

TOWN OF ERVING
SELECT BOARD / WATER COMMISSIONERS
 To be held at the Senior & Community Center,
 1 CARE DRIVE, ERVING, MASSACHUSETTS 01344

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

Bryan Smith
Town Administrator

Meeting Agenda
Monday, March 13, 2023

This meeting is open to the public.

Scheduled Business

<i>Time</i>	<i>Agenda Item</i>
6:30 PM	Call to Order
7:00 PM	Joint Meeting with Finance Committee & Capital Planning Committee

Old Business

<i>Agenda Item</i>	<i>Section</i>
Review of FY2024 Budget Requests & Projected Revenue	1
Discussion Regarding Revised IP Mill Demolition Proposal	2
Review Animal Control Position Description Draft	3
Review Engineering Scope of Work Amendments for Bridge Street & Maple Avenue	4
Review Engineering Scope of Work Amendment for Sanitary System Evaluation Project	5
Review of Surplus Equipment Request- Police Dept- 2 nd Read	6
Review of Multi-year Residential Curbside Collection Contract Negotiations	7

New Business

<i>Agenda Item</i>	<i>Section</i>
Review of Meeting Minutes- February 17, 2023 & March 6, 2023	8
Review of EV Charger Proposals for Police Station	9
Review of Bylaw Requests for Annual Town Meeting	10
Discussion Regarding Almost Anything Goes program for May 2023	11
Review of Proposed FirstLight Agreements and Recreation Management Plan	12

Other Business

Signing of the Treasury Warrant

Unanticipated Business

Anticipated Next Meeting Dates

March 27, 2023- 6:30PM Senior & Community Center	April 10, 2023- 6:30PM Senior & Community Center
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Note: These agenda items and estimated times are those reasonably anticipated by the Chair. Not all items listed may in fact be discussed and other items not listed may be brought up for discussion. Estimated agenda times may need to be changed on the night of the meeting for the sake of expediency. Section numbers correspond to agenda packets and are not an indication of the order of the agenda

Town of Erving

Select Board Public Meeting Participation Guidance

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

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

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

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

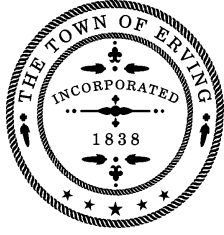
The Select Board appreciates your cooperation in honoring these guidelines.

From Massachusetts Attorney General Official Website

What public participation in meetings must be allowed?

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

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



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800

Fax 413-422-2808

Email: administrator@erving-ma.gov

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

Bryan Smith
Town Administrator

March 10, 2023

To: Select Board, Finance Committee, Capital Planning Committee
From: Bryan Smith, Town Administrator

RE: FY2024 Budget Drafting Update

Per the request of the Select Board and the Finance Committee, all departments were asked to go back and re-evaluate the FY2024 budget requests, to level fund most requests with the understanding around utility costs and wages increasing. We held a department head meeting last week and several boards & commissions have met over the two-week period to provide the following proposed reductions to the FY2024 requests.

General Government

The various departments, boards & commissions that comprise General Government have proposed the following reductions:

Select Board Seminars	(\$1,000.00)
Personnel Board Expense	(\$2,500.00)
Town Reports	(\$500.00)
Assessors Overlay ¹	(\$100,000.00)
Assistant Assessor ²	(\$36,000.00)
Revaluation special article ³	(\$25,000.00)
Permanent Record Preservation ⁴	(\$20,000.00)
Tax Title Expenses	(\$2,000.00)
Con Comm- Trail Maintenance	(10,900.00)
Planning- Consulting & Surveying	(\$5,000.00)
Planning- Print Services	(\$500.00)
Planning- Travel	(\$200.00)
Grounds Maintenance Program	(\$10,000.00)
Town Buildings- Pest Management	(\$3,000.00)
<hr/>	
Total Changes	(\$216,600.00)

¹ This change will be reflected in the Revenue Section of the FY24 draft budget summary.

² A delayed retirement prolongs the need to hire for a position and ongoing training by approximately a year.

³ This change will be reflected in the Recurring Special Article section of the FY24 draft budget summary.

Additionally, we could transfer the \$17,056 from the Assistant Assessor FY2023 line to the Special Appropriation article for Revaluation as well as the remaining \$14,936.21 from the Special Appropriation article for the Assessors Software conversion for a total of \$31,992.14. That project has been completed. The transfers would allow us to not have to raise and appropriate the \$25,000 we had originally requested for revaluation.

⁴ This change will be reflected in the Recurring Special Article section of the FY24 draft budget summary.

Public Safety

The various departments, boards & commissions that comprise Public Safety have proposed the following reductions:

Police Dept- Wages ⁵	(\$47,598.00)	
Police Dept- Wages Part-time	(\$4,772.00)	
Police Dept- Shift Differential	(\$864.00)	
Police Dept- Electricity	(\$3,950.00)	
Police Dept- Phone	(\$2,150.00)	
Police Dept- Heating Oil	\$1,000.00	
Police Dept- Building Maintenance	(\$700.00)	
Police Dept- Uniforms	(\$1,000.00)	
Police Dept- Academy	(\$15,300.00)	
Fire Dept-Electricity	(\$2,400.00)	
Fire Dept- Phone/Internet	(\$1,000.00)	
EMS- Ambulance Services	(\$2,000.00)	
	Total Changes	(\$80,734.00)

Education⁶

The various departments and agencies that comprise Education have proposed the following reductions:

Elementary School Expense	(\$22,400.00)	
F.C. Technical School Capital Assessment ⁷	(1,454.00)	
	Total Changes	(\$23,854.00)

Public Works

The various departments, boards & commissions that comprise Public Works have proposed the following reductions:

Highway- Contracted Services	(\$5,000.00)	
Highway- Surveying Services	(\$25,000.00)	
Highway- Vehicle Repair & Maintenance	(\$5,000.00)	
Misc Bridge Repairs ⁸	(\$5,000.00)	
Highway Road Work/Improvements ⁹	(\$100,000.00)	
Wastewater Capital Improvement ¹⁰	(\$10,000.00)	
	Total Changes	(\$150,000.00)

⁵ Reflects the removal of the Cadet Training Program.

⁶ The FY24 secondary budget request reflected a \$1.00 increase over the current year, and the FY24 Franklin County Technical School budget request reflected a reduction of \$1,404 over the current year.

⁷ Change in capital assessment was received after the budget presentation on February 13, 2023.

⁸ This change will be reflected in the Recurring Special Article section of the FY24 draft budget summary.

⁹ This change will be reflected in the Recurring Special Article section of the FY24 draft budget summary.

¹⁰ This change will be reflected in the Wastewater Enterprise section of the FY24 draft budget summary

Health & Human Services¹¹

The various departments, boards & commissions that comprise Health & Human Services have proposed the following reductions:

Council on Aging- Purchased Services	(\$5,000.00)	
Council on Aging- Electricity	(\$3,000.00)	
Council on Aging- Propane	(\$1,000.00)	
Veterans Benefits	(\$10,000.00)	
<hr/>		
Total Changes		(\$19,000.00)

Culture & Recreation

The various departments, boards & commissions that comprise Culture & Recreation have proposed the following reductions:

Library Electricity	(\$3,500.00)	
Library Materials	(\$1,580.00)	
Library Programs	(\$1,500.00)	
Recreational Programs	(\$6,000.00)	
Recreation Office Expenses	(\$1,000.00)	
Park Maintenance	(\$5,000.00)	
Ceremonial Flags	(\$1,500.00)	
Memorial Day Services	(\$500.00)	
Seasonal/Celebratory	(\$2,500.00)	
<hr/>		
Total Changes		(\$23,080.00)

Benefits

There are no proposed changes to the Benefits section of the FY2024 budget. The current requests support the retirement assessment and changes in health insurance for all Erving employees. The Select Board and the Finance Committee asked for financial impacts if the Town was to change the annual contribution to OPEB. The attached analysis projects the year of full funding with different funding scenarios.

Capital Planning¹²

The Capital Planning Committee has proposed to reduce the proposed capital plan by removing:

Grant support for the shared use path project	(\$8,000.00)	
Line painting machine	(\$8,540.00)	
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Total Change		(\$16,540.00)

Also, the Select Board and Finance Committee decided to delay improvements at the proposed Recycling Center which would remove a financial hold of \$100,000.

Summary

The total aggregate reductions to the FY2024 budget requests currently equal \$629,808.00.

¹¹ The increases in the Health Department budget request are related to the Town internalizing the district function that we have been a part of for several decades. The towns of Northfield and Shutesbury contribute to cover their share of the costs, so Erving's appropriation is similar to past years.

¹² The Capital Planning Committee has asked for the FY2024 budget to be built with \$400,000 of the Town's capacity to raise & appropriate reserved to fund capital projects.

**DRAFT FY 2024 Town Of Erving Budget Summary
Raise & Appropriate/ General Fund Free Cash**

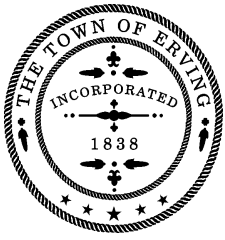
DRAFT

3/10/2023

	Fiscal Year 2023		Fiscal Year 2024	
	Revenue	Expense	Revenue	Expense
Revenue				
Previous Fiscal Year Levy Limit	\$ 11,707,406		\$ 12,077,356	
2.5% Allowed by Law	\$ 292,685		\$ 301,934	
Amendment from Previous Fiscal Year New Growth	\$ -		\$ -	
New Growth Estimate	\$ 77,265		\$ -	**
Estimated Funds Available to Raise & Appropriate	\$ 12,077,356		\$ 12,379,290	
Assessors Overlay	\$ (365,534)		\$ (100,000)	
State Charges	\$ (340,751)		\$ (235,839)	***
State Receipts	\$ 686,878		\$ 731,436	***
Local Estimated Receipts Projected	\$ 342,864		\$ 340,000	
General Fund Free Cash (as of 2-20-2023)	\$ 896,335		\$ 1,323,266	
Total Revenue	\$ 13,297,148		\$ 14,438,153	
Expenses				
General Government	\$ 1,233,688		\$ 1,338,359	
Public Safety	\$ 1,052,050		\$ 1,090,893	
Education	\$ 5,339,466		**** \$ 5,855,534	
Public Works & Facilities	\$ 690,938		\$ 750,487	
Health & Human Services	\$ 259,872		\$ 297,690	
Culture & Recreation	\$ 343,619		\$ 383,218	
Benefits	\$ 1,836,400		\$ 1,859,400	
Wastewater Annual Appropriation R/A	\$ 743,807		\$ 817,234	
Capital Improvements R/A	\$ 637,000		\$ 125,000	
Capital Improvements Free Cash	\$ -		\$ 766,000	
Library Construction Repayment to State ^{Substitution *}	\$ 273,000		\$ 273,000	
Capital Stabilization R/A	\$ 150,000		\$ 150,000	
Recycling Center Improvements	\$ -		\$ -	
Other Special Articles (OPEB, rents, revaluation, road work, bonds, buildings) R/A	\$ 417,500		\$ 427,500	
Total Expenses	\$ 12,977,340		\$ 14,134,315	
March STM- 3-6-2023- Approved from Free Cash	\$ 41,983		\$ 311,715	
Hold Free Cash incase School Needs additional appropriation for Out of District			\$ 150,000	
Balance of Free Cash and Raise & Appropriate	\$ 277,825		\$ (157,877)	

