

TOWN OF HEATH

MASSACHUSETTS



SELECT BOARD

MEETING MINUTES - TOWN OF HEATH SELECT BOARD

This meeting was held on Tuesday, July 28, 2026, at 4:30PM.
JACOBS ROAD MUNICIPAL CENTER – CAFETERIA - 18 JACOBS ROAD HEATH, MA 01346

Called to order at 4:33PM with Robyn Provost (Chair), Elissa Viarengo (Member), William Emmet (Member), and Mia Francesconi (Town Coordinator) present.

Others present included Tyson Howard (Highway Superintendent), Johnny Depin (Greenfield Recorder), Ned Wolf (Finance Committee), Barbara Gordon, Devon Clark, Pat McGahan, Bill Fontes, Robert McGahan (Finance Committee), Corinne Coryat (Candidate for State Representative, 1st Franklin District), Lucy Postera, Brian DeVriese, Charles Schnell (Walter Cudnohovsky Associates, Inc.), and Susan Lively.

R. Provost announced that the meeting was being audio recorded.

Review Agenda

4:30PM: Tyson Howard, Highway Superintendent – Number Nine Road; Guardrail on Route 8A; Flagg Hill Road Branch; Town Center Kiosk; General Discussion

T. Howard presented the attached document entitled #9 Rd Paving and FDR. He explained that he had solicited quotations for full-depth reclamation and paving from the vendors contracted to perform such services. For the section of Number Nine Road from the Vermont border to Groll Road, he recommended that full-depth reclamation be completed and 2.5" of hot-mix asphalt be applied over the reclaimed surface. He recommended a different process for Groll Road to Route 8A called a "drag shim" that would temporarily fix the worst sections until a funding source could be identified to reclaim and pave the section in the same manner as the first section. Ideally, this funding source would also pay for a topcoat of hot-mix asphalt over the entire road surface. M. Francesconi was investigating grant opportunities for this work. R. Provost asked T. Howard if he had evaluated the cross-culverts on Number Nine Road and if any of the culverts needed to be replaced. T. Howard explained that the Highway Department had already replaced one of the culverts and would continue to replace the culverts until reclamation began. R. Provost suggested that T. Howard look for the culvert condition report that had been obtained prior to his employment with the Town to see which culverts on Number Nine Road the report identified as needing replacement. T. Howard explained that the overhead doors at the Highway Garage and Fire Department would be replaced the following week. He was still waiting to hear back from the company who would be replacing the guardrail on Route 8A.

5:00PM: Corinne Coryat, Candidate for State Representative, 1st Franklin District – Problems Faced by Rural Communities; Question & Answer

C. Coryat introduced herself to all present, explaining that she was former Representative Natalie Blais' Chief of Staff. She worked on most of Blais' bills, including one to create a building authority for town

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buildings and public safety complexes. The public safety complex idea had gained traction as it would be funded with cannabis tax revenue; a relatively new revenue stream for Massachusetts. Though the bill gained traction, it did not pass. She plans to file the bill again if she is elected. She stated that the State needs to revisit Chapter 70 funding to increase State contributions to rural school budgets. She hopes that an increase in funding would better the education system; therefore, attracting more young families to the area. She noted the problems with the Payment In Lieu Of Taxes (PILOT) Program, primarily the difference between PILOT rates in the eastern versus western end of the State. W. Emmet explained the issues that rural Massachusetts fire departments face due to the law that limits service to the maximum age of sixty-five. C. Coryat explained that the law was intended for career firefighters, not volunteer firefighters. She acknowledged the problems caused by this law and the process that towns must follow for each firefighter to increase the age to seventy, noting that she was in support of changing the process.

Public Comment

B. Fontes asked if the Board knew when work on the bridge carrying Route 8A over West Branch Brook would be complete. M. Francesconi explained that she had not received any official correspondence regarding the timing of project completion but had heard that work would be completed in December.

Meeting Minutes: 07/14/2026

A motion was made by E. Viarengo and seconded by W. Emmet to approve the meeting minutes from July 14, 2026, as amended.

Vote: Unanimous

Motion Carries: 3-0

Accounts Payable/Payroll Warrants

Approved by signature.

National Grid 3-Phase Project – Complaints, Progress, & Smart Meters

M. Francesconi explained that she had communicated the complaints made at the previous meeting to National Grid via email. She had not received a response about the smart meter complaints but was informed that the guy wire issue was addressed with the complainant who confirmed that the new guy wire location was satisfactory and would not impede access to the property. M. Francesconi was informed by National Grid that a group would be going out to look for the leftover slash/debris, but she hadn't received any updates since. B. Fontes noted that there were large logs left on the side of the road in a dangerous location. He had taken photographs of the logs and would email them to M. Francesconi who will inform National Grid of the situation.

Heath Salt Shed Retaining Wall Contract – Review/Consider Contract & Commencement Date from W. R. Hillman, LLC for Approval – Vote Anticipated

A motion was made by E. Viarengo and seconded by W. Emmet to approve the commencement date of August 25, 2026, and to enter into a contract (the Agreement) with W R HILLMAN LLC for the construction of the Heath Salt Shed Retaining Wall (the Work) for the contract sum of \$24,905.00.

