

Mark Pruhenski  
Town Manager

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## TOWN OF GREAT BARRINGTON MASSACHUSETTS

### OFFICE OF THE TOWN MANAGER

Selectboard Regular Meeting  
Order of Agenda for Monday, January 25, 2021, at 6:00 PM, Via Zoom

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84351185629?pwd=WVY4Vy9NcWhYR2dxQ0JwTSStDRG85QT09>

Webinar ID: 843 5118 5629

Passcode: 792792

Dial-in, audio-only: (929) 205 6099

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 Order imposing strict limitation on the number of people that may gather in one place, this meeting of the Great Barrington Selectboard will be conducted via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on town's website, at [www.townofgb.org](http://www.townofgb.org). For this meeting, members of the public who wish to listen to the meeting may do so by following the instructions at the top of the agenda. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the town's website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as possible after the meeting.

1. CALL TO ORDER SELECTBOARD REGULAR MEETING
2. APPROVAL OF MINUTES
  - a. August 24, 2020
  - b. September 14, 2020
3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS
4. TOWN MANAGER'S REPORT
  - a. Housatonic Water Works Updates
5. LICENSES AND PERMITS

Recommendation to the Zoning Board of Appeals on the Special Permit application from Frank Leonard Mirchin and Ruthanne Mirchin, for the expansion of a nonconforming home at 73 Castle Hill Avenue, Great Barrington, filed in accordance with Section 5.3, 5.5, and 10.4 of the zoning bylaw.
6. NEW BUSINESS
  - a. Lover's Lane & Rt. 7 intersection discussion with MassDOT & GBDPW
  - b. Regional District Planning Committee Budget Request Presentation
  - c. 2021 Town Meeting and Election Calendar
  - d. Personnel Policy
  - e. Request to subordinate a Real Property lien from the CDBG FY14 Housing Rehabilitation program

7. CITIZEN SPEAK TIME

*Citizen Speak Time is an opportunity for the Selectboard to listen to residents. Topics of particular concern or importance may be placed on a future agenda for discussion. This time is reserved for town residents only unless otherwise permitted by the chair, and speakers are limited to 3 minutes each.*

8. SELECTBOARD'S TIME

9. MEDIA TIME

10. ADJOURNMENT

NEXT SELECTBOARD MEETING

Goal Setting Meeting January 27, 2021

Regular Meeting February 8, 2021

Regular Meeting February 21, 2021

Regular Meeting March 8, 2021



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Mark Pruhenski, Town Manager

*Pursuant to MGL. 7c. 30A sec. 20 (f), after notifying the chair of the public body, any person may make a video or audio recording of an open session of a meeting of a public body, or may transmit the meeting through any medium. At the beginning of the meeting, the chair shall inform other attendees of any such recordings. Any member of the public wishing to speak at the meeting must receive permission of the chair. The listings of agenda items are those reasonably anticipated by the chair, which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may be brought up for discussion to the extent permitted by law.*

## **TOWN OF GREAT BARRINGTON**

### **PUBLIC HEARING**

The Great Barrington Zoning Board of Appeals will hold a public hearing on Tuesday, February 23, 2021 at 7:30 pm, via Zoom remote video/teleconference, to act on the Special Permit application from Frank Leonard Mirchin and Ruthanne Mirchin, for the expansion of a nonconforming structure at 73 Castle Hill Avenue, Great Barrington, filed in accordance with Section 5.3, 5.5, and 10.4 of the zoning bylaw. The existing home is nonconforming to the north side line; applicants propose a 640 square foot addition and swimming pool on the south side.

The Zoom link and meeting ID will be listed on the meeting agenda, which is posted to the calendar on the Town website at least 48 hours in advance. Interested parties may contact the Planning Department at [crembold@townofgb.org](mailto:crembold@townofgb.org) for more information.

Ron Majdalany, Chair

Please publish January 26 and February 2, 2021

Berkshire Eagle



**David A. Shrair**  
*SHAREHOLDER*

**DIRECT DIAL**  
413 735 8000

**E-MAIL**  
dshrair@cooleyshrair.com

www.cooleyshrair.com

December 31, 2020

FILE NO. 29638.1

HAND DELIVERY

Zoning Board of Appeals  
Town of Great Barrington  
334 Main Street  
Great Barrington, MA

RE: Application for Special Permit – 73 Castle Hill Avenue

Ladies and Gentlemen:

Enclosed please find the following documents filed on behalf of Frank Leonard Mirchin and Ruthanne Mirchin for the above-captioned property:

- ZBA Form 1
- Abutter's List certified by the Great Barrington Assessor's Office
- Application Fee of \$150
- Zoning Map
- USGC Survey Map
- Survey Plan by Kelly, Granger, Parsons & Associates, Inc.
- SP-1 Site and Landscape Plan by Okerstrom-Lang Ltd. Landscape Architects
- SP-2 Grading and Drainage Plan by Okerstrom-Lang Ltd. Landscape Architects
- Green River Design architectural drawings & site plan (revised 12.05.20-6 pages)
- Site Drainage Memo from Don Chester, PE

The submittal includes one original of all documents, together with fourteen copies of each as required by the ZBA-1.

Pursuant to my discussion with the Town Planner, we are requesting that the Traffic Impact Assessment as set forth in Section 10.5.3 of the Zoning Bylaw be waived due to the fact that this a single-family residential structure in an R1-A Zone with no increase in traffic as a result of the proposed addition to the residence.

December 31, 2020

Page 2

We would ask that the Zoning Board of Appeals schedule a public hearing and advise us as to such date and the methodology of conducting the public hearing. If the Board requires a site visit, we would ask that you contact Craig Okerstrom-Lang at 413-329-6165 to schedule such visit.

Please do not hesitate to contact the undersigned in the event that you need any additional information.

Very truly yours,

A handwritten signature in blue ink, appearing to read "David A. Shrair". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

DAVID A. SHRAIR

DAS/cg  
Enclosures

c. Frank Mirchin  
Ruthann Mirchin  
David Potter  
Craig Okerstrom-Lang



Town of Great Barrington
Massachusetts

ZBA-1
Rev July 2013

Application to the
Zoning Board of Appeals

INSTRUCTIONS

You may download this form and fill it in on your computer. Fill out all applicable information. Save and print the form, and sign it where required. When you are ready with your form and all supporting plans and materials, call the Town Planner to set up a time to file the application. You will need to submit the original and 14 full copies of the entire package. It may not be submitted electronically, but submissions made by mail are acceptable. Incomplete applications and those not accompanied by the required fee or copies may be rejected. The Town Planner can be reached at (413) 528-1619, x.7 (Note, for Comprehensive Permit applications, please call the Town Planner.)

FOR OFFICE USE ONLY

Filing Date:
Received and checked for completeness by:
Number Assigned:
Date filed with the Town Clerk
FOR ZBA USE:
Advertising dates: &
Public hearing date:

TIMELINE: The Zoning Board of Appeals (ZBA) will set a public hearing date that is at least 45 days but no more than 65 days from the date of your filing. The hearing date will be posted at Town Hall and in accordance with the Open Meetings Law, and notice of the hearing will be sent to the Applicant and/or Applicant's agent and abutting property owners by mail, and advertised for two consecutive weeks in the local newspaper.

A. WHAT ARE YOU SEEKING?

Check all that apply. If you are unsure, please consult with the Town Planner, Building Inspector, or ZBA Secretary (413-528-4953)

- VARIANCE (exempts a property from some Zoning requirements)
SPECIAL PERMIT (for changes to nonconforming uses, structures)
APPEAL (to overturn a decision of Building Inspector or a Board)

B. SITE / PROPERTY INFORMATION

Address of Subject Property 73 Castle Hill Avenue
Assessor's Map No. 13 Lot No. 102, 102A
Registry of Deeds Book No: 2618 Page: 331
Zoning District(s) RI-A
Overlay Districts (if any)

C. APPLICANT AND OWNER INFORMATION

Applicant's Information
Name (please print) Frank Leonard Mirchin and Ruthanne Mirchin Phone (area code first) 201-247-2588
Street Address 110 White Rock Road #3108
City, State, Zip Code Veronia, NJ 07044
Email Address fmirchin@aol.com
Signature

- Check here if Applicant and Property Owner are the same, and skip to the next section.
Check here if Applicant is different than the Property Owner, and to verify that you have the Property Owner's permission to file this Application. Note that the Property Owner must sign below to indicate permission to file this Application.

Enter Property Owner's information EXACTLY as it appears on the most recent tax bill.

Property Owner's Information
Name (please print)
Street Address
City, State, Zip Code
Email Address
Signature

**D. VARIANCES** If you are requesting a variance, please answer all of the following. Attach additional sheets if necessary.

1) From which Section(s) of the Zoning Bylaw do you request a variance?

2) What will the requested variance(s) enable you to do?

3) If the variance(s) is not granted, what hardship will that cause you?

4) What special circumstances relating to soil condition, shape or topography of land or structures, affect your property but not other properties in the same zone?

5) Explain why your special circumstances are not a result of your own actions.

6) If the variance(s) is not granted, what rights will you be deprived of that other properties in the same zone enjoy?

7) Explain why a variance will not give you any special privileges that other properties in the same zoning district don't have.

**E. SPECIAL PERMITS** If you are requesting a special permit, please answer all of the following. Attach additional sheets if necessary.

1) A special permit is being requested in order to (please describe project):

See Attachment A attached hereto.

2) This application is made under the following Sections of the Zoning Bylaw (check all that apply)

<input type="checkbox"/> Section 5.2	<input checked="" type="checkbox"/> Section 5.3	<input checked="" type="checkbox"/> Section 5.5
<input type="checkbox"/> Section 5.6	<input type="checkbox"/> Section 5.7	<input checked="" type="checkbox"/> Section 10.4

3) Reason(s) that this property is not in conformance with the Zoning Bylaw

North sideline is 11' 7" which is non-compliant. Required sideline is 20'

4) Are there any previous Special Permits or Variances for this property?

No  Yes  
If yes, provide date(s), and name of issuing Board

**F. APPEALS** If you are seeking an appeal, please answer all of the following. Attach additional sheets if necessary.

1) This application is to appeal the decision of

Building Inspector  Planning Board  Board of Selectmen

2) Date of decision

3) Nature of the decision

4) Applicable Section(s) of the Zoning Bylaw

5) Describe your interpretation of the nature of the decision and the remedy you seek. Attach additional sheets if needed.

## **G. REQUIREMENTS FOR ALL APPLICATIONS**

By checking the items below, applicant acknowledges that each application is accompanied by each of the items listed below.

- Plot Plan of the entire property or tract. The Board may require the plan to be signed by a licensed surveyor or engineer, particularly if the matter involves dimensional issues. The plan should include those items listed in Section 10.5.3 of the Zoning Bylaw, including two locus maps--one USGS survey map and one current zoning map-- illustrating property location.
- A current list of all abutters within 300 feet of the property, including address of owner, map and lot number. The list must be obtained from the Assessor's office and certified by the Assessor's office. Call 413-528-1619, x. 5.
- At least one copy of the application and plans / specifications shall be no larger than 11 x 17 inches.

## **H. APPLICATION FEE**

*Application fees are calculated at \$150 per request. (For example, if one box in A, is checked, the fee is \$150. For two boxes, the fee is \$300.)*

- Check here to confirm that your check in the appropriate amount is enclosed. Make checks payable to Town of Great Barrington.

## **I. TECHNICAL REVIEW FEES**

- The Zoning Board of Appeals may hire independent consultants whose services shall be paid for by the applicant(s) under the terms of the Rules and Regulations of the Zoning Board of Appeals, and in accordance with Chapter 44, Section 53G of the Massachusetts General Laws. Check here to acknowledge and be bound by these regulations. Failure to acknowledge shall cause this application to be rejected as incomplete. *Please also sign here:* \_\_\_\_\_

## **J. ADDITIONAL INFORMATION**

**Recommending Boards:** All applications to the Zoning Board of Appeals are referred to the Planning Board, Conservation Commission, Board of Health, and Board of Selectmen for comments and recommendations. Applicants should be prepared to attend those meetings in order to brief those boards of their project and answer any questions.

**Site Visits:** The ZBA and recommending Boards may contact the Applicant to request a site visit. Applicants agree to facilitate access to the site at a mutually convenient date and time.

**Timeline/ Procedures:** The ZBA conducts its business in accordance with Massachusetts General Laws. Accordingly, the ZBA will hold its Public Hearing not later than 65 days after the filing of the application. A decision for a variance or appeal will be rendered not later than 100 days from the filing date. A decision for a special permit will be made not later than 90 days after the close of the Public Hearing. The decision will be filed with the Town Clerk within 20 days of the date of the decision. The appeal period lasts for 20 days after the filing with the Town Clerk. On the 21st day, if no appeals are filed, or once all appeals are resolved, the applicant shall have the decision certified by the Town Clerk. The Applicant is responsible for then filing the decision with the Registry of Deeds, at which time the decision becomes effective.

**Guidance and Counsel:** In preparing this application and when presenting the case to the ZBA, applicants are advised to be fully familiar with, or seek counsel from a qualified person who is familiar with, the Zoning Bylaw and other rules, regulations, and laws as may be appropriate. If you wish to discuss the completeness of this application, or have any questions about this application, please contact the ZBA's Secretary, Bernard Drew, at 413-528-4953, or the Town Planner at 413-528-1619, x. 7. However, we will not discuss the merits or strategy of your case.

**Applicant's Signature:** "I have read and I understand all of the information on this application."

(signed) 12/23/2020 (date)

Print Form

### **Need Help? Just call us.**

Town Planner: (413) 528-1619, x.7

Building Inspector / Zoning Enforcement Officer:  
(413) 528-3206

ZBA Secretary: (413) 528-4953

For bylaws, regulations, maps, and other useful



ATTACHMENT A  
TO APPLICATION OF  
FRANK LEONARD MIRCHIN AND RUTHANNE MIRCHIN  
TO THE TOWN OF GREAT BARRINGTON ZONING BOARD OF APPEALS  
FOR A SPECIAL PERMIT UNDER  
SECTIONS 5.3, 5.5 AND 10.4 OF THE GREAT BARRINGTON ZONING BYLAW

The property located at 73 Castle Hill Avenue, Great Barrington, described on Assessor's Map No. 13, Lots No. 102, 102A is in Zoning District R1-A and is currently a non-conforming structure due to the existing porch on the northerly side of the property being 11.2 inches from the sideline, rather than the 20-foot sideline requirement.

Section 5.3 of the Zoning Bylaw provides that the Board of Appeals may grant a Special Permit pursuant to Section 10.4 to reconstruct, extend, alter or change a nonconforming structure only if it determines that such reconstruction extension, alteration or change shall not be substantially more detrimental than the existing non-conforming structure to the neighborhood.

Mr. and Mrs. Mirchin request that a Special Permit be issued for the construction of a new master bedroom, home office and pool/mechanical room addition off the southwest corner of the existing single-family residence, which addition will contain 640 square feet of ground floor area and a new 29 square foot porch.

The proposed additions will increase the gross floor area of the existing single-family structure by 68.8%. Sections 5.5 and 5.5.4 of the Zoning Bylaw provides that a Special Permit may be granted by the Zoning Board of Appeals pursuant to section 10.4 of the Zoning Bylaw if there is greater than a 25% increase in the gross floor area of a nonconforming single-family residential structure.

Section 5.5.4 specifically provides that the Zoning Board of Appeals may allow such reconstruction, extension, alteration or change where it determines that the proposed modification will not be substantially more detrimental than the existing nonconforming structure to the neighborhood.

The existing single-family residence is a small farmhouse constructed around 1901, which was totally renovated by the previous owner. It fits nicely into the context of the other adjacent homes and neighborhood. The proposed addition will mimic the existing main house in all aspects, including roof, siding, windows, color tones and scale.

It has been carefully designed by David Potter of Green River Design. The roof will be raised seam, gun metal tone; the windows will be black and the siding will be white. In particular, the addition will not increase the nonconforming nature of the structure and therefore, it will not be substantially more detrimental than the existing nonconforming structure to the neighborhood.

Lot coverage with the proposed addition and a 648 square foot pool (for which a building permit has already been issued) will be 19.9% which is less than the 20% maximum lot coverage building requirement as set forth in Section 4.1.2 of the Zoning Bylaw.

Section 10.4.2 of the Zoning Bylaw provides that the Special Permit Granting Authority, may grant the Special Permit upon its written determination that the adverse effects of the proposed use will not outweigh the beneficial impacts to the Town or the neighborhood, in view of the particular characteristics of the site and of the proposal in relation to the site. In particular, the following six criteria are to be considered by the Special Permit granting authority:

1. **Social, economic or community needs, which are served by this proposal:**

The existing structure has modest sized rooms and in particular, small bedrooms. The addition will provide a more comfortable setting for the Mirchin Family's utilization of this structure. The proposed use of local contractors will have a positive effect, as will the increase in the taxable base for real estate tax purposes.

2. **Traffic flow and safety, including parking and loading:**

The house now has two parking spaces in the driveway, along the north side of the house. Off street parking is not required due to the addition of a small parking area in the northwest corner of the property connected to the existing driveway. Since this is an existing single family residence, there will be no increase in traffic flow, nor any increase to safety concerns.

3. **Adequacy of utilities and other public services:**

The structure is presently served by municipal water and sewer as well as public gas and electric utilities. The addition will not increase the requirement of any utilities or other public services.

4. **Neighborhood character and social structures:**

As stated previously, the single-family structure was constructed as a farmhouse and fits nicely into the neighborhood. The modest addition does not change the character of the neighborhood or the social structures thereof.

5. **Impacts on the natural environment:**

The addition will have no impact on the natural environment. Landscape screening will be installed as set forth in Condition 2 below.

**6. Potential fiscal impact, including impact on Town services, tax base and employment.**

There will be no impact on Town services. The tax base will increase due to an increase in assessed value of the completed addition and employment as provided above will be wherever possible with local contractors.

Section 10.4.4 of the Zoning Bylaw provides a list of Conditions that the Special; Permit Granting Authority may deem reasonably necessary to serve the purposes of this Bylaw. We believe that we have addressed these Conditions as follows:

**1. Front, side, and rear yards greater than the minimum required by this Bylaw.**

*All improvements shown meet the Bylaw and are per Survey by Kelly Granger Parsons Inc, Land Surveyors. KGP has staked out the setbacks on site now. They will stake out the addition on site for the contractors.*

**2. Screening buffers or planted strips and/or fences or walls as specified by the SPGA / ZBA.**

*Landscape screening will be installed along the following property lines:*

*a) Extend Carpinus hedge just behind the wooden picket fence, along Castle Hill Avenue, in the SE corner.*

*b) Plant new evergreen trees to extend the Hemlock tree hedge, along the southern property line, in front of the existing wooden privacy fence.*

*Plant new landscape screen small trees and shrubs along the western property line, in front of the wooden picket fence.*

*c) The swimming pool has an automatic pool cover. Great Barrington follows the ISPSC as adopted by the Commonwealth in 780 CMR. The barrier requirements contained in 305.1 Exception 2 do allow for a powered pool cover in lieu of a normal fence barrier provide it meets ASTM F 1346. The pool cover for this swimming pool meets these specifications.*

*A Pool Building Permit has been issued by the GB Building Department (attached).*

*An Obstruction Permit has been issued by the GB Department of Public Works (attached). This is for construction over the public sidewalk along Castle Hill Avenue to build the swimming pool.*

**3. Design and installation of lighting to minimize glare into the night sky and spill into adjacent properties.**

*All lighting on the property does or will meet "night sky initiative" guidelines that the Planning Board recommends: "downlight, fully shielded..." and LED color temps never more than 3000 K." There are no specific zoning bylaws, though, currently.*

*Existing house spotlights point downward. One set of spotlights is being removed off the SW corner of the existing house. The pathlights along the landscaping and steps to pool and any walls sconces on the house next to doors, are shrouded and direct light downward only.*

**4. Limitations on the size, number of occupants, method and / or time of operation, time duration of the permit and/or extent of the facilities.**

*This is an existing single-family home, in the with a proposed-modest one-bedroom addition off the rear of the house.*

**5. Requirements as to number and/or location of driveways and/or other traffic features, off-street parking and/or loading and/or other specific features beyond the minimums required by this Bylaw.**

*The house now has two parking spaces in the driveway along the north side of the house.*

*Off-street parking is not required due to the addition of a small parking area in the NW corner of the property, connected to the existing driveway.*

**Limitations on the size, number of occupants, method and / or time of operation, time duration of the permit and/or extent of the facilities.**

*This is an existing single-family home, in the with a proposed-modest one-bedroom addition off the rear of the house.*

Bruce Firger, Assessor  
John Katz, Assessor

Shaun McHugh, Principal Assessor  
E-mail: [smchugh@townofgb.org](mailto:smchugh@townofgb.org)

Carol Strommer  
Administrative Assessor  
E-mail: [cstrommer@townofgb.org](mailto:cstrommer@townofgb.org)



Town Hall, 334 Main Street  
Great Barrington, MA 01230

Telephone: (413) 528-2220 x 5  
Fax: (413) 528-1026

## TOWN OF GREAT BARRINGTON MASSACHUSETTS BOARD OF ASSESSORS

September 10, 2020

ABUTTERS TO PROPERTY OF: FRANK LEONARD MIRCHIN & RUTHANNE ROWAN MIRCHIN  
73 Castle Hill Avenue, Map 13 Lots 102 & 102A, Book 2618 Page 332

<u>MAP</u>	<u>LOT</u>	<u>ABUTTER</u>
13	65	Donald O. & Nataie Goranson, 81 Castle Hill Ave., Gt. Barrington, MA 01230-1004
13	63	Robert M. & Donna M. Boyer, 85 Castle Hill Ave., Gt. Barrington, MA 01230-1004
13	61	Meg McGonagle and Brendan McGonagle, 85 Castle Hill Ave., Gt. Barrington, MA 01230-1004
13	64,65A	Geoffrey M. Sokolsky, Trustee, 58 Hollenbeck Ave., Gt. Barrington, MA 01230-1013
13	59	Garfield C. Reed, 107 Castle Hill Ave., Gt. Barrington, MA 01230-1004
13	67,68B	Nicki Elizabeth Wilson, 80 Castle Hill Ave., Gt. Barrington, MA 01230-1005
13	66,68A	Michael P. Citrin & Tracy D. Mack, 90 Castle Hill Ave., Gt. Barrington, MA 01230-1001
13	68,25	Michael Gill & Jayne Atkinson-Gill, 2 Knob Hill, Gt. Barrington, MA 01230-1015
13	60	Kevin J. & Cecilia P. Kavanah, 82 Hollenbeck Ave., Gt. Barrington, MA 01230-1013
13	20	Ernest & Jeri Drucker, 680 West End Ave. #3C, New York, NY 10025-6815
13	20D	Louis Forouhar-Graff & Heather Forouhar Graff, 5 Pothul Dr., Gt. Barrington, MA 01230-1025
13	62	Simon Shaw & Emily Lloyd Shaw, 70 Hollenbeck Ave., Gt. Barrington, MA 01230-1013
13	99	Edward S. & Linda A. Lucas & Jennifer A. Lucas, 201 Sherwood Forest, Williamsburg, VA 23188-6827
13	100	Katharine A. Silverman, 229 West 16 <sup>th</sup> St. #4A, New York, NY 10011-6057
13	101	John R. Lewis, 10 Sumner St., Gt. Barrington, MA 01230-1024
13	103	Anna Obrock Clark, 5 Sunburst Lane, East Hampton, NY 11937-1887
13	145	Alice La Prella & Francesca La Prella, 10 Grove St., New York, NY 10014-5303
13	146	Blake Williams & Alexandra Cosgrove, 45 Castle Hill Ave., Gt. Barrington, MA 01230-1002
13	147	Marc F. & Eileen Rosenthal, Trustees, 39 Castle Hill Ave., Gt. Barrington, MA 01230-1002
13	136A	Holly Hardman, 29 Sumner St., Gt. Barrington, MA 01230-1023
13	142	Laura Stephen, 23 Sumner St., Gt. Barrington, MA 01230-1023
13	143	Perry H. Grebin, 15 Sumner St., Gt. Barrington, MA 01230-1023
13	144	Leigh Davis, Trustee, 9 Sumer St., Gt. Barrington, MA 01230-1023
13	108	James B. Ketchen, Trustee, 70 Castle Hill Ave., Gt. Barrington, MA 01230-1005
13	107,104A	Jeffrey A. & Debra A. Blackwell, 62 Castle Hill Ave., Gt. Barrington, MA 01230-1005
13	106	Laurie M. Harrison & Gregory P. Dilisio, 36 Castle Lane, Gt. Barrington, MA 01230-1028
13	104	Daniel C. McManmon, 64 Castle Hill Ave., Gt. Barrington, MA 01230-1005
13	105	Ann M. Waldman & Emily J. Wagner, 54 Castle Hill Ave., Gt. Barrington, MA 01230-1003
13	148	Gregory E. & Christine B. Ward, 29 Castle Hill Ave., Gt. Barrington, MA 01230-1002
13	153	Ilysa Ross-Benjamin & Michael A. Benjamin, 44 Strawberry Hill Ave. #10B, Stamford, CT 06902-2683
13	155	Dennis J. & Diana Downing, 9 Main Rd., Gt. Barrington, MA 01230-2168
13	58A	Sebastian C. Marturana & Judith Gray Marturana, Trustees, 94 Hollenbeck Ave., Gt. Barrington, MA 01230-1013

The above list of abutters is correct according to the latest records of this office.