Notes:
 Note:
 *June 2019 STM Committed to an annual repayment of \$273,000 for the project- this will be the 4th payment
 ** We are currently planning assuming no New Growth
 *** on 2/23/23 the Governor released proposed State revenue & charges. Senate & House Review to begin.
 **** Education budget assumes level request for Secondary Education, includes \$180,000 in out of district transport, the Elementary Education request from 2/13/2023 and the Franklin County Technical School assessment received 2/24/2023

Note: Summary does not include Wastewater fees from Montague (\$236,231), Does not include Water Receipts,
 Does not include Community Access TV funds



TOWN OF ERVING

Department of Community Planning

12 East Main Street
ERVING, MASSACHUSETTS 01344

413-422-1105
Email: mariah.kurtz@erving-ma.gov

March 6, 2023

To: Select Board, Finance Committee, Capital Planning Committee
From: Mariah Kurtz, Town Planner
Re: FY24 Level Funded Budget Memo for the Department of Community Planning

This memo is in response to the request for department heads to level fund their budgets with the exception of utility and compensation increases. Since the Community Planning Department is a new department, an existing budget does not exist to level fund to, however I have reduced my line items to be what I would consider to be comparable. This department does not carry any utility costs.

Operating Budget Changes

I reduced the lines of Consulting & Surveying Services by \$5,000, Print Services by \$500, and Travel by \$200.

Public engagement services stayed as my full request because we have so many large projects coming up which will need community engagement. Lowering this line item would be detrimental to the work of my department and my ability to support other departments in their projects.

Meetings/Seminars – Professional Development stayed as my full request due to covering 1 to 2 large professional development meetings, 3-5 smaller ones, or some combination of them. This is important as a way to keep my knowledge up to date, form relationships with other industry professionals, and to learn from examples of other communities.

Advertising stayed as my full request. All of this funding will be needed to complete public engagement as well as required advertising for some upcoming projects. This line item would cover 3-7 ads in the Recorder depending on their length.

Public engagement supplies stayed as my full request, as this line item supports the public engagement services line item. I am envisioning that this could cover supplies such as markers, sticky notes, and large drawing paper for community visioning exercises; easels and displays for printed materials; food and beverages for workshops.

Office supplies stayed as my full request due to potential upgrades to my office space, particularly as office space in Town Hall moves around.

Membership/dues stayed as my first full request as this amount would cover 1-2 yearly dues for professional associations.

Capital Project Request Changes

Shared Use Path Feasibility Study Grant Match – I am willing to rescind this request if it would be helpful to balance the budget. While it is a relatively small amount of money, it is not a priority project to pursue.

Former IP Mill – I would like to keep this request submitted for consideration, I believe that this is an extremely important project to pursue this year.

Wheelock Street Culverts - I would like to keep this request submitted for consideration due to the funding being received through a grant.

From: [Jacquelyn Boyden](#)
To: [Bryan Smith](#)
Subject: Reductions in FY2024 Budget Assessors Budget/Planning/IT
Date: Monday, March 6, 2023 12:41:11 PM

Hello Bryan:

Assessors: You may reduce the FY2024 Assessors Budget by \$36,000. We have eliminated the Assistant Assessor position for the present time. Additionally, we could transfer the \$17,056 from the Assistant Assessor FY2023 line to the Special Appropriation article for Revaluation as well as the remaining \$14,936.21 from the Special Appropriation article for the Assessors Software conversion for a total of \$31,992.14. That project has been completed. The transfers would allow us to not have to raise and appropriate the \$25,000 we had originally requested for revaluation. There is a slightly greater amount than the original proposal, but this funding has already been raised and appropriated and will help keep our continuing appropriate at a healthy balance. We expect to use a good portion of it towards the appraisals of the Northfield Mountain Hydro LLC and our other utilities.

Planning: I have reviewed the budget. We really can't make any cuts. It was underfunded and we will need the extra \$1,000 requested to pay for the printing and mailing of the new zoning bylaws. However, if it is really needed, we could cut the consultant line by a \$1,000. Please let me know.

IT: We are already in the negative on our software licenses. I don't believe we can make any cuts there.

Sincerely,

Jacque

Notice:

When writing or responding, please remember that the Massachusetts Secretary of State has determined that email is a public record and subject to the Public Records Law, M.G.L. c. 66, and further covered by Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521.

This communication may contain privileged or other confidential information. If you are not the intended recipient or believe that you have received the communication in error, you are strictly prohibited from printing, copying, distributing, disseminating, or otherwise using this communication. Please discard this e-mail and any attachments, and notify the sender immediately.



TOWN OF ERVING

Department of Police

French King Highway
Erving, Massachusetts 01344
Phone (413) 423-3310 · Fax (413) 423-3340

Select Board Members,
Chairman Jacob Smith
Board Member William Bembury
Board Member Scott Bastarache

Town Administrator,
Bryan Smith

Finance Committee Members

With your recent discussion and request for my department to review our proposed Fy24 budget and to look for areas to cut or level fund, I have submitted a new budget proposal. As you can see, I have level funded several line items and have decreased a few others. A few other new line items I am respectfully requesting to keep.

One major cut was to the cadet program. This decreased the department wage line item. Although I do feel this is a much needed position as I have explained in a prior meeting. However, with the budget shortfall we as a town are facing, I feel this position could be re-assessed and implemented in a future budget.

The second largest cut was to the Police Academy. This was implemented in Fy23. Again, I feel this is a much-needed line item as it gives the ability to be prepared to hire new officers or have the funds in the event, we need to hire someone that does not have the academy. In previous years money to fund these situations was taken from the training budget, which affected current officers being able to attend specialized training or taken from Police Uniform line item which also affected the current members not necessarily being able to purchase new uniform items. I do feel that overall this is an item that could be sacrificed and readdressed in a later fiscal budget.

For the wages I have attached a separate sheet that addresses the 2% step increase for the five patrol officer positions and level funded my salary. I have also added the holidays not worked into the salaries.

For the electricity line item, the bills can flex between \$526.33 lowest to \$1,017.24 the highest. With the rise in cost and the large cap between the low and high I averaged \$900.00 dollars multiplied by 12 months for the total of \$10,800.00. With the assistance of the Town Administrator looking this line item over with me, we both agreed that 10,000.00 should be sufficient.

For the fuel line item, the bills can flex between \$142.73 to \$935.33. With the rise in cost and the large gap between the low and high I averaged \$900.00 multiplied it by 7 months for the total of \$6,300.00. In my first budget, I did not adjust this line item and left it level funded. After review with the Town Administrator, we feel that 6,000.00 will be sufficient.

Regarding the following line items, I would respectfully request that you all would not require a level fund or eliminate for the following reasons.

The first is the Police Department – Wages Part-Time. As you all may remember several years ago, we did away with part-time employees for the Erving Police Department. However, in recent years we have seen the need for part-time and reestablished the position. As a result, I feel it is important create its own line item. This will allow an accurate account of what is being spent on part-time. Part-time is a way to help offset the cost on overtime. It reduces the need to force the full-time officers to cover shifts. Part-time can also be used to avoid drastic schedule changes when staffing issues become a problem. Although I originally requested more money for this line item, I am willing to decrease it but feel strongly about the need to keep it.

The second is Police-Shift Differential. This is a contractual agreement between the union and the Town. I calculated using the highest number spent so far in Fy23 and multiplied by 27 pay periods to get a rough estimate. Over this year and coming years I will be able to better calculate this number for future budgets.

The third is Police Canine Program General Expense and Police Canine Program Medical Expense. The Town has already made a very large investment in this program and the officer that is assigned to the unit. We have equipped a cruiser for the canine, purchased the canine and have agreements with local stores for food, equipment and medical needs. In addition, we have spent overtime for the officer for training and certification. This program has already received a lot of support from the community, and we have already begun to see the benefits of the program and the service Ziva provides.

The last item would be Police Vests. Every officer is assigned their own ballistic vest, these vests are good for 5 years. This upcoming fiscal year we have two officers that will need to replace their vests. Each vest cost between \$900-\$1,000 dollars. For officer safety this is not an option to cut funding.

I thank you for your time and commitment you all make to our community. It is unfortunate these hard decisions must be made. I respectfully request that you consider my recommendations. As you can see these cuts have decreased the original budget by \$77,632.2. If anyone has questions, concerns or would like to discuss further please don't hesitate to contact me.

Respectfully,
Robert L. Holst

LIBRARY OPERATING BUDGET DEPARTMENTAL REQUEST NARRATIVE FY24

Mission Critical explanation 03-08-2023

Salary and wage requests remain the same as the library's original FY24 request. Electricity request of \$25,000 has been adjusted to \$21,500 based on the last 12 months of kw usage and cost. See attached table. "Library-Bldg Maint" #54300 request remains at \$3,000, a \$2,000 increase because the line item went over by \$1,692.96 in FY22 and these are non-negotiable costs. The additional \$1,500 requested for programs funding in FY24 has been removed, and the request is back at level funding of \$3000. The library has adjusted the "Materials" #55120 line to reflect these changes; as required by the Massachusetts Board of Library Commissioners the Materials line must be at least 20% of the library's total budget. If other changes are made, please recalculate this line accordingly.

