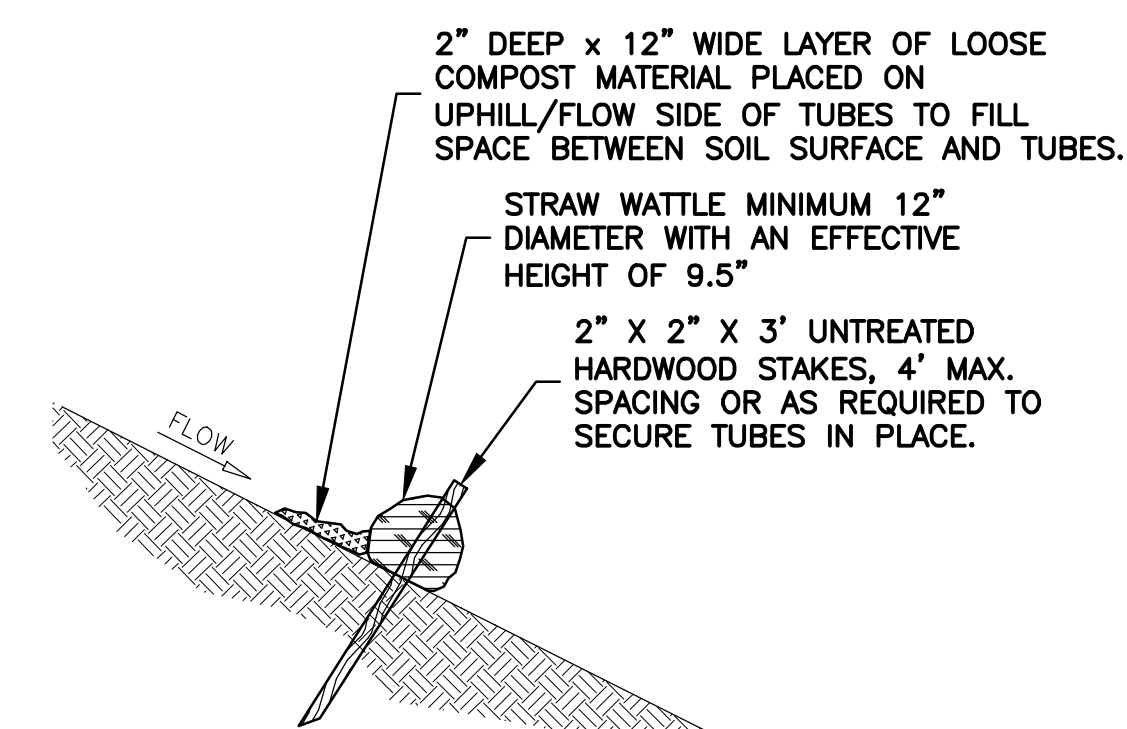


KEYWAY DETAIL
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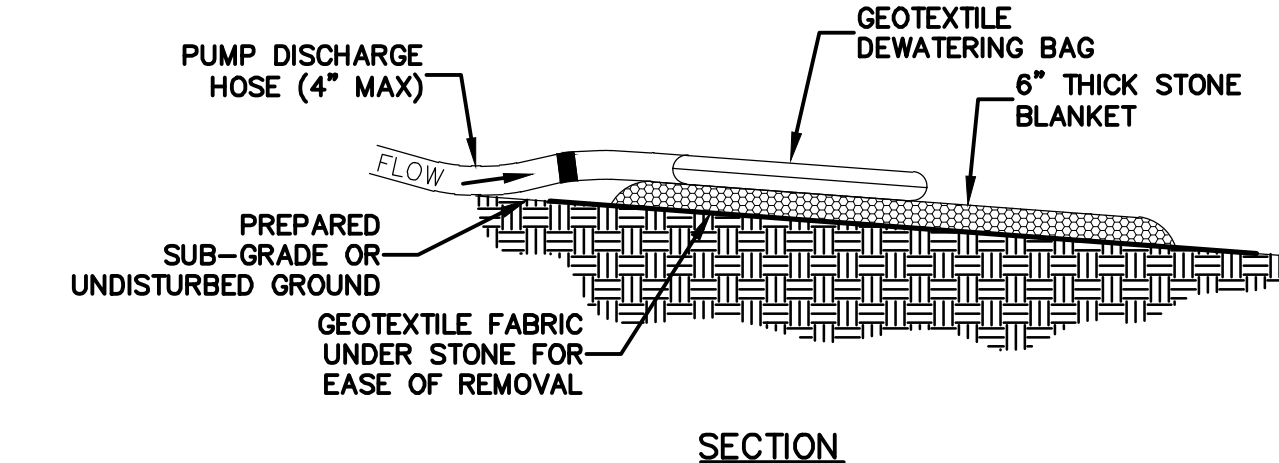
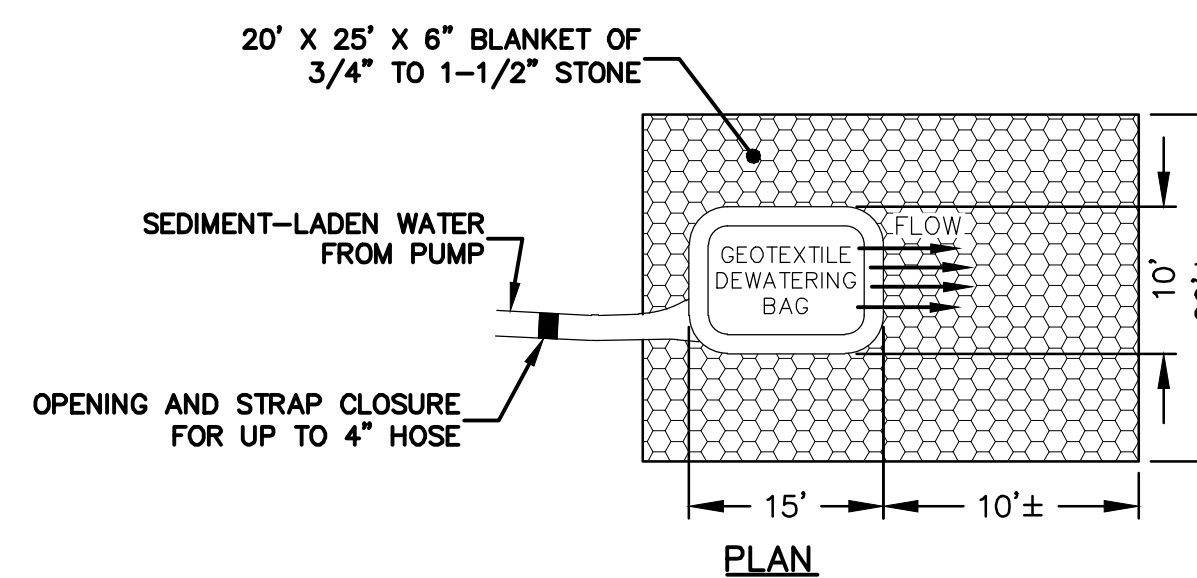