Sincerely,  
Shaun McHugh, Principal Assessor

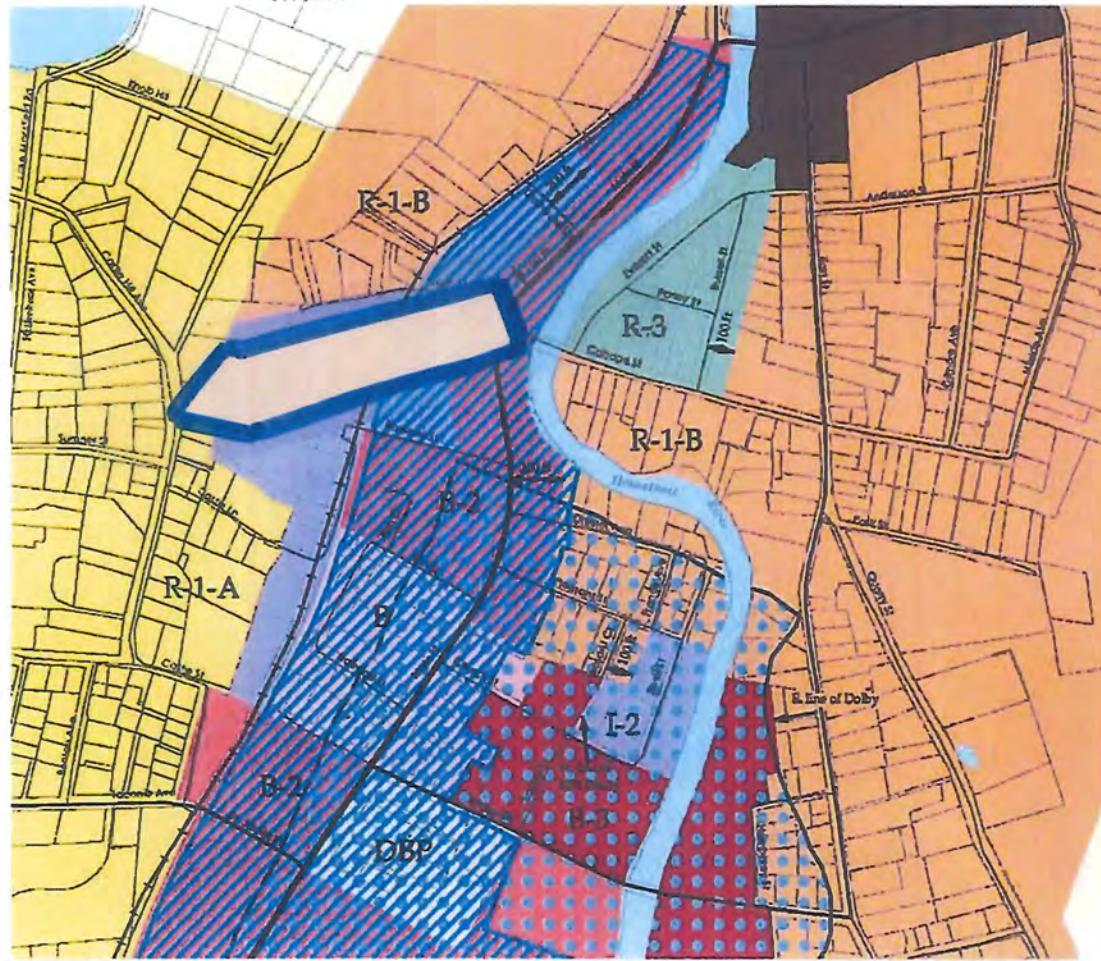
**Legend**

- Lakes/Ponds
- Perennial Streams
- Roadways

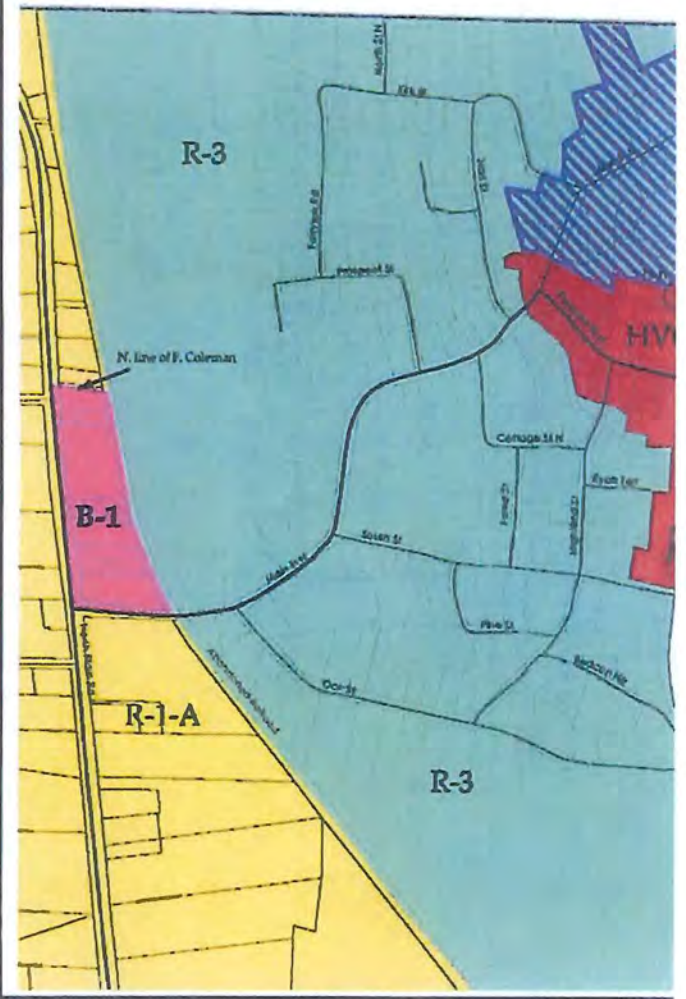
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|------|-----|-------|-------|----|
| B    | B-3 | I2    | R-4   | WQ |
| B-1  | DBP | R-1-A | HMROD |    |
| B-2  | HVC | R-1-B | HVOD  |    |
| B-2A | MXD | R-2   | SGOD  |    |

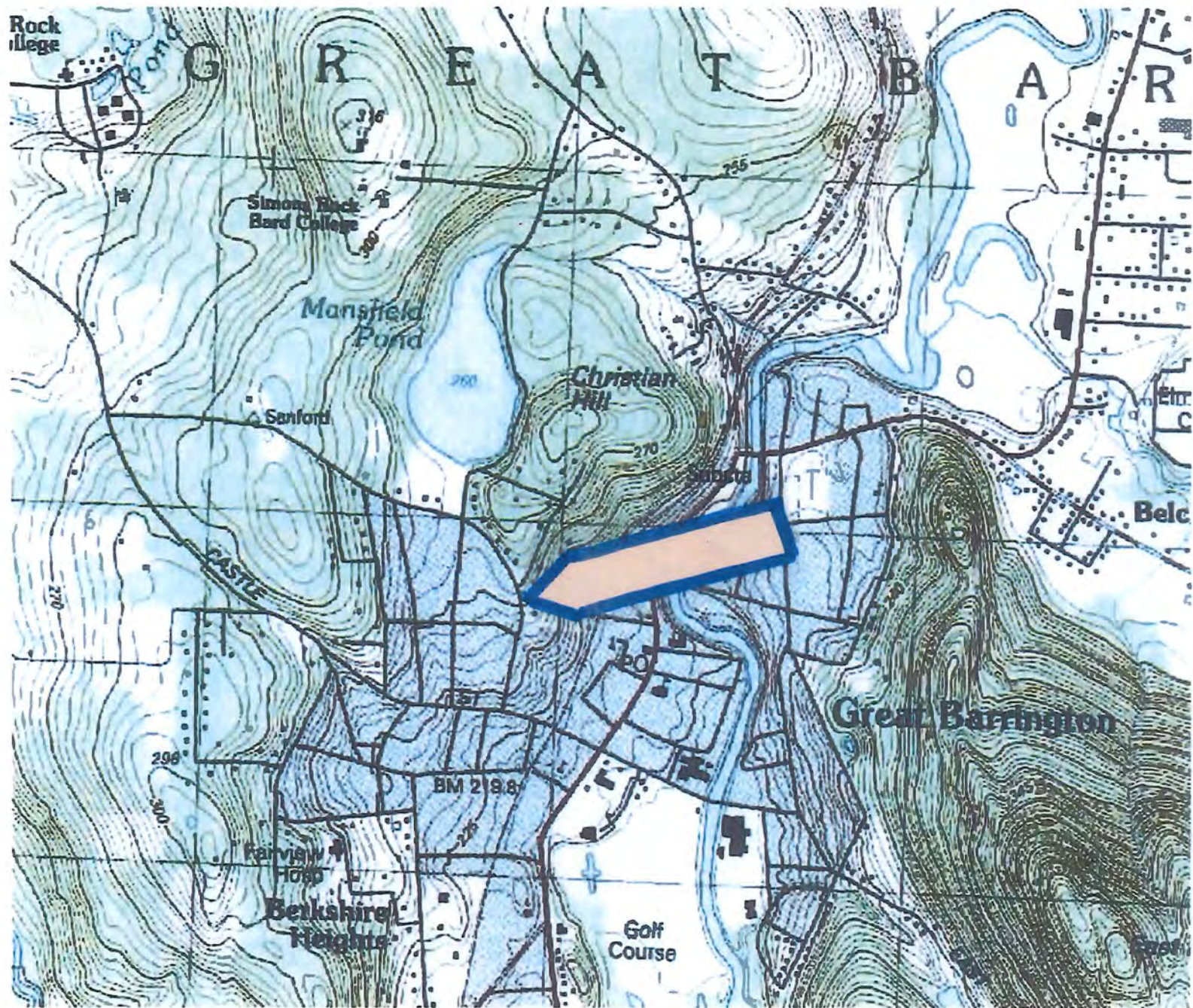
# Great Barrington Village

0 100 200 300 400 Feet  
1:7,000



# Housatonic Village







**Donald A. Chester, P.E.**  
**16 Farm Lane**  
**Great Barrington, MA 01230**  
**(413) 528-4614**

To: Zoning Board of Appeals  
Great Barrington, MA

From: Donald A. Chester, P.E., #36690 MA



Date: December 23, 2020

Re: Review of proposed house addition drainage impacts  
73 Castle Hill Avenue, Great Barrington, MA

The proposed house addition as shown on Sheet No. SP-2, Grading and Drainage Plan for the Mirchin residence located at 73 Castle Hill Avenue, Great Barrington, MA, indicates that the gross area footprint of the addition's roof is 576 SF.

All roof gutters on the addition will be connected to new downspouts, which will be piped underground directly to a buried 600-gallon precast concrete dry well.

The dry well will have perforations in the side walls to allow retained stormwater to leach into the adjacent soil on site. The precast structure will be backfilled with washed stone and will have a layer of geotextile filter fabric between the stone and the adjacent soil, to prevent sedimentation from leaching back into the basin. The structure will have a solid precast concrete cover, which in turn will be covered by topsoil and sod.

All new grading is directed to a wide level area off the south side of the property, below the proposed swimming pool location. This area is currently sloped to the south side of the property. This level area will absorb stormwater thru the sodded lawn. The existing Hemlock trees and lawn along the south property line will remain in place.

All stormwater runoff generated by the roof of the building addition will be detained by the dry well and will be absorbed by the soil on site. There will be no impact to any abutting properties.

Cc: Frank & Ruthann Mirchin  
David A Shrair, Esq  
Craig Okerstrom-Lang, RLA

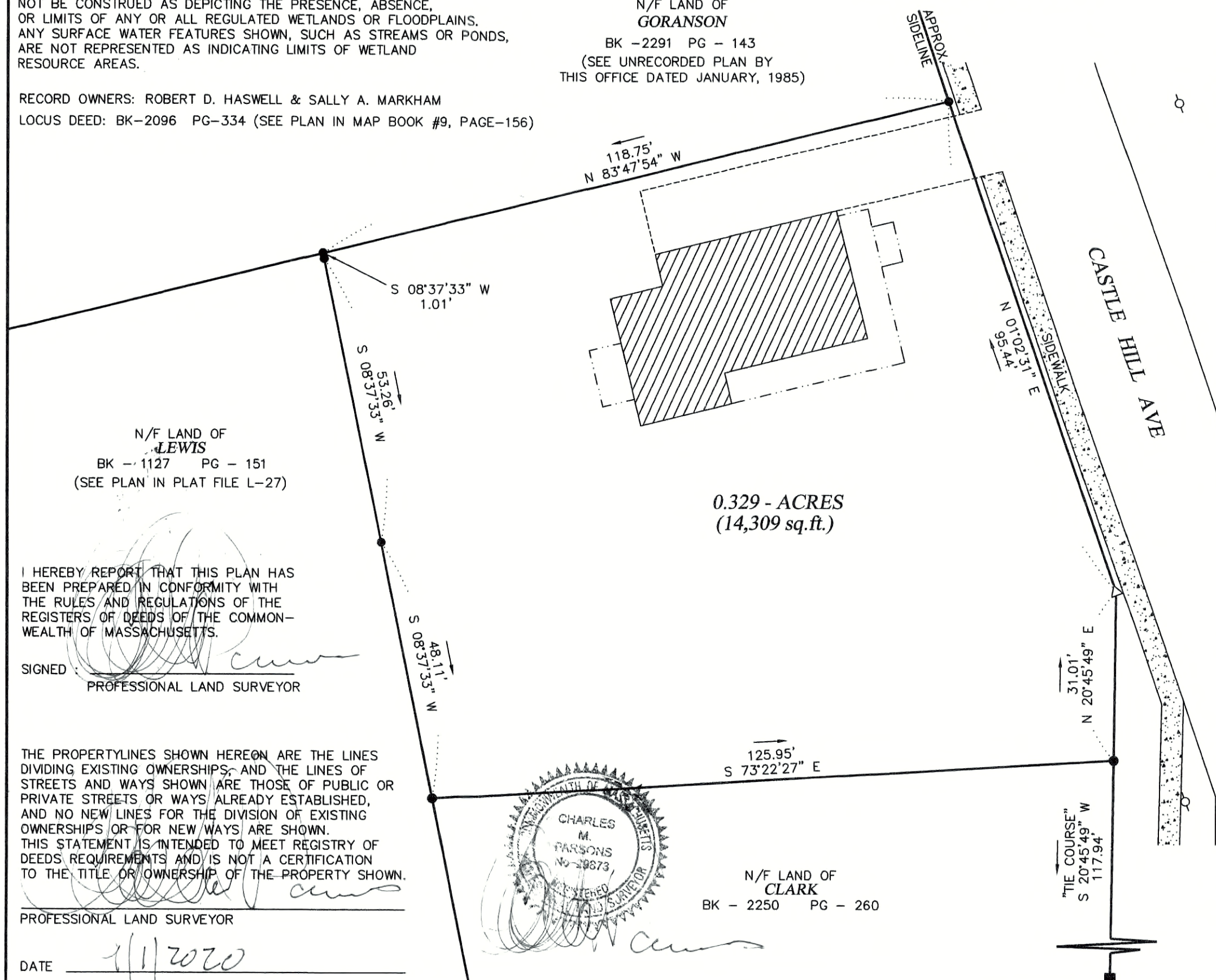
THIS PARCEL IS SUBJECT TO AND WITH THE BENEFIT OF ALL RIGHTS, RESTRICTIONS, CONDITIONS, EASEMENTS, LEASES, ENCUMBRANCES AND APPURTENANCES OF RECORD.

UNLESS OTHERWISE NOTED HEREON, THIS SURVEY PLAN SHALL NOT BE CONSTRUED AS DEPICTING THE PRESENCE, ABSENCE, OR LIMITS OF ANY OR ALL REGULATED WETLANDS OR FLOODPLAINS. ANY SURFACE WATER FEATURES SHOWN, SUCH AS STREAMS OR PONDS, ARE NOT REPRESENTED AS INDICATING LIMITS OF WETLAND RESOURCE AREAS.

RECORD OWNERS: ROBERT D. HASWELL & SALLY A. MARKHAM  
LOCUS DEED: BK-2096 PG-334 (SEE PLAN IN MAP BOOK #9, PAGE-156)

N/F LAND OF  
**GORANSON**  
BK - 2291 PG - 143  
(SEE UNRECORDED PLAN BY  
THIS OFFICE DATED JANUARY, 1985)

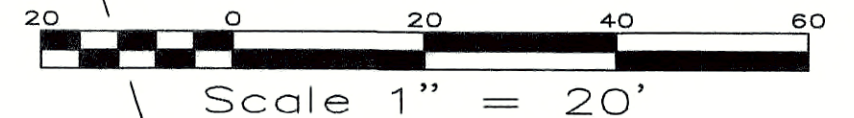
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ATTORNEY'S ABSTRACT OF TITLE AND/OR TITLE REPORT AND IS SUBJECT TO ANY STATEMENT OF FACTS SUCH AS ABSTRACT OR REPORT WOULD HAVE REVEALED. THIS PROPERTY WAS SURVEYED BY THE POSSESSION LINES FOUND AT THE TIME THE SURVEY WAS MADE.



FOR REGISTRY USE ONLY

**LEGEND**

- △ POINT COMPUTED
- IRON PIPE/ROD
- BOUND FOUND
- UTILITY POLE



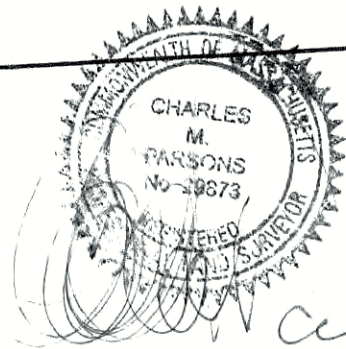
I HEREBY REPORT THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

SIGNED *[Signature]*  
PROFESSIONAL LAND SURVEYOR

THE PROPERTY LINES SHOWN HEREON ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND NO NEW LINES FOR THE DIVISION OF EXISTING OWNERSHIPS OR FOR NEW WAYS ARE SHOWN. THIS STATEMENT IS INTENDED TO MEET REGISTRY OF DEEDS REQUIREMENTS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN.

PROFESSIONAL LAND SURVEYOR

DATE 1/1/2020



N/F LAND OF  
**CLARK**  
BK - 2250 PG - 260

PLAN OF LAND PREPARED FOR  
**RUTHANNE &  
FRANK MIRCHIN**  
GREAT BARRINGTON, MASSACHUSETTS  
SEPTEMBER - 2020 SCALE 1" = 20'  
**KELLY, GRANGER, PARSONS & ASSOCIATES, INC.**  
PROFESSIONAL AND SURVEYORS

312 MAIN STREET P.O. BOX 88  
GREAT BARRINGTON, MASSACHUSETTS 01230  
FAX (413) 528-1912 PHONE (413) 528-3291  
Great Barrington\CASTLE HILL AVE\MIRCHIN\MIRCH720.dwg

Master Plan LEGEND

<b>A</b>	Existing east entry perennial garden, bluestone walks, arbor.
<b>B</b>	Upper stone terrace, BBQ, narrow sitting area.
<b>C</b>	Steep slope down to pool area. Plant with low perennials and ornamental grass masses. Two small boulder walls hold grade along east side of MB wing.
<b>D</b>	Stone steps lead down to pool with staggered pathway lights (all pathlights point downward and are shielded).
<b>E</b>	Sloping lawn leads down to deep end of pool.
<b>F</b>	Gunite swimming pool, 18' x 36', automatic cover; no pool fence required.
<b>G</b>	Pool equipment pad enclosed with solid wood fence & gate. Raised vegetable garden. New screen trees to fill in along south and west property edges.
<b>H</b>	Boulder retaining wall for parking area with sloping lawn path down from parking.
<b>I</b>	Parking area, gravel. Remove trees in NW corner. Have permission from Mr. Gorenson.
<b>J</b>	Courtyard garden with stone pathways, path lighting lead to rear entrance to MB wing and basement hatch.

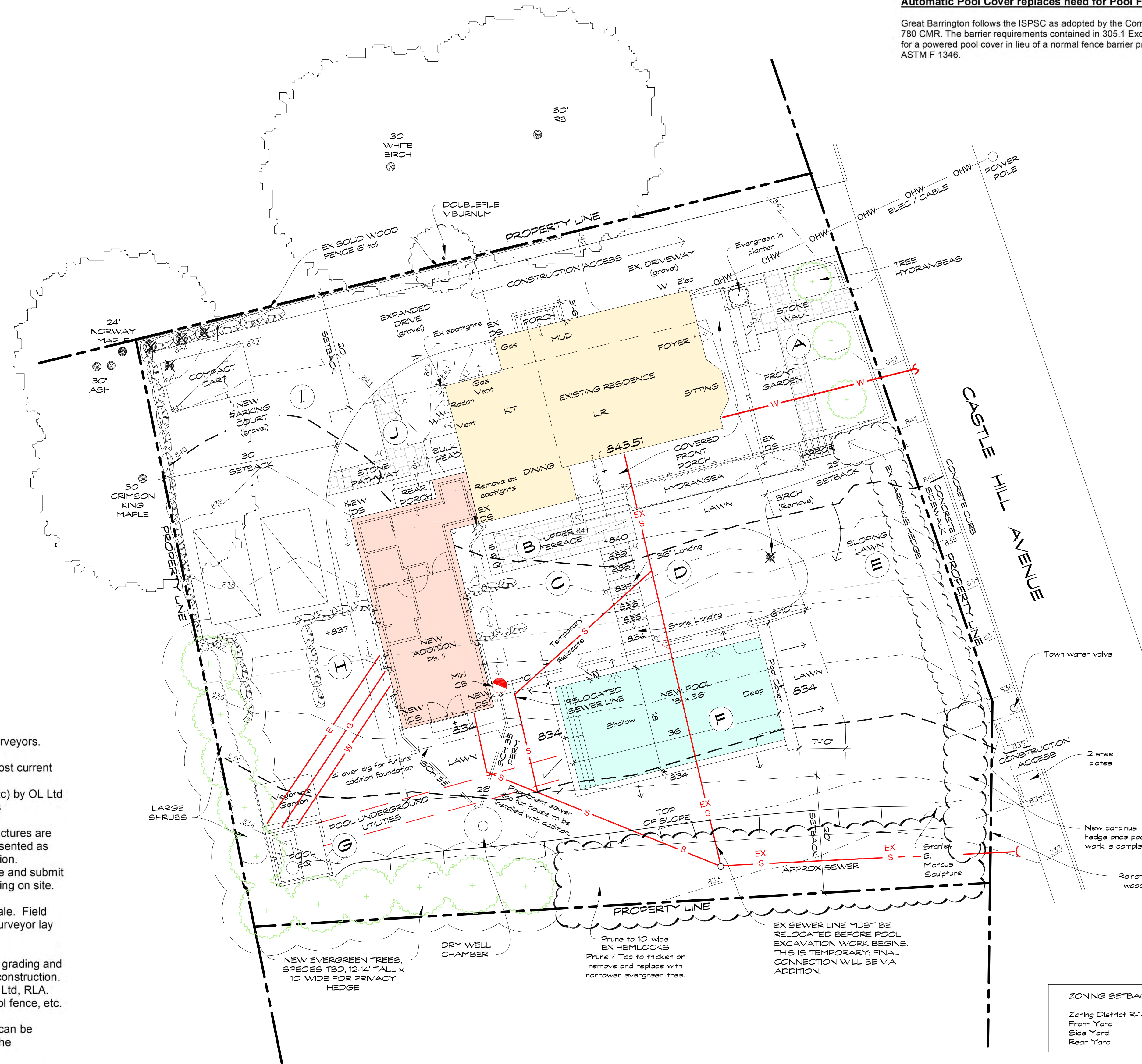
General Notes

- Property lines, house locations, etc via PDF from Kelly Granger Parsons, Surveyors. Dimensions are approximate.
- Addition is shown per plans by Green River Design. It may not reflect the most current plan or construction documents by GRD.
- Additional site information provided by field measurements (existing trees, etc) by OL Ltd staff. Underground utilities are per what is visible on site. ALL information is approximate.
- The locations and information about underground pipes, utilities or other structures are compiled from owners' observations and visible field evidence, are not represented as being exact or complete. Underground utilities shown require field confirmation.
- Call DIG SAFE or equal prior to any excavation. Any contractor must receive and submit the DIG SAFE or equal project number to the owner prior to any work occurring on site.
- This is NOT a survey nor a plot plan. It is a Master Plan.
- The Master Plan is not a construction drawing and thus is not perfectly to scale. Field checking any dimensions shown, staking out work, having a Contractor or Surveyor lay the projects out exactly on site, etc may be required.
- North arrow is approximate.
- This Master Plan is not intended as a construction drawing. Detailed layout, grading and construction details are required for construction, depending on the level of construction.
- Some construction can be completed per field direction and stake out by OL Ltd, RLA.
- Building Permits required for some site projects such as swimming pool / pool fence, etc. These will be filed for by the contractor doing the actual work.
- The Master Plan is a to-scale representation of potential improvements that can be achieved on the lands shown. Implementation may require other efforts by the Landscape Architect including but not limited to:

- Adequate construction drawings, construction services and work supervision.
- Professional and experienced contractors for installation.
- High quality plant materials.
- Maintenance program and schedule.
- As-built plan showing any new improvements both on grade and below grade.