Vote: Unanimous

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Motion Carries: 3-0

FY '27 Memorandum of Understandings (MOUs) for All District Services; Franklin County Solid Waste Management District (FCSWMD) – Review, Approve, & Sign – Vote Anticipated

A motion was made by E. Viarengo and seconded by W. Emmet to approve the FY '27 Memorandum of Understandings (MOUs) for All District Services from the Franklin County Solid Waste Management District (FCSWMD).

Vote: Unanimous

Motion Carries: 3-0

FCSO Regional Animal Control & Dog Shelter Services – Review/Approve FY '27 Agreements – Vote Anticipated

A motion was made by E. Viarengo and seconded by W. Emmet to approve the FY '27 Agreements with the Franklin County Sheriff's Office (FCSO) for Regional Animal Control and Dog Shelter Services.

Vote: Unanimous

Motion Carries: 3-0

New Mileage Reimbursement Rate from the IRS: 76 Cents/Mile – Review/Approve – Vote Anticipated

A motion was made by E. Viarengo and seconded by W. Emmet to accept the new mileage reimbursement rate set by the IRS of 76 cents/mile.

Vote: Unanimous

Motion Carries: 3-0

Town of Colrain Surplus Police Cruiser – Updates & Discussion

M. Francesconi explained that she had received a phone call from an employee of the Town of Colrain asking why the Heath Select Board was looking for used pickup trucks for the Fire Chief when they had submitted an offer for Colrain's surplus police cruiser. M. Francesconi had explained to the employee that the Heath Select Board was investigating whether a used pickup truck would be within budget because the Board had received an email from the Fire Chief explaining that he would prefer a pickup truck over an SUV because he likes to keep equipment such as chainsaws and gasoline in his Chief's vehicle which he felt would be more safely stored in the bed of a pickup truck than in the passenger compartment of an SUV; however, the Board was still interested in the surplus police cruiser. M. Francesconi asked W. Emmet if he had any luck finding used pickup trucks within budget. W. Emmet stated that he had not found anything and expressed his belief that the Town would not be able to find a pickup truck in good condition within the budget set at the Special Town Meeting in December.

6:00PM: Walter Cudnohovsky Associates, Inc. – Accessibility Plan Proposal for Town Center: Presentation & Discussion

C. Schnell presented the attached document entitled *Proposal for Services in Planning and Design for: Accessibility Plan for the Historic Village Center of Heath, Massachusetts*. He explained that Walter Cudnohovsky Associates had been asked to look at accessibility from a site and landscape perspective. They proposed that this be done in three phases. The first phase would include an assessment of existing

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conditions and the creation of a baseline drawing. The second phase would be centered around planning and design. This would include the assessment of priority areas and practical solutions, community engagement, and the creation of an 80% to 90% design development plan set. The third phase would include the creation and delivery of the final plan set and narrative, including an implementation plan. C. Schnell noted that throughout the creation of the final plan set and narrative, Walter Cudnohovsky Associates would remain mindful of the historic architecture in Town Center while designing the visual aspect of the accessibility improvements. The estimated fee for services was \$30,360. Members thanked C. Schnell for his time, noting that they would be looking for funding sources for these services.

Western Franklin County EMS Regionalization Initiative – Updates on Progress from Regional Meetings; Review Options Provided by FRCOG

M. Francesconi explained that she was regularly attending meetings regarding the regionalization of emergency medical services in western Franklin County. The directors of the ambulance services currently serving the area are concerned with the long-term viability of their services and have begun these discussions to collectively create a solution that is sustainable, fair to all, and provides an increased level of service. She stated that the group was evaluating numerous options and she will update the Board as information becomes available.

September/October Meeting Schedule – Review & Set

Members set the meeting schedule for September, October, November, and December.

While subject to change, the schedule was set as follows:

- Tuesday, September 8, 2026, at 5:00PM
- Tuesday, September 22, 2026, at 5:00PM
- Wednesday, October 7, 2026, at 5:00PM
- Tuesday, October 13, 2026, at 5:00PM
- Tuesday, October 27, 2026, at 5:00PM
- Tuesday, November 10, 2026, at 5:00PM
- Tuesday, November 24, 2026, at 5:00PM
- Tuesday, December 8, 2026, at 5:00PM
- Tuesday, December 22, 2026, at 5:00PM

Town Coordinator Updates

M. Francesconi summarized the attached document entitled *Town Coordinator Updates, July 28, 2026*.

Mail

- T. Howard (Highway Super.) re. FDR & Binder Quotes Number Nine Road
- T. Howard (Highway Super.) re. Guardrail Replacement Quote Route 8A
- G. Merandi (MassDOT) re. Route 8A & Municipal Pavement Program
- V. Gary re. New Guide Wire Blocking Driveway on Avery Brook Road
- D. Nietzsche (FRCOG) re. Western Franklin Cty. EMS Regionalization Options

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- R. Hillman re. Heath Salt Shed Retaining Wall Project Commencement Date
 - FCSWMD re. FY '27 All District Services MOUs & Attachments
 - FCSO re. Regional Animal Control Services FY '27 Agreement
 - FCSO re. Regional Dog Shelter Services FY '27 Agreement
 - IRS re. July 1st to December 31st (2026) Mileage Rate
 - Information re. Town of Colrain Surplus Police Cruiser
 - A. Wozniak re. Planning Board Abutters Notice Return Addresses
 - M. Maloni (FRCOG) re. Website ADA/WCAG Compliance Project Update
 - S. Gruen (Board of Health) re. PVMCD EPI Week 27 Report
 - S. Gruen (Board of Health) re. PVMCD EPI Week 28 Report
 - J. Atwood (FRCOG) re. Planning Department Updates July 2026
 - FCSWMD re. July Recycling AMV & Revenue
 - KPLAW re. eUpdate on FY '27 Budget & G.L. 40A Amendments
 - D. Finn (DOER) re. Clean Energy Siting & Permitting

New business that could not be anticipated 48 hours prior to the meeting

None.