TYPICAL FOOTING DETAIL
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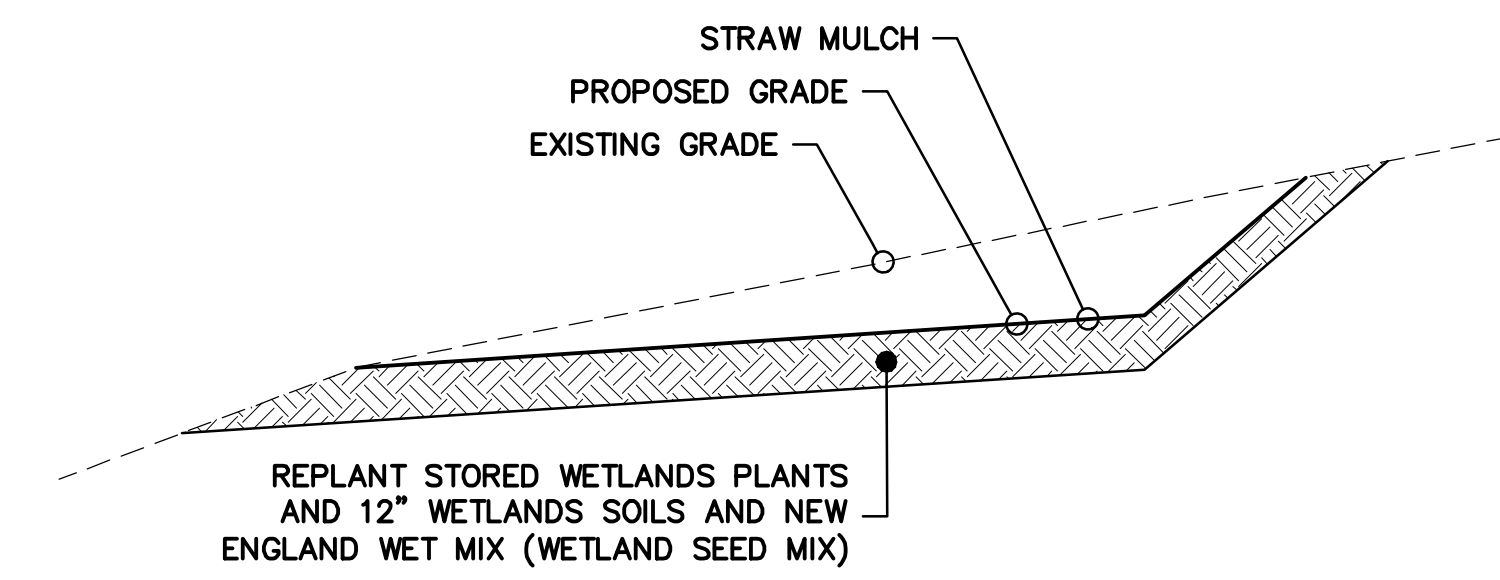
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|---------|-----|-----|-----|-----|
| 160 | 12" | 12" | 12" | 60" |
| 161 | 10" | 6" | 15" | 30" |



STRAW WATTLE INSTALLATION DETAIL
N.T.S.



GEOTEXTILE DEWATERING BAG
N.T.S.



WETLANDS REPLICATION DETAIL
N.T.S.

- NOTES:
- TUBES FOR WATTLES SHALL BE JUTE MESH OR APPROVED BIODEGRADABLE MATERIAL. ADDITIONAL TUBES SHALL BE USED AT THE REQUIREMENT OF THE ENGINEER.
 - TAMP TUBES IN PLACE TO ENSURE GOOD CONTACT WITH SOIL SURFACE.
 - WHEN STAKING IS NOT POSSIBLE, SUCH AS WHEN TUBES MUST BE PLACED ON PAVEMENT, HEAVY CONCRETE OR CINDER BLOCKS CAN BE USED BEHIND TUBES UP TO 4 FEET APART OR AS REQUIRED TO SECURE TUBES IN PLACE.

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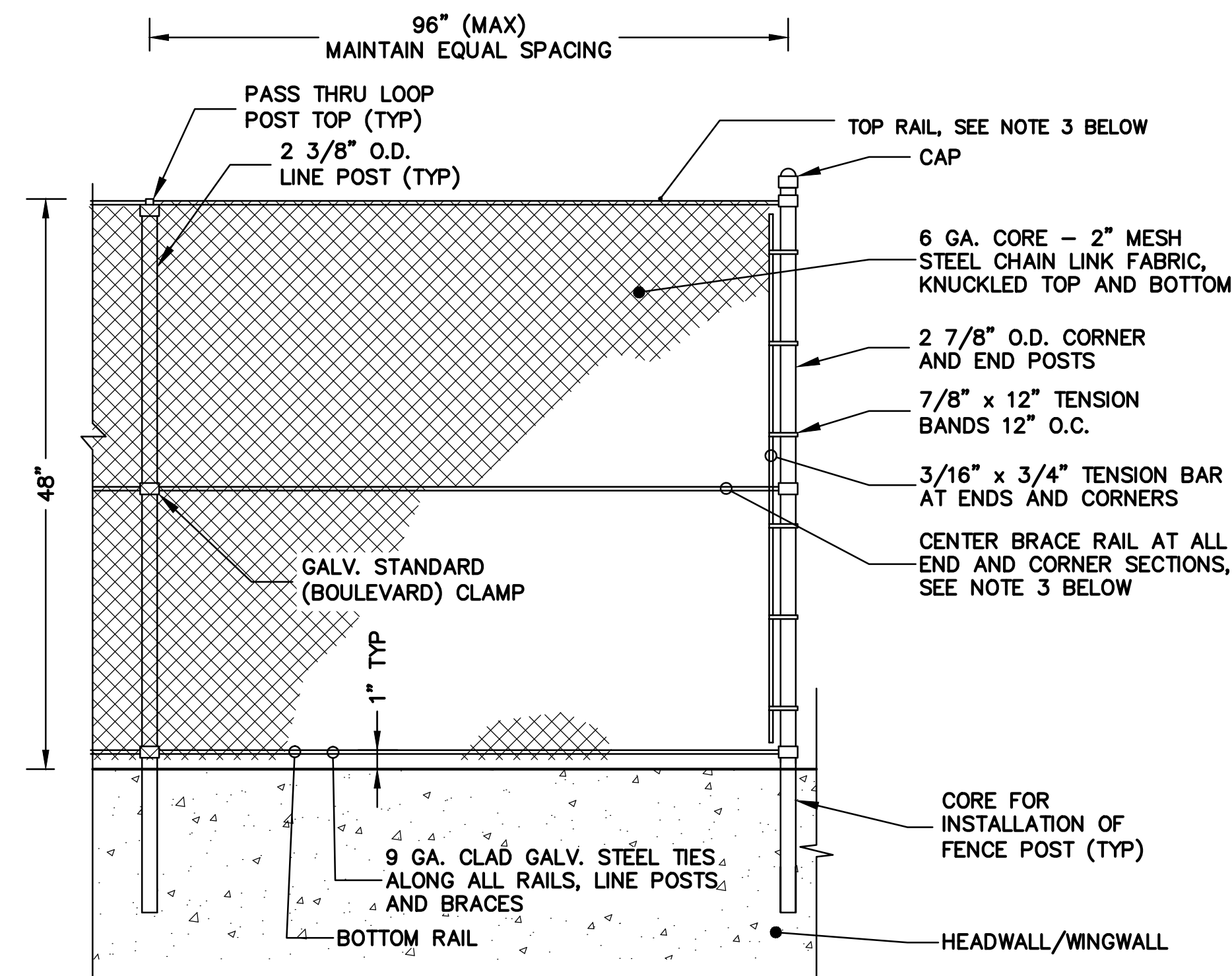
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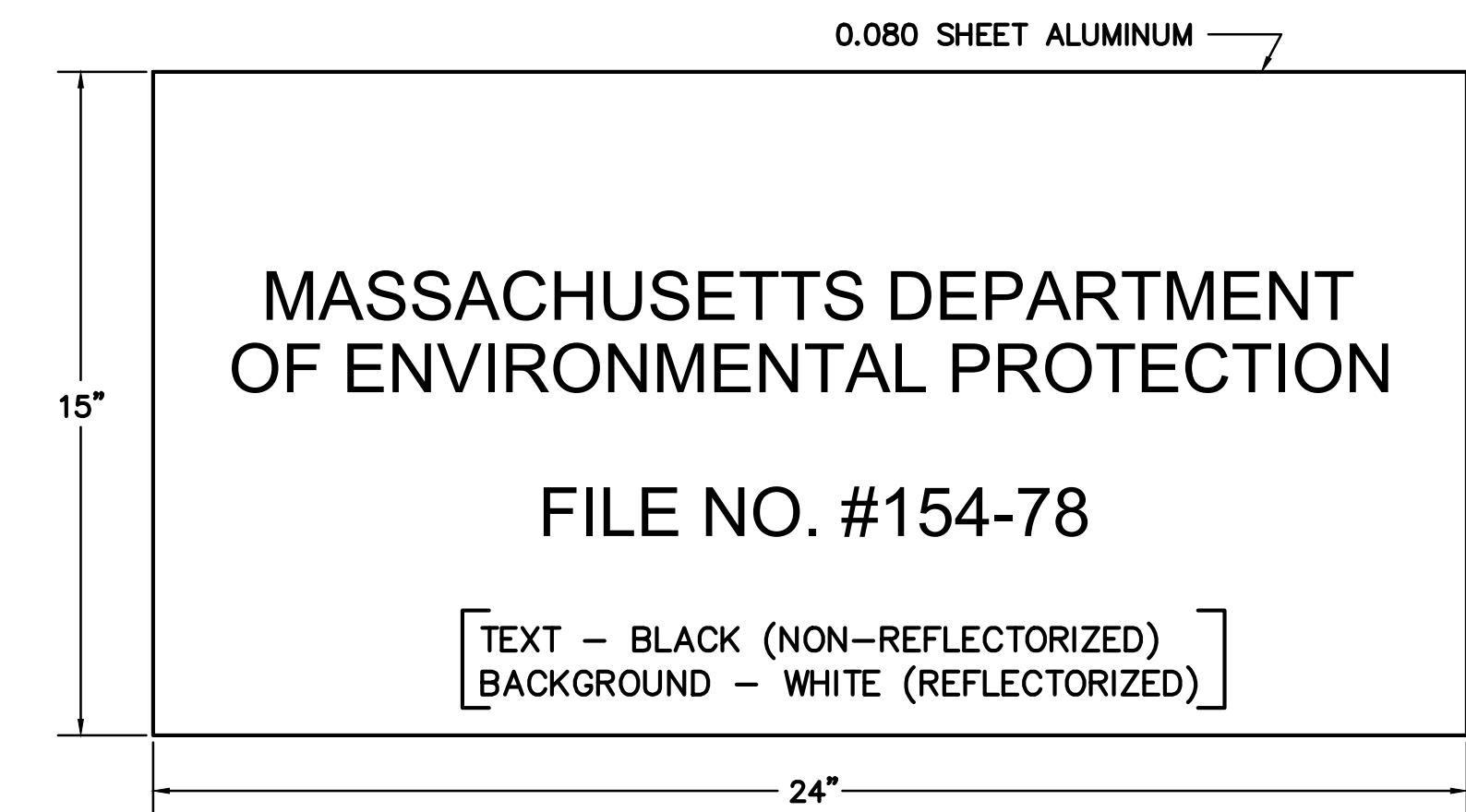
Sheet Number:

C-104



- NOTES:**
1. ALL FENCE PIPE SHALL BE SCH. 40, GALV. STEEL PIPE.
 2. ALL LINE POSTS SHALL BE INSTALLED EQUALLY SPACED BETWEEN END AND CORNER POSTS.
 3. ALL RAILS SHALL BE 1.66" O.D. PIPE.

CHAIN LINK FENCE DETAIL
N.T.S.



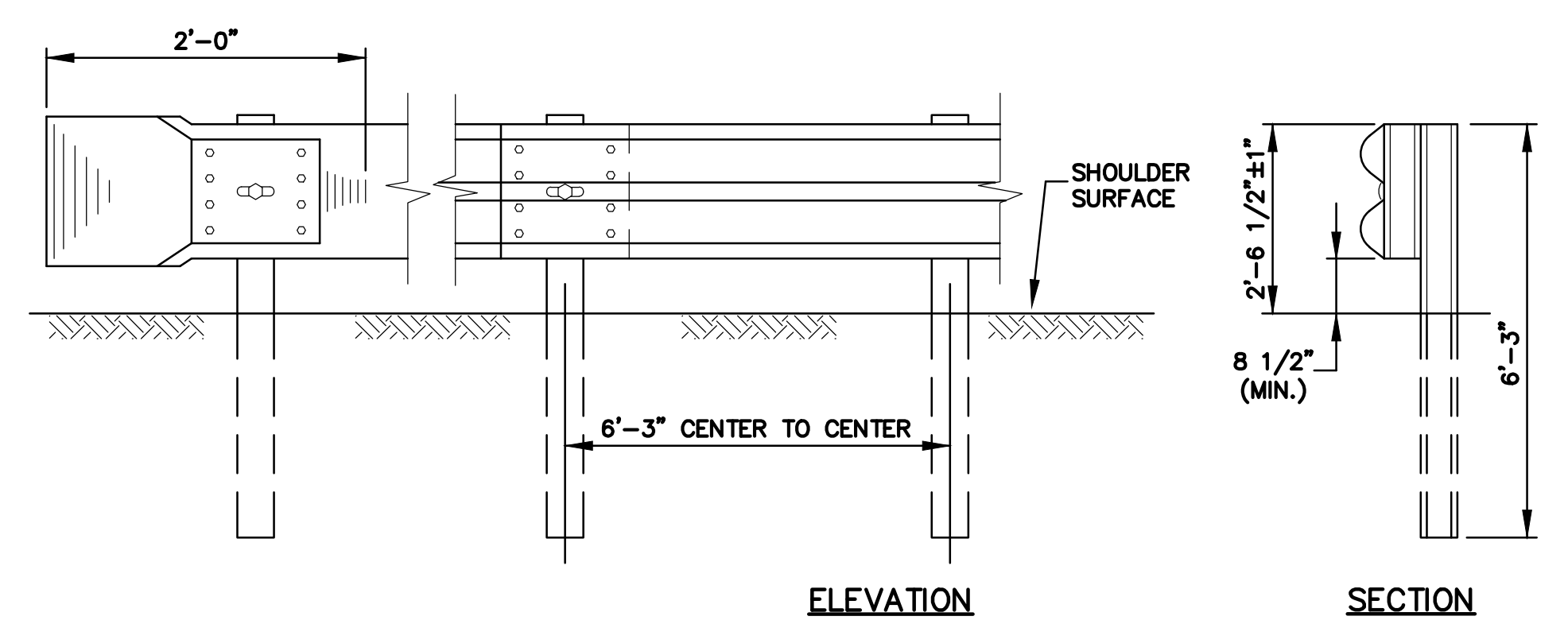
MASSACHUSETTS DEPARTMENT
OF ENVIRONMENTAL PROTECTION

FILE NO. #154-78

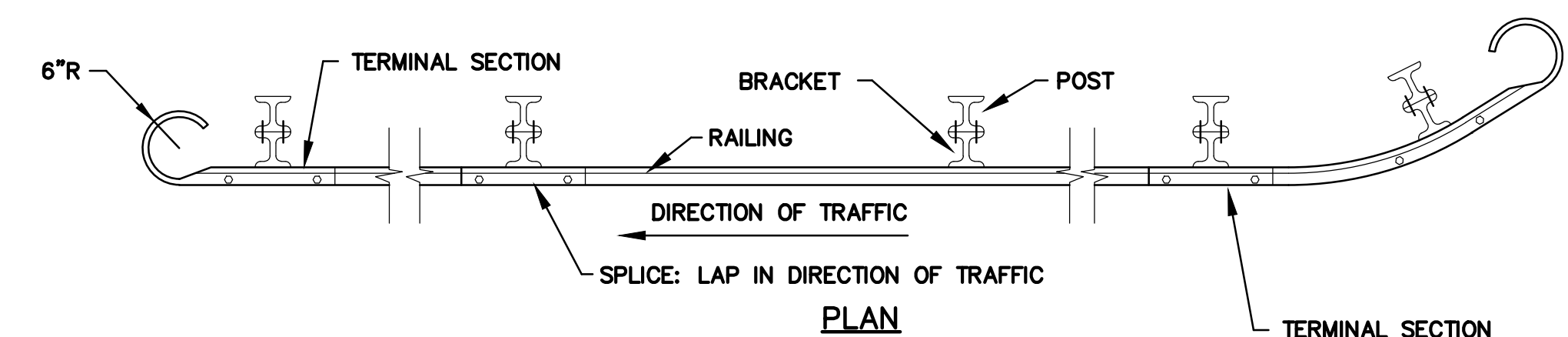
TEXT - BLACK (NON-REFLECTORIZED)
BACKGROUND - WHITE (REFLECTORIZED)

- NOTES:**
1. THE LOCATION OF THE SIGN IS TO BE DETERMINED BY THE ENGINEER.
 2. SEE SPECIAL PROVISIONS FOR THE MANUFACTURE, MAINTENANCE, ERECTION AND REMOVAL RESPONSIBILITIES.
 3. USE SERIES "D" FOR LETTERING.