Automatic Pool Cover replaces need for Pool Fence

Great Barrington follows the ISPSA as adopted by the Commonwealth in 780 CMR. The barrier requirements contained in 305.1 Exception 2 do allow for a powered pool cover in lieu of a normal fence barrier provided it meets ASTM F 1346.



ZONING SETBACKS

Zoning District R-1-A	
Front Yard	25'
Side Yard	20'
Rear Yard	30'



DRAWING NOTES

- See house addition plans by Green River Design.
- See updated Survey by KGP for correct property lines.

DRAWING LEGEND

- Tree to Remove
- Existing Tree
- Growth in 5 Years
- Proposed Tree
- Mowed Lawn
- New Shrubs
- Ground Cover/Perennials
- Ornamental Grass  
L.O.G. Low Ornamental Grass (30" Max)  
M.O.G. Medium Ornamental Grass (48" Max)  
T.O.G. Tall Ornamental Grass (7-8')
- Transplanted Plant
- Drainage Pitch
- Sch 35 NDS Drain Piping
- Downspout
- Step
- Landing
- Step Stone
- Stone Work
- Boulder Retaining Wall
- Landscape Light

12/23/2020 Issue for ZBA permit.

**Mirchin Residence**  
73 Castle Hill  
Great Barrington, MA

Site & Landscape Plan

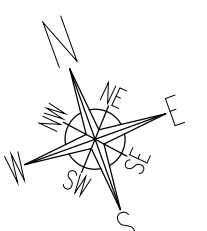
**Okerstrom-Lang Ltd.**  
Landscape Architects

17 Bridge Street  
Great Barrington, MA 01230  
413-329-6165  
www.okerstromlang.com

Scales: 1"=10'-0"

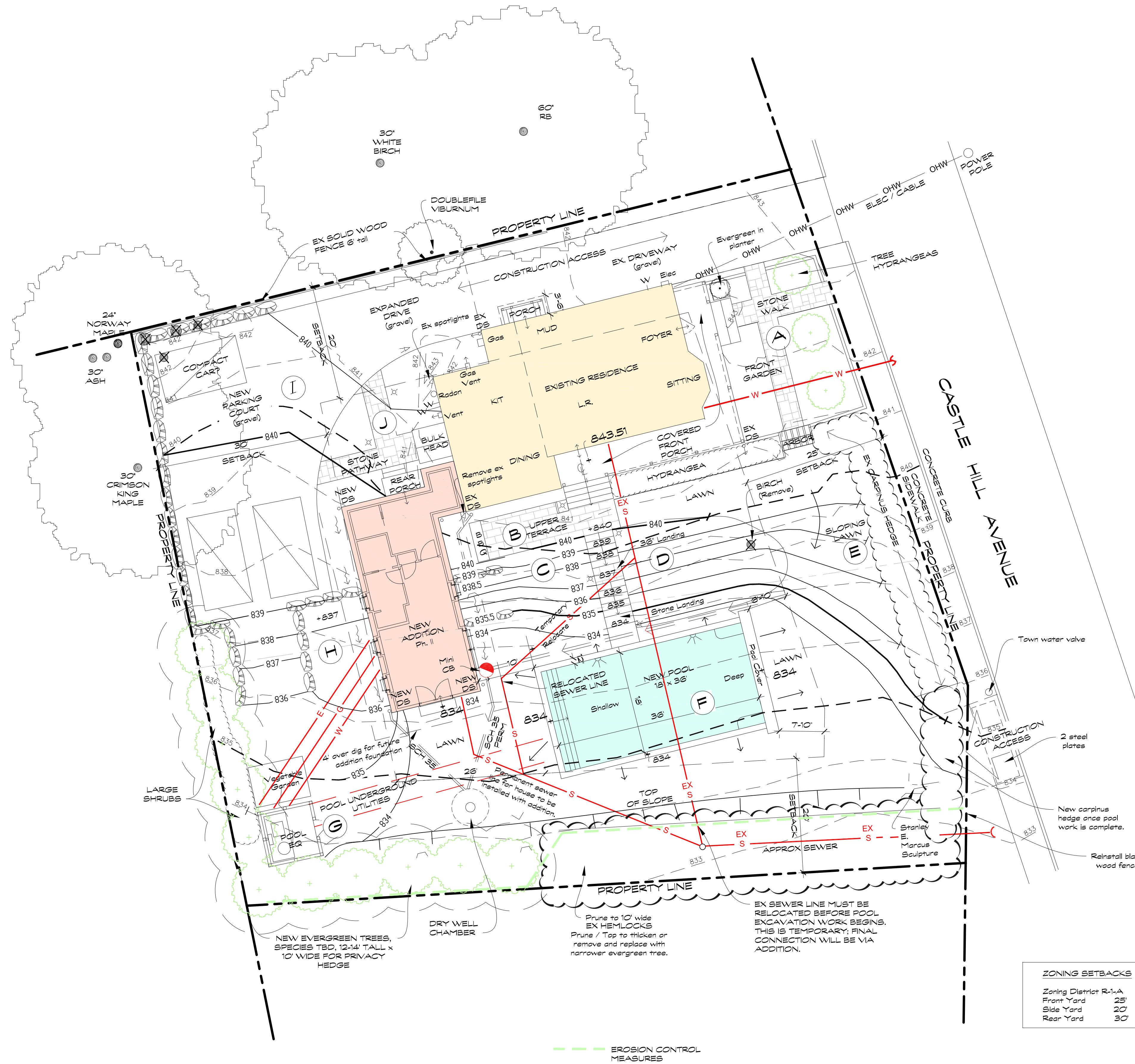
Sheet No.

SP-1



Master Plan LEGEND

<b>A</b>	Existing east entry perennial garden, bluestone walks, arbor.
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**ZONING SETBACKS**

Zoning District R-1-A	
Front Yard	25
Side Yard	20
Rear Yard	30



DRAWING NOTES

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- See updated Survey by KGP for correct property lines.

DRAWING LEGEND

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- Existing Tree
- Growth in 5 Years
- Proposed Tree
- Mowed Lawn
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- Sch 35 NDS Drain Piping
- DS
- Step
- Landing
- Step Stone
- Stone Work
- Boulder Retaining Wall
- Landscape Light
- Existing Contour
- Proposed Contour

12/23/2020 Issue for ZBA permit.

**Mirchin Residence**  
73 Castle Hill  
Great Barrington, MA

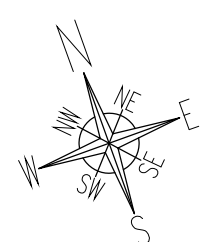
Grading & Drainage Plan

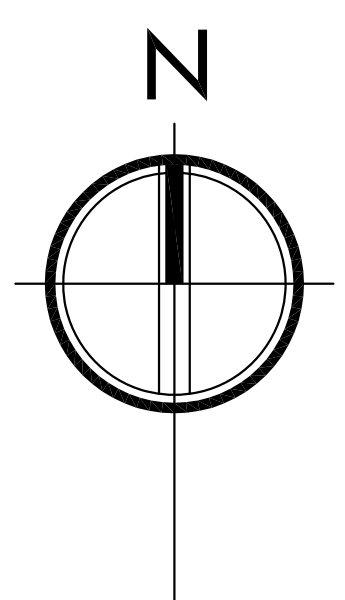
**Okerstrom-Lang Ltd.**  
Landscape Architects

17 Bridge Street  
Great Barrington, MA 01230  
413-329-6165  
www.okerstromlang.com

Scale: 1"=10'-0"  
Sheet No.

SP-2





**DIMENSIONAL REQUIREMENTS**

ZONING DISTRICT:	R1-A	PARCEL ID:	LOT 73	113/013.0-0000-0102.0
MIN. LOT AREA:	10,000 SQ FT	AREA:	0.329 ACRES	14,309 SQ FT
MAX. STRUCTURAL COVERAGE ALLOWED:	20%	PARCEL ID:	LOT 73	
*SEE EXCEPTION 4.1.3.13		PLAT FILE:	D-E7	
		20% COVERAGE ALLOWED:	2,862 SQ FT	

ZONED SETBACKS			EXISTING	REVISED
WIDTH:	100 FT		+/- 126.5 FT	+/- 126.5 FT
FRONT:	EAST	25 FT	+/- 25'-4"	+/- 25'-4"
SIDE:	NORTH	20 FT	+/- 11'-2"	NON-COMPLIANT +/- 11'-2" NON-COMPLIANT
SIDE:	SOUTH	20 FT	+/- 65'-6"	+/- 23'-2"
REAR:	WEST	30 FT	+/- 44'-10"	+/- 30'-1"
HEIGHT:	35'-0"		+/- 25'-3 1/2"	+/- 28'-3 1/4"

**EXISTING**

	COVERAGE	MASS	GROSS FLOOR AREA
MAIN HOUSE 1ST FLOOR:	1,138 SQ FT	1,138 SQ FT	1,138 SQ FT
MAIN HOUSE 2ND FLOOR:		689 SQ FT	689 SQ FT
PORCHES:	388 SQ FT	388 SQ FT	388 SQ FT
BULKHEAD:	35 SQ FT	35 SQ FT	
TOTAL:	1,561 SQ FT	2,250 SQ FT	2,215 SQ FT
PERCENTAGE:	10.9%	15.7%	15.4%

**NOTICE**  
 THE SITE DATA REPRESENTED IN THIS DRAWING SHOULD BE CONSIDERED APPROXIMATE FOR THE SOLE PURPOSE OF DETERMINING COMPLIANCE W/ TOWN OF GREAT BARRINGTON ZONING BYLAWS. THE STRUCTURE, PROPERTY & SETBACK LINES WERE DERIVED FROM CAD SURVEY PLAN DOCUMENTATION PRODUCED BY KELLY-GRANGER-PARSONS & ASSOC., INC. FOR RUTHANNE & FRANK MIRCHIN, DATED SEPTEMBER 2020. GREEN RIVER DESIGN ASSUMES NO LIABILITY FOR INFORMATION PROVIDED BY OTHERS.

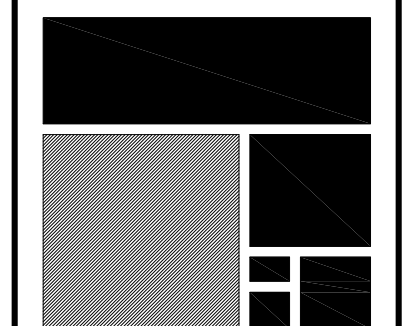
**PROPOSED**

	COVERAGE	MASS	GROSS FLOOR AREA
MAIN HOUSE 1ST FLOOR:	1,138 SQ FT	1,138 SQ FT	1,138 SQ FT
MAIN HOUSE 2ND FLOOR:		689 SQ FT	689 SQ FT
PORCHES:	366 SQ FT	366 SQ FT	366 SQ FT
BULKHEAD:	35 SQ FT	35 SQ FT	
TOTAL:	1,539 SQ FT	2,228 SQ FT	2,193 SQ FT
25% GROSS FLOOR AREA INCREASE ALLOWED:			553 SQ FT
NEW ADDITION 1ST FLOOR:	640 SQ FT	640 SQ FT	640 SQ FT
NEW ADDITION 2ND FLOOR:		302 SQ FT	302 SQ FT
NEW ADDITION FINISHED LOWER LEVEL:		422 SQ FT	422 SQ FT
NEW REAR PORCH:	29 SQ FT	29 SQ FT	29 SQ FT
NEW UPPER DECK:		78 SQ FT	78 SQ FT
NEW POOL:	648 SQ FT		
TOTAL NEW:	1,317 SQ FT	1,471 SQ FT	1,471 SQ FT
TOTAL COMBINED:	2,856 SQ FT	3,699 SQ FT	3,664 SQ FT
PERCENTAGE:	19.9%	25.8%	25.6%
PERCENT INCREASE:			63.8%

**DRAWING INDEX**

SP	SITE PLAN & PROJECT DATA
A1	FLOOR PLANS
A2	EAST (FRONT) ELEVATION
A3	SOUTH ELEVATION
A4	WEST ELEVATION
A5	NORTH ELEVATION

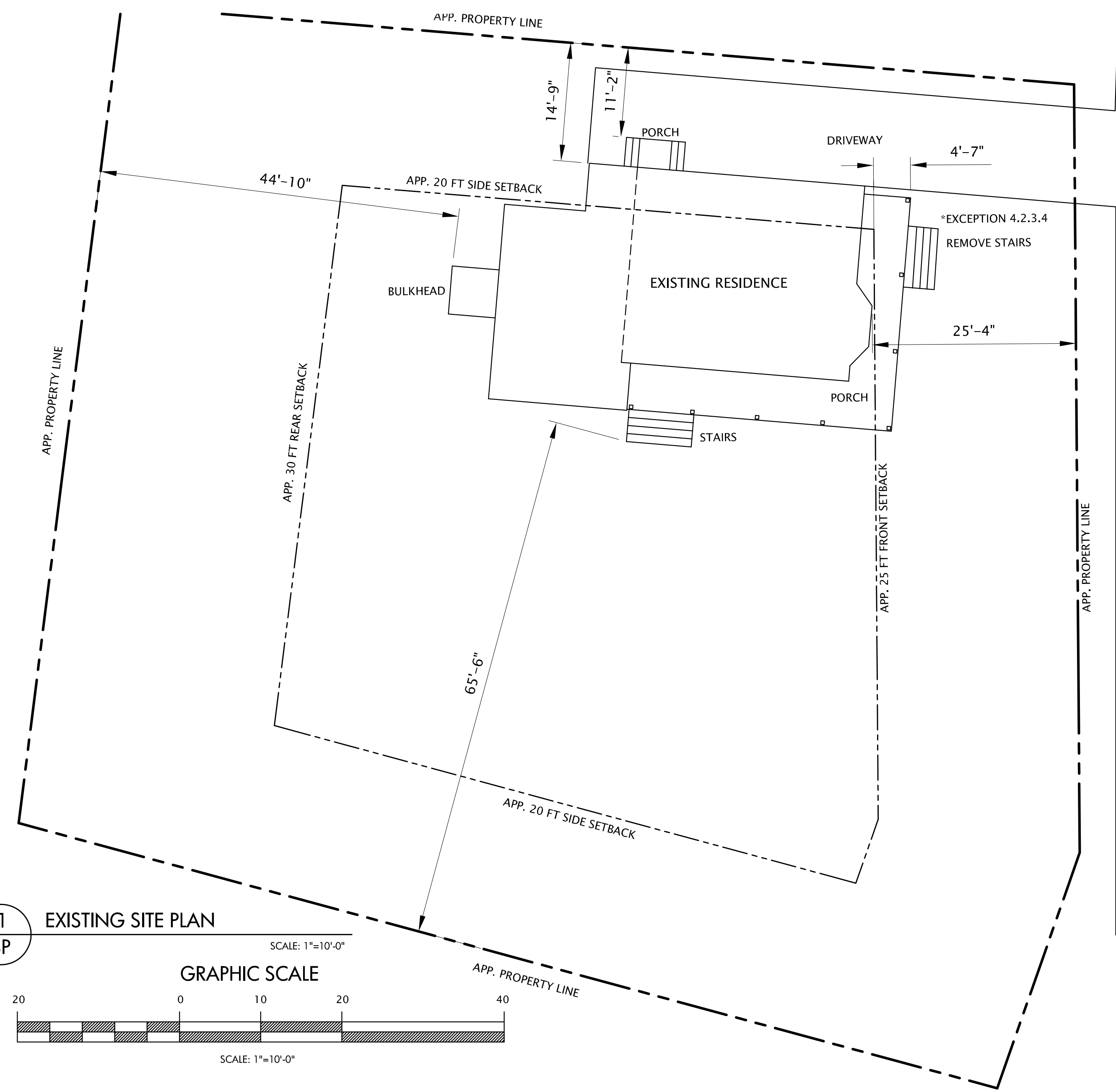
**Green River Design**



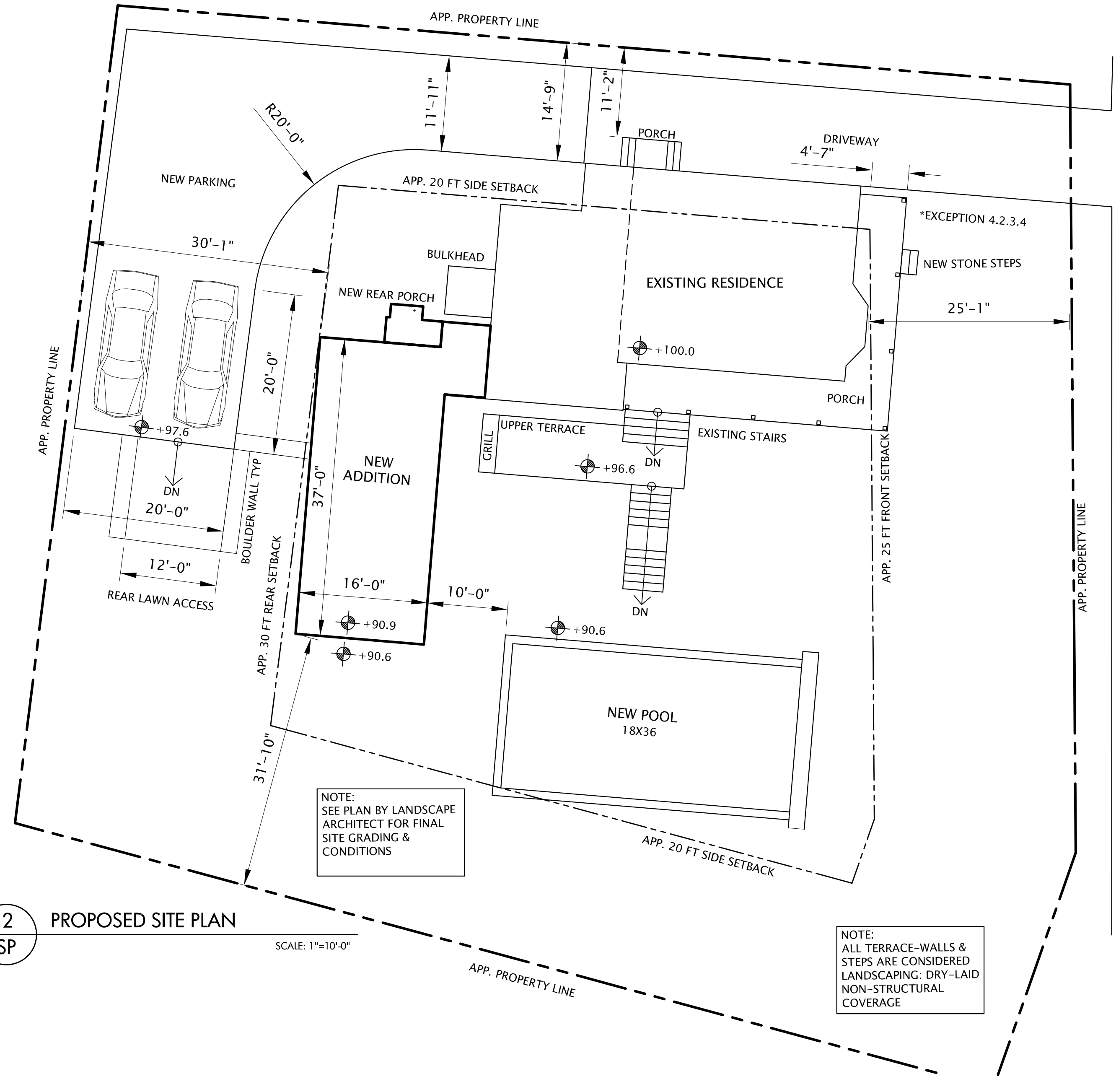
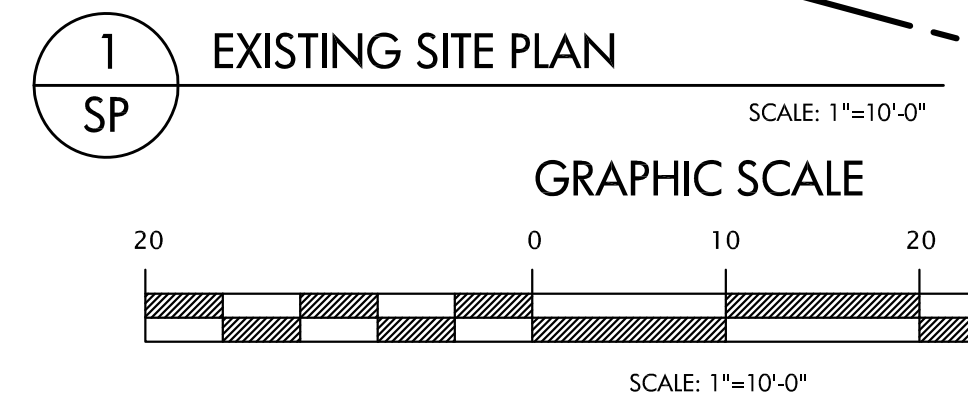
RESIDENTIAL BUILDING DESIGN  
 27 Lenox Road  
 West Stockbridge, MA 01236  
 ph: 413-232-4311

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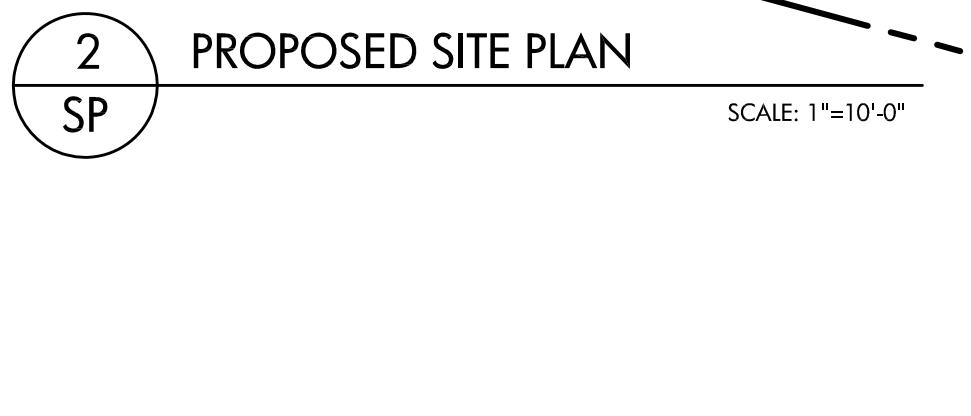
SEE MASTER PLAN BY:



CASTLE HILL



CASTLE HILL



**DESIGN PLAN C**

ISSUE DATE:	07.22.2020
REVISED:	07.23.2020
REVISED:	08.11.2020
REVISED:	09.14.2020
REVISED:	09.23.2020
REVISED:	11.02.2020
REVISED:	12.05.2020
REVISED:	01.14.2021