Next Meeting: Tuesday, August 11, 2026, 5:00PM

Meeting Adjournment

A motion was made by W. Emmet and seconded by E. Viarengo to adjourn the meeting of the Select Board at 7:57PM.

Vote: Unanimous

Motion Carries: 3-0

Respectfully submitted,



Mia Francesconi, Town Coordinator
Town of Heath

ATTACHMENTS NOT INCLUDED IN MAIL:

- Sign-In Sheet – July 28, 2026
- “#9 Rd Paving and FDR” from Highway Superintendent
- Email Thread Entitled “Re: Representation ?”
- BLANK Agreement with W R HILLMAN LLC

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- *“Proposal for Services in Planning and Design for: Accessibility Plan for the Historic Village Center of Heath, Massachusetts” by Walter Cudnohovsky Associates, Inc.*
 - *Town Coordinator Updates, July 28, 2026*

Heath
Select Board Meeting

DATE: July 28, 2026

Please Sign In

Name (please print)

PRINT NAME

Tyson Howdell

Johnny Depina

Ned Wolf

Barbara Gorda

Devon Clark

Pat McGahan

Bill Fontes

Robert McGahan

Corinne Pongiat

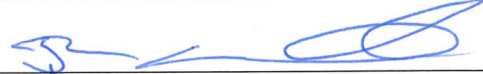
Lucas Foster

BRIAN DE VRIESE

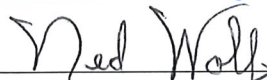
Charles Small

Susan Lively

SIGN



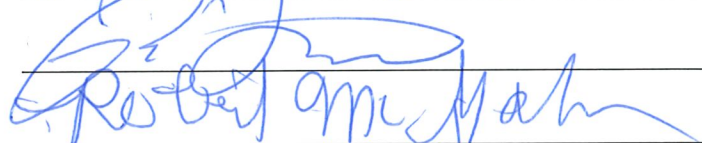


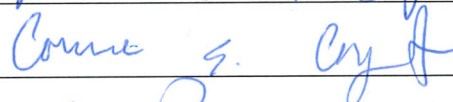




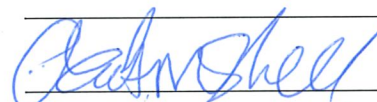


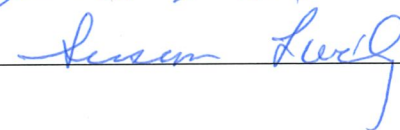












#9 Rd Paving and FDR.

Stage 1 fdr-(state line to the Shrine)-36,546.25

Stage 2 fdr-(Shrine to Groll rd)-19,093.75

Paving

Stage 1 paving 156,555.00 (193,101.25 with Fdr)

Stage 2 paving 94,430.00 (113,523.75 with Fdr)

Stage 1 and 2 total=306,625.00

Stage 3 (no Fdr) Drag shim of .5 inch than 1.5 in base on top = 201,372.40(appx)

Total rd would be Appx = 507,997.40

Re: Representation ?

From Virginia Gary <vigary333@gmail.com>

Date Fri 7/24/2026 2:14 PM

To BOS <BOS@townofheath.org>

No problem, I met with national grid last week by myself, there was a team of about 6 people, Dean was the head person, we moved the wire to inside the stone wall and closer to our field to allow more room over head for trucks to clear going under the guide wire. I am continuing to wait for a load of wood that national grid removed from my property and didn't give to me. They are working on getting me a load, but know it's been since the winter that they have cut the wood and not given me any. I have been very upfront with them about it and hope to hear from John hall and Stanley wood removal company soon. Thanks for getting back to me. I will keep you posted about my work with them.

Sent from my iPhone

On Jul 24, 2026, at 1:15 PM, BOS <BOS@townofheath.org> wrote:

Hello, Virginia.

I wanted to apologize for my lack of response to your emails. I thought that I responded saying that I received them, but I never did.

Anyways, I wanted to let you know that there will be a discussion during Tuesday's Select Board meeting about some of the issues with the 3-Phase Project that National Grid is carrying out. I have been in touch with National Grid regarding these issues, including yours, and expect to have a response/update from them by Tuesday, but the discussion at the Select Board meeting will happen regardless of whether we have a response from them in hand.

You are welcome to attend the meeting if you feel so inclined. Our last appointment begins at 6:00PM, so I anticipate discussion on this topic to begin at some point after that, though I cannot guarantee that discussion will not occur earlier if an appointment ends early.

I have added your photos and emails to the Select Board mail packets.