WETLANDS PROTECTION ACT SIGN
N.T.S.




STEEL HIGHWAY GUARD RAIL DETAIL
N.T.S.



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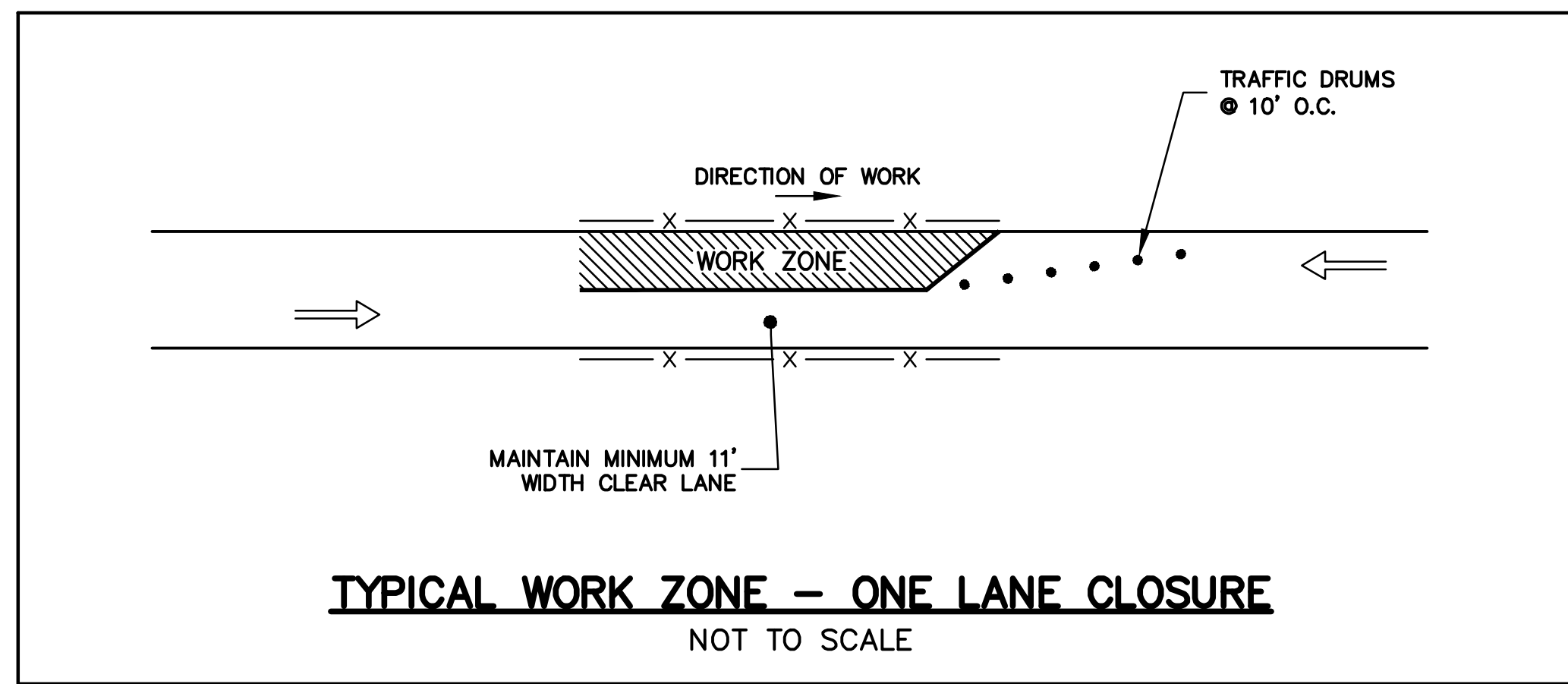
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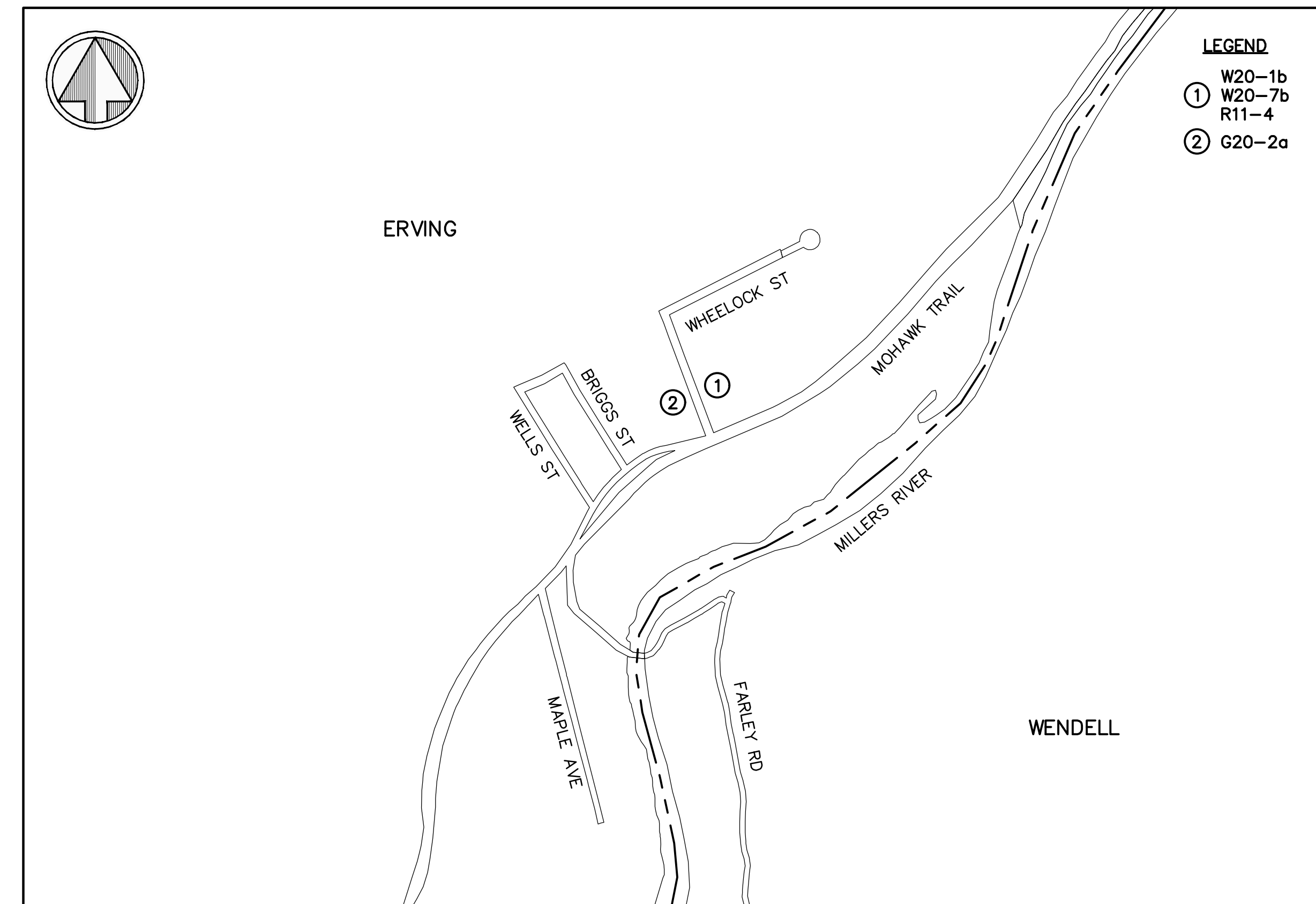
DETAILS