MIRCHIN RESIDENCE  
 RENOVATION/ADDITION  
 73 CASTLE HILL, GREAT BARRINGTON, MA

SITE PLAN

SP

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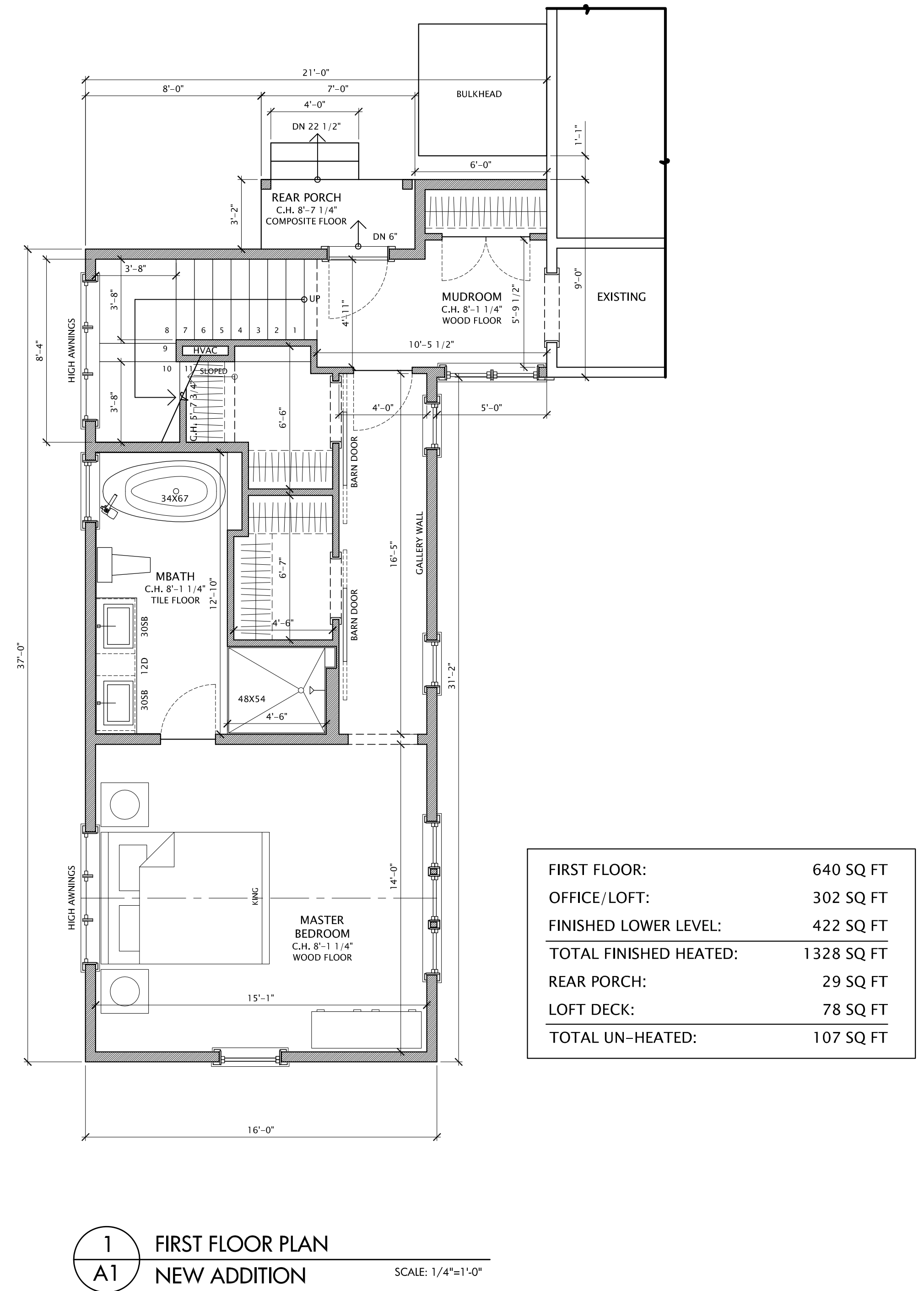
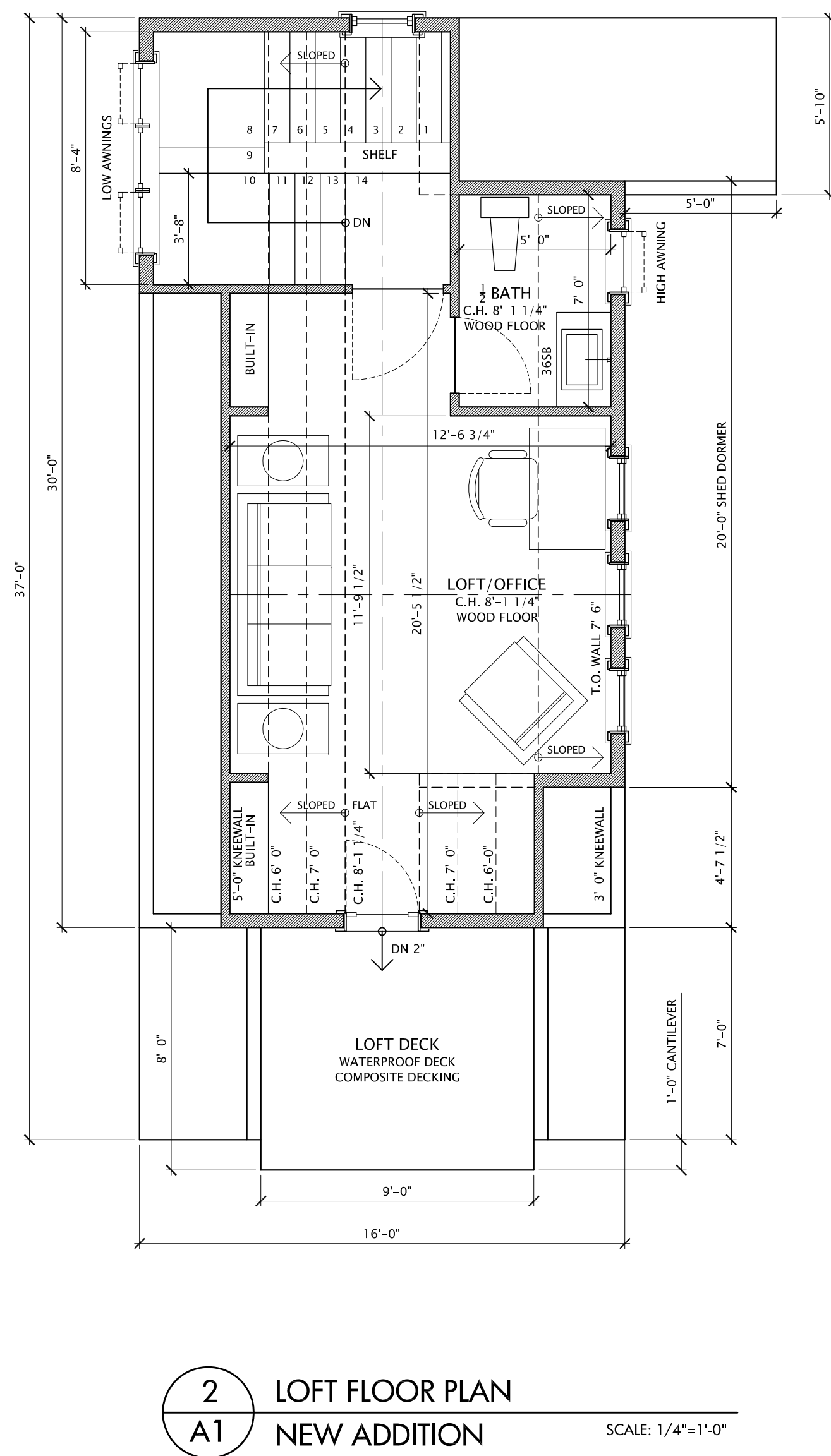
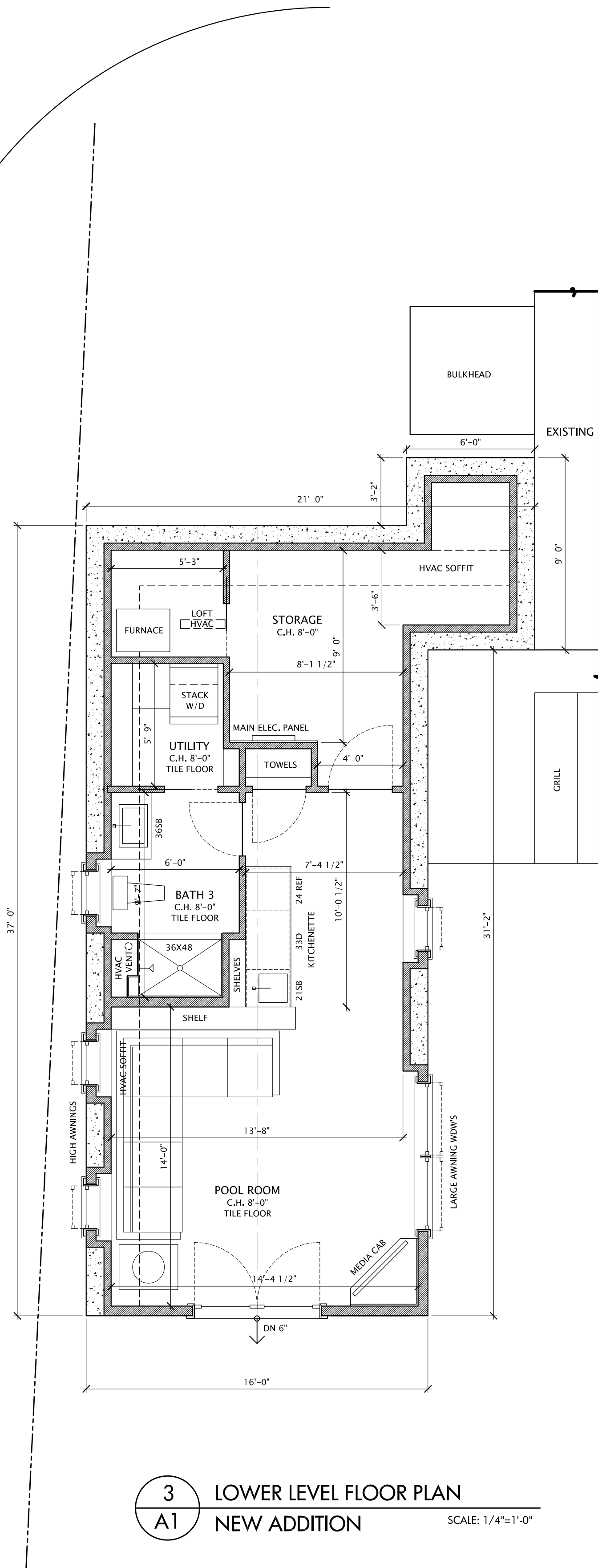
MIRCHIN RESIDENCE

RENOVATION/ADDITION  
73 CASTLE HILL, GREAT BARRINGTON, MA

PROPOSED  
FLOOR PLANS

A1

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MIRCHIN RESIDENCE

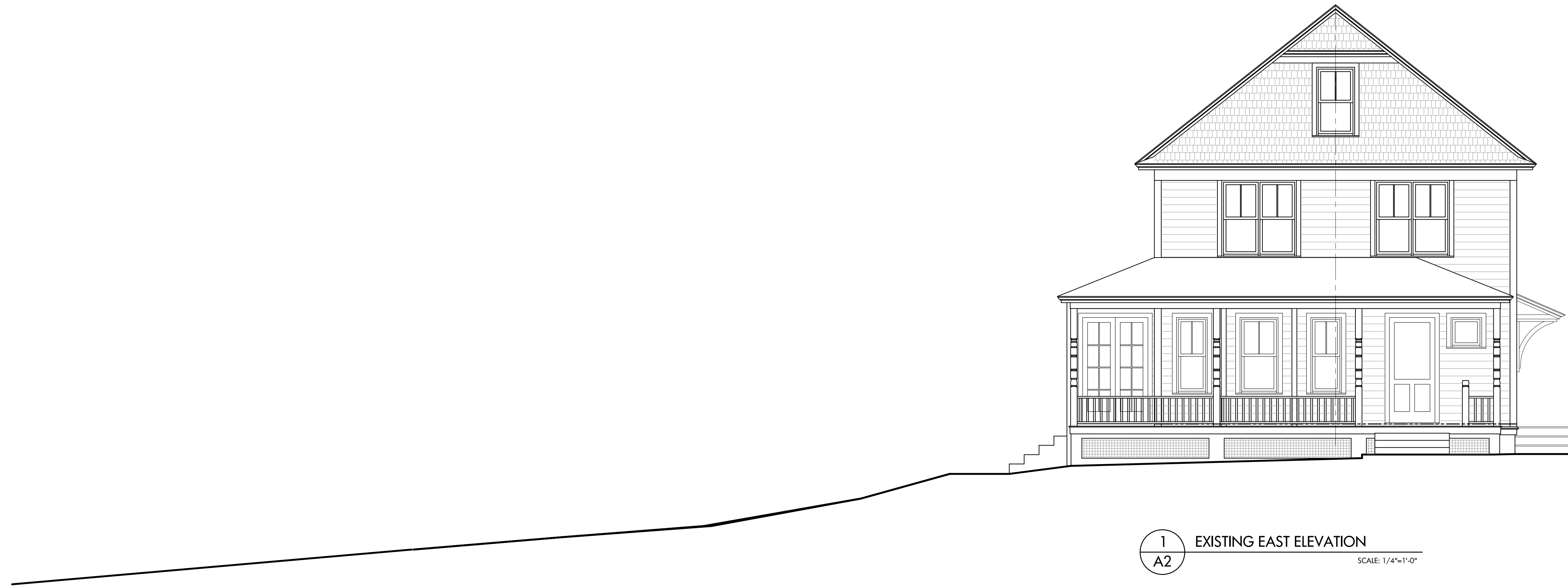
RENOVATION/ADDITION  
73 CASTLE HILL, GREAT BARRINGTON, MA

EAST ELEVATION

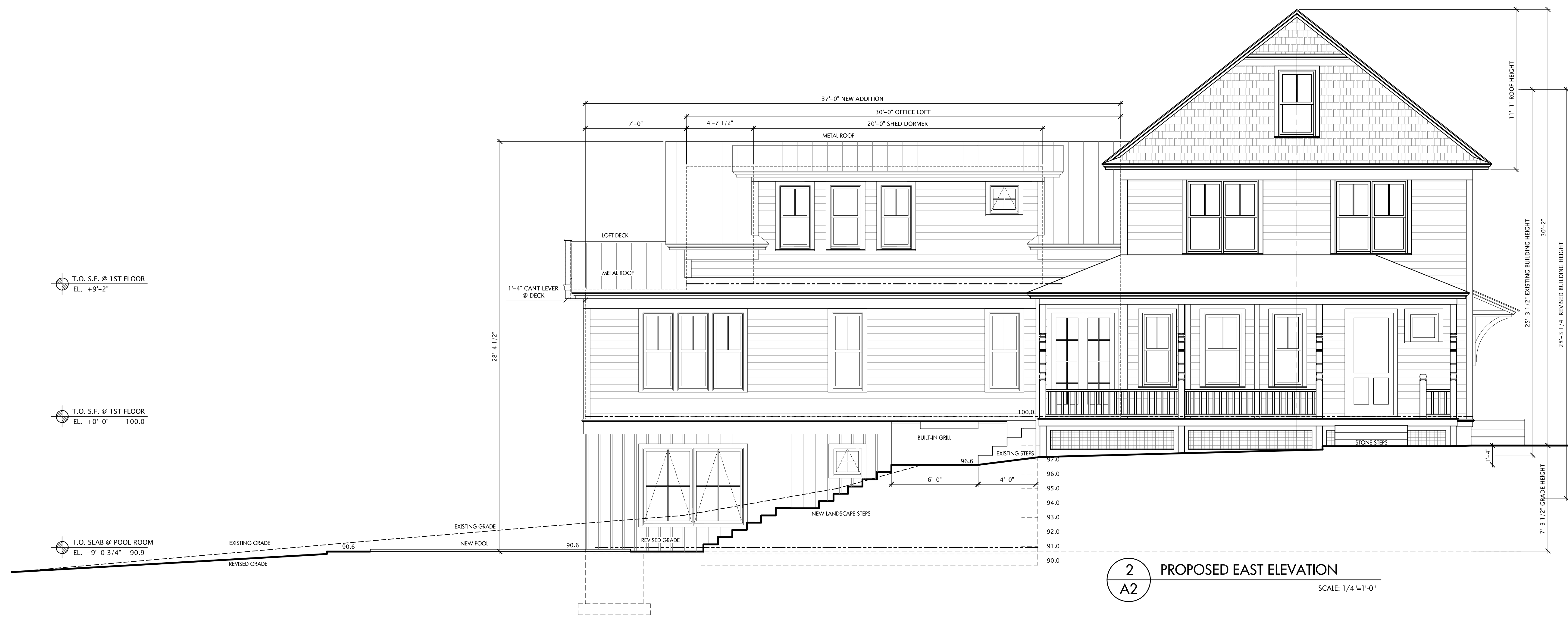
A2

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1 EXISTING EAST ELEVATION  
SCALE: 1/4"=1'-0"



2 PROPOSED EAST ELEVATION  
SCALE: 1/4"=1'-0"

T.O. S.F. @ 1ST FLOOR  
EL. +9'-2"

T.O. S.F. @ 1ST FLOOR  
EL. +0'-0" 100.0

T.O. SLAB @ POOL ROOM  
EL. -9'-0 3/4" 90.9

EXISTING GRADE  
NEW POOL  
REVISED GRADE

EXISTING GRADE  
NEW POOL  
REVISED GRADE

NEW LANDSCAPE STEPS

BUILT-IN GRILL  
EXISTING STEPS

STONE STEPS

11'-1" ROOF HEIGHT

29'-3 1/2" EXISTING BUILDING HEIGHT

30'-2"

7'-3 1/2" REVISED BUILDING HEIGHT

28'-3 1/4" REVISED BUILDING HEIGHT

28'-4 1/2"

1'-4" CANTILEVER @ DECK

LOFT DECK

METAL ROOF

METAL ROOF

37'-0" NEW ADDITION

7'-0"

4'-7 1/2"

30'-0" OFFICE LOFT

20'-0" SHED DORMER

6'-0"

4'-0"

96.6

97.0

96.0

95.0

94.0

93.0

92.0

91.0

90.0

100.0

96.6

97.0

96.0

95.0

94.0

93.0

92.0

91.0

90.0

EXISTING GRADE

NEW POOL

REVISED GRADE

EXISTING GRADE

NEW POOL

REVISED GRADE

NEW LANDSCAPE STEPS

NEW LANDSCAPE STEPS

NEW LANDSCAPE STEPS

NEW LANDSCAPE STEPS

NEW LANDSCAPE STEPS

NEW LANDSCAPE STEPS

NEW LANDSCAPE STEPS

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MIRCHIN RESIDENCE  
RENOVATION/ADDITION  
73 CASTLE HILL, GREAT BARRINGTON, MA

SOUTH ELEVATION

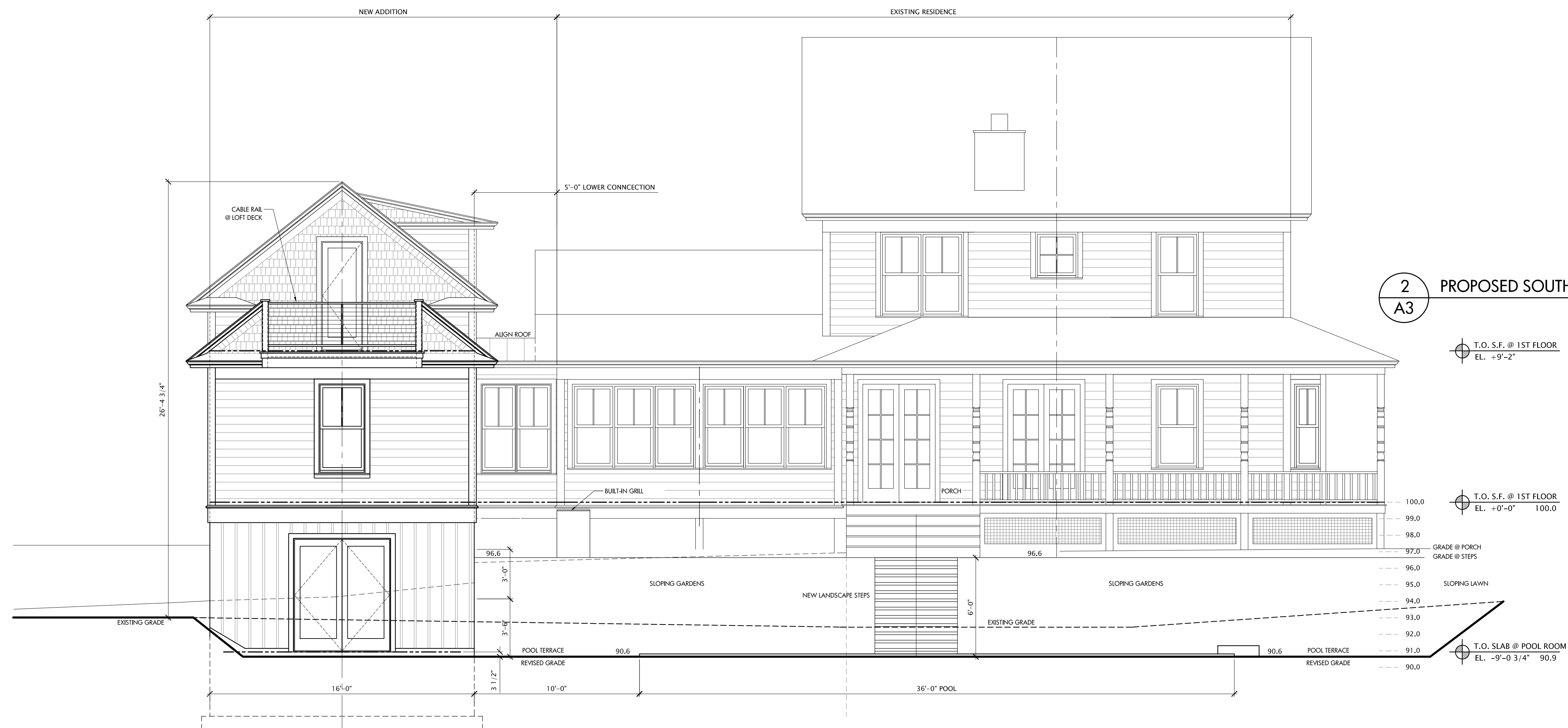
A3

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SCALE: 1/4"=1'-0"



2 PROPOSED SOUTH ELEVATION  
SCALE: 1/4"=1'-0"

T.O. S.F. @ 1ST FLOOR  
EL. -9'-2"

T.O. S.F. @ 1ST FLOOR  
EL. -0'-0" 100.0

T.O. SLAB @ POOL ROOM  
EL. -9'-0 3/4" 90.9

- 100.0 GRADE @ PORCH
- 99.0 GRADE @ STEPS
- 98.0
- 97.0
- 96.6
- 96.0 SLOPING LAWN
- 95.0
- 94.0
- 93.0
- 92.0
- 91.0
- 90.6
- 90.0



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REVISED:	12.05.2020

**MIRCHIN RESIDENCE**  
RENOVATION/ADDITION  
73 CASTLE HILL, GREAT BARRINGTON, MA

**WEST ELEVATION**

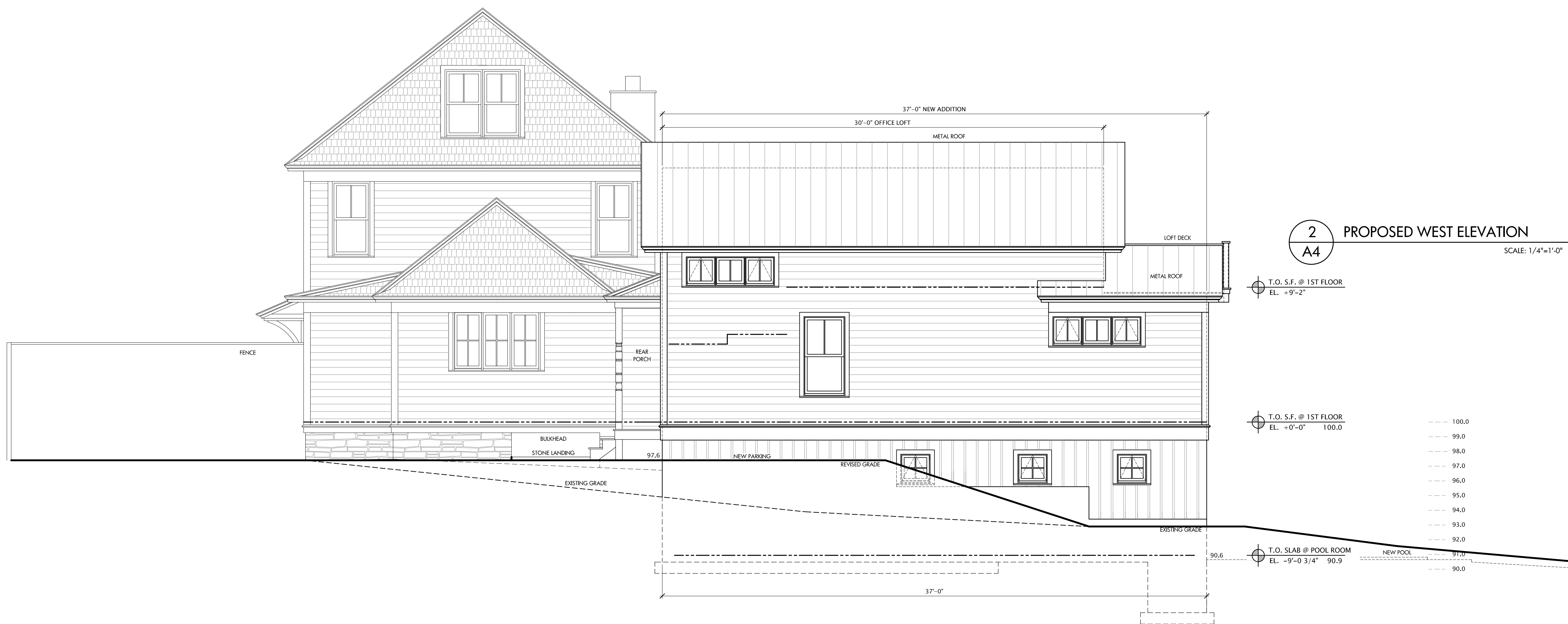
**A4**

PRELIMINARY - NOT FOR CONSTRUCTION

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**1** EXISTING WEST ELEVATION  
A4 SCALE: 1/4"=1'-0"



**2** PROPOSED WEST ELEVATION  
A4 SCALE: 1/4"=1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

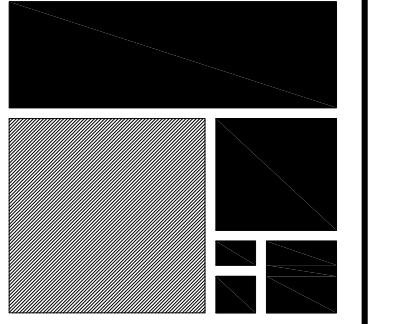


1 EXISTING NORTH ELEVATION  
A5 SCALE: 1/4"=1'-0"



2 PROPOSED NORTH ELEVATION  
A5 SCALE: 1/4"=1'-0"

Green River Design



RESIDENTIAL BUILDING DESIGN

27 Lenox Road  
West Stockbridge, MA  
01236  
ph: 413-232-4311

THE PLANS, COMPUTATIONS & SPECIFICATIONS PRESENTED HEREIN WERE PREPARED UNDER THE DIRECT SUPERVISION OF A PROFESSIONAL ENGINEER REGISTERED IN THE COMMONWEALTH OF MA & BEARS THE ORIGINAL SIGNATURE & SEAL. SAID SIGNATURE & SEAL SHALL SIGNIFY THAT THE PLANS, COMPUTATIONS & SPECIFICATIONS MEET THE APPLICABLE PROVISIONS OF 2015 IRC & 2015 REC.W. MA AMENDMENTS, NOT A VALID ISSUE WITHOUT ORIGINAL SIGNATURE & STAMP.