Best,

Mia Francesconi

Town Coordinator

Email bos@townofheath.org

Phone (413) 337-4934 Ext. 000

Address PO Box 35, 18 Jacobs Road Heath, MA 01346

Website www.townofheath.org



Outlook

RE: [EXTERNAL] HEATH - 3-Phase Project Questions/Concerns

From Robert Ide <Robert.Ide@nationalgrid.com>

Date Fri 7/24/2026 4:50 PM

To BOS <BOS@townofheath.org>; Aaron L'Esperance <Aaron.LEsperance@nationalgrid.com>

Cc Robyn Provost <robyn@mowryandschmidt.com>; Robyn Provost <robyn@townofheath.org>

Hello Mia,

RE 1019W1 Improvement Project

On July 16th, National Grid met with the abutter regarding the placement of the guy wire. Understandably, the crews did not recognize that the original position could be problematic. Both parties reached an agreement. Presently, National Grid is formalizing the arrangement, & we anticipate the guy wire will be repositioned within two weeks. Jean Charles is & has been in contact with the abutter.

Regarding the debris, National Grid met with the abutter on July 16th; thereafter the debris was promptly removed. Regrettably, this issue arose from an assumption: the tree had been requested by the tree warden &, as is typical practice, the town disposes of the tree. Our forestry supervisors will patrol the project route for any missed debris; if any is found, it will be addressed. Jean Charles is & has been in contact with the abutter.

We have proactively engaged with abutters & the public, sharing Jean Charles's contact information as the primary contact for residents. Crews will refer questions to Jean, who will respond promptly. If matters are escalated to you, or if town staff have questions, contact me & I will coordinate; please note I may be limited in what I can disclose for private matters.

While we experienced delays & disruptions from storm restoration efforts (e.g., mutual aid with Eversource) & weather delays, National Grid's work in support of the *1019W1 Improvement Project* in Heath is targeted for completion on August 7th.

Please let me know if you have any questions.

Robert P. Ide
Lead, Stakeholder Engagement – Corporate Affairs
National Grid
413-800-5054 | robert.ide@nationalgrid.com

P.S. I will address the AMI concerns, once I have sufficient information.

From: BOS <BOS@townofheath.org>

Sent: Friday, July 24, 2026 1:02 PM

To: Robert Ide <Robert.Ide@nationalgrid.com>; Aaron L'Esperance <Aaron.LEsperance@nationalgrid.com>

Cc: Robyn Provost <robyn@mowryandschmidt.com>; Robyn Provost <robyn@townofheath.org>

Subject: Re: [EXTERNAL] HEATH - 3-Phase Project Questions/Concerns

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe. If you suspect this email is malicious, please use the 'Report Phish' button.

Robert,

That is totally fine.

I appreciate you looking into this, and I look forward to hearing from you.

Best,

Mia Francesconi
Town Coordinator

Email bos@townofheath.org
Phone (413) 337-4934 Ext. 000
Address PO Box 35, 18 Jacobs Road Heath, MA 01346
Website www.townofheath.org

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From: Robert Ide <Robert.Ide@nationalgrid.com>
Sent: Friday, July 24, 2026 12:51 PM
To: BOS <BOS@townofheath.org>; Aaron L'Esperance <Aaron.LEsperance@nationalgrid.com>
Cc: Robyn Provost <robyn@mowryandschmidt.com>; Robyn Provost <robyn@townofheath.org>
Subject: RE: [EXTERNAL] HEATH - 3-Phase Project Questions/Concerns

Good afternoon Mia,

Thank you for letting us know. This is precisely why I am here. Would you please, allow me time to review them in detail & connect with colleagues who are closer to these matters?

Robert P. Ide
Lead, Stakeholder Engagement – Corporate Affairs
National Grid
413-800-5054 | robert.ide@nationalgrid.com

From: BOS <BOS@townofheath.org>
Sent: Friday, July 24, 2026 12:15 PM
To: Robert Ide <Robert.Ide@nationalgrid.com>; Aaron L'Esperance <Aaron.LEsperance@nationalgrid.com>
Cc: Robyn Provost <robyn@mowryandschmidt.com>; Robyn Provost <robyn@townofheath.org>
Subject: [EXTERNAL] HEATH - 3-Phase Project Questions/Concerns

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Good afternoon.

I'm reaching out to share some concerns that were recently communicated to the Select Board.

3-Phase Project

I'd like to request an update on the progress made at the meetings held with property owners on Avery Brook Road last week regarding unresolved issues related to the 3-Phase Project, including updates on the guide wire placement and the slash/debris left over from tree work last Fall as I've received specific complaints about each of those issues.

Given these complaints, I would imagine that other residents of Avery Brook Road and the surrounding area might have experienced similar issues, so we'd like to see an explanation of how National Grid plans to resolve them.

AMI (Smart Meters)

We (John McDonough, Nicholas Anzuoni, and I) were informed by National Grid that residents would receive notification that a smart meter would be installed at their home approximately two weeks ahead of installation. Unfortunately, it seems that this has not been consistent, and many residents have not received any communication whatsoever regarding the installation of a smart meter in roughly six months.

It also seems that when the National Grid technicians arrive to install a smart meter, the manner in which they approach the situation varies drastically. Sometimes, they knock on the door. If no one answers the door, they either go ahead and install the smart meter, then leave a door knocker that says it was installed, or they leave a door knocker that says that they'll try again another day. When the door is answered, it seems that they offer opting-out as an option. Other times, they never knock on the door and just go ahead and install the smart meter with door knockers occasionally being left afterwards confirming that a smart meter was installed.