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C-105

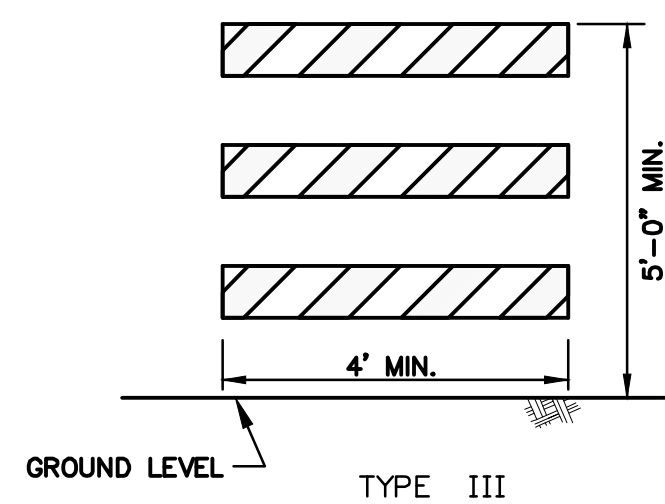


- LEGEND:**
- TEMPORARY BARRIER
 - x- CONSTRUCTION FENCE
 - DRUMS



TRAFFIC CONTROL SIGNAGE PLAN

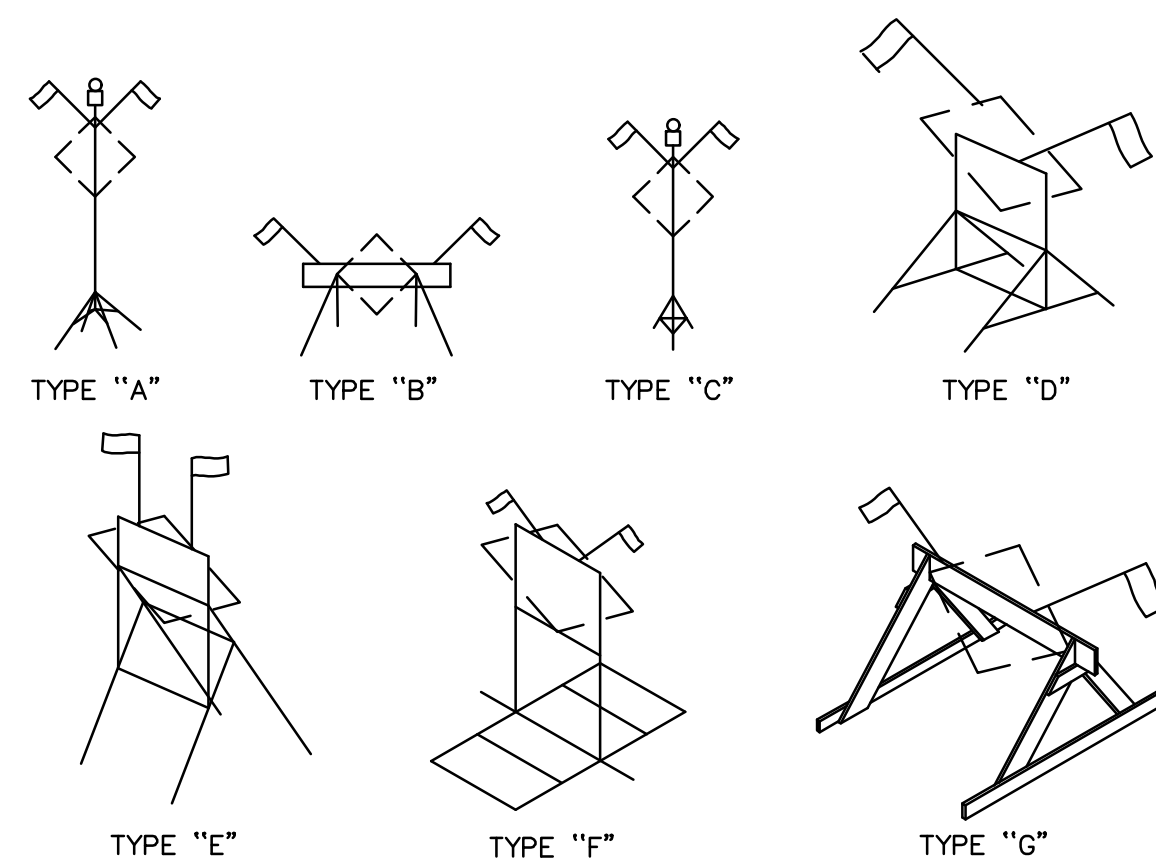
SCALE: 1"=500'
0 500' 1000' 1500'



- ALUMINUM BARRICADE FACE PANELS SHALL BE MOUNTED ON 3" OR 4" P.V.C. BARRICADE SUPPORT.
- MARKINGS FOR BARRICADE FACE PANELS SHALL BE 8" TO 12" IN HEIGHT AND ALTERNATE ORANGE AND WHITE STRIPES SLOPING DOWNWARD IN THE DIRECTION TRAFFIC IS TO PASS. 6" WIDE STRIPES AT A 45° ANGLE SHALL BE USED.
- THE ENTIRE AREA OF ORANGE AND WHITE STRIPES SHALL BE REFLECTIVE SHEETING - ENCAPSULATED LENS. BARRICADE FACE PANELS AS NOTED SHALL BE REFLECTORIZED ON BOTH SIDES. WHERE TRAFFIC PASSES ONLY IN ONE DIRECTION OF TRAVEL, ONLY THE SIDE FACING TRAFFIC SHALL BE REFLECTORIZED.
- ALUMINUM BARRICADE FACE PANELS SHALL HAVE ROUNDED CORNERS.
- THE ENGINEER RESERVES THE RIGHT TO REJECT ANY BARRICADE FACE PANEL WHICH THE ENGINEER DEEMS HAZARDOUS, AND NOT IN THE BEST INTEREST OF THE MOTORING PUBLIC, OR NOT SUITABLE FOR PURPOSE INTENDED.

ALUMINUM BARRICADE FACE PANELS

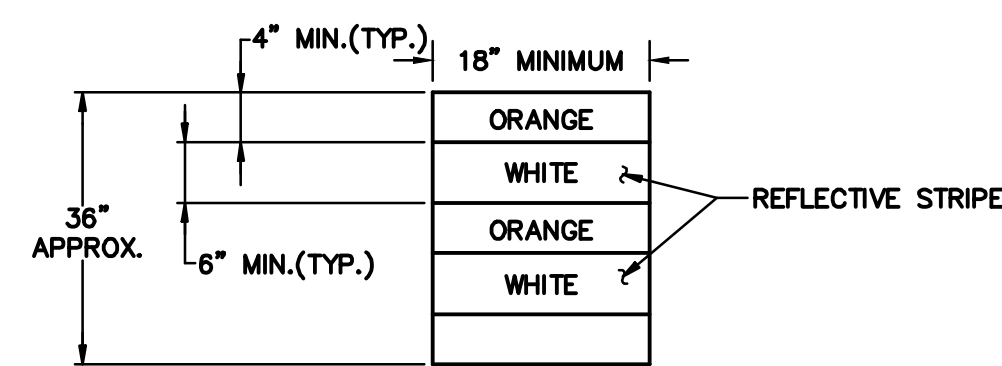
N.T.S.