FY2023 Highlights & Challenges: Describe the accomplishments and challenges your department/agency is working on in the current fiscal year.

Highlights:

Piloted new operating schedule to inc. morning hours. Expanded staff schedules to meet this service and personnel goals. Expanded programs to include AM programs for young children, garden programs, teen programming, and events that utilize the Makerspace. Launched new library website including prominent building hours, event calendar, and prominent links to online resources. Developed outdoor features of the library including patio furniture, vegetable and herb garden, and pollinator garden. Continued progress with remaining punch list and LEED certification tasks. Challenges include: Contractors responsible for punch list and LEED items are difficult to hold to the agreed-upon work. Increase in patron traffic, esp. during the summer and weekend hours. Cost of programming: most events hosted in the last year were funded by grants. Increased cost of electricity, building maintenance services, and staffing.

FY2024 Goals & Initiatives: Describe the goals that your department/ agency is planning to work towards in the upcoming fiscal year. How will your operating budget request allow you to achieve those goals?

Library continues to be open 30 hours/week. This is a huge benefit to Erving patrons and the patrons of local towns who regularly visit. Library will expand programming as the budget allows. Funds requested for electricity, building maintenance, and staffing will enable this goal while accounting for rising costs. Library is expanding the type of materials available for borrowing and maintaining easily accessible public computing, printing and copying equipment. Increased funds for materials will enable the library to continue to be certified by the Massachusetts Board of Library Commissioners and to receive the annual State Aid award while

LIBRARY OPERATING BUDGET DEPARTMENTAL REQUEST NARRATIVE FY24

also maintaining a contemporary collection of lending materials to meet the needs of the Erving community.

Significant Budget Changes: explain and significant changes in your operating budget request from the current year. If you have reduced line items, added new line items, or increased a budget line item, provide an explanation for the change.

- \$15,143 additional to Salary and Wage budget for staff grade changes, as voted by the Board of Trustees on 11/20/2022, and additional substitute librarian costs that have been overbudget for the past two years.
- \$15,000 for electricity which has been overbudget for the past two years and because the utility provider has announced an increase to rate and delivery costs
- Facility Security Monitoring was not billed properly by the vendor in 2022 and will see an increase but sprinkler monitoring was underspent so we will see how those two costs work out.
- \$2,000 Building Maintenance has been overspent we are asking for \$2,000 additional.
- Library Materials must increase to continue to be 20% of the entire budget
- \$1500 additional for programs, particularly teen and makerspace programming

Attachments March 2023

Budget

Group 1 Salary and Wages		
Library Trustees Salary	\$ 3,075.00	
Librarian Wages	\$138,000.00	
Substitute Librarian	\$ 3,000.00	
Group 2 Ordinary Expenses		
Electricity	\$ 21,500.00	
Water	\$ 500.00	
Phone/Internet/Cable	\$ 6,000.00	
Facility Security Monitoring	\$ 500.00	
Sprinkler Monitor & Maint	\$ 3,000.00	
Dues & Conferences	\$ 1,000.00	
Fuel Oil	\$ -	
Propane	\$ 100.00	
Office supplies	\$ 500.00	
Bldg Maint	\$ 3,000.00	
Materials	\$ 47,420.00	20%
Travel	\$ 500.00	
Expenses	\$ 3,000.00	
Programs	\$ 3,000.00	
Automation	\$ 3,000.00	
Total	\$237,095.00	

LIBRARY OPERATING BUDGET DEPARTMENTAL REQUEST NARRATIVE FY24

Electricity Usage and Cost (previous 12 months)

TOWN OF ERVING

2 CARE DR

ERVING MA 01344

Data from 2/9/2022 to 2/8/2023

Account Nickname : EPL

Requested By abigail.bain2af41912 on 3/5/2023

Meter No: 34278182

Read Date	Usage	Charge		
2/8/2023	18240	\$5,849.17		
1/11/2023	19320	\$5,087.61		
12/9/2022	8880	\$2,530.85		
11/8/2022	1920	\$987.25		
10/11/2022	-120	\$455.55		
9/12/2022	0	\$368.24		
8/11/2022	0	\$463.38		
7/12/2022	-1680	\$246.53		
6/10/2022	-2400	\$126.42		
5/11/2022	720	\$736.23		
4/8/2022	5400	\$1,584.91		
3/10/2022	11280	\$2,814.39		
TOTALS	61560	\$21,250.53	=	\$0.35 /kwh

From: [Breta Petraccia](#)
To: [Bryan Smith](#)
Cc: [Erik Eichorn](#)
Subject: Recreation FY24 Operating Budget Request changes
Date: Wednesday, March 8, 2023 9:22:58 PM

Hello Bryan,

The Recreation Commission met tonight (3/8/2023) and agreed upon the following changes to the Recreation Commission's FY24 Operating Budget Request:

Total Request:

Ordinary Expenses: \$79,250 Ordinary Expenses (Reflects \$12,000 decrease from original request)

Salary and Wage: \$51,372.60

FY24 Op Budget Request Line item changes

-
01-630-200-57800 Recreational Programs – Decrease request by \$6,000: **Request level funding at \$19,000** with the understanding that it is highly likely the Commission will request an increase for FY25, and with the knowledge that Revolving Account funds will be accessed to cover much of the Summer Parks programming expenses in the months leading up to the summer program, and for a couple of larger purchases we anticipate occurring in June.

01-630-201-57800 Recreation Office Expenses – Decrease overall line request by \$1000 (decrease printing request to \$1000, decrease postage request to \$1000): **Request lowers from \$8000 to \$7000**. Unable to request level funding: Software line remains at \$3000 due to the increased cost of MyRec.com software, and office expense line remains at \$2000.

01-650-201-57800 Parks Maintenance – Decrease request by \$5000: **Request funding at \$20,000**

Unchanged requests that reflect increases over FY23 funding:

01-650-202-57800 Grounds Maintenance – Remains at \$30,000 due to this budget line having a history of being underfunded for several years in a row, with expenses consistently exceeding the budgeted amount.

Cell phone line request of \$750.00: This expense is necessary due to the need of a Recreation Department cell phone for safety reasons during the Summer Parks Program (on site and for field trips) and on location at Events. Currently, the Recreation Assistant uses her personal phone to conduct Town business when on site for events and for contacting Commission members on a regular basis.

Level funding requests remain level:

- Summer Parks Payroll request remains at level funding \$25,000: no increase. Level funding

covers any increase in returning staff pay rates as well as any potential need to hire an additional counselor for Summer 2023 (FY24).

- Rec Comm Travel request remains level at \$500
- Parks Maint Electricity request remains level at \$2,000 (Even though this budget line has not been fully expended in the past two FYs, the request remains at \$2,000 as we expect higher expenditure to substantially increased electricity rates.)

Let me or Erik know if you have any questions!

Breta Petraccia
Recreation Assistant

Town of Erving
12 East Main Street
Erving MA 01344

Tel: 413-422-1187

Notice:

When writing or responding, please remember that the Massachusetts Secretary of State has determined that email is a public record and subject to the Public Records Law, M.G.L. c. 66, and further covered by Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521.

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Town of Erving
Alternate OPEB Funding Schedules
FY 2023 & Beyond

CURRENT FUNDING POLICY (\$300K ANNUAL CONTRIBUTIONS)

Funding - 5.55% discount rate

For the Fiscal Year	Period Ending on the Measurement Date of:	I. Total OPEB Liability ("TOL") as of Measurement Date	II. Fiduciary Net Position as of Measurement Date with an expected 5.55% return		III. Net OPEB Liability (Asset) [I. - II.]	IV. Funded Ratio [II. / I.]	V. Service Cost	VI. Employer Share of Benefit Payments (With Implicit Cost)	VII. Trust Contributions Beyond Pay-as-you-go	VIII. Gross Trust Contributions [VI. + VII.]	IX. Benefit Payments Reimbursed from the Trust	X. Administrative & Investment Expenses Reimbursed from the Trust	XI. Total Employer Payments Less Reimbursements [VIII. - IX. - X.]
			Measurement Date	5.55% return									
2022	June 30, 2022	8,554,835	5,404,488	3,150,347	63.17%	212,367	277,706	300,000	577,706	277,706	0	300,000	
2023	June 30, 2023	8,985,545	6,012,650	2,972,895	66.91%	240,480	289,972	300,000	589,972	289,972	0	300,000	
2024	June 30, 2024	9,392,986	6,654,565	2,738,421	70.85%	252,425	318,320	300,000	618,320	318,320	0	300,000	
2025	June 30, 2025	9,790,441	7,332,106	2,458,335	74.89%	258,700	359,227	300,000	659,227	359,227	0	300,000	
2026	June 30, 2026	10,207,994	8,047,250	2,160,744	78.83%	271,904	373,857	300,000	673,857	373,857	0	300,000	
2027	June 30, 2027	10,631,880	8,802,085	1,829,795	82.79%	278,707	396,424	300,000	696,424	396,424	0	300,000	
2028	June 30, 2028	11,063,712	9,598,813	1,464,899	86.76%	292,437	427,410	300,000	727,410	427,410	0	300,000	
2029	June 30, 2029	11,480,375	10,439,760	1,040,615	90.94%	301,287	479,768	300,000	779,768	479,768	0	300,000	
2030	June 30, 2030	11,897,036	11,327,379	569,657	95.21%	317,118	518,109	300,000	818,109	518,109	0	300,000	
2031	June 30, 2031	12,341,255	12,264,261	76,994	99.38%	327,595	525,877	300,000	825,877	525,877	0	300,000	
2032	June 30, 2032	12,802,223	13,253,140	(450,917)	103.52%	343,939	551,443	300,000	851,443	551,443	0	300,000	
2033	June 30, 2033	13,261,571	13,745,025	(483,454)	103.65%	355,410	592,582	(237,172)	355,410	592,582	0	(237,172)	
2034	June 30, 2034	13,723,304	14,238,282	(514,978)	103.75%	367,790	630,198	(262,408)	367,790	630,198	0	(262,408)	
2035	June 30, 2035	14,171,844	14,744,166	(572,322)	104.04%	380,976	657,740	(276,764)	380,976	657,740	0	(276,764)	
2036	June 30, 2036	14,647,404	15,267,376	(619,972)	104.23%	394,285	681,513	(287,228)	394,285	681,513	0	(287,228)	
2037	June 30, 2037	15,162,500	15,827,393	(664,893)	104.39%	410,207	689,873	(279,666)	410,207	689,873	0	(279,666)	
2038	June 30, 2038	15,689,723	16,406,878	(717,155)	104.57%	424,626	715,596	(290,970)	424,626	715,596	0	(290,970)	
2039	June 30, 2039	16,202,302	17,030,517	(828,215)	105.11%	440,217	719,514	(279,297)	440,217	719,514	0	(279,297)	
2040	June 30, 2040	16,789,853	17,686,767	(896,914)	105.34%	455,744	736,989	(281,245)	455,744	736,989	0	(281,245)	
2041	June 30, 2041	17,404,758	18,361,014	(956,256)	105.49%	472,441	771,619	(299,178)	472,441	771,619	0	(299,178)	
2042	June 30, 2042	18,002,314	19,066,783	(1,064,469)	105.91%	490,672	795,592	(304,920)	490,672	795,592	0	(304,920)	
2043	June 30, 2043	18,604,949	19,803,264	(1,198,315)	106.44%	507,337	820,490	(313,153)	507,337	820,490	0	(313,153)	
2044	June 30, 2044	19,298,962	20,575,616	(1,276,654)	106.62%	526,892	844,915	(318,023)	526,892	844,915	0	(318,023)	
2045	June 30, 2045	20,021,835	21,381,080	(1,359,245)	106.79%	548,988	876,505	(327,517)	548,988	876,505	0	(327,517)	
2046	June 30, 2046	20,708,489	22,209,805	(1,501,316)	107.25%	569,828	918,216	(348,388)	569,828	918,216	0	(348,388)	
2047	June 30, 2047	21,499,292	23,099,679	(1,600,387)	107.44%	589,796	923,433	(333,637)	589,796	923,433	0	(333,637)	
2048	June 30, 2048	22,313,168	24,031,587	(1,718,419)	107.70%	612,744	953,539	(340,795)	612,744	953,539	0	(340,795)	
2049	June 30, 2049	23,171,779	25,002,589	(1,830,810)	107.90%	638,411	991,496	(353,085)	638,411	991,496	0	(353,085)	
2050	June 30, 2050	24,072,292	26,024,354	(1,952,062)	108.11%	663,158	1,019,288	(356,130)	663,158	1,019,288	0	(356,130)	
2051	June 30, 2051	25,012,658	27,113,853	(2,101,195)	108.40%	689,313	1,034,710	(345,397)	689,313	1,034,710	0	(345,397)	
2052	June 30, 2052	26,004,800	28,249,414	(2,244,614)	108.63%	713,980	1,073,399	(359,419)	713,980	1,073,399	0	(359,419)	