DESIGN PLAN C

ISSUE DATE:	07.22.2020
REVISED:	07.23.2020
REVISED:	08.11.2020
REVISED:	09.14.2020
REVISED:	09.23.2020
REVISED:	11.02.2020
REVISED:	12.05.2020

MIRCHIN RESIDENCE  
RENOVATION/ADDITION  
73 CASTLE HILL, GREAT BARRINGTON, MA

NORTH ELEVATION

A5

PRELIMINARY - NOT FOR CONSTRUCTION

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**Regional School District Planning Board**  
(8 towns that comprise the BHRSD and SBRSD)  
c/o RSDPB Chair, Lucy Prashker  
lprashker@cainhibbard.com

January 14, 2021

**By Email**

Town of Great Barrington  
Town of Stockbridge  
Town of West Stockbridge  
Town of Sheffield  
Town of New Marlborough  
Town of Monterey  
Town of Egremont  
Town of Alford

Re: 8 Town Regional School District Planning Board report and funding request for FY 2022

Dear Selectboards/ Finance Committees:

Introduction

This letter provides a status report on the first phase of the exploratory work of the Regional School District Planning Board (RSDPB) of the 8 member towns that comprise the Berkshire Hills Regional School District (BHRSD) and the Southern Berkshire Regional School District (SBRSD). It also includes a request to each town for funding we believe will be necessary to cover the next phase of our work.

Background

In March of 2020, member towns of BHRSD and SBRSD agreed to form a regional school district planning board to study and evaluate the educational and financial feasibility of consolidating the two districts. The board was formed pursuant to M.G.L. c. 71, section 14, and is comprised of 3 members from each of the 8 member towns (with one of each of those 3 a school committee representative) as prescribed by that statute.

Soon after its formation, the planning board formed three subcommittees: the educational quality subcommittee, the finance subcommittee and the operations subcommittee. Each subcommittee is charged with studying the advisability of consolidation from their respective perspectives. The planning board plans to examine the feasibility of consolidation along a broad spectrum from shared services on one end to full K-12 consolidation on the other, with the consideration of other possibilities along that spectrum.

As would be the case in any potential school regionalization, the issues to be studied are many and complex. To fulfill its statutory mandate of considering both the educational and financial advisability of consolidation and then making a recommendation to the 8 member towns, the planning board will require not only considerable time and effort of its volunteer members, but significant outside expertise and resources.

## Phase 1 Accomplishments

As a first step, the Board engaged a facilitator to help build norms for communication, group process, and decision making among the board's 24 members. This training was designed to equip members with the knowledge and skills necessary to collaborate and engage in productive dialogue, especially when differing views may be strongly felt.

The RSDPB also engaged the Massachusetts Association of Regional Schools (MARS) to provide certain preliminary reports analyzing baseline financial data, district facilities and collective bargaining agreements. Analyzing enrollment data and trends, MARS made certain financial projections for each of the two districts assuming continuation of the current models of operation. (The MARS reports, together with detailed enrollment reports prepared by The New England School Development Council (NESDEC), are posted on the RSDPB webpage at <https://www.bhrrsd.org/regional-school-district-planning-board/>.) Each subcommittee then reviewed the MARS findings and identified questions to guide future inquiry in their respective areas.

After reviewing feedback from each subcommittee, the planning board agreed to move forward with a second phase of study to analyze the educational and financial advisability of full consolidation as well as other possible options. Those other possible options will include incremental consolidation, beginning with shared services/management, combined and expanded educational offerings, or the creation of a new regional high school that would serve both districts.

## Phase 2 Plan and Funding Requirements:

There is much work ahead. Regionalization studies of this type generally take at least 2-3 years, and this planning board has been working on this project for less than a year, and during the COVID-19 pandemic. Over the next 12-18 months, our plan is to gather and analyze relevant data respecting feasibility from which we will then be able to develop several potential options for community review. In developing those options – which we hope to be able to present to the community by the spring of 2022 – the RSDPB intends to seek input from the districts' teachers, administrators, students, parents and other community members and elected officials through a combination of surveys and focus groups.

## Estimated Budget 7/1/2021 – 6/30/2022

The budget outlined below represents estimates of the cost of the work that the planning board has identified to date as necessary to complete before making its recommendations. The budget and scope will be further adjusted and refined over the next several months as additional information becomes available.

Role/Resource Required	Purpose	Projected Cost
<p><b>Project Management/Facilitation</b></p> <p><i>(these roles may be filled by one or two people)</i></p> <p>48 hours/month @ approx. \$100/hour = \$4,800/month x 12</p>	<p>Provide coordinating capacity and overall organizational support</p> <p>Develop/assist in managing a work plan and timeline</p> <p>Assist in the development of meeting agendas and tracking progress of full board and committees</p> <p>Assist in managing consultants in conjunction with chair, vice chair and subcommittee chairs</p> <p>Manage communications and outreach activities</p> <p>Address/manage/facilitate board communication to promote productive dialogue and maximize full board participation and contribution to advance the work</p>	<p>\$57,600</p>
<p><b>Administrative Support</b></p> <p>25 hours/month X \$25/hour = \$625/month x 12</p>	<p>Schedule and post board and committee meetings</p> <p>Take minutes of all board and committee meetings</p> <p>Provide administrative support to project manager/facilitator and chairs, as required</p> <p>Manage website postings</p>	<p>\$7,500</p>
<p><b>Consultants</b></p>	<ol style="list-style-type: none"> <li>1) Assess financial feasibility of options and implications on school budget and town assessments (\$50,000- \$75,000)</li> <li>2) Research education best practices that may be enhanced or challenged through consolidation (\$10,000)</li> <li>3) Survey and focus group research to gather input from community and school stakeholders (\$15,000)</li> <li>4) Operations and transportation study to determine opportunities and potential barriers to consolidation, including ways to provide virtual delivery of expanded or enhanced course offering between and among schools (\$10,000 - \$15,000)</li> </ol>	<p>\$85,000 - \$115,000</p>
<p><b>Legal Counsel</b></p> <p>\$300/month (2 hours/month) x 12</p>	<p>Research and advise on discrete legal issues</p>	<p>\$3,600</p>
	<p>Total</p>	<p>\$153,700 - \$183,700</p>

Per Town Request

\$15,000/town x 8 = \$120,000

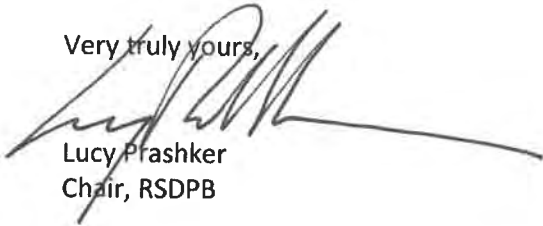
Potential State Grant: We have been advised that there are grant funds authorized in the state budget for regionalization studies. The RSDPB plans to request a grant of \$125,000. Depending on the amount we are able to secure, the state grant may reduce the amount needed from the 8 towns. We expect to be able to submit our application for the grant sometime in January and receive a decision on our application by March 2021.

Prior to your finalizing your town warrant, we will submit an updated budget with more specific cost estimates for consultants along with any other revisions. We will also adjust the funding being requested of the towns in the event we receive significant grant support from the Commonwealth.

\* \* \* \* \*

We look forward to the opportunity to meet with your respective finance committees/selectboards in the coming weeks to address any questions you may have.

Very truly yours,



Lucy Pfashker  
Chair, RSDPB

Peter Taylor  
Vice- Chair, RSDPB

Copy: Representative William Smitty Pignatelli  
Senator Adam Hines  
Southern Berkshire Regional School Committee  
Berkshire Hills Regional School Committee

## **Town Meeting Calendar 2021**

Selectboard Open Citizen Petition Time	<b>Monday, February 1, 2021</b>
Selectboard Close Citizen Petition Time	<b>Friday, February 26, 2021</b>
Planning Board to have completed all Public Hearings by this date	<b>Thursday, April 8, 2021</b>
Selectboard approves final Warrant	<b>Monday, April 26, 2021</b>
Last Day to register to vote for Town Meeting	<b>Tuesday, May 18, 2021</b>
Last Day to send warrant to printers	<b>Monday, May 24, 2021</b>
Last date to post Warrant	<b>Friday, May 28, 2021</b>
Town Meeting @ Monument Mountain 6:00 pm Night 1	<b>Monday, June 7, 2021</b>
Town Meeting @ Monument Mountain 6:00 pm Night 2	<b>Thursday, June 10, 2021</b>

## **Town Election Calendar 2021**

Nomination Papers Available in Clerk's Office	<b>Monday, February 1, 2021</b>
Last Date to obtain nomination papers	<b>Friday, March 19, 2021</b>
Last Date to submit nomination papers	<b>Tuesday, April 6, 2021</b>
Last Day to Object or Withdraw Nomination	<b>Thursday, April 8, 2021</b>
Last Day to register to vote	<b>Tuesday, April 20, 2021</b>
Town Election 8:00 am- 8:00 pm	<b>Tuesday, May 11, 2021</b>



# OFFICIAL PERSONNEL POLICY



**TOWN OF GREAT  
BARRINGTON, MA**

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## INTRODUCTION

Being a municipal employee has its unique challenges and rewards. Every municipal employee, regardless of specific job title, must strive to serve the needs of the public efficiently and courteously. As an employee of the Town, you are an employee of the taxpayers. You should expect to be held to a high standard of productivity when accepting employment with the Town. Please remember that often you are the first line representative of all of the Town's employees and first impressions are lasting impressions. Take pride in your work; we are proud to have you as part of the municipal team.

It is our wish that the material presented here will help make your work easier and more rewarding, as well as answer pertinent questions about your job, status, and benefits as a Town employee.

Any questions relating to the interpretation of policies in this handbook should be referred to the Town Manager.

Only the Selectboard and Town Manager are authorized to create an employment contract, and a signed written agreement is required for them to do so.

Any such document is the Town's confidential data or information and can only be used for internal purpose unless the employee obtains the prior written permission of the Town.

The final interpretation of the provisions of these documents is the exclusive responsibility of the Selectboard.

### Equal Employment Opportunity Statement

The Town is an equal opportunity employer and complies with all applicable federal, state, and local fair employment practice laws. The Town strictly prohibits and does not tolerate discrimination against employees, applicants, or any other covered persons because of race, color, religion, creed, national origin or ancestry, ethnicity, sex, gender, gender identity, pregnancy and pregnancy-related conditions, sexual orientation, age (40 and over), disability, citizenship status, past, current, or prospective service in the uniformed services, genetic information, or any other characteristic protected under applicable federal, state, or local law. All Town employees and representatives are prohibited from engaging in unlawful discrimination. This policy applies to all terms and conditions of employment, including, but not limited to: hiring, training, promotion, discipline, compensation, benefits, and termination of employment.

For the purposes of the policies contained in this handbook, full time employees shall be employees who work an equivalent of 40 hours per week. Unless otherwise specified, benefits shall be calculated on a full-time schedule, based on a 40 hour week. Employees who work less than 40 hours per week shall be entitled to benefits calculated at a pro rata basis in proportion to a full-time schedule.

## **SECTION I: GENERAL INFORMATION**

### **ATTENDANCE**

*Employees covered by a collective bargaining agreement (CBA) should refer to their respective CBA. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

The Town requires consistent and punctual attendance from all employees. Employees who must be absent for a full or partial workday must notify their direct department supervisor at least twenty four (24) hours prior to the date of absence. In the case of an emergency, employees must notify their direct department supervisor as soon as possible.

Absences requested and approved in compliance with the Town's vacation, sick, personal, and other paid leave policies will be considered excused. Unexcused absences shall include absences for a full or partial workday without approval, late arrivals, and early departures.

The Town reserves the right to discipline employees for unexcused absences, up to and including termination. Absent unusual circumstances, any employee who is absent from Town work for an excessive amount of time, as determined by the Town Manager, without notifying their direct department supervisor, will be deemed to have abandoned their job and their employment may be terminated at the discretion of the Town.

*Last updated January 2021*

## **DIRECT DEPOSIT/ELECTRONIC PAY ADVICES**

*Employees covered by a collective bargaining agreement (CBA) should refer to their respective CBA to determine their bereavement leave benefits. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

All employees shall receive their pay through direct deposit. The Town may provide employees with electronic pay advices in lieu of paper advices/paystubs.

*Last updated January 2021*

DRAFT

## **PROBATIONARY PERIOD**

*Employees covered by a collective bargaining agreement (CBA) should refer to their respective CBA regarding probationary periods. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

New employees appointed to a position within the Town shall be considered on probation for a period of six (6) months. During this period, the employee and the Town will have the opportunity to determine if the job is the proper fit for the employee.

Employees shall accrue sick, vacation and personal leave in accordance with Town policy during this period.

If, at the discretion of the Department Head and Town Manager, the employee is not performing satisfactorily, the employee may be terminated. Further, the Town reserves the right to extend an employee's probationary period at the Town's sole discretion.

*Last updated January 2021*

## SEPARATION FROM EMPLOYMENT

*Employees covered by a collective bargaining agreement (CBA) should refer to their respective CBA. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

### I. Employment at Will

Unless otherwise provided pursuant to a contract or statute, all employees of the Town are deemed to be employees at will and may be separated from employment at any time.

If an employee is determined to be unfit for his/her position, the Town may proceed with termination of employment. Termination notices will be provided in writing and be effective immediately.

### II. Resignation

Employees shall provide a minimum of two weeks' notice of resignation prior to their final day of work. Notice must be provided in writing to the appropriate Department Head.

### III. Layoffs

When the Town determines that there is either a shortage of work or funding which requires a reduction in force in any Town Department, any and all layoffs shall be determined by the Town Manager unless the employee is in a position under the authority of the Selectboard. When possible, the Town will provide affected employees with two-weeks' notice.

### IV. Payment of Wages

All wages will be paid to the employee on the regular pay date following the employee's last date of employment. In the event of termination, all wages will be paid to the employee on the day of termination.

*Last updated January 2021*



## WORK SCHEDULE AND OVERTIME

*Employees covered by a collective bargaining agreement (CBA) should refer to their respective CBA. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

The workweek for full-time employees is forty (40) hours, not including a daily unpaid thirty (30) minute lunch period. Atypical or flexible work schedules may be permitted with the approval of the Department Head and Town Manager.

Employees who are exempt under the Fair Labor Standards Act shall complete their job assignments in a professional manner. The workweek for exempt employees may require more than forty (40) hours per week.

Employees who are non-exempt under the Fair Labor Standards Act shall be paid at the rate of one and one-half their regular rate for each hour of work in excess of forty (40) hours in a workweek. Department Heads shall approve overtime hours.

*Last updated January 2021*

## **SECTION II: BENEFITS**

### **BEREAVEMENT LEAVE**

*Employees covered by a collective bargaining agreement (CBA) should refer to their respective CBA to determine their bereavement leave benefits. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

Full-time employees who have completed 30 days of service are eligible for five (5) days of paid bereavement leave for the death of an immediate family member and three (3) days of paid bereavement leave for the death of an extended family member.

Part-time employees who have completed 30 days of service and employees who work less than 40 hours per week shall receive bereavement leave in the same proportion that their part-time service bears to a full-time schedule in proportion to the number of hours they are regularly scheduled to work.

Employees will only be eligible for bereavement leave on days the employee was previously scheduled to work.

Employees may also request to use accrued but unused vacation or personal leave if additional time is needed. Additional unpaid time off may be granted at the discretion of the Town Manager on a case-by-case basis.

For purposes of this policy, immediate family members include an employee's:

- Spouse, Domestic Partner or Live-in Partner
- Child or stepchild
- Parent or stepparent
- Sibling
- Grandparent, grandchild

For purposes of this policy, extended family members include an employee's:

- Aunt or Uncle
- Parent-in-law
- Brother-in-law or sister-in-law
- Son-in-law or daughter-in-law
- Niece or nephew

Parent and child relationships include step, foster, and adopted relationships, and relationships based on an individual's legal guardianship.

Employees are responsible for requesting bereavement leave from their Department Head as far in advance as possible. The Town may require verification in the form of a death certificate, obituary, or other verifiable documentation of the need for bereavement leave.

*Last updated January 2021*

DRAFT

## FAMILY AND MEDICAL LEAVE

*Employees covered by a collective bargaining agreement (CBA) should also refer to their respective CBA to determine their family and medical leave benefits. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

The Town provides leave benefits to employees pursuant to the Family and Medical Leave Act (“FMLA leave”) and the Massachusetts Parental Leave Law (“Parental leave”).

### ***FMLA Leave***

Eligible Town employees are entitled to up to twelve (12) weeks of unpaid FMLA leave per year. This leave can be taken for:

- The birth and care of the employee’s newborn child;
- The placement of a child for adoption or foster care in the employee’s home;
- To care for an immediate family member (spouse, parent or child) with a serious health condition; or
- If the employee is unable to work due to a serious health condition.

Eligible employees may also take up to twenty-six (26) weeks of unpaid FMLA leave during a twelve (12) month period to care for a servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, or next of kin of the servicemember.

Employees are eligible for FMLA leave under this policy if they have worked for the Town for at least twelve (12) months and at least 1,250 hours during the 12 months immediately prior to the start of the requested leave.

When an employee requests FMLA leave under this policy, he or she must provide the Town with notice of their need to use FMLA leave at least 30 days before the need arises when the need for leave is foreseeable or as soon as possible. Employees must follow their Department’s usual procedures for requesting leave to the greatest extent possible. (See XX- Town’s Request for FMLA Form)

The Town will notify employees in writing when leave is designated as FMLA leave. Notice will also include whether a fitness for duty certificate is required prior to the employee’s return to work.

Leave may be approved on a consecutive or intermittent basis consistent with the medical certification. Employees will be required to use their accumulated sick, vacation and personal time while out of work on FMLA leave. While an employee is on FMLA leave, the Town will continue to pay its share of any health insurance benefits that the employee may receive from the Town.. The employee will continue to be responsible for his/her own share of such benefits during an approved FMLA leave of absence. At the conclusion of FMLA leave, the employee will be restored to the employee’s previous, or a similar, position as of the start of the leave.

### *Parental Leave*

A full-time employee who has been employed by the Town for at least three (3) consecutive months may take eight (8) weeks of unpaid parental leave for:

- a. the birth of a child;
- b. adopting a child under the age of 18; or
- c. adopting a child under the age of 23 if the child is mentally or physically disabled.

The employee shall give at least 2 weeks' notice to the Town (their Department Head or Town Manager) of the anticipated date of departure and the employee's intention to return to work. If the employee experiences a delay beyond their control, the employee must provide as much notice as practicable.

The eight (8) weeks of Parental leave shall be included in the employee's twelve (12) weeks of FMLA leave if FMLA leave has not already been exhausted for the year. Employees may use their accumulated sick, vacation and personal time while out of work on Parental leave.

If two Town employees give birth to or adopt the same child, the two employees are entitled to an aggregate of 8 weeks of leave.

While an employee is on Parental leave, the Town will maintain all employee benefits that would apply if the employee was actively working. The employee shall be restored to the employee's previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the start of the leave.

An employee who wishes to take FMLA or Parental leave should complete the form found at the link below:

<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/WH-381.pdf>

*Last updated January 2021*

## HEALTH INSURANCE

*Employees covered by a collective bargaining agreement (CBA) should also refer to their respective CBA to determine their family and medical leave benefits. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

Employees who participate in the health insurance benefits provided by the Town shall be responsible for the cost of 20% of the monthly HMO premium. The Town shall pay 80% of the monthly HMO premium.

The Town will also contribute towards payment of the Term Life Insurance, death and dismemberment insurance policy presently available to the employees..

*Last updated January 2021*

DRAFT

## HOLIDAYS

*Employees covered by a collective bargaining agreement (CBA) should also refer to their respective CBA. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

The following days shall be paid holidays for employees:

*New Year's Day*

*Martin Luther King Day*

*President's Day*

*Patriots' Day*

*Memorial Day*

*Juneteenth (New in 2021)*

*Independence Day*

*Labor Day*

*Columbus Day*

*Veterans' Day*

*Thanksgiving Day*

*Christmas Day*

When a holiday occurs on the regularly scheduled workday of a full-time employee, the employee shall receive their regular day's pay for such holiday.

An employee required to work on a holiday shall receive a compensatory day off with pay within the calendar year following the holiday to be taken at a time approved by the employee's Department Head.

A part-time employee shall receive pay for a holiday or earn compensatory time in the same proportion their part-time service bears to a full-time schedule. Part-time employees will be paid only for scheduled time lost due to a holiday closure.

An employee scheduled to work on a holiday who fails to report for work shall be considered on an absence without pay. Employees who cannot work as scheduled due to illness are required to notify their supervisors and/or provide medical documentation of such illness in accordance with any sick leave policies in effect at the time. Employees who are scheduled to work on a holiday who do not work as scheduled shall not receive holiday pay or a compensatory day off.

*Last updated January 2021*

## **JURY DUTY**

*Employees covered by a collective bargaining agreement (CBA) should refer to their respective CBA to determine their jury duty benefits. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

Employees summoned for jury duty are entitled to paid time off for the first **three (3)** days of jury service. For any additional days, the Town shall compensate employees for the difference between the compensation provided by the state of Massachusetts and their regular, daily rate.

If an employee receives a jury summons, that employee must promptly inform their Department Head as soon as possible to plan for a leave of absence. The Town reserves the right to require employees to provide a copy of their summons and/or receipt of jury service.

Employees are expected to return to work if they are excused from jury duty during working hours or released from jury duty earlier than expected.

The Town Manager's Office is responsible for the administration of this policy. Any questions regarding this policy or questions about jury duty leave should be directed to the Town Manager's Office.

*Last updated January 2021*

DRAFT



## LONGEVITY

*Employees covered by a collective bargaining agreement (CBA) should refer to their respective CBA to determine their jury duty benefits. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

Each employee shall be entitled to an annual payment in addition to his/her base salary according to the following schedule:

\$200.00 on reaching five (5) years of service.

\$300.00 on reaching ten (10) years of service.

\$500.00 on reaching fifteen (15) years of service.

\$750.00 on reaching twenty (20) years of service.

Such longevity payments shall be paid during the last payroll in November to all eligible employees on the payroll as of November 1. Employees leaving the employ of the Employer prior to November 1 shall receive a pro-rated portion of longevity pay. Employer reserves the right to change distribution of longevity.

*Last updated January 2021*

## MILITARY SERVICE LEAVE

*Employees covered by a collective bargaining agreement (CBA) should also refer to their respective CBA. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

The Town provides military service leaves of absence to all regular full-time, part-time, and probationary employees in compliance with the Uniformed Services Employment and Reemployment Rights Act and applicable Massachusetts laws.

### I. Notice to the Town

An employee who needs to take military service leave shall provide advance notice to their Department Head or Supervisor. When possible, employees should give at least 30 days' notice of a request for leave. If 30 days' notice is not possible because of military necessity or for other reasons, employees should give the Town as much notice as possible. All notices must be provided to the Town in writing.

### II. Compensation

Employees who are out of work due to required military service are entitled to some or all of their salary while on leave. The amount of compensation an employee receives while out of work due to required military service is determined by Massachusetts and federal law.

### III. Benefits

During military service leave, employees will continue to receive the same rights and benefits as employees on paid leave of absence. Employees are entitled to the seniority and seniority-based rights and benefits that he or she had on the date the military service leave began, plus any seniority and seniority-based rights and benefits that the employee would have attained with reasonable certainty if he or she had remained continuously employed. Health insurance benefits will continue for the first 24 months of absence (plus the time allowed to apply for reemployment).

### IV. Reemployment

After completion of service, employees must either report to work or resubmit an application for employment in accordance with the following timelines:

- When an employee is out on military leave for less than 30 days, the employee must return to work on the first regularly scheduled workday that is at least (8) eight hours after they return from military service.
- When an employee is out on military leave for 31 to 180 days, the employee must apply for reemployment within 14 days of completion of military service.

- When an employee is out on military leave for more than 180 days, the employee must apply for reemployment within 90 days following completion of military service.

Employees who do not report to work or apply for reemployment within the applicable timeframe will be subject to the Town's policies regarding unexcused absences, including but not limited to separation from continued employment with the Town. An employee will not be eligible for reemployment after 5 years of absence.

Provided all other provisions of this policy are met, an employee who is eligible to be reemployed will be restored to the same or comparable job and benefits that he or she would have if they had not been absent due to military service. Employees are not eligible if the employee has five years or more of cumulative service in the uniformed services while with the Town or if the employee is separated from service with a disqualifying discharge or any other discharge other than honorable conditions.

The Town is not required to reemploy individuals who are not eligible for reemployment rights under applicable law.

*Last updated January 2021*

## PERSONAL LEAVE

*Employees covered by a collective bargaining agreement (CBA) should also refer to their respective CBA. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

Employees shall receive five (5) personal days per fiscal year, to be awarded each July 1. Employees who work less than 40 hours per week will receive personal leave in the same proportion that their part-time service bears to a full-time schedule.

Personal days shall not carry over from year to year. Employees who leave employment with the Town shall not be compensated for unused personal days.