I'm not sure whether all the smart meters have been installed yet, but it seems that the solution to this problem would simply be to approach each installation in a consistent manner. If one resident is verbally informed that opting out is an option, shouldn't every resident be afforded that opportunity? It also seems inappropriate, not to mention unsafe for the technician, to be entering onto private property without permission to install the smart meter. I'm sure there's a clause somewhere in the service agreement for the property that allows this, but I think we can all safely assume that most people don't read the fine print.

We believe that residents have the right to be informed that this installation is happening and that they have the option to opt-out, so we need to make sure that these installations are being approached in a safe and equitable manner, and I welcome any information that you both can give me on this subject.

If I should direct these questions/concerns elsewhere, please let me know.

Best,

Mia Francesconi

Town Coordinator

Email bos@townofheath.org

Phone (413) 337-4934 Ext. 000

Address PO Box 35, 18 Jacobs Road Heath, MA 01346

Website www.townofheath.org

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TOWN OF HEATH, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__ by and between the TOWN OF HEATH, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 18 Jacobs Road, Heath, Massachusetts, hereinafter referred to as the "TOWN", and W R HILLMAN LLC, a Domestic Limited Liability Company having a usual place of business at 230 Main Street, Shelburne Falls, Massachusetts, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of written responses for the construction of the Heath Salt Shed Retaining Wall (retaining wall), hereinafter the "Project"; and

WHEREAS, the CONTRACTOR submitted a Written Response to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the SCOPE-OF-WORK, the Plans and Specifications, the Commonwealth of Massachusetts Department of Labor Standards Prevailing Wage Schedule and the CONTRACTOR's Written Response. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of the construction of a retaining wall as described in the plans and specifications from Walter Cudnohovsky Associates entitled "Heath Salt Shed" and dated October 15, 2024, as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from the date of this Agreement and shall expire on November 1, 2026, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
 - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of twenty-four thousand nine hundred five dollars and 00/100 cents (\$24,905.00).

- B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.
- C. Neither the TOWN's review, approval, or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.
- D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).
5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligent or intentional acts or omissions of the CONTRACTOR, or the CONTRACTOR's agents or employees. This obligation shall survive the termination or expiration of this Agreement.
9. INSURANCE.
- A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
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Property Damage Liability \$ 500,000 per occurrence
(or combined single limit) \$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

- B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.
10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided

herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of its operation under this Contract in such detail and with such information as the TOWN may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State, and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, including the provisions of M.G.L. c. 30, § 39S(a) (Labor Harmony and OSHA Training Certification Requirements) and M.G.L. c. 149, §§ 26-27 (Prevailing Wage Requirements), and shall be responsible for obtaining all necessary licenses required for the performance of such work. The TOWN shall be responsible for all permits and approvals necessary for the performance of such work.

MA Prevailing Wages ARE REQUIRED FOR THIS PROJECT

The CONTRACTOR shall comply and shall cause all Subcontractors to comply with M.G.L. c. 149 § 27B, which requires that a true and accurate record be kept of all persons employed on the project for which the prevailing wage rates have been provided. The CONTRACTOR and all Subcontractors shall keep these records and

preserve them for a period of six years from the date of completion of the Agreement. The CONTRACTOR shall, and shall cause its Subcontractors to submit weekly copies of their weekly payroll records to the TOWN. Attention is directed to the referenced Commonwealth of Massachusetts Department of Labor Standards Prevailing Wage Schedule. All requirements for reporting and posting wages shall be followed by the CONTRACTOR when required.

CONTRACTOR shall provide OSHA certifications of any personnel on site when requested by the TOWN or with submittal of first Certified Payroll per M.G.L. c. 30, § 39S(a) and M.G.L. c. 149. CONTRACTOR certifies that all of their employees who will be employed at the work site have successfully passed the OSHA approved 10-hour safety course, and they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation
is available in the amount of this
Contract.

TOWN OF HEATH, MASSACHUSETTS:

By its SELECT BOARD,

Town Accountant

Robyn Provost, Chair

Elissa Viarengo

William Emmet

W. R. HILLMAN LLC:

Richard J. Hillman
Signature

Richard J. Hillman
Name and Title
Member / Manager

Proposal for Services in Planning and Design for:

Accessibility Plan for the Historic Village Center of Heath, Massachusetts

Prepared for:

Town of Heath, Massachusetts

Prepared by:

Walter Cudnohufsky Associates, Inc- Landscape Architects and Planners

Ashfield, MA

Date:

July 28, 2026

Summary

The Town of Heath is committed to creating a community that is welcoming, accessible, and inclusive for residents and visitors of all ages and abilities. As a rural hilltown with a rich historic heritage that is valued and celebrated by the residents, Heath's Village Center remains as the cultural, and social heart of the community. Over the years several key civic buildings have been reestablished on property located off Jacobs Road where the Town Offices, the Heath Free Public Library and the Heath Elementary School. However, the Post Office, Church, Community Hall and several historic buildings anchor the Village Center and it still remains an important part of the daily life and rituals of the townspeople. There is a simple rural elegance to the balance between the continuity of open common space and the unique mix of building architecture that define the Village Center. While preserving this distinct character of the Village Centers Nationally Registered Historic District status remains a priority, improving accessibility is essential to ensuring safe equitable access to public spaces, municipal facilities, and community events. The Town also realizes the importance of taking steps towards enhancing opportunities to generate rental revenue, co-working/incubator space or other similar services for citizens and visitors that will ensure a vital and sustainable Village Center for many years.