ALTERNATE FUNDING POLICY (\$200K ANNUAL CONTRIBUTIONS)

Funding - 5.55% discount rate

For the Fiscal Year	Period Ending on the Measurement Date of:	I. Total OPEB Liability ("TOL") as of Measurement Date	II. Fiduciary Net Position as of Measurement Date with an expected 5.55% return		III. Net OPEB Liability (Asset) [II. - II.]	IV. Funded Ratio [II. / I.]	V. Service Cost	VI. Employer Share of Benefit Payments (With Implicit Cost)	VII. Trust Contributions Beyond Pay-as-you-go	VIII. Gross Trust Contributions [VI. + VII.]	IX. Benefit Payments Reimbursed from the Trust	X. Administrative & Investment Expenses Reimbursed from the Trust	XI. Total Employer Payments Less Reimbursements [VIII. - IX. - X.]
			Measurement Date	5.55% return									
2022	June 30, 2022	8,554,835	5,404,488	3,150,347	63.17%	212,367	277,706	300,000	577,706	277,706	0	0	300,000
2023	June 30, 2023	8,985,545	5,909,912	3,075,633	65.77%	240,480	289,972	200,000	489,972	289,972	0	0	200,000
2024	June 30, 2024	9,392,986	6,443,387	2,949,599	68.60%	252,425	318,320	200,000	518,320	318,320	0	0	200,000
2025	June 30, 2025	9,790,441	7,006,470	2,783,971	71.56%	258,700	359,227	200,000	559,227	359,227	0	0	200,000
2026	June 30, 2026	10,207,994	7,600,804	2,607,190	74.46%	271,904	373,857	200,000	573,857	373,857	0	0	200,000
2027	June 30, 2027	10,631,880	8,228,124	2,403,756	77.39%	278,707	396,424	200,000	596,424	396,424	0	0	200,000
2028	June 30, 2028	11,063,712	8,890,260	2,173,452	80.36%	292,437	427,410	200,000	627,410	427,410	0	0	200,000
2029	June 30, 2029	11,480,375	9,589,144	1,891,231	83.53%	301,287	479,768	200,000	679,768	479,768	0	0	200,000
2030	June 30, 2030	11,897,036	10,326,817	1,570,219	86.80%	317,118	518,109	200,000	718,109	518,109	0	0	200,000
2031	June 30, 2031	12,341,255	11,105,430	1,235,825	89.99%	327,595	525,877	200,000	725,877	525,877	0	0	200,000
2032	June 30, 2032	12,802,223	11,927,256	874,967	93.17%	343,939	551,443	200,000	751,443	551,443	0	0	200,000
2033	June 30, 2033	13,261,571	12,794,694	466,877	96.48%	355,410	592,582	200,000	792,582	592,582	0	0	200,000
2034	June 30, 2034	13,723,304	13,710,275	13,029	99.91%	367,790	630,198	200,000	830,198	630,198	0	0	200,000
2035	June 30, 2035	14,171,844	14,676,670	(504,826)	103.56%	380,976	657,740	200,000	857,740	657,740	0	0	200,000
2036	June 30, 2036	14,647,404	15,196,134	(548,730)	103.75%	394,285	681,513	(287,228)	394,285	681,513	0	0	(287,228)
2037	June 30, 2037	15,162,500	15,752,197	(589,697)	103.89%	410,207	689,873	(279,666)	410,207	689,873	0	0	(279,666)
2038	June 30, 2038	15,689,723	16,327,509	(637,786)	104.06%	424,626	715,596	(290,970)	424,626	715,596	0	0	(290,970)
2039	June 30, 2039	16,202,302	16,946,743	(744,441)	104.59%	440,217	719,514	(279,297)	440,217	719,514	0	0	(279,297)
2040	June 30, 2040	16,789,853	17,598,343	(808,490)	104.82%	455,744	736,989	(281,245)	455,744	736,989	0	0	(281,245)
2041	June 30, 2041	17,404,758	18,267,683	(862,925)	104.96%	472,441	771,619	(299,178)	472,441	771,619	0	0	(299,178)
2042	June 30, 2042	18,002,314	18,968,272	(965,958)	105.37%	490,672	795,592	(304,920)	490,672	795,592	0	0	(304,920)
2043	June 30, 2043	18,604,949	19,699,285	(1,094,336)	105.88%	507,337	820,490	(313,153)	507,337	820,490	0	0	(313,153)
2044	June 30, 2044	19,298,962	20,465,866	(1,166,904)	106.05%	526,892	844,915	(318,023)	526,892	844,915	0	0	(318,023)
2045	June 30, 2045	20,021,835	21,265,239	(1,243,404)	106.21%	548,988	876,505	(327,517)	548,988	876,505	0	0	(327,517)
2046	June 30, 2046	20,708,489	22,087,535	(1,379,046)	106.66%	569,828	918,216	(348,388)	569,828	918,216	0	0	(348,388)
2047	June 30, 2047	21,499,292	22,970,623	(1,471,331)	106.84%	589,796	923,433	(333,637)	589,796	923,433	0	0	(333,637)
2048	June 30, 2048	22,313,168	23,895,368	(1,582,200)	107.09%	612,744	953,539	(340,795)	612,744	953,539	0	0	(340,795)
2049	June 30, 2049	23,171,779	24,858,810	(1,687,031)	107.28%	638,411	991,496	(353,085)	638,411	991,496	0	0	(353,085)
2050	June 30, 2050	24,072,292	25,872,595	(1,800,303)	107.48%	663,158	1,019,288	(356,130)	663,158	1,019,288	0	0	(356,130)
2051	June 30, 2051	25,012,658	26,953,672	(1,941,014)	107.76%	689,313	1,034,710	(345,397)	689,313	1,034,710	0	0	(345,397)
2052	June 30, 2052	26,004,800	28,080,343	(2,075,543)	107.98%	713,980	1,073,399	(359,419)	713,980	1,073,399	0	0	(359,419)

ALTERNATE FUNDING POLICY (\$150K ANNUAL CONTRIBUTIONS)