Employees hired during a fiscal year shall receive personal days, prorated according to their date of hire.

Personal leave shall generally be used for matters not covered by other types of leave, such as personal business.

*Last updated January 2021*

## SICK LEAVE

*Employees covered by a collective bargaining agreement (CBA) should also refer to their respective CBA. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

During the first year of employment, each full-time employee shall be credited with two (2) days of sick leave per month with pay until a total of fifteen (15) days have been credited to the employee's account. Sick leave credit will begin the first day of the month in which the employee is employed. On the next July 1, each employee shall be credited with an additional fifteen (15) days of sick leave with pay.

Employees working less than 40 hours will earn sick time in the same proportion that their part-time service bears to a full-time schedule based on the number of hours they are regularly scheduled to work.

Employees may accumulate an unlimited number of sick days.

Sick leave shall be granted only for the employee's personal sickness or injury or to care for a sick or injured family member as discussed herein. Sick time hours may also be used for a doctor's or dentist appointment or scheduled surgical or diagnostic procedures with the approval of the Town Manager.

Employees must provide their Department Head with notification of illness as soon as possible. The employee's Department Head may require medical documentation.

The Employer may request medical evidence of illness for periods of absence of more than five (5) consecutive days. Any request for medical evidence for absence of less than five (5) consecutive days shall be made on an individual basis and as circumstances warrant.

Any employee who has a serious illness, but can still work, and who has exhausted their paid leave benefits "may be allowed up to five (5) additional sick days to attend doctors' appointment, with the approval of the Town Manager.

Employees do not accrue sick time while on vacation or other leave. Sick time is accrued only for hours worked.

## **SICK LEAVE BUY-BACK**

*Employees covered by a collective bargaining agreement (CBA) should also refer to their respective CBA. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

Accumulated sick leave shall be paid in a lump sum to the estate of an employee eligible for such leave if terminated by death.

Unused accumulated sick leave, up to a maximum of seventy-five (75) days, shall be paid to a permanent full-time employee at the time of his/her retirement, at age 55 with 10 years of service, or to their estate in the event of death. This sum shall not exceed \$8,300.00.

For the purposes of this article, retirement shall mean a separation from Town employment on or after the employee's normal retirement age, when they shall be eligible to receive full benefits under the retirement program in which they are enrolled.

### **FAMILY SICK LEAVE**

In order to care for a sick or injured member of the immediate family or attend a routine medical appointment of a member of the immediate family (as defined by the Family and Medical Leave Policy), up to five (5) days of sick leave shall be allowed in any one fiscal/calendar year, unless the employee requires leave under the Family and Medical Leave Policy.

Sick leave benefits shall be prorated for part-time employees in the same proportion that their part-time service bears to a full-time schedule.

*Last updated January 2021*

## **SICK LEAVE BANK**

*Employees covered by a collective bargaining agreement (CBA) should refer to their respective CBA. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

Effective July 1, 2020 there shall be established for all benefited non-union Town employees an extended sick leave bank which shall be administered by the Town, established and utilized according to the following procedures:

- A. To be eligible for membership, an employee must have completed at least twelve months of employment, actually worked a minimum of 1,250 hours and must have voluntarily donated at least one (1) sick day to the extended sick leave bank. These donated days shall be deducted from the employee's accumulated sick leave and shall not be considered as sick leave for the purposes of monitoring the employee's sick leave usage.
- B. All non-union employees of the Town shall share one sick leave bank.
- C. The Bank shall contain no more than 350 days at any one time regardless of donations made to the Bank.
- D. The Town Manager or his/her designee will be responsible for reviewing requests for sick leave bank days to be withdrawn from the sick leave bank and will endeavor to make a determination on each application within 10 working days of receipt of all required documentation. Provided that the balance in the sick leave bank is sufficient, eligible employees approved for sick bank may receive up to 15 days per calendar year for a medical event. If the initial sick bank allotment has been exhausted and the employee is still unable to return to work, s/he may request an extension of up to an additional 15 days which shall be allowed on a case-by-case basis, but in no event shall the total of such sick bank grant(s) to an employee exceed 30 days in total per calendar year.
- E. Applications for sick leave bank days must be submitted in writing to the Town Manager along with a signed statement from the employee's health care provider which fulfills the criteria in Part F(c) below. The Town Manager or his/her designee may request additional medical information from the employee's health care provider as necessary. All information submitted in the application shall be treated as confidential.
- F. The following criteria shall be used in awarding sick leave bank days:
  - a. The employee is eligible by virtue of meeting the criteria in Paragraph A above;
  - b. The employee has exhausted or will exhaust all accumulated paid leave, including sick leave, by the end of the pay period in which the application is submitted; and
  - c. The application is accompanied by adequate medical evidence of a serious illness or serious injury, which prevents the employee's immediate return to work.

The Town Manager may require additional medical information or documentation prior to making a decision on any application. Sick leave bank days which are granted but unused shall revert to the sick leave bank upon an employee's return to work, retirement, resignation or other separation from employment or death whichever occurs first.

G. Decisions of the Town Manager shall be final.

*Last updated January 2021*

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## VACATION LEAVE

*Employees covered by a collective bargaining agreement (CBA) should refer to their respective CBA to determine their vacation leave benefits. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

Vacation leave with pay shall be credited every July 1 depending on years of service and shall be scheduled with prior approval from the Department Head and Town Manager, which approval shall not be unreasonably denied. In instances where multiple employees within a given department request the same time period of vacation, seniority shall be the deciding factor in determining approval.

Vacation leave must be taken before the end of each fiscal year (June 30), provided, however, that an employee may carry-over the equivalent of 1 week of vacation time to be used by September 30, with prior written approval of the Town Manager.

Vacation leave, with pay, shall be credited as follows:

1. After the first month of hire, vacation time will accrue at 4 hours per month for a 40-hour work week employee to be used by June 30. For a 35-hour work week employee, vacation time will accrue at 3.5 hours per month to be used by June 30. On July 1, an employee will receive five (5) days to be used during that fiscal year (July 1 – June 30).
2. For two (2) years of service, but less than five (5) years of service, ten (10) days of vacation.
3. For five (5) years of service, but less than ten (10) years of service fifteen (15) days of vacation.
4. For ten (10) years of service, but less than fifteen (15) years of service, twenty (20) days of vacation.
5. For fifteen (15) years of service, but less than twenty (20) years of service, twenty (20) days of vacation plus one (1) additional day for each year above fifteen years up to a maximum of twenty-five (25) total days of vacation.

Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay he/she would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's estate.

The Employer agrees to change any previously scheduled vacation in instances where the employee becomes ill and is unable to take the vacation prior to the commencement of his/her vacation leave.

This policy shall be retroactive to July 1, 2014.

*Last updated January 2021*

## **SECTION III: POLICIES**

### **CODE OF CONDUCT POLICY**

*Employees covered by a collective bargaining agreement (CBA) should refer to their respective CBA regarding probationary periods. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern. Individual departments may also have their own rules and regulations regarding conduct which employees in those departments are expected to adhere to.*

Employees of the Town are expected to conduct themselves in a way that reflects positively on the Town and encourages public confidence in the Town. This policy extends to private conduct, to the extent provided for by law. Please see the Conflicts of Interests Policy for additional information. Nothing in this Policy limits the requirements of M.G.L. c.268A or the Town's other policy regarding employee conduct, rather, this policy is meant to supplement accompanying Town policies.

Conduct that is deemed to be inappropriate under this policy may include, but is not limited to, the following:

- Asking, encouraging or condoning another Town employee to violate the Town's policies or the law;
- Disclosing confidential information;
- Possessing, using or being intoxicated by illegal drugs or alcohol in the workplace;
- Smoking (lighting a cigarette, cigar, pipe or other tobacco product or any other tobacco or non-tobacco product designed to be lit and inhaled) unless in a designated smoking area;
- Engaging in behavior that a reasonable person would find discriminatory or harassing;
- Unprofessional comments, conduct, communications, correspondence or gestures directed at another Town employee or official, member of the public or visitors that a reasonable person would find offensive;
- Disparaging or misrepresenting the Town or any Town employee or official.

Employees in customer service positions are expected to act professionally towards all customers and provide quality customer service.

The conduct listed herein is not intended to be an exhaustive list and the Town may determine that an employee violates the Code of Conduct even if the actions are not listed above. Conduct that violates this policy may result in discipline, up to and including, termination.

*Last updated January 2021*

## **DOMESTIC VIOLENCE LEAVE POLICY**

*Employees covered by a collective bargaining agreement (CBA) should also refer to their respective CBA. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

### **I. Policy Statement**

It is the policy of the Town of Great Barrington to permit qualifying employees up to 15 days of unpaid leave in any 12-month period to address issues directly related to abusive behavior against the employee or a family member of the employee. Prior to receiving leave under this policy, employees must first exhaust all accrued, unused vacation, sick, and personal leave. Upon an employee's return from leave, the employee shall be restored to the employee's original job or an equivalent position.

For the purposes of this policy, family member shall include: (i) a parent, stepparent, child, stepchild, sibling, grandparent, or grandchild; (ii) a married spouse; (iii) persons in a substantive dating or engagement relationship and/or who reside together; (iv) persons having a child in common regardless of whether they have ever married or resided together; or (v) persons in a guardianship relationship.

Leave benefits under this policy are not available to employees who are the perpetrators of abusive behavior.

### **II. Notice Requirements**

Except in cases of imminent danger to health or safety, employees seeking leave under this policy must provide advance notice of leave consistent with the Town's sick leave policy.

In cases of imminent danger to the health or safety of an employee or the employee's family member, advance notice of leave is not required. However, the employee must notify the Town within three workdays that leave is being taken under this policy.

Notification to the Town may be communicated by the employee, a family member of the employee, or the employee's counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate, or other professional who has assisted the employee in addressing the effects of the abusive behavior on the employee or the employee's family member, and may be done by telephone, in person, in writing, or by any other reasonable means of communication.

Notification shall be made to the Town Manager or his/her designee.

### **III. Purposes of Leave**

An employee may take up to 15 days of unpaid leave in any 12-month period if the employee or the employee's family member is a victim of abusive behavior for the following reasons:

- to seek or obtain medical attention, counseling, victim services or legal assistance;

- to secure housing;
- to obtain a protective order from a court;
- to appear in court or before a grand jury;
- to meet with a district attorney or other law enforcement official; or
- to attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or the employee's family member.

#### IV. Required Documentation

Employees requesting leave under this policy must provide documentation evidencing that the employee or employee's family member has been a victim of abusive behavior and that the leave is taken under M.G.L. c 149, §52E, the *Massachusetts Domestic Violence Leave Act*. An employee can satisfy the documentation requirement by providing any one of the following:

- a protective order, order of equitable relief or other documentation issued by a court of competent jurisdiction as a result of abusive behavior against the employee or the employee's family member;
- a document under the letterhead of the court, provider, or public agency which the employee attended for the purposes of acquiring assistance as it relates to the abusive behavior against the employee or the employee's family member;
- a police report or statement of a victim witness provided to police, including a police incident report, documenting the abusive behavior complained of by the employee or the employee's family member;
- documentation that the perpetrator of the abusive behavior against the employee or the employee's family member has: (i) admitted to sufficient facts to support a finding of guilt of the abusive behavior; or (ii) been convicted of, or adjudicated a juvenile delinquent by reason of, an offense related to the abusive behavior;
- medical documentation of treatment of the employee or the employee's family member for the abusive behavior;
- a sworn statement, signed under the penalties of perjury, of a counselor, social worker, healthcare worker, member of the clergy, shelter worker, legal advocate, or other professional who has assisted the employee or the employee's family member in addressing the effects of the abusive behavior; or
- a sworn statement, signed under the penalties of perjury, from the employee attesting that the employee has been the victim of the abusive behavior or is the family member of a victim of abusive behavior.

V. Confidentiality of Information

The Town shall keep confidential all information related to an employee's leave under this policy. Information shall not be disclosed by the Town except to the extent that disclosure is: (i) requested or consented to, in writing, by the employee; (ii) ordered to be released by a court; (iii) otherwise required by state or federal law; (iv) required in the course of an investigation authorized by law enforcement; or (v) necessary to protect the safety of anyone employed at the workplace.

Any documentation provided by an employee in support of leave under this policy shall be maintained by the Town only for as long as required for the Town to make a determination whether the employee is eligible for leave.

*Last updated January 2021*

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## DRESS CODE POLICY

*Employees covered by a collective bargaining agreement (CBA) should refer to their respective CBA. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

This policy does not apply to employees who are required to wear uniforms. Employees in positions that do not require uniforms shall wear business attire. Department Heads may designate positions which are exempt from this policy due to the nature of the position and may make exceptions at their discretion.

Clothing items that are inappropriate to wear while on duty include:

- Jeans
- Athletic or leisure clothing
- Shorts
- Track suits or sweatsuits
- Flip-Flops
- T-shirts
- Hats
- Clothing or accessories with profanity or violent or sexual imagery

Hair, sideburns, moustaches, and beards shall be clean and neatly trimmed.

Any employee who requires a reasonable accommodation for reasons based on race, disability, religion or other deeply held belief, or any other protected class under the law should notify their Department Head.

This policy is not intended to interfere with communications or actions protected by state or federal law.

*Last updated January 2021*

## DRUG AND ALCOHOL-FREE WORKPLACE POLICY

*Employees covered by a collective bargaining agreement (CBA) should also refer to their respective CBA to determine their rights and responsibilities regarding drug and alcohol use. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

The Town has a strong commitment to its employees to provide a safe workplace and to establish programs promoting high standards of employee health. The goal of this policy is to provide a safe and healthy work environment for all employees that is free from alcohol and unlawful drugs, as defined by local, state or federal law. The safety of Town employees and residents is paramount to the Town and therefore the use of alcohol and/or unlawful drugs in the workplace is strictly prohibited.

This policy is intended to comply with all applicable federal laws and regulations governing workplace anti-drug and alcohol programs, including but not limited to the Drug-Free Workplace Act of 1988, the Omnibus Transportation Employee Testing Act of 1991, and 49 CFR Part 382.

This policy applies to all employees of the Town of Great Barrington.

### I. Drug and Alcohol Restrictions in the Workplace

Employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance at work or on Town property (on or off duty). This includes prescription medication that is not prescribed to the user. This does not apply to an employee's use of current, valid prescription medications that do not interfere with the employee's ability to safely perform their job with competence. Employees shall not share their prescription medication with other Town employees. Employees are expected to follow any directions of their health care provider concerning prescription medications and must immediately notify their supervisor if any prescription drug is likely to have an impact on job performance. The Town will reasonably accommodate employees in accordance with the Town's Reasonable Accommodation Policy.

Employees are also prohibited from the possession or consumption of alcohol while on duty or on Town property or reporting for duty while under the influence of alcohol or a controlled substance.

The Town acknowledges that the state of Massachusetts has legalized the limited recreational use of marijuana. Marijuana remains federally illegal and the Town is required to act in accordance with federal law when enacting this policy.

An employee must notify the Town of any criminal drug statute conviction for a violation under state or federal law occurring in the workplace no later than 5 calendar days after the conviction or plea.

Violations of any and all provisions of this Policy may:

- (1) Result in discipline, up to and including termination from Town employment.

- (2) Require an employee's satisfactory participation in a substance abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency, by any employee who is convicted.

Employees struggling with substance abuse issues are encouraged to seek help. Town employees who seek help in dealing with these issues are urged to contact the Town Manager or his/her designee for more information regarding the Employee Assistance Program or their healthcare provider for assistance.

All information received by the Town pursuant to this policy shall be considered confidential.

*Last updated January 2021*

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## DRUG AND ALCOHOL TESTING POLICY

### Employees with CDL Licenses

Pursuant to federal regulations promulgated by the U.S. Department of Transportation (DOT), certain Town employees are subject to drug and alcohol testing requirements. It is the Town's policy to comply fully with these regulations.

#### I. Covered Employees

The DOT regulations apply to all Town employees with a commercial driver's license (CDL) who may be assigned to operate a commercial motor vehicle, including drivers with a restricted-use CDL, as well as employees who may be assigned to perform safety-sensitive duties or functions related to a commercial motor vehicle. This includes, but is not limited to: casual, intermittent, or occasional drivers; and independent, owner-operator contractors who are either directly employed by or under lease to the Town, or who operate a commercial motor vehicle at the direction of or with the consent of the Town. Drivers who are used by the Town more than once a year, but are not "employed" by the Town, such as snow plow drivers, must participate in an alcohol controlled substances testing program that meets the testing requirements of the DOT regulations every six months. The Town also may, at its discretion, require other Town employees who drive for Town business to undergo drug and alcohol testing consistent with this policy.

The Town acknowledges that the state of Massachusetts has legalized the limited recreational use of marijuana. Marijuana remains federally illegal and the Town is required to act in accordance with federal law when enacting this policy.

#### II. Prohibited Conduct

The following conduct is prohibited under this policy:

- a. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions with a breath/blood alcohol content of 0.04 percent or higher.
- b. Use of alcohol within four (4) hours prior to performing a safety-sensitive function like driving.
- c. Use of alcohol on the job.
- d. Use of alcohol during the eight (8) hours following an accident.
- e. Possession of any medication or food containing alcohol while driving a vehicle.
- f. Refusal to take a required controlled substance and/or alcohol test.

- g. Use of controlled substances on- or off-duty unless prescribed by a physician and the physician has informed the employee that the substance does not adversely affect the employee's ability to operate a commercial motor vehicle safely.

A driver is considered to be performing a safety-sensitive function at the following times:

- a. All time on Town property, public property, or other property waiting to be dispatched or drive.
- b. All time inspecting, servicing, or conditioning any commercial motor vehicle.
- c. All time driving.
- d. All time other than driving in or upon a commercial motor vehicle.
- e. All time loading or unloading a vehicle, supervising or assisting in the loading or unloading of a vehicle, attending a vehicle being loaded or unloaded, remaining in readiness to operate a vehicle, or in giving receipts for shipments loaded or unloaded.
- f. All time spent performing driver requirements relating to accidents.
- g. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

### III. Required Testing

#### a. Pre-Employment Testing for Controlled Substances

All applicants for employment in covered positions, or candidates for transfer or promotion to such positions, as well as those covered employees returning to duty after an extended, continuous break in service, are subject to screening for use of controlled substances.

#### b. Post-Accident Testing

All covered employees shall be tested for alcohol and controlled substances in the following circumstances:

- An accident resulting in loss of human life while performing safety-sensitive functions;
- The issuance of a citation for a moving traffic violation if the accident involved:
  - Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
  - One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away by a tow truck or other motor vehicle.

Tests for alcohol use shall be conducted within two (2) hours, but in no case more than eight (8) hours of the accident. Tests for controlled substances shall be conducted within 32 hours of the accident.

Employees must refrain from all alcohol and controlled substance use until testing is complete. Employees are obligated to cooperate in such testing or will be deemed to have refused. It is the employee's responsibility to make him/herself available for testing. If the employee does not avail themselves to testing, the employee will be deemed to have refused. The employee will be accompanied to/from the testing site by a representative of the Town.

c. Reasonable Suspicion Testing

If a supervisor or other person of authority has a reasonable suspicion based on objective factors (including appearance, behavior, speech or body odors) that the employee has engaged in prohibited conduct under this policy, or has been or is using or possessing controlled substances without a physician's prescription, such employee shall be required to undergo testing.

In the case of alcohol use, observation shall be limited to during, just preceding, or just after the workday. No such limitations shall apply to observations for impermissible use of controlled substances. Tests for alcohol use shall be conducted within two (2) hours, but in no case more than eight (8) hours, after the observation is made.

d. Random Testing

Covered employees shall be tested for the use of alcohol and/or controlled substances on a random, unannounced basis. Random testing for alcohol shall occur just before, during, or after performance of safety-sensitive functions while random testing for controlled substances may be done at any time.

Each year, the Town shall conduct random alcohol testing in accordance with the required minimum annual percentage rate established by DOT.

e. Return to Duty and Follow-Up Testing

An employee who has violated the prohibited alcohol and/or drug standards shall be tested for alcohol and/or drug use prior to his/her return to performing safety-sensitive functions. Employees shall be subject to at least six (6) unannounced follow-up tests in the first 12 months during safety-sensitive duty following the employee's return. In addition, such employee shall be subject to follow-up testing for up to four (4) years following the completion of this 12-month period.

IV. Conducting Tests

a. Alcohol Testing

DOT rules require breath testing using evidential breath testing (EBT) devices conducted by a trained breath alcohol technician (BAT). Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a “negative” test. A test result of 0.04 or greater is considered a “positive” test. If the alcohol concentration is 0.02 or greater, a confirmation test must be conducted. Refusal of an employee to complete and sign the breath alcohol testing form shall be deemed a refusal to test.

b. Drug Testing

Drug testing shall be conducted by analyzing a driver’s urine specimen and shall be conducted through a U.S. Department of Health and Human Services (DHHS) certified facility in a manner that ensures that the specimen’s security, proper identification, and integrity are not compromised. Specimen shall be tested for the presence of marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP).

DOT rules require a split specimen procedure. Each urine specimen shall be subdivided into a primary and a split. Initially, only the primary specimen shall be used for urinalysis. The split specimen will remain sealed. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the driver has 72 hours to request that the split specimen be sent to another DHHS certified laboratory for analysis.

Testing is conducted using a two-stage process. First, a screening test is performed. If the test is positive for one or more of the drugs, a confirmation test is performed for each identified drug. All drug tests will be reviewed and interpreted by a Medical Review Officer (MRO) before they are reported to the Town. If the laboratory reports a positive result to the MRO, the MRO will contact the driver and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen. For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. If the MRO determines that the drug use is legitimate, the test will be reported to the Town as a negative result.

c. Refusal to Participate/Tampering

Any refusal to participate in any of the types of alcohol and/or drug tests authorized in this policy will be treated as indicative of a positive result.

If there is any evidence that an employee engaged in sample tampering, such conduct shall be treated as a refusal to participate in testing.

Refusal to participate in testing and/or tampering with a test shall be considered serious misconduct and may result in disciplinary action up to and including termination of employment.

Refusal to participate in an alcohol or controlled substances test means:

- Failure to appear for any test within a reasonable time, as determined by the Town;
- Failure to remain at the testing site until the testing process is completed;

- Failure to provide a urine specimen for any drug test required by this policy or DOT regulations;
- Failure to allow the observation or monitoring of the driver's provision of a specimen;
- Failure to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- Failure or refusal to take a second test the employer or collector has directed the employee to take;
- Failure to undergo a required examination or evaluation;
- Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or
- Having a verified adulterated or substituted test result.

V. Consequences of Alcohol/Drug Misuse

- a. Drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall be prohibited from performing or continuing to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.
- b. Drivers who engage in prohibited alcohol or drug conduct (i.e., test positive for alcohol or drug use or who refuse to take a test) shall be immediately removed from performing safety-sensitive functions, evaluated by a substance abuse professional, and undergo a treatment program as defined by the professional.
- c. Drivers must be evaluated by a substance abuse professional and comply with any treatment recommendations to assist them with an alcohol or drug problem. Drivers who fail to comply with the evaluation/treatment recommendations may be subject to termination of employment.
- d. Drivers who have been evaluated by a substance abuse professional, comply with any recommended treatment, and taken a return to duty test with a result less than 0.02 alcohol concentration and/or a negative urine test may return to work subject to unannounced follow-up tests as outlined above.
- e. Drivers who have returned to work who subsequently test positive for alcohol and/or drugs in accordance with this policy may be subject to disciplinary action up to and including termination of employment.

## VI. Information/Training

All current and new employees will receive written information about the testing requirements and how and where they may receive assistance for alcohol or drug misuse. Furthermore, all employees shall receive a copy of this policy and sign a confirmation of receipt.

All employees designated to supervise drivers shall receive at least two (2) hours of training on alcohol misuse and controlled substance use and must attend at least two (2) hours of training on alcohol and drug misuse symptoms and indicators used in making determinations for reasonable suspicion testing.

## VII. Recordkeeping

The Town is required to keep detailed records of its alcohol and drug misuse prevention program. Alcohol and drug testing records shall be maintained confidentially, separate from an employee's personnel file. The Town will not disclose such confidential records without written authorization unless legally compelled or as necessary to justify any discipline imposed by the Town.

The Town will be required to collect the following information and shall report to the Clearinghouse, pursuant to 49 CFR §382.701:

- A verified positive, adulterated, or substituted drug test result;
- An alcohol confirmation test with a concentration of 0.04 or higher;
- A refusal to submit to any test required;
- An employer's report of actual knowledge, as defined at 49 CFR §382.107:
  - On duty alcohol use pursuant to 49 CFR §382.205;
  - Pre-duty alcohol use pursuant to 49 CFR §382.207;
  - Alcohol use following an accident pursuant to 49 CFR §382.209; and
  - Controlled substance use pursuant to 49 CFR §382.213;
- A substance abuse professional report of the successful completion of the return-to-duty process;
- A negative return-to-duty test; and
- An employer's report of completion of follow-up testing.

### VIII. Pre-employment References

Applicants for employment by the Town in a safety-sensitive position must permit the Town to obtain and review the following information from each employer that the prospective driver worked for, in a safety-sensitive position, during the previous two years:

- Information about a test in which the employee's blood alcohol concentration was 0.04 or greater;
- Information about a verified positive drug test;
- Information about any refusal (as defined above) to participate in an alcohol and/or drug testing program;
- Other violations of DOT agency drug and alcohol testing regulations; and
- Documentation of the employee's successful completion of DOT return-to-duty requirements.