- SIGN SUPPORTS SHALL BE CONSTRUCTED OF A SUITABLE MATERIAL. BREAKAWAY AND/OR COLLAPSIBLE FEATURES SHALL BE INCORPORATED IN THE SIGN SO THAT THE SUPPORT WILL NOT CONSTITUTE A HAZARD TO THE MOTORIST AND/OR WORKERS IN THE WORK AREA. SIGNS MUST MEET NCHRP 350 STANDARDS AND THE MUTCD.
- MOUNTING HEIGHT OF SIGN UTILIZING STRUCTURES DEPICTED ABOVE SHALL BE A MINIMUM OF 12", WITH A RECOMMENDED HEIGHT OF 18" ABOVE PAVEMENT.
- THE ENGINEER RESERVES THE RIGHT TO REJECT ANY SUPPORT WHICH THE ENGINEER DEEMS A HAZARD, OR NOT IN THE BEST INTEREST OF THE MOTORING PUBLIC.
- FLAGS AND/OR BARRICADE WARNING LIGHTS SHALL BE USED AS SHOWN ON THE TRAFFIC CONTROL PLANS AND AS REQUIRED BY THE ENGINEER.

PORTABLE SIGN SUPPORTS

N.T.S.



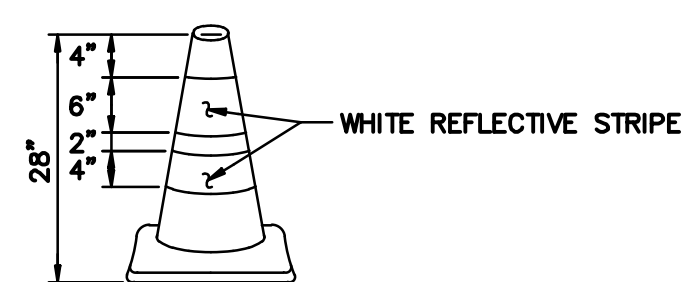
FRONT VIEW

NOTES:

- TRAFFIC DRUM SHALL BE DESIGNED IN ACCORDANCE WITH THE LATEST EDITION M.U.T.C.D.
- THE ENGINEER RESERVES THE RIGHT TO REJECT ANY DRUM DEEMED NOT SUITABLE FOR THE PURPOSE INTENDED.
- THE ENTIRE AREA OF ORANGE AND WHITE STRIPES SHALL BE FLEXIBLE ENCAPSULATED LENS REFLECTIVE SHEETING.
- REFLECTORIZED STRIPES SHOULD NOT BE PLACED OVER THE PROTRUDING CIRCUMFERENTIAL RIBS OF THE DRUM.
- THE SECTIONS OF DRUMS NOT COVERED WITH REFLECTORIZED STRIPES SHALL BE ORANGE.
- THE DESIGN OF THE DRUM WILL ALLOW FOR THE ATTACHMENT OF A BARRICADE WARNING LIGHT.

TRAFFIC DRUM

N.T.S.

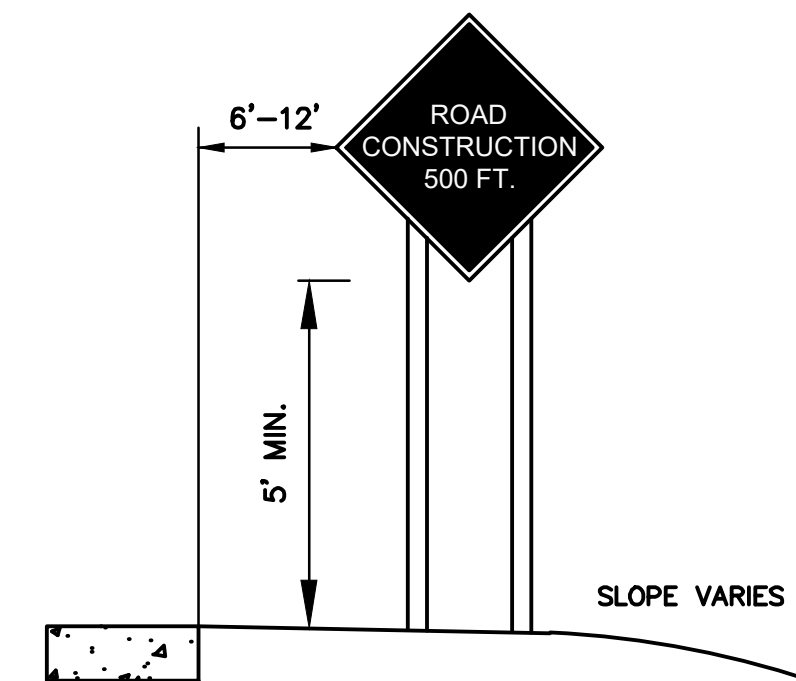


NOTES:

- TRAFFIC CONES SHALL BE DESIGNED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CHAPTER VI, SECTION 6C-3, CONE DESIGN.
- HEIGHT OF CONES SHALL BE 28"
- CONES SHALL BE PREDOMINANTLY FEDERAL ORANGE IN COLOR AND WITH RETROREFLECTIVE STRIPES.
- RUBBER CONES SHALL HAVE INTERIOR RIBS FOR RIGIDITY.
- PLASTIC CONES SHALL BE COLOR IMPREGNATED.
- CONES SHALL BE OF A THICKNESS NECESSARY TO WITHSTAND IMPACT WITHOUT DAMAGE TO EITHER CONE OR IMPACTING VEHICLE.
- THE ENGINEER RESERVES THE RIGHT TO REJECT ANY CONE THE ENGINEER DEEMS NOT SUITABLE FOR PURPOSE INTENDED.