Funding - 5.55% discount rate

For the Fiscal Year	Period Ending on the Measurement Date of:	I. Total OPEB Liability ("TOL") as of Measurement Date	II. Fiduciary Net Position as of Measurement Date with an expected 5.55% return		III. Net OPEB Liability (Asset) [I. - II.]	IV. Funded Ratio [II. / I.]	V. Service Cost	VI. Employer Share of Benefit Payments (With Implicit Cost)	VII. Trust Contributions Beyond Pay-as-you-go	VIII. Gross Trust Contributions [VI. + VII.]	IX. Benefit Payments Reimbursed from the Trust	X. Administrative & Investment Expenses Reimbursed from the Trust	XI. Total Employer Payments Less Reimbursements [VIII. - IX. - X.]
			Measurement Date	5.55% return									
2022	June 30, 2022	8,554,835	5,404,488	3,150,347	63.17%	212,367	277,706	300,000	577,706	277,706	0	300,000	
2023	June 30, 2023	8,985,545	5,858,543	3,127,002	65.20%	240,480	289,972	150,000	439,972	289,972	0	150,000	
2024	June 30, 2024	9,392,986	6,337,798	3,055,188	67.47%	252,425	318,320	150,000	468,320	318,320	0	150,000	
2025	June 30, 2025	9,790,441	6,843,652	2,946,789	69.90%	258,700	359,227	150,000	509,227	359,227	0	150,000	
2026	June 30, 2026	10,207,994	7,377,581	2,830,413	72.27%	271,904	373,857	150,000	523,857	373,857	0	150,000	
2027	June 30, 2027	10,631,880	7,941,143	2,690,737	74.69%	278,707	396,424	150,000	546,424	396,424	0	150,000	
2028	June 30, 2028	11,063,712	8,535,983	2,527,729	77.15%	292,437	427,410	150,000	577,410	427,410	0	150,000	
2029	June 30, 2029	11,480,375	9,163,836	2,316,539	79.82%	301,287	479,768	150,000	629,768	479,768	0	150,000	
2030	June 30, 2030	11,897,036	9,826,535	2,070,501	82.60%	317,118	518,109	150,000	668,109	518,109	0	150,000	
2031	June 30, 2031	12,341,255	10,526,014	1,815,241	85.29%	327,595	525,877	150,000	675,877	525,877	0	150,000	
2032	June 30, 2032	12,802,223	11,264,314	1,537,909	87.99%	343,939	551,443	150,000	701,443	551,443	0	150,000	
2033	June 30, 2033	13,261,571	12,043,590	1,217,981	90.82%	355,410	592,582	150,000	742,582	592,582	0	150,000	
2034	June 30, 2034	13,723,304	12,866,116	857,188	93.75%	367,790	630,198	150,000	780,198	630,198	0	150,000	
2035	June 30, 2035	14,171,844	13,734,292	437,552	96.91%	380,976	657,740	150,000	807,740	657,740	0	150,000	
2036	June 30, 2036	14,647,404	14,650,652	(3,248)	100.02%	394,285	681,513	150,000	831,513	681,513	0	150,000	
2037	June 30, 2037	15,162,500	15,176,441	(13,941)	100.09%	410,207	689,873	(279,666)	410,207	689,873	0	(279,666)	
2038	June 30, 2038	15,689,723	15,719,798	(30,075)	100.19%	424,626	715,596	(290,970)	424,626	715,596	0	(290,970)	
2039	June 30, 2039	16,202,302	16,305,304	(103,002)	100.64%	440,217	719,514	(279,297)	440,217	719,514	0	(279,297)	
2040	June 30, 2040	16,789,853	16,921,304	(131,451)	100.78%	455,744	736,989	(281,245)	455,744	736,989	0	(281,245)	
2041	June 30, 2041	17,404,758	17,553,068	(148,310)	100.85%	472,441	771,619	(299,178)	472,441	771,619	0	(299,178)	
2042	June 30, 2042	18,002,314	18,213,996	(211,682)	101.18%	490,672	795,592	(304,920)	490,672	795,592	0	(304,920)	
2043	June 30, 2043	18,604,949	18,903,147	(298,198)	101.60%	507,337	820,490	(313,153)	507,337	820,490	0	(313,153)	
2044	June 30, 2044	19,298,962	19,625,543	(326,581)	101.69%	526,892	844,915	(318,023)	526,892	844,915	0	(318,023)	
2045	June 30, 2045	20,021,835	20,378,278	(356,443)	101.78%	548,988	876,505	(327,517)	548,988	876,505	0	(327,517)	
2046	June 30, 2046	20,708,489	21,151,347	(442,858)	102.14%	569,828	918,216	(348,388)	569,828	918,216	0	(348,388)	
2047	June 30, 2047	21,499,292	21,982,476	(483,184)	102.25%	589,796	923,433	(333,637)	589,796	923,433	0	(333,637)	
2048	June 30, 2048	22,313,168	22,852,379	(539,211)	102.42%	612,744	953,539	(340,795)	612,744	953,539	0	(340,795)	
2049	June 30, 2049	23,171,779	23,757,935	(586,156)	102.53%	638,411	991,496	(353,085)	638,411	991,496	0	(353,085)	
2050	June 30, 2050	24,072,292	24,710,621	(638,329)	102.65%	663,158	1,019,288	(356,130)	663,158	1,019,288	0	(356,130)	
2051	June 30, 2051	25,012,658	25,727,208	(714,550)	102.86%	689,313	1,034,710	(345,397)	689,313	1,034,710	0	(345,397)	
2052	June 30, 2052	26,004,800	26,785,810	(781,010)	103.00%	713,980	1,073,399	(359,419)	713,980	1,073,399	0	(359,419)	

ALTERNATE FUNDING POLICY (\$100K ANNUAL CONTRIBUTIONS)

Funding - 5.55% discount rate

For the Fiscal Year	Period Ending on the Measurement Date of:	I. Total OPEB Liability ("TOL") as of Measurement Date	II. Fiduciary Net Position as of Measurement Date with an expected 5.55% return		III. Net OPEB Liability (Asset) [I. - II.]	IV. Funded Ratio [II. / I.]	V. Service Cost	VI. Employer Share of Benefit Payments (With Implicit Cost)	VII. Trust Contributions Beyond Pay-as-you-go	VIII. Gross Trust Contributions [VI. + VII.]	IX. Benefit Payments Reimbursed from the Trust	X. Administrative & Investment Expenses Reimbursed from the Trust	XI. Total Employer Payments Less Reimbursements [VIII. - IX. - X.]
			Measurement Date	Position as of									
2022	June 30, 2022	8,554,835	5,404,488	3,150,347	63.17%	212,367	277,706	300,000	577,706	277,706	0	300,000	
2023	June 30, 2023	8,985,545	5,807,175	3,178,370	64.63%	240,480	289,972	100,000	389,972	289,972	0	100,000	
2024	June 30, 2024	9,392,986	6,232,211	3,160,775	66.35%	252,425	318,320	100,000	418,320	318,320	0	100,000	
2025	June 30, 2025	9,790,441	6,680,836	3,109,605	68.24%	258,700	359,227	100,000	459,227	359,227	0	100,000	
2026	June 30, 2026	10,207,994	7,154,360	3,053,634	70.09%	271,904	373,857	100,000	473,857	373,857	0	100,000	
2027	June 30, 2027	10,631,880	7,654,165	2,977,715	71.99%	278,707	396,424	100,000	496,424	396,424	0	100,000	
2028	June 30, 2028	11,063,712	8,181,709	2,882,003	73.95%	292,437	427,410	100,000	527,410	427,410	0	100,000	
2029	June 30, 2029	11,480,375	8,738,531	2,741,844	76.12%	301,287	479,768	100,000	579,768	479,768	0	100,000	
2030	June 30, 2030	11,897,036	9,326,257	2,570,779	78.39%	317,118	518,109	100,000	618,109	518,109	0	100,000	
2031	June 30, 2031	12,341,255	9,946,602	2,394,653	80.60%	327,595	525,877	100,000	625,877	525,877	0	100,000	
2032	June 30, 2032	12,802,223	10,601,376	2,200,847	82.81%	343,939	551,443	100,000	651,443	551,443	0	100,000	
2033	June 30, 2033	13,261,571	11,292,490	1,969,081	85.15%	355,410	592,582	100,000	692,582	592,582	0	100,000	
2034	June 30, 2034	13,723,304	12,021,961	1,701,343	87.60%	367,790	630,198	100,000	730,198	630,198	0	100,000	
2035	June 30, 2035	14,171,844	12,791,917	1,379,927	90.26%	380,976	657,740	100,000	757,740	657,740	0	100,000	
2036	June 30, 2036	14,647,404	13,604,606	1,042,798	92.88%	394,285	681,513	100,000	781,513	681,513	0	100,000	
2037	June 30, 2037	15,162,500	14,462,399	700,101	95.38%	410,207	689,873	100,000	789,873	689,873	0	100,000	
2038	June 30, 2038	15,689,723	15,367,800	321,923	97.95%	424,626	715,596	100,000	815,596	715,596	0	100,000	
2039	June 30, 2039	16,202,302	16,323,450	(121,148)	100.75%	440,217	719,514	100,000	819,514	719,514	0	100,000	
2040	June 30, 2040	16,789,853	16,940,457	(150,604)	100.90%	455,744	736,989	(281,245)	455,744	736,989	0	(281,245)	
2041	June 30, 2041	17,404,758	17,573,284	(168,526)	100.97%	472,441	771,619	(299,178)	472,441	771,619	0	(299,178)	
2042	June 30, 2042	18,002,314	18,235,334	(233,020)	101.29%	490,672	795,592	(304,920)	490,672	795,592	0	(304,920)	
2043	June 30, 2043	18,604,949	18,925,669	(320,720)	101.72%	507,337	820,490	(313,153)	507,337	820,490	0	(313,153)	
2044	June 30, 2044	19,298,962	19,649,315	(350,353)	101.82%	526,892	844,915	(318,023)	526,892	844,915	0	(318,023)	
2045	June 30, 2045	20,021,835	20,403,369	(381,534)	101.91%	548,988	876,505	(327,517)	548,988	876,505	0	(327,517)	
2046	June 30, 2046	20,708,489	21,177,831	(469,342)	102.27%	569,828	918,216	(348,388)	569,828	918,216	0	(348,388)	
2047	June 30, 2047	21,499,292	22,010,430	(511,138)	102.38%	589,796	923,433	(333,637)	589,796	923,433	0	(333,637)	
2048	June 30, 2048	22,313,168	22,881,885	(568,717)	102.55%	612,744	953,539	(340,795)	612,744	953,539	0	(340,795)	
2049	June 30, 2049	23,171,779	23,789,079	(617,300)	102.66%	638,411	991,496	(353,085)	638,411	991,496	0	(353,085)	
2050	June 30, 2050	24,072,292	24,743,494	(671,202)	102.79%	663,158	1,019,288	(356,130)	663,158	1,019,288	0	(356,130)	
2051	June 30, 2051	25,012,658	25,761,906	(749,248)	103.00%	689,313	1,034,710	(345,397)	689,313	1,034,710	0	(345,397)	
2052	June 30, 2052	26,004,800	26,822,434	(817,634)	103.14%	713,980	1,073,399	(359,419)	713,980	1,073,399	0	(359,419)	

ERVING ELEMENTARY SCHOOL

FISCAL YEAR 2024 BUDGET

For Final Vote

March 21, 2023

Erving Elementary School Fiscal Year 2024 Uses of Funding Budget Summary

<u>Uses of Funding</u>	FY 2022	FY 2023	FY 2024	<u>\$ Difference</u>	<u>% Difference</u>
	<u>Operating Budget</u>	<u>Operating Budget</u>	<u>Requested Budget</u>		
Administration	\$130,160	\$136,291	\$129,257	-\$7,034	-5.16%
Instruction	\$2,717,787	\$2,712,204	\$2,824,516	\$112,312	4.14%
Other School Services	\$231,769	\$238,931	\$409,598	\$170,667	71.43%
Plant Operations/Maintanance	\$310,378	\$317,051	\$347,809	\$30,758	9.70%
Fixed Charges	\$4,843	\$6,274	\$6,112	-\$162	-2.58%
ACQ/Improvement - Fixed Assets	\$27,623	\$28,182	\$12,200	-\$15,982	-56.71%
Programs with Other Schools	\$0	\$0	\$243,226	\$243,226	FY23=0
Total Use of Funding	\$3,422,560	\$3,438,933	\$3,972,717	\$533,784	15.52%