The prospective employee must provide the former employer with written authorization allowing the release of this information to the Town. Failure to provide such information to the Town shall be deemed a withdrawal of application for employment by the Town.

An applicant who tested positive under a previous employer, or who refused to participate in an alcohol or drug test under a previous employer, may not be appointed by the Town unless the applicant can show that he/she was evaluated by a substance abuse professional, underwent recommended treatment, and tested negative in all subsequent return-to-duty and/or follow-up tests.

### IX. Employee Assistance Program

The Employee Assistance Program (EAP) is an evaluation and referral service which assists employees in obtaining treatment for a wide range of problems, including but not limited to substance abuse, stress-related disorders, eating disorders, anxiety, depression, and family relationship problems. There is no cost for this service to employees and all services provided are kept confidential between the EAP provider and the employee. All employees may request assistance with drug and/or alcohol problems through the EAP. The testing provisions outlined in this policy for covered employees shall not be stayed due to an employee's participation in the EAP.

Any questions about the Town's Drug and Alcohol-Free Workplace Policy, including the testing provisions, may be directed to the Town Manager.

*Last updated January 2021*

## **EQUAL EMPLOYMENT OPPORTUNITY, ANTI-DISCRIMINATION AND HARASSMENT POLICY**

### **I. Introduction**

It is the goal of our Town to promote a workplace that is free of unlawful discrimination and harassment (“harassment”) of any type, including sexual harassment and retaliation. Harassment consists of unwelcome conduct, whether verbal or physical, that is based on a characteristic protected by law, such as race, color, religious creed, national origin, ancestry, sex/gender, gender identity, age, disability, sexual orientation, genetics, and active military status. Our Town will not tolerate harassing conduct that interferes unreasonably with an individual’s performance, or creates an intimidating, hostile, or offensive work environment.

Harassment of employees occurring in the workplace, in connection with work-related travel, and/or at work-sponsored events will not be tolerated. Further, any retaliation against an individual for having complained about harassment or retaliation against individuals for having cooperated with an investigation of a harassment complaint will not be tolerated.

Because the Town takes allegations of harassment seriously, the Town will respond promptly to complaints of harassment. Where it is determined that inappropriate conduct has occurred, the Town will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth the Town’s goals of promoting a workplace that is free of harassment as defined above, the policy is not designed or intended to limit the Town’s authority to discipline or take remedial action for workplace conduct which is deemed unacceptable, regardless of whether that conduct satisfies the definition of harassment.

### **II. Definitions**

“Harassment” means unwelcome conduct, whether verbal or physical, that is pervasive and severe and is based on a characteristic protected by law. Harassment includes, but is not limited to:

1. Display or circulation of written materials or pictures that are degrading to a person or group as previously described.
2. Verbal abuse, slurs, derogatory comments, or insults about, directed at, or made in the presence of an individual or group as previously described.

“Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual’s employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.



Under this definition, for example, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The definition of sexual harassment is broad. In addition to the above examples, other unwelcome sexually oriented conduct that has the effect, whether intended or not, of creating a work environment that is hostile, offensive, intimidating or humiliating to either male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances – whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual for having complained about harassment, including sexual harassment, and retaliation against individuals for cooperating with an investigation of a harassment complaint, including sexual harassment, will not be tolerated by the Town.

### III. Complaint Procedures

All employees, managers, and supervisors of the Town share responsibility for avoiding, discouraging and reporting any form of harassment. The primary responsibility for ensuring proper investigation and resolution of harassment complaints rests with the Town Manager or his/her designee, who will administer the policy and procedures described herein. He/She will also be available to discuss any concerns you may have and to provide information to you about the Town's policy on harassment and the complaint process. Any manager or supervisor who observes harassment must report the conduct to the Town Manager so an investigation can begin, if appropriate.

If any Town employee believes that he or she has been subjected to harassment, the employee has the right to file a complaint with the Town. This may be done in writing or verbally. In addition, residents, visitors, applicants, vendors, contractors, their agents and employees, or other third parties who believe they have been subjected to harassment by an employee of the Town may also file a complaint with the Town using the procedures described herein. Furthermore, employees may also file a complaint if they have been subjected to harassment from residents,

visitors, applicants, vendors, contractors, their agents and employees, or any other third parties in the workplace, while performing work-related duties, or during other work-related activities.

Prompt reporting of harassment is in the best interest of our organization and is essential to a fair, timely, and thorough investigation. Accordingly, complaints should be filed as soon as possible following the incident(s) at issue. If you would like to file a complaint you may do so by contacting your supervisor, Department Head or Town Manager.

#### IV. Complaint Investigation

When the Town receives a complaint, the Town will promptly investigate the allegation(s) in a fair and expeditious manner to determine whether there has been a violation of our policy. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances, but confidentiality cannot be guaranteed. The investigation may include private interviews with the person filing the complaint and with witnesses. The Town may also interview the person alleged to have committed the harassment. The complainant, the person alleged to have committed the harassment, and all witnesses are required to fully cooperate with all aspects of an investigation. When the Town has completed its investigation, the Town will inform the person filing the complaint and the person alleged to have committed the harassment that the investigation has been completed. Notwithstanding any provision of this policy, the Town reserves the right to investigate and act on their own initiative in response to conduct which may constitute harassment or otherwise be inappropriate, regardless of whether an actual complaint has been filed.

If it is determined that inappropriate conduct has occurred, the Town will act promptly to eliminate the offending conduct, and where it is appropriate, will also impose disciplinary action.

#### V. Corrective Action

If it is determined that inappropriate conduct has been committed by one of the Town's employees, the Town will take such corrective action as is appropriate under the circumstances. This may range from counseling to termination from employment or may include such other forms of training and/or disciplinary action as deemed appropriate under the circumstances.

#### VI. State and Federal Remedies

In addition to the above, if you believe you have been subjected to harassment of any type, including sexual harassment and retaliation, you may file a formal complaint with either or both government agencies set forth below. Using the Town's complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies requires that claims be filed within 300 days from the alleged incident or when the complainant became aware of the incident.

#### **United States Equal Employment Opportunity Commission ("EEOC")**

JFK Federal Building  
15 New Sudbury Street, Room 475  
Boston, MA 02203  
(800) 669-4000

**Massachusetts Commission Against Discrimination (“MCAD”)**

**Boston Office:**

One Ashburton Place, Room 601  
Boston, MA 02108  
(617) 994-6000

**New Bedford Office:**

128 Union Street, Suite 206  
New Bedford, MA 02740  
(774) 510-5801

**Springfield Office:**

436 Dwight Street, Room 220  
Springfield, MA 01103  
(413) 739-2145

**Worcester Office:**

484 Main Street, Room 320  
Worcester, MA 01608  
(508) 453-9630

**VII. Reasonable Accommodation**

Consistent with the requirements of the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act, the Massachusetts Fair Employment Law, and all applicable state or local law, the Town will reasonably accommodate qualified individuals with a disability if such accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship.

Any individual seeking a reasonable accommodation may submit a request to the appropriate Department Head, or the Town Manager. The Town may require the individual to participate in an interactive discussion in connection with any such request. Furthermore, individuals requesting a reasonable accommodation may not receive the specific accommodation requested if the Town determines that an alternate accommodation would be effective in allowing the individual to perform the essential functions of the job.

**VIII. Equal Employment Opportunity Statement**

The Town is an equal opportunity employer and complies with all applicable federal, state, and local fair employment practice laws. The Town strictly prohibits and does not tolerate discrimination against employees, applicants, or any other covered persons because of race, color, religion, creed, national origin or ancestry, ethnicity, sex, gender, gender identity, pregnancy and pregnancy-related conditions, sexual orientation, age (40 and over), disability, citizenship status, past, current, or prospective service in the uniformed services, genetic information, or any other characteristic protected under applicable federal, state, or local law. All

Town employees and representatives are prohibited from engaging in unlawful discrimination. This policy applies to all terms and conditions of employment, including, but not limited to: hiring, training, promotion, discipline, compensation, benefits, and termination of employment.

*Last updated January 2021*

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## INCLEMENT WEATHER POLICY

*Employees covered by a collective bargaining agreement (CBA) should refer to their respective CBA. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

This policy does not apply to essential public safety employees, school employees or Department of Public Works employees.

In cases where the Town closes municipal buildings due to inclement weather, employees shall not be required to report to work and shall be compensated their regular wages. Employees who were previously scheduled to be out on sick, vacation or other leave shall be charged for the relevant leave. In the case where there is inclement weather, but the municipal buildings remain open, employees may opt to use vacation or personal time, in accordance with such policies, in lieu of reporting to work.

There may be times where the Town opens municipal buildings late or closes them early. In this situation, employees shall, when possible, receive an email regarding the changes. Because there may be instances where an email is not possible or an employee may not have access to the internet at home, employees shall be expected to monitor the local news stations and Town website.

*Last updated January 2021*

**INFORMATION TECHNOLOGY RESOURCES  
ACCEPTABLE USE POLICY**

*Employees covered by a collective bargaining agreement (CBA) should also refer to their respective CBA. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

The Town provides information technology resources (ITR), including but not limited to computers, laptops, printers, fax machines, email, internet, tablets, and mobile phones, to employees and other authorized users working on behalf of the Town. The Town determines which, if any, ITR are appropriate for each position and provides ITR to employees where appropriate at the Town's discretion. All users of Town ITR must ensure that they use Town ITR in a responsible manner and in accordance with this policy.

I. Employee Responsibilities

Employees who are authorized to use Town ITR shall be provided with a copy of this policy. This policy shall be disseminated annually. Each year, employees will be required to review the policy and sign an acknowledgement form. It is the responsibility of any employee who uses Town ITR to read, understand, and adhere to this policy. Any questions concerning the application or meaning of this policy should be directed to the Town Manager. Use of the Town's ITR by an employee shall constitute acceptance of the terms of this policy by such employee. Conduct in violation of the policy may result in revocation of Town ITR privileges and/or disciplinary action up to and including termination of employment.

II. Prohibited Conduct

While it is not possible to list all of the circumstances which may constitute inappropriate use of Town ITR, employees are prohibited from using Town ITR for the following:

- in furtherance of any illegal act, including violations of state or federal criminal or civil laws or regulations;
- to access, display, or disseminate sexually explicit, obscene, or otherwise inappropriate materials, messages, images, or videos, including but not limited to any content that is sexual in nature, or includes racial, ethnic, sexual, religious, or gender-based slurs, or offensively addresses an individual's age, sex, sexual orientation, gender identity, religion, race, ethnicity, national origin, disability, or political beliefs;
- to access, display or disseminate material that advocates violence or discrimination towards other people (hate literature);
- for any commercial purpose, including but not limited to the offering, providing, leasing, or purchasing of products or non-Town-related services;

- to gain, or attempt to gain, unauthorized access to any computer or network;
- to intercept, or attempt to intercept, communications intended for other persons;
- to misrepresent the Town or the employee's role at the Town;
- for any political purpose (subject to the exceptions set forth herein) or to make solicitations in violation of Massachusetts General Laws Chapter 55;
- to libel or otherwise defame any person;
- to download and/or install software applications or programs not authorized by the Town;
- to violate any copyright laws or to infringe on any intellectual property rights;
- to distribute chain letters;
- to access online gambling sites;
- to connect unauthorized or unapproved computers, printers, or other peripherals to the Town's network;
- to develop or use programs that harass other users or infiltrate a computer, computing system, or network and/or to damage or alter the software components of a computer, computing system, or network;
- to establish unauthorized connections which create routing patterns that are inconsistent with the effective and shared use of the Town's network;
- for any use that causes interference with or disruption to the Town's ITR, other network users, or any other resources;
- for any use which violates other Town policies, including but not limited to the Town's Anti-Discrimination and Harassment Policy; or
- to modify or access any Town records without authorization.

The above list of prohibited conduct is not all-inclusive. Employees who are uncertain as to the appropriateness of any action or conduct being contemplated should consult with their supervisors for guidance.

### III. Use for Town Business

The Town's ITR, including but not limited to the Town's email and other online services, are the property of the Town, and should be used only for business associated with the Town. However, incidental and/or occasional use of Town ITR for personal purposes is permissible provided that,

in addition to the prohibited conduct, constraints, and conditions otherwise discussed herein, such personal use does not: (i) directly or indirectly interfere with the Town's operation of computing facilities or electronic mail services; (ii) burden the Town with noticeable incremental cost; or (iii) interfere with the employee's work performance, duties, responsibilities or obligations to the Town or with any other employees' work duties. Personal use will be acceptable only as described herein and only on the employee's own time. Excessive or non-incident personal use of Town ITR, or any other misuse of ITR, may result in disciplinary action up to and including termination of employment. Use of the Town's ITR is a privilege, not a right, and may be revoked at any time for inappropriate conduct.

#### IV. Email Communication

Email messages are considered public records and are subject to disclosure and records retention requirements established by law. Employees should not expect that email messages, such as those marked "personal" or "confidential," are private or confidential. Employees shall not send an email or access the internet under another employee's name or using another employee's credentials unless authorized to do so by such other employee. In addition, no employee shall alter any portion of a previously sent email message without authorization. All employees with a Town assigned email account must conduct any Town related email business via that account.

#### V. No Expectation of Privacy

Employees should have no expectation of privacy in any use of Town ITR. The Town may monitor employee use of Town ITR including but not limited to computer equipment, email, internet usage, websites visited, and files downloaded. Deletion of messages, data, or files may not eliminate them from the network and/or avoid detection. All use of Town ITR is subject to monitoring by the Town at any time, with or without notice, and notwithstanding any passwords. Use of the Town's ITR constitutes consent to monitoring and is conditioned upon strict adherence to this policy.

#### VI. Precautions against Computer Viruses

All users are expected to undertake precautions to prevent infection of Town computers by computer viruses. In particular, employees should not import executable programs to Town computers without proper authorization or access email attachments from unfamiliar sources. Users must immediately notify their supervisors and the Town Manager if a Town computer is infected by a virus.

#### VII. Political Activities and Conflicts of Interest

An employee's use of Town ITR may not conflict with the state's conflict of interest law (Massachusetts General Laws Chapter 268A) or campaign finance law (Massachusetts General Laws Chapter 55). Notwithstanding any provisions of Section II (Prohibited Conduct) above, political activity may be permitted to the extent that such activities are a part of an employee's official responsibilities. Employees with questions regarding appropriate use of Town ITR for political activities are advised to speak with their supervisors and/or the Town Manager.



VIII. Additional Responsibilities of Department Heads, Managers, and Supervisors

Department Heads, managers, and supervisors are responsible for ensuring that all employees under their supervision using any Town ITR have read this policy and understand its applicability to their activities. Furthermore, Department heads are responsible for ensuring that any employee who will be given access to Town ITR receives a copy of the policy and acknowledges in writing receipt of the policy. A signed copy of the acknowledgment of receipt shall be placed in the employee's personnel file.

*Last updated January 2021*

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## MASSACHUSETTS CONFLICT OF INTEREST LAW POLICY

Massachusetts General Law chapter 268A is the state's conflict of interest law. The State Ethics Commission (the "Commission") is the state agency charged with administering and enforcing the conflict of interest law. All Town employees will be provided with this "Summary of the Conflict of Interest Law for Municipal Employees" within 30 days of hire or election, and then annually. All Town employees must acknowledge in writing that they received the policy.

### Summary

This summary of the conflict of interest law, General Laws chapter 268A, is intended to help municipal employees understand how that law applies to them.

This summary is not a substitute for legal advice, nor does it mention every aspect of the law that may apply in a particular situation. Municipal employees can obtain free confidential advice about the conflict of interest law from the Commission's Legal Division.

The conflict of interest law seeks to prevent conflicts between private interests and public duties, foster integrity in public service, and promote the public's trust and confidence in that service by placing restrictions on what municipal employees may do on the job, after hours, and after leaving public service, as described below. The sections referenced below are sections of G.L. c. 268A.

When the Commission determines that the conflict of interest law has been violated, it can impose a civil penalty of up to \$10,000 (\$25,000 for bribery cases) for each violation. In addition, the Commission can order the violator to repay any economic advantage gained by the violation, and to make restitution to injured third parties. Violations of the conflict of interest law can also be prosecuted criminally.

#### I. Are you a municipal employee for conflict of interest law purposes?

You do not have to be a full-time, paid municipal employee to be considered a municipal employee for conflict of interest purposes. Anyone performing services for a Town or holding a municipal position, whether paid or unpaid, including full- and part-time municipal employees, elected officials, volunteers, and consultants, is a municipal employee under the conflict of interest law. An employee of a private firm can also be a municipal employee, if the private firm has a contract with the Town and the employee is a "key employee" under the contract, meaning the Town has specifically contracted for services. The law also covers private parties who engage in impermissible dealings with municipal employees, such as offering bribes or illegal gifts. Town meeting members and charter commission members are not municipal employees under the conflict of interest law.

#### II. On-the-job restrictions.

(a) Bribes. Asking for and taking bribes is prohibited. (See Section 2)

A bribe is anything of value corruptly received by a municipal employee in exchange for the employee being influenced in his official actions. Giving, offering, receiving, or asking for a bribe is illegal.

Bribes are more serious than illegal gifts because they involve corrupt intent. In other words, the municipal employee intends to sell his office by agreeing to do or not do some official act, and the giver intends to influence him to do so. Bribes of any value are illegal.

(b) Gifts and gratuities. Asking for or accepting a gift because of your official position, or because of something you can do or have done in your official position, is prohibited. (See Sections 3, 23(b)(2), and 26)

Municipal employees may not accept gifts and gratuities valued at \$50 or more given to influence their official actions or because of their official position. Accepting a gift intended to reward past official action or to bring about future official action is illegal, as is giving such gifts. Accepting a gift given to you because of the municipal position you hold is also illegal. Meals, entertainment event tickets, golf, gift baskets, and payment of travel expenses can all be illegal gifts if given in connection with official action or position, as can anything worth \$50 or more. A number of smaller gifts together worth \$50 or more may also violate these sections.

Example: A Town Administrator accepts reduced rental payments from developers.

Example: A developer offers a ski trip to a school district employee who oversees the developer's work for the school district.

Regulatory exemptions: There are situations in which a municipal employee's receipt of a gift does not present a genuine risk of a conflict of interest and may in fact advance the public interest. The Commission has created exemptions permitting giving and receiving gifts in these situations. One commonly used exemption permits municipal employees to accept payment of travel-related expenses when doing so advances a public purpose. Another commonly used exemption permits municipal employees to accept payment of costs involved in attendance at educational and training programs. Other exemptions are listed on the Commission's website.

Example: A fire truck manufacturer offers to pay the travel expenses of a fire chief to a trade show where the chief can examine various kinds of fire-fighting equipment that the Town may purchase. The chief fills out a disclosure form and obtains prior approval from his appointing authority.

Example: A Town treasurer attends a two-day annual school featuring multiple substantive seminars on issues relevant to treasurers. The annual school is paid for in part by banks that do business with Town treasurers. The treasurer is only required to make a disclosure if one of the sponsoring banks has official business before her in the six months before or after the annual school.

(c) Misuse of position. Using your official position to get something you are not entitled to, or to get someone else something they are not entitled to, is prohibited. Causing someone else to do these things is also prohibited. (See Sections 23(b)(2) and 26)

A municipal employee may not use their official position to get something worth \$50 or more that would not be properly available to other similarly situated individuals. Similarly, a municipal employee may not use their official position to get something worth \$50 or more for someone else that would not be properly available to other similarly situated individuals. Causing someone else to do these things is also prohibited.

Example: A full-time Town employee writes a novel on work time, using their office computer, and directing their secretary to proofread the draft.

Example: A Town councilor directs subordinates to drive the councilor's wife to and from the grocery store.

Example: A mayor avoids a speeding ticket by asking the police officer who stops them, "Do you know who I am?" and showing their municipal I.D.

(d) Self-dealing and nepotism. Participating as a municipal employee in a matter in which you, your immediate family, your business organization, or your future employer has a financial interest is prohibited. (See Section 19)

A municipal employee may not participate in any particular matter in which they or a member of their immediate family (parents, children, siblings, spouse, and spouse's parents, children, and siblings) has a financial interest. They also may not participate in any particular matter in which a prospective employer, or a business organization of which they are a director, officer, trustee, or an employee has a financial interest. Participation includes discussing as well as voting on a matter and delegating a matter to someone else.

A financial interest may create a conflict of interest whether it is large or small, and positive or negative. In other words, it does not matter if a lot of money is involved or only a little. It also does not matter if you are putting money into your pocket or taking it out. If you, your immediate family, your business, or your employer have or has a financial interest in a matter, you may not participate. The financial interest must be direct and immediate or reasonably foreseeable to create a conflict. Financial interests which are remote, speculative or not sufficiently identifiable do not create conflicts.

Example: A school committee member's wife is a teacher in the Town's public schools. The school committee member votes on the budget line item for teachers' salaries.

Example: A member of a Town affordable housing committee is also the director of a non-profit housing development corporation. The non-profit makes an application to the committee, and the member/director participates in the discussion.

Example: A planning board member lives next door to property where a developer plans to construct a new building. Because the planning board member owns abutting property, they are presumed to have a financial interest in the matter. They cannot participate unless they provide the State Ethics Commission with an opinion from a qualified independent appraiser that the new construction will not affect their financial interest.

In many cases, where not otherwise required to participate, a municipal employee may comply with the law by simply not participating in the particular matter in which they have a financial interest. The employee need not give a reason for not participating.

There are several exemptions to this section of the law. An appointed municipal employee may file a written disclosure about the financial interest with his appointing authority, and seek permission to participate notwithstanding the conflict. The appointing authority may grant written permission if they determine that the financial interest in question is not so substantial that it is likely to affect the integrity of their services to the municipality. Participating without disclosing the financial interest is a violation. Elected employees cannot use the disclosure procedure because they have no appointing authority.

Example: An appointed member of the Town zoning advisory committee, which will review and recommend changes to the Town's by-laws with regard to a commercial district, is a partner at a company that owns commercial property in the district. Prior to participating in any committee discussions, the member files a disclosure with the zoning board of appeals that appointed the employee to their position, and that board gives the employee a written determination authorizing their participation, despite the company's financial interest. There is no violation.

There is also an exemption for both appointed and elected employees where the employee's task is to address a matter of general policy and the employee's financial interest is shared with a substantial portion (generally 10% or more) of the Town's population, such as, for instance, a financial interest in real estate tax rates or municipal utility rates.

Regulatory exemptions. In addition to the statutory exemptions just mentioned, the Commission has created several regulatory exemptions permitting municipal employees to participate in particular matters notwithstanding the presence of a financial interest in certain very specific situations when permitting them to do so advances a public purpose. There is an exemption permitting school committee members to participate in setting school fees that will affect their own children if they make a prior written disclosure. There is an exemption permitting Town clerks to perform election-related functions even when they, or their immediate family members, are on the ballot, because clerks' election-related functions are extensively regulated by other laws. There is also an exemption permitting a person serving as a member of a municipal board pursuant to a legal requirement that the board have members with a specified affiliation to participate fully in determinations of general policy by the board, even if the entity with which he is affiliated has a financial interest in the matter. Other exemptions are listed in the Commission's regulations, available on the Commission's website.

Example: A municipal Shellfish Advisory Board has been created to provide advice to the Board of Selectmen on policy issues related to shell-fishing. The Advisory Board is required to have members who are currently commercial fishermen. A board member who is a commercial fisherman may participate in determinations of general policy in which they have a financial interest common to all commercial fishermen, but may not participate in determinations in which they alone have a financial interest, such as the extension of the employee's own individual permits or leases.

(e) False claims. Presenting a false claim to your employer for a payment or benefit is prohibited and causing someone else to do so is also prohibited. (See Sections 23(b)(4) and 26)

A municipal employee may not present a false or fraudulent claim to his employer for any payment or benefit worth \$50 or more or cause another person to do so.

Example: A public works director directs their secretary to fill out time sheets to show them as present at work on days when they were skiing.

(f) Appearance of conflict. Acting in a manner that would make a reasonable person think you can be improperly influenced is prohibited. (See Section 23(b)(3))

A municipal employee may not act in a manner that would cause a reasonable person to think that the employee would show favor toward someone or that they can be improperly influenced. Section 23(b)(3) requires a municipal employee to consider whether their relationships and affiliations could prevent them from acting fairly and objectively when performing their duties for the Town. If the employee cannot be fair and objective because of a relationship or affiliation, they should not perform their duties. However, a municipal employee, whether elected or appointed, can avoid violating this provision by making a public disclosure of the facts. An appointed employee must make the disclosure in writing to their appointing official.

Example: A developer who is the cousin of the chair of the conservation commission has filed an application with the commission. A reasonable person could conclude that the chair might favor their cousin. The chair files a written disclosure with their appointing authority explaining the relationship with their cousin prior to the meeting at which the application will be considered. There is no violation of Sec. 23(b)(3).

(g) Confidential information. Improperly disclosing or personally using confidential information obtained through your job is prohibited. (See Section 23(c))

Municipal employees may not improperly disclose confidential information or make personal use of non-public information they acquired in the course of their official duties to further their personal interests.

### III. After-hours restrictions.

(a) Taking a second paid job that conflicts with the duties of your municipal job is prohibited. (See Section 23(b)(1))

A municipal employee may not accept other paid employment if the responsibilities of the second job are incompatible with his or her municipal job.