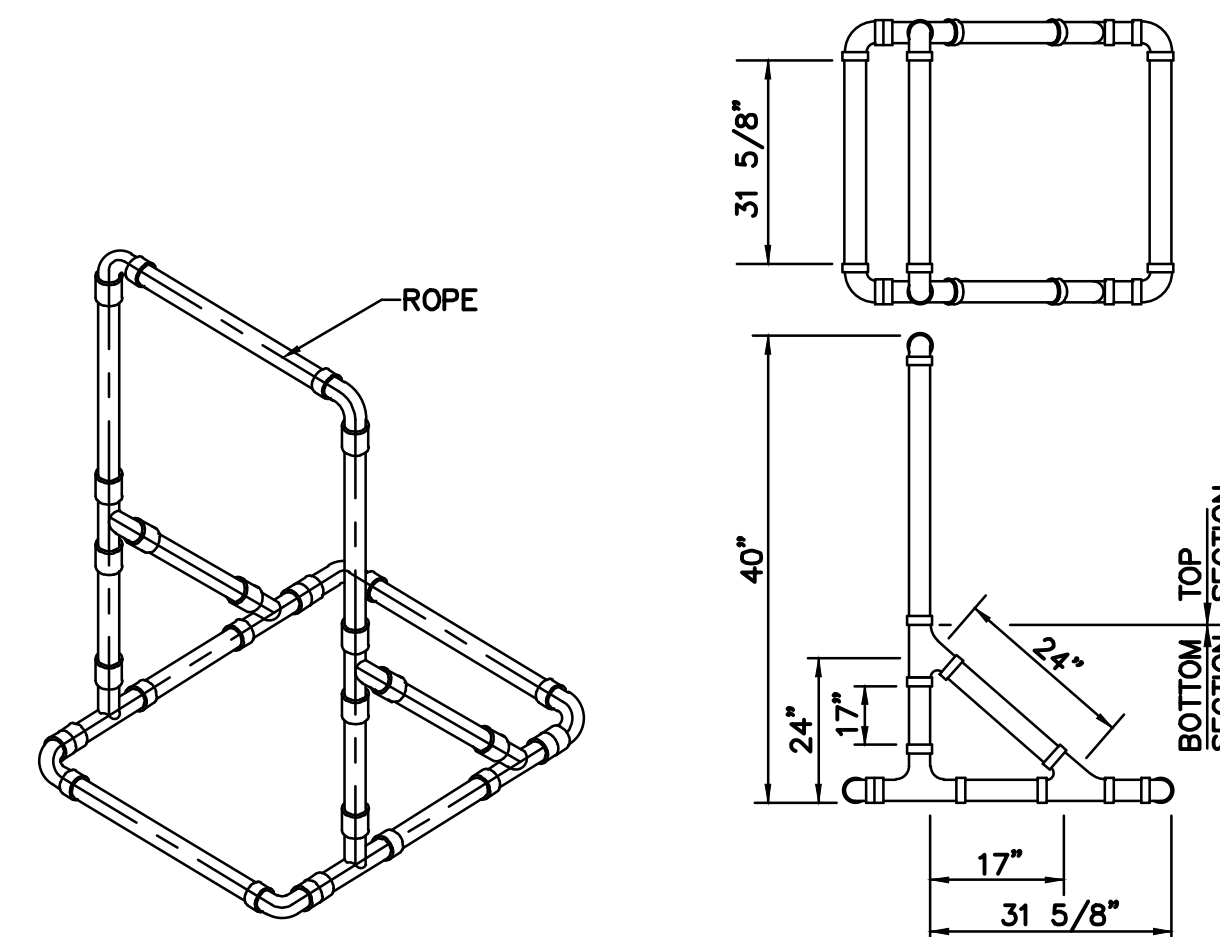
TRAFFIC CONES

N.T.S.



HEIGHT AND LATERAL LOCATIONS OF SIGNS

N.T.S.



NOTES:

- DIMENSIONS ARE APPROXIMATE.
- BOTTOM SECTION MAY BE FILLED WITH SAND FOR BALLAST.
- SUPPORT SHALL BE LOOSELY THREADED WITH ROPE, KNOTTED AS REQUIRED.

TYPICAL 3" OR 4" PLASTIC SIGN/BARRICADE SUPPORT

N.T.S.

TEMPORARY SIGNS

| SIGN | WIDTH | HEIGHT |
|--------------------------------|--------|-----------|
| ROAD CONSTRUCTION 1000 FT. | W20-1a | 48" x 48" |
| ROAD CONSTRUCTION 500 FT. | W20-1b | 48" x 48" |
| ONE LANE ROAD 500 FT. | W20-4 | 48" x 48" |
| END ROAD WORK | G20-2a | 36" x 18" |
| FLAGGER AHEAD | W20-7a | 36" x 36" |
| BE PREPARED TO STOP | W20-7b | 36" x 36" |
| ROAD CLOSED LOCAL TRAFFIC ONLY | R11-4 | 60" x 30" |
| DETOUR | M4-10 | 48" x 18" |

(REFER TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION)

TRAFFIC CONTROL - GENERAL NOTES:

- DURING NON-WORKING HOURS, ALL TRENCHES ARE TO BE RESTORED AS SPECIFIED OR REQUIRED, ALL SIGNAGE SHALL BE REMOVED AND ALL ROADS OPENED TO NORMAL TRAFFIC FLOW.
- ALL TRAFFIC CONTROL TO MEET THE MUTCD (LATEST EDITION).
- CHANNELIZE TRAFFIC AS REQUIRED USING REFLECTORIZED DRUMS AND STEADY-BURN LIGHTS. RELOCATE DRUMS AS REQUIRED DURING CONSTRUCTION.
- PROVIDE POLICE PROTECTION OR MASSDOT CERTIFIED FLAGGERS TO DIRECT TRAFFIC AS REQUIRED.
- CONTRACTOR SHALL PROVIDE EMERGENCY VEHICLE ACCESS AT ALL TIMES.

Project:
TOWN OF ERVING,
MASSACHUSETTS
SELECT BOARD
WHEELOCK STREET
CULVERT IMPROVEMENTS PROJECT

Weston & Sampson
Weston & Sampson Engineers, Inc.
712 Brook Street, Suite 103
Rocky Hill, CT 06067
978.532.1900 800.SAMPSON
www.westonandsampson.com

Consultants:

Revisions:

| No. | Date | Description |
|-----|------|-------------|
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Scale:

COA:

Issued For:
BID READY FOR REVIEW

Scale: AS NOTED
Date: JANUARY 2023
Drawn By:
Reviewed By: WGS
Approved By: CBW
W&S Project No.: ENG20-0442
W&S File No.:

Drawing Title:
CONSTRUCTION ZONE SAFETY PLAN
Sheet Number:
C-106



The Commonwealth of Massachusetts
Office of the Attorney General
One Ashburton Place
Boston, Massachusetts 02108

OPEN MEETING LAW COMPLAINT FORM

Instructions for completing the Open Meeting Law Complaint Form

The Attorney General's Division of Open Government interprets and enforces the Open Meeting Law, Chapter 30A of the Massachusetts General Laws, Sections 18-25. Below is the procedure for filing and responding to an Open Meeting Law complaint.

Instructions for filing a complaint:

- o Fill out the attached two-page form completely and sign it. File the complaint with the public body within 30 days of the alleged violation. If the violation was not reasonably discoverable at the time it occurred, you must file the complaint within 30 days of the date the violation was reasonably discoverable. A violation that occurs during an open session of a meeting is reasonably discoverable on the date of the meeting.
- o To file the complaint:
 - o For a local or municipal public body, you must submit a copy of the complaint to the chair of the public body **AND** to the municipal clerk.
 - o For all other public bodies, you must submit a copy of the complaint to the chair of the public body.
 - o Complaints may be filed by mail, email, or by hand. Please retain a copy for your records.
- o If the public body does not respond within 14 business days and does not request an extension to respond, contact the Division for further assistance.

Instructions for a public body that receives a complaint:

- o The chair must disseminate the complaint to the members of the public body.
- o The public body must meet to review the complaint within 14 business days (usually 20-22 calendar days).
- o After review, but within 14 business days, the public body must respond to the complaint in writing and must send the complainant a response and a description of any action the public body has taken to address it. At the same time, the body must send the Attorney General a copy of the response. The public body may delegate this responsibility to its counsel or a staff member, but only after it has met to review the complaint.
- o If a public body requires more time to review the complaint and respond, it may request an extension of time for good cause by contacting the Division of Open Government.

Once the public body has responded to the complaint:

- o If you are not satisfied with that the public body's response to your complaint, you may file a copy of the complaint with the Division by mail, e-mail, or by hand, but only once you have waited for 30 days after filing the complaint with the public body.
- o When you file your complaint with the Division, please include the complaint form and all documentation relevant to the alleged violation. You may wish to attach a cover letter explaining why the public body's response does not adequately address your complaint.
- o The Division will not review complaints filed with us more than 90 days after the violation, unless we granted an extension to the public body or you can demonstrate good cause for the delay.

If you have questions concerning the Open Meeting Law complaint process, we encourage you to contact the Division of Open Government by phone at (617) 963-2540 or by e-mail at openmeeting@state.ma.us.



OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Todd Last Name: Wallack

Address: 890 Commonwealth Ave

City: Boston State: MA Zip Code: 02215

Phone Number: 617.291.8123 Ext. _____

Email: twallack@bu.edu

Organization or Media Affiliation (if any): WBUR

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual Organization Media

Public Body that is the subject of this complaint:

City/Town County Regional/District State

Name of Public Body (including city/
town, county or region, if applicable): Erving

Specific person(s), if any, you allege
committed the violation: _____

Date of alleged violation: 11/7/2022

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

The Erving Select Board went into executive session on Nov. 7, 2022, but did not list the topic of the executive session in either the agenda or the minutes of the meeting as required by the Open Meeting Law.