<u>Sources of Funding</u>	FY 2022	FY 2023	FY 2024	<u>\$ Difference</u>	<u>% Difference</u>
	<u>Operating Budget</u>	<u>Operating Budget</u>	<u>Anticipated Value</u>		
Amount remaining for Town Appropriations	\$3,315,223.00	\$3,331,596.00	\$3,852,150.46	\$520,554.46	15.62%
Other Revenues (Grants)	\$107,337.00	\$107,337.00	\$120,567.00	\$13,230.00	12.33%
Total Sources of Funding	\$3,422,560.00	\$3,438,933.00	\$3,972,717.46	\$533,784.46	15.52%

LINE	ACCOUNT TITLE	2022	2022	2023	2024	\$ DIFF	% DIFF
		BUDGET	ACTUAL	BUDGET	REQUESTED BUDGET	\$ DIFF	% DIFF
ADMINISTRATION							
1	SC CONTRACTED SERVICES	4,000	7,124	4,000	4,000	0	0.0%
2	SCHOOL COMMITTEE ADVERTISING	4,000	67	4,000	500	(3,500)	-87.5%
3	OTHER EXPENSE-SCHOOL COMMITTEE	2,000	1,846	2,000	2,000	0	0.0%
4	LEGAL COUNSEL-LOCAL BUDGET	5,000	7,300	5,600	7,000	1,400	25.0%
5	U28 OTHER EXPENSE-SCHOOL COMMITTEE	374	526	388	375	(13)	-3.4%
6	U28 SUPERINTENDENT'S SALARY	34,675	35,872	37,998	37,453	(545)	-1.4%
7	U28 SECRETARY'S SALARY	15,028	14,938	15,831	15,727	(104)	-0.7%
8	U28 PROFESSIONAL LIBRARY	125	7	129	125	(4)	-3.1%
9	U28 CONTRACTED SERVICES	1,123	1,072	1,164	1,125	(39)	-3.4%
10	U28 EDUC LEADERSHIP IMPRVMT DUES	699	578	1,164	1,125	(39)	-3.4%
11	U28 SUPT'S CONFERENCE	998	336	776	750	(26)	-3.4%
12	U28 SUPERINTENDENT'S TRAVEL	749	620	259	0	(259)	-100.0%
13	U28 DIRECTOR OF FINANCE/OPERATIONS	26,068	25,665	26,564	25,749	(815)	-3.1%
14	U28 BOOKKEEPER'S SALARY	23,889	25,869	23,887	24,964	1,077	4.5%
15	U28 SUB CALLER	1,685	1,676	1,770	1,764	(6)	-0.3%
16	U28 OFFICE SUPPLIES	1,372	2,247	1,423	1,500	77	5.4%
17	U28 POSTAGE	499	369	517	500	(17)	-3.3%
18	U28 MACHINE RENTAL CONTRACT	1,039	1,409	1,475	1,625	150	10.2%
19	U28 MACHINE MAINTENANCE	374	0	388	375	(13)	-3.4%
20	U28 CLASSIFIED ADS	125	29	129	125	(4)	-3.1%
21	U28 OTHER CONFERENCES	749	81	776	750	(26)	-3.4%
22	U28 DIRECTOR OF FINANCE TRAVEL	374	186	388	375	(13)	-3.4%
23	U28 LEGAL COUNSEL-UNION	599	549	621	600	(21)	-3.4%
24	U28 COMPUTER CONTRACTED SERVICES	4,366	3,765	4,786	0	(4,786)	-100.0%
25	U28 ADMINISTRATIVE TECHNOLOGY SUPPLIES	125	583	129		(129)	-100.0%
26	U28 MISC EXP	125	583	129	500	371	287.6%
27	U28 TRAVEL				250	250	FY23=0
	TOTAL ADMINISTRATION	130,160	133,297	136,291	129,257	(7,034)	-5.2%

INSTRUCTION							
28	PRINCIPAL'S SALARY	91,500	91,740	95,160	98,015	2,855	3.0%
29	CLERICAL SALARY	61,690	60,152	59,381	63,461	4,080	6.9%
30	COPIER MAINTENANCE	6,000	8,997	6,000	9,000	3,000	50.0%

LINE	ACCOUNT TITLE	2022	2022	2023	2024	\$ DIFF	% DIFF
		BUDGET	ACTUAL	BUDGET	REQUESTED BUDGET	\$ DIFF	% DIFF
31	OFFICE SUPPLIES	3,400	2,680	3,400	3,000	(400)	-11.8%
32	PRINCIPAL PROFESSIONAL EXPENSE	2,000	839	2,000	0	(2,000)	-100.0%
33	PRINCIPAL TECHNOLOGY	1,000	0	1,000	500	(500)	-50.0%
34	SUMMER / TUTOR PROGRAMS	26,000	1,125	26,000	15,000	(11,000)	-42.3%
35	CLASSROOM TEACHERS' SALARIES REG ED	989,349	854,474	944,237	992,713	48,476	5.1%
36	SPECIALIST TEACHERS' SALARIES REG ED	219,440	212,769	314,440	317,900	3,460	1.1%
37	SPECIALIST TEACHERS' SALARIES SPED	287,672	328,218	238,438	247,625	9,187	3.9%
38	EARLY CHILDHOOD COORDINATOR	48,362	0	0	0	0	FY23=0
39	THERAPEUTIC SERVICE (SPEECH, PT, OT)	197,285	197,585	202,217	271,183	68,966	34.1%
40	SPED CONTRACTED SERVICES	24,000	61,448	30,000	30,000	0	0.0%
41	SUBSTITUTES' SALARIES-REG ED	28,000	41,922	30,000	40,000	10,000	33.3%
42	SUBSTITUTES' SALARIES-SPED	3,500	7,928	4,000	6,000	2,000	50.0%
43	TEACHER PARA'S SALARIES REG ED	300,961	301,246	335,072	303,660	(31,412)	-9.4%
44	TEACHERS PARA'S SALARIES SPECIAL EDUCATION	146,821	187,400	122,030	157,422	35,392	29.0%
45	LIBRARY TEACHER	64,962	76,761	78,680	85,097	6,417	8.2%
46	PROF DEV SUBSTITUTES' SALARIES REG ED	4,000	120	4,000	0	(4,000)	-100.0%
47	PROF DEV SUBSTITUTES' SALARIES SPED	1,000	200	1,000	1,000	0	0.0%
48	PROF DEV CONTRACTED SERVICE	20,000	6,887	20,000	10,000	(10,000)	-50.0%
49	PROF DEV STAFF LIBRARY MATERIALS	500	72	500	0	(500)	-100.0%
50	TEXTBOOKS & INSTRUCTIONAL MATERIALS	13,500	8,027	13,500	6,750	(6,750)	-50.0%
51	LIBRARY MATERIALS	4,200	3,449	4,200	2,100	(2,100)	-50.0%
52	SPED INSTRUCTIONAL SUPPLIES	3,000	3,007	3,000	3,000	0	0.0%
53	COPIER LEASE	6,000	5,748	6,000	6,000	0	0.0%
54	INSTRUCTIONAL SUPPLIES	17,000	21,548	17,000	17,000	0	0.0%
55	FIELD TRIPS & PROGRAMS	10,000	3,563	10,000	5,000	(5,000)	-50.0%
56	INSTRUCTIONAL TECHNOLOGY MATERIALS	12,000	5,140	12,000	3,000	(9,000)	-75.0%
57	TESTING & ASSESSMENT MATERIALS	1,600	883	1,600	1,600	0	0.0%
58	PSYCHOLOGIST'S SALARY	66,810	0	68,480	62,671	(5,809)	-8.5%
59	U28 DIRECTOR OF STUDENT SUPPORT	25,618	24,800	26,387	25,749	(638)	-2.4%
60	U28 STUDENT SUPPORT COORDINATOR	14,276	14,191	15,040	14,943	(97)	-0.6%
61	U28 CURRICULUM & INSTRUCTION COORDINATOR	11,009	0	11,598	19,052	7,454	64.3%
62	U28 EC COORDINATOR	1,961	1,907	2,203	2,556	353	16.0%
63	U28 EC PROGRAM ASSISTANT	1,000	994	1,184	1,144	(40)	-3.4%
64	U28 STIPENDS	125	0	129	125	(4)	-3.1%

LINE	ACCOUNT TITLE	2022	2022	2023	2024	\$ DIFF	% DIFF
		BUDGET	ACTUAL	BUDGET	REQUESTED BUDGET	\$ DIFF	% DIFF
65	U28 SPED DIRECTOR'S TRAVEL	749	124	776	750	(26)	-3.4%
66	U28 PROFESSIONAL DEVELOPMENT	1,497	958	1,552	1,500	(52)	-3.4%
	TOTAL INSTRUCTION	2,717,787	2,536,902	2,712,204	2,824,516	112,312	4.1%

OTHER SCHOOL SERVICES							
67	HOME INSTRUCTION-PARENT LIAISON OTH EXP	500	65	0	0	0	FY23=0
68	NURSE'S SALARY-REG ED	70,469	70,469	72,231	74,398	2,167	3.0%
69	DOCTOR'S CONTRACTED SERVICE-REG ED	500	500	500	500	0	0.0%
70	HEALTH SUPPLIES	1,500	2,305	2,500	2,500	0	0.0%
71	AFTER SCHOOL ACADEMY	5,000	4,988	5,000	2,500	(2,500)	-50.0%
72	EXPERIENTIAL LEARNING	10,000	0	10,000	5,000	(5,000)	-50.0%
73	TRANSPORTATION	114,800	117,268	117,700	117,700	0	0.0%
74	SPED TRANSPORTATION	5,000	0	5,000	181,000	176,000	3520.0%
75	FOOD SERVICE	24,000	20,688	26,000	26,000	0	0.0%
	TOTAL OTHER SCHOOL SERVICES	231,769	216,283	238,931	409,598	170,667	71.4%