This proposal establishes a framework for preparing a comprehensive Accessibility Plan for the Heath Village Center portion of the Registered Historic District. The planning and design process will build off of a privately funded Accessibility Study for Sawyer Hall and a more recent Accessibility Study that focused on the primary municipal properties within the Village

Center to confirm and record the barriers to accessibility, recommend practical improvements, prioritize projects based on need and available resources, and provide materials, in written report and drawing form, that will support project budgeting and implementation efforts, and future applications for project funding.

The proposed planning and design process recognizes that accessibility and historic preservation are complementary objectives. Through thoughtful design and phased implementation, Heath can improve access while preserving the architectural and cultural character that defines its village center.

Project Goals & Planning Area

The Accessibility Plan will provide the Town with a long-term strategy for improving accessibility throughout the Town Center while maintaining the integrity of its historic resources.

The Plan will:

- Confirm and record the barriers to accessibility in public rights-of-way and municipal facilities.
- Improve safety and mobility for all residents and visitors.
- Provide guidance to the Town in meeting obligations under the Americans with Disabilities Act (ADA) and the State Architectural Access Board.
- Support the preservation of Heath's historic village character.
- Prioritize improvements based on safety, cost, and community benefit.
- Strengthen the Town's competitiveness for private, state and federal grant funding by providing pricing and/or bid ready drawings.
- Provide guidance for future capital improvement planning.

The planning area encompasses the civic, cultural, and historic resources that collectively define Heath's Village Center; roughly x acres in size. Municipal buildings, public gathering spaces, playgrounds, historic monuments, historic institutions, churches, and transportation corridors all contribute to the daily life of the community and should be considered as interconnected elements which define this important shared common at the heart of Heath. Equally important are the pedestrian connections, either existing or potential, linking these destinations, as accessibility depends not only upon accessing individual buildings but upon a well-considered accessible network.

The proposed planning and design services and resulting documents will focus on three primary areas of focus to assist the Town in charting the most practical and financially viable way towards meeting the goal of a more universally accessible, fiscally wise and revitalized Village Center.

Understanding Existing Conditions: This section of the plan expands upon the prior study and building evaluations already completed to document barriers, evaluating facilities, and understanding more how people move through the village and assessing how to accommodate future use.

Developing Practical Solutions: The “heart” of the plan which aims to balance accessibility, preservation, community priorities, and financial realities through an inclusive process that values historic and cultural resources and the practical need of the townspeople, .

Supporting Future Investment: Essentially a recommended roadmap for budgeting, grant applications, capital planning, and phased implementation.

Understanding Existing Conditions

The existing conditions assessment will move beyond an inventory of the framework that exists and aims to further examine how residents and visitors experience movement throughout the Village Center. Particular attention will be given to the continuity, safety, and usability of pedestrian routes, recognizing that accessibility extends beyond compliance with dimensional standards to include comfort, predictability, and ease of navigation.

We anticipate utilizing a combination of online available data through MASS GIS, Regional Planning Agencies, Town provided resources, field inventory sketches/measurements, site photographs and in select locations additional survey to develop a more comprehensive existing conditions base plan. This will serve as the baseline drawing for proposed planning and design work and as a valuable planning resource for the Town for this and other projects in the future. As discussed at a previous site visit we will also be sure to obtain better documentation of utility infrastructure for necessary coordination with any proposed accessibility improvements.

Some of the primary elements that will be documented and assessed include:

Pedestrian Walkways/ Routes

- Sidewalk locations and conditions or,
- Shoulder conditions where sidewalks are absent.
- Surface materials
- Cross slopes
- Drainage issues
- Accessibility during winter condition

- Trip hazards
 - Utility poles and roadside obstructions
 - Pedestrian lighting and wayfinding
-

Vehicle/Roadway Infrastructure

- Existing curbs; style, location and heights
 - Drainage infrastructure
 - Snow storage zones
 - Overhead and buried utilities within road right of way
 - Parking accommodations; including accessible spaces
 - Crosswalk markings
 - Crossing distances
 - Pedestrian visibility conflicts
 - Traffic calming opportunities
 - Vehicle speeds
 - Road Signs
-

Municipal/Civic Use Buildings*

Municipal buildings are among the community's most important civic resources and should provide equitable access to public services, meetings, events and emergency functions. We recommend each facility should be evaluated as a complete user experience—from arrival and parking through building entry, interior circulation, public meeting spaces, restrooms, and emergency egress—to identify both physical and operational barriers that may limit participation.

Each facility should be reviewed or confirmed that evaluation has been completed for:

- Accessible parking
- Exterior routes (Accessible Route)
- Building entrances
- Door hardware
- Interior circulation
- Restrooms
- Emergency evacuation procedures; including areas or rescue.

*Work is to be done in coordination with a more comprehensive review of buildings done by a consulting licensed Architect. We wish to highlight that the most successful accessibility plan will pay careful attention to the interface between the buildings and the landscape to ensure that this important interface is detailed to comply with regulatory standards and

Historic Buildings

A review of the original nomination documents for the National Historic District Designation clearly illustrates that many of Heath's most significant civic and cultural buildings were constructed long before modern accessibility standards existed. While these structures present unique design challenges, they also offer opportunities for thoughtful interventions that expand access without diminishing their historic integrity. The planning process should explore creative and context-sensitive solutions that respect original architectural features while improving usability for residents and visitors alike.