The minutes and agenda show that the town believes the executive session was permitted by MGL Ch. 30A, Section 21 (a) (1) [t]o discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual. " However, the select board failed to identify the individual on the agenda and minutes. It is also unclear whether the board gave the individual the opportunity to attend the meeting and/or open the meeting to the public.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

I ask that the Select Board amend the minutes and agenda to identify the topic of the executive session.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: Todd Wallack

Date: 11/30/2022

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:

RE: [EXTERNAL]Re: [EXTERNAL]Fw: OML request

Bryan Smith <bryan.smith@erving-ma.gov>

Tue 11/29/2022 7:43 AM

To: Wallack, Todd <twallack@bu.edu>

Cc: Richard Newton <richard.newton@erving-ma.gov>; Higgins, Corey F. <chiggins@mirickoconnell.com>

Good morning, Todd,

I am writing in response to your below email. As an initial matter, contrary to your below contention, the topic for the November 7, 2022 executive session was mentioned in both of the documents I provided you on November 23, 2022. Specifically, the Meeting Agenda for November 7, 2022 plainly states, in relevant part, under *Other Business* as follows:

“Executive Session: pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (1) “[t]o discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual.”

Likewise, the approved Meeting Minutes from the November 7, 2022 Select Board/Water Commissioner’s Meeting states, in relevant part, as follows:

“Executive Session

At 6:42 PM **Chairman Smith** made a motion for the Select Board to enter Executive Session pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (1) [t]o discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual. **Chairman Smith** stated that the Select Board would not return to Regular Session.”

In short, both documents I provided you make clear the topic and purpose of the November 7, 2022 executive session.

With regard to your request for any more details, including the name of the individual discussed in executive session, the Town is not at liberty to disclose such information.

Respectfully,

Bryan Smith, MPPA
Administrative Coordinator**Town of Erving**

12 East Main Street

Erving, Massachusetts 01344

Phone: (413) 422-2800 ext. 1102 | Online: www.Erving-Ma.gov | Facebook: [Town of Erving](https://www.facebook.com/TownofErving)

From: Wallack, Todd <twallack@bu.edu>**Sent:** Wednesday, November 23, 2022 12:55 PM**To:** Bryan Smith <bryan.smith@erving-ma.gov>**Cc:** Richard Newton <richard.newton@erving-ma.gov>; Higgins, Corey F. <chiggins@mirickoconnell.com>**Subject:** [EXTERNAL]Re: [EXTERNAL]Fw: OML request

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. I noticed none of the documents mention the topic for the executive session.

Can you provide any more details? For instance, what was the name of the individual discussed in executive session?

Todd

Todd Wallack
Deputy Managing Editor
WBUR, Boston's NPR News Station
617.291.8123
twallack@bu.edu

From: Bryan Smith <bryan.smith@erving-ma.gov>
Sent: Wednesday, November 23, 2022 12:30 PM
To: Wallack, Todd <twallack@bu.edu>
Cc: Richard Newton <richard.newton@erving-ma.gov>; Higgins, Corey F. <chiggins@mirickoconnell.com>
Subject: RE: [EXTERNAL]Fw: OML request

Hi Todd,

Hope you are well.

The meeting agenda and the approved minutes for November 7, 2022, are attached. They were also previously posted to the Town website.

Bryan Smith, MPPA
Administrative Coordinator

Town of Erving

12 East Main Street

Erving, Massachusetts 01344

Phone: (413) 422-2800 ext. 1102 | Online: www.Erving-Ma.gov | Facebook: [Town of Erving](https://www.facebook.com/TownofErving)

From: Wallack, Todd <twallack@bu.edu>
Sent: Monday, November 21, 2022 4:55 PM
To: Bryan Smith <bryan.smith@erving-ma.gov>
Subject: [EXTERNAL]Fw: OML request

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Todd Wallack
Deputy Managing Editor
WBUR, Boston's NPR News Station
617.291.8123
twallack@bu.edu

From: Wallack, Todd <twallack@bu.edu>
Sent: Saturday, November 19, 2022 2:11 PM
To: townclerk@erving-ma.gov <townclerk@erving-ma.gov>
Subject: Fw: OML request

Under the Massachusetts Open Meeting Law, I am seeking:

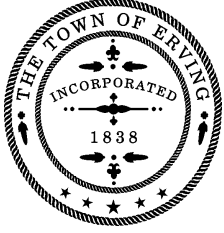
- * Minutes of the Nov. 7. meeting of the Select Board
- * Any related meeting materials for the Nov. 7 meeting of the Select Board

Todd Wallack
Deputy Managing Editor
WBUR, Boston's NPR News Station
617.291.8123
twallack@bu.edu

Notice:

When writing or responding, please remember that the Massachusetts Secretary of State has determined that email is a public record and subject to the Public Records Law, M.G.L. c. 66, and further covered by Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521.

This communication may contain privileged or other confidential information. If you are not the intended recipient or believe that you have received the communication in error, you are strictly prohibited from printing, copying, distributing, disseminating, or otherwise using this communication. Please discard this e-mail and any attachments, and notify the sender immediately.



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

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

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

Bryan Smith
Town Administrator

December 19, 2022

VIA EMAIL (twallack@bu.edu)

Todd Wallack, Deputy Managing Editor
WBUR
890 Commonwealth Avenue
Boston, MA 02215

Re: Response to Open Meeting Law Complaint Filed on November 30, 2022

Mr. Wallack:

This letter shall serve as the written response of the Town of Erving Select Board (the "Board") to your Open Meeting Law complaint filed on November 30, 2022 concerning the Board's meeting on November 7, 2022. The Board reviewed your complaint at its meeting on December 19, 2022, and authorized me to provide a written response on behalf of the Board.

I. Summary of Complaint and Requested Response:

In your complaint, you allege that the Board violated the Open Meeting Law as follows:

The Erving Select Board went into executive session on Nov. 7, 2022, but did not list the topic of the executive session in either the agenda or the minutes of the meeting as required by the Open Meeting Law.

The minutes and agenda show that the town believes the executive session was permitted by MGL Ch. 30A, Section 21 (a) (1) [t]o discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual." However, the select board failed to identify the individual on the agenda and minutes. It is also unclear whether the board gave the individual the opportunity to attend the meeting and/or open the meeting to the public.

Your complaint requests the following response from the Board:

I ask that the Select Board amend the minutes and agenda to identify the topic of the executive session.

II. Response of the Board:

The Attorney General's Division of Open Government has previously determined that a public body may omit identifying information about an individual to be discussed in executive session pursuant to M.G.L. c. 30A, Section 21(a)(1) ("Purpose 1") if the body is concerned about protecting the privacy of the individual. In a determination regarding the North Attleborough Board of Selectmen (OML 2017-74, enclosed here), the Division of Open Government found that the board did not violate the Open Meeting Law when it used the language of Purpose 1 as the meeting notice topic and omitted the name of the individual to be discussed:

"When discussing an individual public employee in executive session pursuant to G.L. c. 30A, § 21 (a)(1), a public body may omit identifying information about that employee from the meeting notice where the body is concerned about protecting the privacy of that individual. See OML 2013-141. The Town Manager stated to our office that the Board omitted identifying information about the individual under discussion because the Board was concerned about protecting the privacy of that individual. Accordingly, we find that the meeting notice contained sufficient detail."

OML 2017-74

With respect to the November 7, 2022 meeting, the Board was concerned about protecting the privacy of the individual discussed, and therefore the individual's name was omitted from the meeting notice and was not mentioned during the open session when the Board voted to enter executive session pursuant to Purpose 1, as reflected in the minutes of the meeting (meeting notice and minutes enclosed with this letter). The individual discussed during the executive session was given the required 48-hour written notice, with an opportunity to attend the executive session and the option to have the discussion in open session.

Based upon the forgoing, the Board did not violate the Open Meeting Law as alleged in your complaint.

III. Conclusion:

With this written response, the Board believes it has addressed the issues raised in your complaint. In compliance with the Open Meeting Law and the Attorney General's regulations, the Board submitted a copy of your complaint to the Attorney General's Division of Open Government. By also forwarding a copy of this written response, the Board has notified the Attorney General's Division of Open Government of the action taken by the Board in response to your complaint.

Sincerely,

Bryan Smith,
Town Administrator

cc: Division of Open Government, Attorney General's Office (via email)
Brian R. Falk, Esq., Special Counsel

Encl.

DRAFT