PLANT OPERATIONS/MAINTENANCE							
76	SUBSTITUTE CUSTODIANS' SALARIES	1,400	14,916	1,400	2,000	600	42.9%
77	CUSTODIAL SALARIES	100,031	97,983	102,745	99,634	(3,111)	-3.0%
78	CUSTODIAL SUPPLIES	14,000	12,317	14,000	14,000	0	0.0%
79	FUEL	42,000	59,326	42,000	50,000	8,000	19.0%
80	E'SIDE FUEL	1,000	0	0	0	0	FY23=0
81	SCHOOL TELEPHONE	2,000	5,073	7,500	7,500	0	0.0%
82	WATER	3,000	1,569	3,000	3,000	0	0.0%
83	SCHOOL POWER	73,000	73,000	73,000	85,000	12,000	16.4%
84	E'SIDE POWER	1,000	0	0	0	0	FY23=0
85	SCHOOL GROUNDS MAINTENANCE	4,000	2,270	4,000	2,000	(2,000)	-50.0%
86	SCHOOL BUILDING MAINT MTLs	25,000	29,097	25,000	28,000	3,000	12.0%
87	EQUIPMENT MAINTENANCE	20,000	23,617	20,000	20,000	0	0.0%
88	NETWORKING & TELECOM C/S	7,500	10,040	7,500	10,000	2,500	33.3%
89	NETWORKING & TELECOM MTLs	9,500	8,234	9,500	19,450	9,950	104.7%
90	TECHNOLOGY MAINTENANCE & SUPPLIES	5,000	3,894	5,000	5,000	0	0.0%
91	U28 CENTRAL OFFICE TELEPHONE	299	717	698	825	127	18.2%
92	U28 SUB CALLER TELEPHONE	150	124	155	150	(5)	-3.2%

LINE	ACCOUNT TITLE	2022	2022	2023	2024	\$ DIFF	% DIFF
		BUDGET	ACTUAL	BUDGET	REQUESTED BUDGET	\$ DIFF	% DIFF
93	U28 NETWORKING/TELECOMMUNICATIONS	250	296	259	250	(9)	-3.5%
94	U28 TECHNOLOGY MAINTENANCE	1,248		1,294	1,000	(294)	-22.7%
	TOTAL PLANT OPERATIONS/MAINTENANCE	310,378	342,473	317,051	347,809	30,758	9.7%

FIXED CHARGES							
95	STUDENT INSURANCE COVERAGE	1,100	1,045	1,100	1,100	0	0.0%
96	U28 DISABILITY INSURANCE	187	174	194	200	6	3.1%
97	U28 BENEFIT CONTINGENCY		0	1,164	1,125	(39)	-3.4%
98	U28 COMMERCIAL LIABILITY INSURANCE	3,119	2,042	3,363	3,250	(113)	-3.4%
99	U28 SCHOOL BOARD LIABILITY INSURANCE	437	1,129	453	437	(16)	-3.5%
100	U28 CENTRAL OFFICE RENT				375	375	FY23=0
	TOTAL FIXED CHARGES	4,843	4,390	6,274	6,112	(162)	-3.3%

ACQ/IMPROVEMENT - FIXED ASSETS							
101	ACQUISITION OF NEW EQUIPMENT	5,000	4,709	5,000	2,500	(2,500)	-50.0%
102	REPLACEMENT OF EQUIPMENT	7,000	0	7,000	3,500	(3,500)	-50.0%
103	EQUIPMENT LEASE	14,500	0	14,500	4,500	(10,000)	-69.0%
104	U28 NEW EQUIPMENT	1,123	1,703	1,682	1,700	18	1.1%
	TOTAL ACQUISITION OF FIXED ASSETS	27,623	6,412	28,182	12,200	(15,982)	-56.7%

PROGRAMS WITH OTHER SCHOOLS							
105	SPED TUITION OTHER SCHOOLS		0	0	243,226	243,226	FY23=0
	TOTAL PROGRAMS WITH OTHER SCHOOLS	0			243,226	243,226	FY23=0

				2023 Budget	2024 Requested Budget	\$ DIFF	% DIFF
	GROSS TOTAL ELEMENTARY			3,438,933	3,972,717	533,784	15.5%
106	GRANTS (EES salaries)			107,337	120,567	13,230	12.3%
107	GRANTS (U28 salaries)			7,500	7,500	0	0.0%
108	NET TOTAL ELEMENTARY			3,324,096	3,844,650	520,554	15.7%

LINE	ACCOUNT TITLE	2022	2022	2023	2024	\$ DIFF	% DIFF
		BUDGET	ACTUAL	BUDGET	REQUESTED BUDGET	\$ DIFF	% DIFF

GRANTS/REVENUES		FY23	FY24		
109	305 - Title I: Improving Basic Programs	23,895	25,000	1,105	4.6%
110	140 - Title II: Building Systems of Support for Excellent Teaching and Leading	2,863	3,000	137	4.8%
111	309 - Title IV: Student Support and Academic Enrichment	10,000	10,000	0	0.0%
112	240 - IDEA Federal Special Education Entitlement Grant	47,095	49,000	1,905	4.0%
113	262 - Early Childhood Special Education Entitlement Grant	1,516	1,516	0	0.0%
127	264 - American Rescue Plan: IDEA- Early Childhood	576	576	0	0.0%
128	252 - American Rescue Plan: IDEA	6,475	6,475	0	0.0%
129	Rural Aid		10,000	10,000	FY23=0
130	REAP	14,917	15,000	83	0.6%
TOTAL GRANTS/REVENUES		107,337	120,567	13,230	12.3%

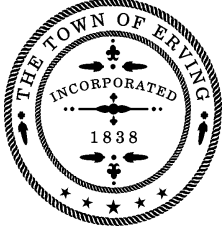
ERVING SECONDARY EDUCATION

FISCAL YEAR 2024 BUDGET

For Preliminary Vote

February 13, 2023

Line	ACCOUNT NUMBER	ACCOUNT TITLE	2021	2021	2022	2022	2023	2024	Difference	
			BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	REQUESTED BUDGET	\$ DIFF	% DIFF
		ADMINISTRATION								
1	10011.11.1.110.8.03.13.0.00	SCHOOL COMMITTEE SALARIES	3,150	688	3,150	324	3,150	3,150	0	0.0%
2	10011.11.1.110.8.04.42.0.00	CONTRACTED SERVICES	600	0	600	0	600	600	0	0.0%
3	10011.11.1.110.8.06.60.0.00	MASC DUES	1,200	0	1,200	0	1,200	1,200	0	0.0%
4	10011.11.1.110.8.06.69.0.00	OTHER EXPENSE	100	0	100	0	100	100	0	0.0%
5	10011.11.1.430.8.04.40.0.00	LEGAL SERVICES SECONDARY	600	0	600	0	600	600	0	0.0%
		TOTAL ADMINISTRATION	5,650	688	5,650	324	5,650	5,650	0	0.0%
		INSTRUCTION								
6	10011.11.2.110.2.06.64.0.00	SPED TRAVEL	250	0	250	0	250	250	0	0.0%
7	10011.11.2.210.8.02.11.0.00	STUDENT SUPPT SVS COORD SEC	5,825	2,218	5,936	3,012	6,031	6,031	(0)	0.0%
8	10011.11.2.320.2.04.27.0.00	SPED CONTRACTED SERVICES	2,000	2,816	2,000	3,078	2,000	3,000	1,000	50.0%
9	10011.11.2.415.2.05.50.0.00	SPED INSTRUCTIONAL MATERIALS	1,200	0	1,200	0	1,200	1,200	0	0.0%
10	10011.11.2.440.1.04.47.0.00	CONTRACTED SERVICES	1,500	595	1,500	0	1,500	1,500	0	0.0%
		TOTAL INSTRUCTION	10,775	5,629	10,886	6,090	10,981	11,981	1,000	9.1%
		OTHER SCHOOL SERVICES								
11	10011.11.3.300.1.04.42.0.00	SECONDARY TRANSPORTATION	108,763	108,235	111,482	149,353	114,269	117,126	2,857	2.5%
12	10011.11.3.300.2.04.47.0.00	SPED TRANSPORTATION	37,000	50,893	25,000	46,629	85,180	89,439	4,259	5.0%
		TOTAL OTHER SCHOOL SERVICES	145,763	159,128	136,482	195,982	199,449	206,565	7,116	3.6%
		PROGRAMS WITH OTHER SCHOOLS								
13	10011.11.9.100.1.00.85.0.00	REGULAR TUITION PUBLIC SCHOOLS	777,806	653,705	690,213	714,354	853,640	880,767	27,127	3.2%
14	10011.11.9.100.2.00.85.0.00	SPED TUITION PUBLIC SCHOOLS	356,560	480,679	489,676	344,108	262,123	207,318	(54,805)	-20.9%
15	10011.11.9.300.2.00.85.0.00	SPED TUITION NON PUBLIC SCHOOLS	89,574	62,656	144,499	53,364	145,563	165,125	19,562	13.4%
16	10011.11.9.400.2.00.85.0.00	SPED TUITION COLLABORATIVE			0	11,000	0	0	0	FY23=0
		TOTAL PROGRAMS WITH OTHER SCHOOLS	1,223,940	1,197,040	1,324,388	1,122,826	1,261,326	1,253,210	(8,116)	-0.6%
17		GRAND TOTAL SECONDARY EDUCATION	1,386,128	1,362,485	1,477,406	1,325,222	1,477,406	1,477,406	(0)	0.0%



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

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

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

Bryan Smith
Town Administrator

March 09, 2023

To: Select Board, Finance Committee, Capital Planning Committee
From: Bryan Smith, Town Administrator
CC: Mariah Kurtz, Town Planner

RE: IP Mill Demolition Funding Options

There has been a great deal of thoughtful conversation about the request to demolition the former International Papermill and the challenges surrounding the revised opinion of probable cost from the Town's engineers. Mariah has requested that the engineers review their numbers again to ensure accuracy and to identify the items, and therefore costs, that are tied to regulatory requirements and what items are more of a best practice that could be performed by Town staff. We have not received the update from that request at this time.