It is notable, and a primary project directive, that there is a concentration of historic building under either town or private ownership which are key character defining elements of the Village Center. Therefore, planning and design recommendations will also take into account the concept of reasonable accommodation within historic settings which follows the available flexibility under ADA regulations for historic properties that encourages practical improvements wherever feasible.

The Accessibility Plan will evaluate opportunities for improving accessibility while respecting historic architectural features through exploring:

- Reversible modifications
- Alternative accessible entrances
- Portable ramps where appropriate
- Improved signage
- Operational accommodations
- Sensitive site improvements

Developing Practical Solutions

The proposed approach and plan is to take cues from the traditions of New England resilience and self-determination along with the practicalities of a small town budget. Following a multi-step process broken down into three primary actions of: Community Engagement, Historic Preservation and Prioritizing Improvements we will seek together solution that will preserve the historic character of Heath, be realistic in scope and budget and respect community. Other larger goals the plan will strive to reach would also include: creating accessible civic facilities, strengthening the accessible network within the public common; enhancing community gathering places, and improving arrival and wayfinding.

Community Engagement

Because accessibility is ultimately experienced by people rather than infrastructure, community participation will be an important component of the planning process. Residents, municipal officials, emergency responders, preservation advocates, older adults, and individuals with disabilities each bring valuable perspectives regarding how the Village Center functions today and where barriers remain. Their collective experience and wisdom will help ensure that recommendations reflect local priorities and practical realities. Additionally, given the small year-round population, direct community participation will be critical to identifying practical priorities that work for those folks that gain to most directly benefit from recommended improvements.

Our past experience with community engagement on Town projects similar to this one suggest that greatest success in providing helpful contributions to the planning and design process, and creating meaningful engagement with community members often include the following types of outreach:

- Public information meetings (during both the information gathering stage and design development stage)
- Accessibility walking audits
- Community surveys
- Meetings with seniors and residents with disabilities
- Consultation with the Historical Commission and other identified project partners
- Coordination with emergency services

Historic Preservation

Heath's historic village landscape is one of its defining assets, and the Accessibility Plan should recognize that accessibility and preservation are mutually supportive objectives rather than competing interests. Recommendations will be developed with careful consideration of the Town's historic buildings, traditional streetscapes, stone walls, mature trees, and other character-defining features. Wherever possible, improvements should employ compatible materials and sensitive design solutions that enhance accessibility while preserving the authenticity and visual integrity of the Village Center. Coordination with the Heath Historical Commission and adherence to the Secretary of the Interior's Standards for Rehabilitation will help ensure that accessibility improvements contribute to the long-term stewardship of the Town's historic resources.

Proposed accessibility improvements will complement Heath's historic village landscape by:

- Preserving historic stone walls or other human built structures and artifacts (e.g. old foundations, or stone markers).
- Protecting mature street trees.

- Minimizing impacts to historic building facades.
 - Using compatible materials whenever possible.
 - Coordinating projects with the Heath Historical Commission and other preservation partners.
-

Priority Improvement Areas

Priority improvement areas will be organized around desired community outcomes rather than individual facilities to better support comprehensive planning and implementation. This framework emphasizes improving access to civic destinations, strengthening the public realm through enhanced pedestrian infrastructure and connectivity, enhancing community gathering spaces and public open spaces, and improving arrival, parking, and wayfinding. Organizing recommendations by outcome reinforces an integrated, place-based approach that aligns public investments with broader community goals and long-term resilience.

Potential recommendations may include:

Public Buildings

- Accessible parking improvements
- Automatic or power-assisted entry doors
- Improved accessible restrooms
- Interior route modifications
- Accessible public meeting/gathering spaces

Village Streets

- Sidewalk improvements where feasible
- Stabilized pedestrian shoulders
- ADA-compliant curb ramps
- Improved drainage
- Safer pedestrian crossings
- Traffic calming measures

Public Spaces

- Accessible seating
- Improved pathways
- Accessible viewing areas during community events
- Accessible picnic areas
- Accessible community gathering spaces

Parking

- ADA-compliant parking spaces
- Van-accessible spaces
- Improved signage
- Accessible routes from parking to buildings

Wayfinding

Recommendations may include:

- Historic District appropriate directional signs
 - Accessible parking signage
 - Building identification
 - Historic interpretation accessible to all users
 - Digital accessibility information on the Town website(TBD)
-

Supporting Future Investment

Recognizing Heath's limited financial resources, implementation can be approached as an incremental process that aligns accessibility improvements with routine maintenance, capital investments, and funding opportunities. Early actions should focus on lower-cost, high-impact improvements that address immediate barriers while establishing the administrative framework for long-term implementation. Subsequent phases can build upon this foundation by integrating accessibility into larger infrastructure and building improvement projects as funding becomes available.