Example: A police officer may not work as a paid private security guard in the Town where they serve because the demands of their private employment would conflict with their duties as a police officer.

(b) Divided loyalties. Receiving pay from anyone other than the Town to work on a matter involving the Town is prohibited. Acting as agent or attorney for anyone other than the Town in a matter involving the Town is also prohibited whether or not you are paid. (See Sec. 17)

Because Cities and Towns are entitled to the undivided loyalty of their employees, a municipal employee may not be paid by other people and organizations in relation to a matter if the Town has an interest in the matter. In addition, a municipal employee may not act on behalf of other people and organizations or act as an attorney for other people and organizations in which the Town has an interest. Acting as agent includes contacting the municipality in person, by phone, or in writing; acting as a liaison; providing documents to the Town; and serving as spokesman.

A municipal employee may always represent their own personal interests, even before their own municipal agency or board, on the same terms and conditions that other similarly situated members of the public would be allowed to do so. A municipal employee may also apply for building and related permits on behalf of someone else and be paid for doing so, unless he works for the permitting agency, or an agency which regulates the permitting agency.

Example: A full-time health agent submits a septic system plan that they have prepared for a private client to the Town's board of health.

Example: A planning board member represents a private client before the board of selectmen on a request that Town meeting consider rezoning the client's property.

While many municipal employees earn their livelihood in municipal jobs, some municipal employees volunteer their time to provide services to the Town or receive small stipends. Others, such as a private attorney who provides legal services to a Town as needed, may serve in a position in which they may have other personal or private employment during normal working hours. In recognition of the need not to unduly restrict the ability of Town volunteers and part-time employees to earn a living, the law is less restrictive for "special" municipal employees than for other municipal employees.

The status of "special" municipal employee has to be assigned to a municipal position by vote of the board of selectmen, Town council, or similar body. A position is eligible to be designated as "special" if it is unpaid, or if it is part-time and the employee is allowed to have another job during normal working hours, or if the employee was not paid for working more than 800 hours during the preceding 365 days. It is the position that is designated as "special" and not the person or persons holding the position. Selectmen in Towns of 10,000 or fewer are automatically "special"; selectman in larger Towns cannot be "specials."

If a municipal position has been designated as "special," an employee holding that position may be paid by others, act on behalf of others, and act as attorney for others with respect to matters before municipal boards other than his own, provided that he has not officially participated in the matter, and the matter is not now, and has not within the past year been, under his official responsibility.

Example: A school committee member who has been designated as a special municipal employee appears before the board of health on behalf of a client of his private law practice, on a matter that they have not participated in or had responsibility for as a school committee member. There is no conflict. However, the employee may not appear before the school committee, or the school department, on behalf of a client because they have official responsibility for any matter

that comes before the school committee. This is still the case even if they have recused themselves from participating in the matter in their official capacity.

Example: A member who sits as an alternate on the conservation commission is a special municipal employee. Under Town by-laws, the employee only has official responsibility for matters assigned to them. The employee may represent a resident who wants to file an application with the conservation commission as long as the matter is not assigned to them and they will not participate in it.

(c) Inside track. Being paid by the Town, directly or indirectly, under some second arrangement in addition to your job is prohibited, unless an exemption applies. (See Section 20)

A municipal employee generally may not have a financial interest in a municipal contract, including a second municipal job. A municipal employee is also generally prohibited from having an indirect financial interest in a contract that the Town has with someone else. This provision is intended to prevent municipal employees from having an “inside track” to further financial opportunities.

Example: Legal counsel to the Town housing authority becomes the acting executive director of the authority and is paid in both positions.

Example: A selectman buys a surplus truck from the Town DPW.

Example: A full-time secretary for the board of health wants to have a second paid job working part-time for the Town library. The employee will violate Section 20 unless they can meet the requirements of an exemption.

Example: A Town councilor wants to work for a non-profit that receives funding under a contract with their Town. Unless they can satisfy the requirements of an exemption under Section 20, they cannot take the job.

There are numerous exemptions. A municipal employee may hold multiple unpaid or elected positions. Some exemptions apply only to special municipal employees. Specific exemptions may cover serving as an unpaid volunteer in a second Town position, housing-related benefits, public safety positions, certain elected positions, small Towns, and other specific situations. Please call the Commission’s Legal Division for advice about a specific situation.

#### IV. After you leave municipal employment. (See Section 18)

(a) Forever ban. After you leave your municipal job, you may never work for anyone other than the municipality on a matter that you worked on as a municipal employee.

If you participated in a matter as a municipal employee, you cannot ever be paid to work on that same matter for anyone other than the municipality, nor may you act for someone else, whether paid or not. The purpose of this restriction is to bar former employees from selling to private interests their familiarity with the facts of particular matters that are of continuing concern to their former municipal employer. The restriction does not prohibit former municipal employees from using the expertise acquired in government service in their subsequent private activities.



Example of violation: A former school department employee works for a contractor under a contract that they helped to draft and oversee for the school department.

(b) One-year cooling-off period. For one year after you leave your municipal job you may not participate in any matter over which you had official responsibility during your last two years of public service.

Former municipal employees are barred for one year after they leave municipal employment from personally appearing before any agency of the municipality in connection with matters that were under their authority in their prior municipal positions during the two years before they left.

Example: An assistant Town manager negotiates a three-year contract with a company. The Town manager who supervised the assistant and had official responsibility for the contract but did not participate in negotiating it, leaves their job to work for the company to which the contract was awarded. The former manager may not call or write the Town in connection with the company's work on the contract for one year after leaving the Town.

A former municipal employee who participated as such in general legislation on expanded gaming and related matters may not become an officer or employee of, or acquire a financial interest in, an applicant for a gaming license, or a gaming licensee, for one year after his public employment ceases.

(c) Partners. Your partners will be subject to restrictions while you serve as a municipal employee and after your municipal service ends.

Partners of municipal employees and former municipal employees are also subject to restrictions under the conflict of interest law. If a municipal employee participated in a matter, or if he has official responsibility for a matter, then his partner may not act on behalf of anyone other than the municipality or provide services as an attorney to anyone but the Town in relation to the matter.

Example: While serving on a Town's historic district commission, an architect reviewed an application to get landmark status for a building. Their partners at the architecture firm may not prepare and sign plans for the owner of the building or otherwise act on the owner's behalf in relation to the application for landmark status. In addition, because the architect has official responsibility as a commissioner for every matter that comes before the commission, their partners may not communicate with the commission or otherwise act on behalf of any client on any matter that comes before the commission during the time that the architect serves on the commission.

Example: A former Town counsel joins a law firm as a partner. Because the employee litigated a lawsuit for the Town, their new partners cannot represent any private clients in the lawsuit for one year after their job with the Town ended.

*Last updated January 2021*

## MASSACHUSETTS PREGNANT WORKERS FAIRNESS ACT POLICY

Pursuant to the Pregnant Workers Fairness Act (“the Act”), it is the policy of the Town not to discriminate on the basis of pregnancy and pregnancy-related conditions, such as lactation or the need to express breast milk for a nursing child. The Town shall not treat employees or job applicants less favorably than others based on pregnancy or pregnancy related conditions and shall accommodate pregnant workers in accordance with this Policy.

Upon request for an accommodation from an employee or job applicant capable of performing the essential functions of the position involved, the Town shall engage in a timely, good faith and interactive process with the employee or prospective employee to determine an effective, reasonable accommodation to enable the employee or prospective employee to perform the essential functions of the employee’s job or the position to which the prospective employee has applied.

The Town may require documentation about the need for a reasonable accommodation from an appropriate health care or rehabilitation professional except when the accommodation requested is:

- more frequent restroom, food or water breaks;
- seating;
- limits on lifting more than 20 pounds; and
- private non-bathroom space for expressing breast milk.

The Town may require documentation for an extension of the accommodation beyond the originally agreed-to accommodation.

This policy shall be distributed to all employees.

New employees will receive a copy at the commencement of employment.

An employee who notifies the Town of a pregnancy or condition related to the employee’s pregnancy shall receive a copy of this policy within 10 days.

*Last updated January 2021*

## **PROHIBITION OF SMOKING AND THE USE OF TOBACCO PRODUCTS**

In accordance with Massachusetts General Laws, Chapter 270, Section 22, employees are prohibited from smoking or lighting cigars, cigarettes, pipes or other tobacco products intended for inhalation in any manner or form including the use of electronic cigarettes, electronic cigars, electronic pipes or other similar products that rely on vaporization or aerosolization in Town buildings and vehicles.

Pursuant to Massachusetts law, Police Officers are prohibited from smoking tobacco products.

Employees may smoke only in designated areas at least 20 feet away from Town buildings.

Any employee who wishes to engage in a smoking cessation program is encouraged to contact the Human Resources office or their health care provider.

*Last updated January 2021*

DRAFT

## SOCIAL MEDIA POLICY

*Employees covered by a collective bargaining agreement (CBA) should also refer to their respective CBA to understand their social media policy. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

### I. Purpose

The Town endorses the secure use of social media to enhance communication, collaboration, and information exchange; streamline processes; and foster productivity. This policy establishes the Town's position on the utility and management of social media and provides guidance on its management, administration, and oversight. This policy is not meant to address one particular form of social media, rather social media in general, as advances in technology will occur and new tools will emerge.

### II. Definitions

**Blog:** A self-published diary or commentary on a particular topic that may allow visitors to post responses, reactions, or comments.

**Page:** The specific portion of a social media website where content is displayed and managed by an individual or individuals with administrator rights.

**Personnel:** Individuals employed by the Town without regard to position.

**Post:** Content an individual shares on a social media site or the act of publishing content on a site.

**Profile:** Information that a user provides about himself or herself on a social networking site.

**Social Media:** A category of Internet-based resources that integrate user-generated content and user participation. This includes, but is not limited to, social networking sites (Facebook, Instagram), microblogging sites (Twitter, Nixle), photo- and video sharing sites (Flickr, YouTube, Snapchat, TikTok), wikis (Wikipedia), blogs, and news sites (Digg, Reddit).

**Social Networks:** Online platforms where users can create profiles, share information, and socialize with others using a range of technologies.

**Speech:** Expression or communication of thoughts or opinions in spoken words, in writing, by expressive conduct, symbolism, photographs, videotape, or related forms of communication.

**Users:** Employees who use, control, and/or post on a Town social media account.

**Web 2.0:** The second generation of the World Wide Web focused on shareable, user-generated content, rather than static web pages. Interchangeable with the term "social media."

**Wiki:** Web page(s) that can be edited collaboratively.

### III. On The Job Use

#### a. Town-Sanctioned Pages

- i. All Town social media sites or pages shall be approved by the Town Manager or his or her designee before creation and shall be administered by the Town or as otherwise determined.
- ii. The user for each social media page shall provide the Town Manager or his or her designee with the username and password for the page when the page is created and whenever such log-in credentials are updated.
  1. Users may not use non-work-related e-mail addresses or phone numbers to create a Town social media page.
  2. “Strong” passwords shall be used for all Town social media pages. Passwords must be at least eight (8) characters long with a mix of characters, numbers and letters.
  3. The user for each social media page must change the password every three (3) months and immediately provide the Town Manager or his or her designee with the updated password.
- iii. Where possible, each social media page shall include an introductory statement that clearly specifies the purpose and scope of the Town’s presence on the website.
- iv. Where possible, the page(s) should link to the Town’s official website.
- v. Where possible, social media pages shall clearly indicate they are maintained by the Town and shall have Town contact information prominently displayed.
- vi. Social media content shall adhere to applicable laws, regulations, and policies, including all information technology and records management policies.
- vii. Content is subject to public records laws. Relevant records retention schedules apply to social media content.
- viii. Content must be managed, stored, and retrieved to comply with public records laws, open meeting laws, and e-discovery laws and policies.
- ix. Where possible, social media pages should state that the opinions expressed by visitors to the page(s) do not reflect the opinions of the Town.
- x. Pages shall clearly indicate that posted comments will be monitored and that the Town reserves the right to remove the following content:
  1. Obscenities and vulgar language;
  2. Off-topic comments;

3. Harassing, discriminating and/or threatening comments;
  4. Sexual-based comments;
  5. Comments encouraging illegal activity;
  6. Confidential health information;
  7. Personnel information;
  8. Information that is otherwise exempt from public disclosure.
- xi. Pages shall clearly indicate that any content posted or submitted for posting is subject to public disclosure.
- b. Town-Sanctioned Use
- i. Employees representing the Town or a Town department via social media outlets must conform to the following:
    1. Users must conduct themselves at all times as representatives of the Town and, accordingly, shall adhere to all Town standards of conduct and observe conventionally accepted protocols and proper decorum.
    2. Users must identify themselves as a Town employee.
    3. Users cannot use any Town social media page to engage in conduct that violates any local, state, federal law and/or regulation.
    4. Users cannot disseminate confidential information, including photographs or videos, without express written permission.
    5. Users cannot harass any other employee in violation of the Town's Anti-Discrimination and Harassment Policy.
    6. Users cannot use any Town social media page to conduct political activities or private business.
    7. Users cannot use any Town social media page to post a review or recommendation about another individual, business, cause or otherwise endorse another individual, business or cause.
    8. If a user makes an error in publishing a post to a Town social media page, they must not delete the post, but rather publish a follow-up post that corrects the error.
    9. Users shall observe and abide by all copyright, trademark, and service mark restrictions in posting materials to electronic media.

10. Users cannot block other accounts or delete comments/replies on social media unless they have clearly violated the page's policy against the following content:

- a. Obscenities and vulgar language;
- b. Off-topic comments;
- c. Harassing, discriminating and/or threatening comments;
- d. Sexual-based comments;
- e. Comments encouraging illegal activity;
- f. Confidential health information;
- g. Personnel information;
- h. Information that is otherwise exempt from public disclosure.

11. Employee use of personally owned devices to manage the Town's social media activities or in the course of official duties is prohibited without express written permission from the Town Manager.

12. Information Technology Responsibilities

- a. The Town Manager or his or her designee shall maintain a list of all Town social media accounts and the username, e-mail address, and password of each account.

IV. Personal Use

- a. Employees are free to express themselves as private citizens on social media sites. Employees are reminded that their speech on- or off-duty, made pursuant to their official duties - that is, that owes its existence to the employee's professional duties and responsibilities - is not protected speech under the First Amendment and may form the basis for discipline if deemed detrimental or otherwise inappropriate. Employees should assume that their speech and related activity on social media sites will reflect upon their office and this department.
- b. Employees are prohibited from posting, sharing, etc. on any form of social media, personal or otherwise, while they are working.
- c. Employees are prohibited from using social media to engage in conduct that violates any local, state, federal law and/or regulation.

- d. Employees may not divulge information gained by reason of their authority; make any statements, speeches, appearances, and endorsements; or publish materials that could reasonably be considered to represent the views or positions of the Town without express authorization. When an employee is discussing a matter that is public record on their social media, the Employee must clearly state that any opinion stated is their own.
- e. Employees should be aware that privacy settings and social media sites are constantly in flux, and they should never assume that personal information posted on such sites is protected. Employees should expect that any information created transmitted, downloaded, exchanged, or discussed in a public online forum may be accessed by the Town at any time without prior notice.

V. Discipline

Employees that violate this policy may be subject to discipline, up to and including discharge.

VI. Personnel Responsibility

It is the responsibility of all Employees to familiarize themselves with this policy.

*Last updated January 2021*



## **TRAVEL REIMBURSEMENT POLICY**

*Employees covered by a collective bargaining agreement (CBA) should refer to their respective CBA to determine their travel reimbursement benefits. In the event of a conflict between this policy and the specific terms of a CBA, the terms of the CBA will govern.*

If an employee is required to use their personal vehicle for travel directly related to Town employment, the Town will reimburse the employee for mileage and tolls. Mileage shall be reimbursed at the rate set forth annually by the Internal Revenue Service. To receive reimbursement, employees must submit expense reports which must be approved by the Department Head. Department Heads shall provide expense report forms to employees who qualify for reimbursement.

*Last updated January 2021*

DRAFT

**SECTION IV: EMPLOYEE ACKNOWLEDGEMENT**

**EMPLOYEE ACKNOWLEDGMENT FORM**

The undersigned acknowledges that s/he has received a copy of the following personnel policies of the Town of Great Barrington:

- Attendance
- Bereavement Leave
- Direct Deposit
- Domestic Violence Leave Policy
- Dress Code Policy
- Drug and Alcohol-Free Workplace Policy
- Drug and Alcohol Testing
- Equal Employment Opportunity, Anti-Discrimination and Harassment Policy
- Family and Medical Leave
- Health Insurance
- Holiday Policy
- Inclement Weather Policy
- Information Technology Resources Acceptable Use Policy
- Jury Duty
- Longevity
- Massachusetts Conflict of Interest Law
- Massachusetts Pregnant Workers Fairness Act Policy
- Military Service Leave
- Personal Leave
- Probationary Period
- Prohibition of Smoking and the Use of Tobacco Products
- Separation from Employment
- Sick Leave
- Sick Leave Bank
- Social Media Policy
- Travel Reimbursement Policy
- Vacation Leave
- Work Schedule and Overtime

By signing this Employee Acknowledgment Form, I am acknowledging that I have received a copy of each policy listed. I have read, understand and agree to comply with each policy. I understand that the Town of Great Barrington has the discretion permitted by law to interpret, change, modify, or delete the procedures, and benefits contained in the Personnel Policies at any time without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this Handbook. A copy of this signed acknowledgment will be maintained in my Personnel File.

\_\_\_\_\_  
Employee Name (print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

# 6, e.

**EXECUTIVE SUMMARY**

**TITLE:** Subordination of a lien imposed by FY14 Housing Rehabilitation Program  
390 Maple Avenue, Sheffield

**BACKGROUND:** Through a FY14 CDBG Housing Rehabilitation Program, Great Barrington granted funds to homeowners who needed to make repairs to their homes to address structural, safety, and code issues. This was a regional program led by Great Barrington, with funds granted to homeowners in both Great Barrington and Sheffield, and the Town of Great Barrington was the holder of all liens required under the program. Grants to homeowners are structured as deferred payment loans, under which the homeowners' obligation to repay the grant would decrease over a period of 15 years, at which time it would be forgiven.

One property with such a lien is 390 Maple Avenue in Sheffield. The property owner is requesting that Great Barrington subordinate this lien to a new, refinanced mortgage. A refinanced mortgage will allow the owners to take advantage of low interest rates.

**RECOMMENDATION:** The Selectboard vote to subordinate the lien and authorize the Town Manager to sign the subordination document.


**WRITTEN BY:**

  
Assistant Town Manager /

Director of Planning and Community Development

**DATE:** 1/22/21

**APPROVED BY:**

  
Town Manager

**DATE:** 1-22-21

# 6, e.

SE 1/25/21

**SUBORDINATION OF REAL PROPERTY LIEN**

LOCUS: 390 Maple Ave, Sheffield, MA 01257

The Town of Great Barrington, present holder of a real property lien on the property located at 390 Maple Ave, Great Barrington, Berkshire County, Massachusetts ("Premises") pursuant to a grant through the FY14 Great Barrington-Sheffield CDBG Housing Rehabilitation Program to Aimee Michel and John Lawson dated August 28, 2015 and recorded October 27, 2015 with the Southern Berkshire Registry of Deeds in Book 2329, Page 92, ("Subordinated Real Property Lien"), for no consideration paid, by vote of its Selectboard, hereby subordinate the Subordinated Real Property Lien and the obligations secured thereby to a mortgage covering the Premises given by Lee Bank dated \_\_\_\_\_, 2021, in the principal amount of \*\*\* (\$ \_\_\_\_\_) ("New Mortgage") recorded in the Southern Berkshire Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, to the same extent as if the New Mortgage had been executed and recorded before the execution and recording of the Subordinated Real Property Lien. Executed as a sealed instrument this \_\_\_\_ day of February, 2021, by Mark Pruhenski, Town Manager.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mark Pruhenski

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

On this \_\_\_\_\_ day of February, 2021, before me, the undersigned notary public, personally appeared Mark Pruhenski, Town Manager of the Town of Great Barrington, MA, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

3



### FY14 Great Barrington-Sheffield CDBG Housing Rehabilitation Program REAL PROPERTY LIEN

We, Aimee Michel & John Lawson (OWNERS), of 390 Maple Avenue, Sheffield, MA 01257 (herein referred to as the GRANTOR) for consideration paid, grant to the Town of Great Barrington, acting by and through its FY14 GREAT BARRINGTON-SHEFFIELD CDBG HOUSING REHABILITATION PROGRAM, 1 Fenn Street, Pittsfield, in said County and Commonwealth, on this August 28, 2015, a real property lien and charge upon the land together with the building thereon situate, located at 390 Maple Avenue in said Town, (hereafter referred to as the "Premises") and being more particularly described as follows:

A parcel of land containing about 0.88 acres with a building thereon, situated on Maple Avenue and numbered 390 on said street, same being recorded in Southern Berkshire Registry of Deeds, Book No. 1909, Page No. 136.

WHEREAS: This lien is granted to secure the obligation of the GRANTOR to the Town of Great Barrington, pursuant to the 'Agreement between Property Owner and FY14 Great Barrington-Sheffield CDBG Housing Rehabilitation Program' dated June 22, 2015. Pursuant to that agreement the FY14 GREAT BARRINGTON-SHEFFIELD CDBG HOUSING REHABILITATION PROGRAM has provided funds to the GRANTORS in the amount of \$18,588.00 for rehabilitation of the Premises as referenced above.

A. That, if in the event the Grantors sell or transfer title to said Premises in any manner other than by mortgage deed within fifteen (15) years from the date of their real property lien first mentioned above, the Grantors agree to pay to the Town of Great Barrington a sum to be determined in the following manner:

"Anniversary date" shall be defined as the date one year from the signing of this agreement and from year to year thereafter until 2030.

"Obligation" shall be defined as the amount of funds provided to the Grantors pursuant to the agreement.

Within one year	100%	Within nine years	35%
With two years	90%	Within ten years	30%
Within three years	80%	Within eleven years	25%
Within four years	70%	Within twelve years	20%
Within five years	60%	Within thirteen years	15%
Within six years	50%	Within fourteen years	10%
Within seven years	45%	Within fifteen years	5%
Within eight years	40%	After fifteen years	forgiven

Property Address: 390 Maple Avenue, Sheffield, MA 01257

THEREAFTER, the Grantors will be under no obligation to repay any funds. In the event of mortgage foreclosure of the rehabilitation property within fifteen (15) years, the obligation to repay the funds shall automatically terminate.

B. That, if no sale or transfer of title to said Premises occurs prior to the fifteenth anniversary date first mentioned above, this real property lien shall be automatically discharged. After such date, the Grantors shall be under no obligation to repay any funds received pursuant to the agreement and the interest to the Town of Great Barrington shall be terminated. Anything herein contained to the contrary notwithstanding, however, the Grantors or their assigns, successors, heirs, personal representatives, executors, administrators, as the case may be, shall be under no obligation to repay any funds granted hereunder as a result of the following transactions, whether or not they occur within the aforesaid fifteen (15) year period:

1. a transfer from one grantor to the other;
2. a transfer from one grantor to the grantor and his or her spouse;
3. a transfer from the grantors to the grantor's child or children as long as the grantor retains a life estate in the Premises;
4. a transfer through will or intestacy to an heir or beneficiary of the grantor(s) so long as their heir or beneficiary retains the said property and does not transfer it to a third party within the aforesaid fifteen (15) year period.

WITNESS our hands and seals on the days and date first above written.

GRANTOR:

Aimee Michel  
Aimee Michel, Owner

John K Lawson  
John Lawson, Owner

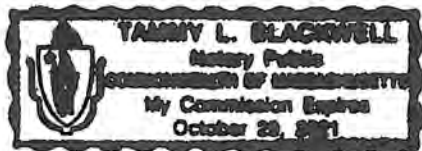
COMMONWEALTH OF MASSACHUSETTS

Berkshire, SS.

On this 28<sup>th</sup> of August, 2015 before me, the undersigned notary public, personally appeared Aimee Michel, proved to me through satisfactory evidence of identification, which was known to me, to be the person described in and whose name is signed on the preceding document, and acknowledged to me that she executed the same as her free will and deed.

Tammy Blackwell  
Notary Public

My Commission Expires: Oct 29, 2021



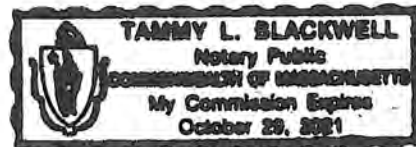
COMMONWEALTH OF MASSACHUSETTS

Berkshire, SS.

On this 28<sup>th</sup> of August, 2015 before me, the undersigned notary public, personally appeared John Lawson, proved to me through satisfactory evidence of identification, which was known to me, to be the person described in and whose name is signed on the preceding document, and acknowledged to me that he executed the same as his free will and deed.

Tammy L. Blackwell  
Notary Public

My Commission Expires: Oct 29, 2021



FY14 GREAT BARRINGTON-SHEFFIELD CDBG HOUSING REHABILITATION PROGRAM

BY: Patricia Mullins  
Patricia Mullins, Program Manager

*Return to: Great Barrington-Sheffield CDBG Housing Rehabilitation Program, c/o Berkshire Regional Planning Commission, 1 Fenn Street, Suite 201, Pittsfield, MA 01201*

**ATTEST: Berkshire South Wanda M. Beckwith Register**