A sample phasing strategy might look like the following:

Phase One (1–2 Years)

- Complete ADA evaluation (inclusive of building and landscape components)
 - Conduct detailed accessibility inventory
 - Complete the planning and design process for the Village Center Accessibility Plan
 - Replace priority signage
 - Address minor barriers with low-cost improvements
-

Phase Two (3–5 Years)

- Upgrade municipal building entrances
- Improve accessible parking

- Replace priority curb ramps
 - Improve pedestrian routes
 - Incorporate accessibility into all capital projects
-

Phase Three (5–10 Years)

- Complete larger infrastructure improvements
 - Improve village streetscape accessibility
 - Expand accessible public spaces
 - Continue monitoring and updating the ADA Transition Plan
-

Deliverables

The completed plan is to provide the Town with a practical decision-making framework that combines technical documentation with implementation guidance. Deliverables may include a comprehensive inventory of existing conditions, GIS-based mapping, photographic documentation, prioritized recommendations, conceptual improvement plans, preliminary cost estimates, funding strategies, public engagement findings, and an updated ADA Transition Plan. Together, these materials will support future budgeting, grant applications, project design, and long-term capital planning.

The completed Accessibility Plan at minimum can include:

- Existing conditions report with:
 - Accessibility barrier inventory
 - GIS-based accessibility mapping or other maps of existing conditions
 - Photographic documentation and field notes
- A Planning document including written narrative and drawings with:
 - Prioritized improvement list
 - Preliminary cost estimates
 - Historic preservation guidance
 - Public engagement summary
 - Five-year implementation plan
 - Ten-year capital improvement recommendations
 - ADA Transition Plan update based on federal guidelines
- Design Development Drawing Set at a level of detail to be used for initial construction pricing.
- Summary Notes from Field Visits, and Project Meetings

Estimated Fee for Services

Based on the above planning and design framework and the goals for accessibility improvements as we understand them, we propose the following estimated fee apportioned between three primary project phases: All work will be billed at current hourly rates and invoiced monthly. Report reproduction costs will be estimated at a later date to determine most cost effective way to produce. Incidental expenses are billed at cost only and if to exceed the agreed upon amount written approval will be acquired from the client.

1. Existing Conditions Assessment and Documentation

2. Planning and Design Phase includes:

- community engagement and team meetings
- plan development and consultant coordination
- pricing set drawing production

3. Accessibility Planning Document includes:

- Report with narrative and incorporate plans
- Implementation strategy
- Appendix with resources, summary meeting notes, ADA Transition Plan updates/guidance.

Total Estimated Hours= 224

Estimated Fee @ current billable rates* = \$30,360

*Associate Principal Rates \$130/hr; Principal Rate \$170/hr

Conclusion

The Town of Heath has long demonstrated a commitment to preserving its rural character, historic resources, and a strong sense of community.

By taking a thoughtful, phased approach, Heath can improve access to public facilities and community spaces while respecting the historic landscape that defines the Village Center. Accessibility is ultimately about ensuring that every resident and visitor can participate fully in community life. For Heath, that commitment can be realized without sacrificing the historic buildings, landscapes, and traditions that have shaped the Village Center for generations. By

approaching accessibility as an integral component of stewardship rather than a separate obligation, the Town can foster a Village Center that is more welcoming, and better prepared to serve future generations while honoring its past.

The resulting plan will provide a practical roadmap for future investments, strengthen the Town's abilities to seek private or state and federal funding, and support a vision for Heath that prioritizes a welcoming, inclusive, and resilient community for generations to come.

TOWN OF HEATH

MASSACHUSETTS



TOWN COORDINATOR

TOWN COORDINATOR UPDATES

July 28, 2026

DEERFIELD RIVER WATERSHED ASSOCIATION, WILD & SCENIC INITIATIVE

I've invited the Conservation Commission to a meeting to discuss this with the Select Board and Christopher Curtis from the DRWA. Once I receive the Commission's availability, I'll reach out to Christopher.

OFFICE ASSISTANT

Olivia has continued to amaze me with her knack for organization! She's gone through all the filing cabinets in both my office and the outer office and did an initial sort-through and re-alphabetization of everything. She also labelled every drawer with general categories of what's inside so that files are easier to locate. Her next step will be to go through, re-label, and weed each individual file folder. She will dispose of duplicate files and things that don't need to be kept in accordance with the Massachusetts Municipal Records Retention Manual.

COMMUNITY HALL LIFT

The second adjuster got ahold of Tim early this week and Tim sent him pictures of the melted part. We haven't heard anything since but are hopeful that things are moving along behind the scenes.

BURNT HILL-CATAMOUNT TRAIL ENFORCEMENT ORDER

The Conservation Commission will be reviewing the restoration plan at their meeting on Tuesday.

MOHAWK TRAIL REGIONAL SCHOOL DISTRICT (MTRSD)

Sheryl Stanton sent an email early this week asking for an appointment with the Select Board in August/September for either herself or a representative to present some information about the proposed single-campus model and the steps in gaining MSBA approval. There will be a question-and-answer period after the presentation. I sent her our meeting dates in August and will let everyone know when we have something scheduled.

ROLLER

I received the contract documents from the State and sent them back on Wednesday. I have not yet received a notice to proceed.

NO UPDATES

- Transfer Station Rules
- Cultural Facilities Grant
- Green Communities Grant

TOWN OF HEATH

MASSACHUSETTS



TOWN COORDINATOR

- Sawyer Hall Heating System
- Jacobs Road Municipal Center Sign
- Boards Clerk Position
- E911 Coordinator – Driveway Permitting Problem
- Overhead Doors at Highway Garage & Fire Station
- Route 8A (Jacksonville Stage Road) Over Underwood Brook Culvert/Small Bridge
- Town Nurse Position
- Town Center Kiosk