The second part of the ongoing conversations surround potential funding options. From the conversations to date, I believe we have identified the following options for consideration:

- **General Stabilization Fund Transfer-** request from the voters to transfer the necessary appropriation from stabilization into a special article for use on the project.
- **Debt Service-** The Town could consider a debt service for the cost. The Treasurer has explored this option, please see the attached correspondence.
- **2 ½ Capital Expenditure Exclusion-** a request to the voters to approve a one-time capacity to raise and appropriate beyond 2 ½ for the specific purpose. It does not permanently increase the Town's levy limit. It would impact all taxpayers. Please see the attached correspondence and guidance document from the Department of Revenue.

From: [Mariah Kurtz](#)
To: [Bryan Smith](#)
Subject: Fw: [EXTERNAL]RE: [External] Possibility of Borrowing
Date: Friday, March 10, 2023 9:21:37 AM
Attachments: [image001.png](#)

Mariah Kurtz (she/her)
Town Planner

Town of Erving

12 East Main Street

Erving, Massachusetts 01344

Phone: (413) 422-2800 ext. 1108 | Online: www.Erving-Ma.gov | Facebook: [Town of Erving](#)

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From: Jennifer Eichorn <jennifer.eichorn@erving-ma.gov>
Sent: Thursday, February 16, 2023 9:09 AM
To: Mariah Kurtz <mariah.kurtz@erving-ma.gov>
Subject: FW: [EXTERNAL]RE: [External] Possibility of Borrowing

Good morning Mariah,

Here is the response that I received from David Eisenthal, our representative at UniBank. Let me know if you have any questions.

Enjoy your day!

[Jennifer Eichorn](#)

Treasurer

Town of Erving

12 E Main Street

Erving, MA 01344

413-422-2800 x1112

From: David Eisenthal <David.Eisenthal@unibank.com>
Sent: Wednesday, February 15, 2023 2:01 PM
To: Jennifer Eichorn <jennifer.eichorn@erving-ma.gov>
Subject: [EXTERNAL]RE: [External] Possibility of Borrowing

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Jen,

Things are good here – busy. Hope you and your family are also doing well.

The tasks to be completed for financing a project such as you describe would be similar. You may want us to prepare debt service projections in order to help decide what direction the Town might take. Once a concept is identified for action, we would want to ask bond counsel to assist with preparing an article or articles and motions for a town meeting. If and when town meeting approves the project, bond counsel will review documentation from the town meeting and other sources in order to render a green light letter. Bond counsel will also provide guidance on the repayment term. The allowed term for demolition of buildings is not a straightforward 20 or 30 years – it's likely to be less than that. You may want to have that conversation with bond counsel relatively early in the process.

We would assist in putting together a financing plan that would likely include short-term borrowing. That short-term borrowing would likely be similar to what you did for the sewer project.

The permanent financing might be a little different depending on the amount and structure of the financing. We would look at a competitive sale for a bond issue if the borrowing is large enough, given that the Town has an outstanding S&P rating of AA. One factor that might move me to recommending a negotiated sale, like you did for the sewer project, is how the market may be viewing the tax base concentration from First Light at the time of the financing.

I would be happy to sit with you to discuss this in greater detail. Please let me know when you would like to do this.

From: Jennifer Eichorn <jennifer.eichorn@erving-ma.gov>

Sent: Wednesday, February 15, 2023 12:49 PM

To: David Eisenthal <David.Eisenthal@unibank.com>

Subject: [External] Possibility of Borrowing

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Hi David,

I hope all is well with you and your family. The reason for my email is that we may be demolishing an old IP Mill in the near future. We have a few concepts, which you can see below.

Concept	Buildings	Updated Costs (Correct)
Concept #1	Demolish 4E, 5A, 5B, 5C, 7A, 7B	\$1,333,000
Concept #2	Demolish all other buildings except for 2 and 8 AFTER separately demolishing the buildings from Concept #1	\$2,228,300
Concept #3	Demolish all but Buildings 2 and 8, including Building 2 repairs	\$2,903,000
Concept #4	Demolish all structures	\$4,023,000

We are throwing around the idea of possibly withdrawing some funds from our Stabilization account, but we were willing to entertain the idea of borrowing. Could you give us a bit of information on the process of borrowing for a project like this? Would it be similar to the sewer project? What are the current rates?

Thank you in advance for your help on this!!

[Jennifer Eichorn](#)

Treasurer

Town of Erving

12 E Main Street

Erving, MA 01344

413-422-2800 x1112

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From: [Deborah Mero](#)
To: [Jacquelyn Boyden](#); [Bryan Smith](#); [Jennifer Eichorn](#)
Cc: [Jacob Smith](#); [Mariah Kurtz](#); [Debra Smith](#)
Subject: Re: Potential 2 1/2 override Re: IP Mill Demo
Date: Friday, February 24, 2023 10:56:25 AM
Attachments: [image001.png](#)
[image004.png](#)

There is also a capital expenditure exclusion for one-time expenditures that would not permanently increase the levy limit.

Deborah M. Mero
 Town Accountant
 Town of Erving
 12 East Main St.
 Erving, MA 01344

From: Jacquelyn Boyden <jacquelyn.boyden@erving-ma.gov>
Sent: Thursday, February 23, 2023 12:21 PM
To: Bryan Smith <bryan.smith@erving-ma.gov>; Jennifer Eichorn <jennifer.eichorn@erving-ma.gov>; Deborah Mero <deborah.mero@erving-ma.gov>
Cc: Jacob Smith <jacob.smith@erving-ma.gov>; Mariah Kurtz <mariah.kurtz@erving-ma.gov>; Debra Smith <debra.smith@erving-ma.gov>
Subject: RE: Potential 2 1/2 override Re: IP Mill Demo

Hello All:

We have never done a prop 2 ½ override. I do know it is a twostep process. Town Meeting vote and ballot vote. Please keep in mind that 2 ½ is permanent. You will raise the levy limit by the amount that you are overriding forever. However, we could remove that amount in the future with an underide or we could see if we could do a debt exclusion, which means the money is raised but doesn't go on the levy limit forever. I will need to research it.

If the Fincom is asking what the impact on the tax rate would be for this project, it looks like it would add an additional \$2.19 per 1000 to the residential/open space or \$490.45 to the average single-family home valued at \$223,950. The commercial/Industrial/Personal Property rate would be an additional \$3.59 per 1000. This is based on FY2023 values. I haven't even started FY2024 except a quick sales analysis, which is indicating that residential values will increase based on sales from 2022. I don't anticipate a huge increase in the CIP area, but the Utilities are always an unknown until after the Form of List come in and the appraisal of the Northfield Mountain Hydro is completed. None of which will not occur until after Town Meeting.

I have included a quick chart which gives you the percentages by class and a single rate as well as the rate with the 65% MRF shift which what the Town has been choosing. I am happy to answer any additional questions about the chart. Something to keep in mind is that Erving's overall valuation is skewed to the CIP (Commercial/Industrial/Personal Property)side. In fact, CIP taxpayers pay 83.98% of our tax burden with a single rate and 89.59% of our tax burden with a MRF Shift of 65%.

	VALUE	PERCENT BY CLASS	SINGLE TAX RATE	TAX RATES	TAX LEVY =	MRF SHIFT	TAX RATES
			100%		\$3,300,000.00	65%	
RESIDENTIAL	156,785,160	15.99%	15.99%	\$3.37	\$527,647.47	10.39%	\$2.19
OPEN SPACE	310,600	0.03%	0.03%	\$3.37	\$1,045.30	0.02%	\$2.19
COMMERCIAL	9,141,450	0.93%	0.93%	\$3.37	\$30,764.79	0.99%	\$3.59
INDUSTRIAL	464,701,440	47.39%	47.39%	\$3.37	\$1,563,914.21	50.56%	\$3.59
PERS PROP	349,623,290	35.66%	35.66%	\$3.37	\$1,176,628.23	38.04%	\$3.59
TOTALS	980,561,940	100.00%	100.00%		\$3,300,000.00	100.00%	
CIP EQUALS		83.98%				83.98%	
			100.00%	% SHIFT		106.68%	% SHIFT
			83.98%	CIP		89.59%	CIP
			16.02%	RO EQUALS		10.41%	RO EQUALS

Sincerely,

Jacque Boyden, MAA
Principal Assessor
Town of Erving

From: Bryan Smith <bryan.smith@erving-ma.gov>

Sent: Thursday, February 23, 2023 11:43 AM

To: Jacquelyn Boyden <jacquelyn.boyden@erving-ma.gov>; Jennifer Eichorn <jennifer.eichorn@erving-ma.gov>; Deborah Mero <deborah.mero@erving-ma.gov>

Cc: Jacob Smith <jacob.smith@erving-ma.gov>; Mariah Kurtz <mariah.kurtz@erving-ma.gov>; Debra Smith <debra.smith@erving-ma.gov>

Subject: Potential 2 1/2 override Re: IP Mill Demo

Good morning, all,

The Finance Committee met last night. We have an updated cost estimation for IP Mill demolition that is around \$3.9 million. We have a \$600,000 grant towards the effort so it leaves us with a balance to appropriate of approximately \$3.3 million. Finance Committee has asked what it would look like as a 2 ½ override question, in addition to considering options to borrow or to fund from stabilization.

Your guidance would be appreciated!



Bryan Smith

Town Administrator

Town of Erving

Phone (413) 422-2800 ext. 1102

Web www.erving-ma.gov

Address 12 East Main Street, Erving, MA
01344



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DLS

DIVISION OF LOCAL SERVICES
MA DEPARTMENT OF REVENUE

Proposition 2½ Ballot Questions

Requirements and Procedures

August 2017

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PROPOSITION 2½ BALLOT QUESTIONS REQUIREMENTS AND PROCEDURES

[General Laws Chapter 59, § 21C](#)

I. INTRODUCTION

Proposition 2½ limits the amount of revenue a city or town may raise from local property taxes each year to fund municipal operations. This amount is known as the annual levy limit. However, the law allows a city or town to increase tax revenues above that limit with approval of voters at an election. It also requires a city or town to reduce its levy limit as specified by the voters.

This summary explains the election procedure established by Proposition 2½ and the different types of questions communities may ask voters to approve.

II. TYPES OF BALLOT QUESTIONS

Proposition 2½ establishes two types of voter approved increases in taxing authority. It also allows voters to mandate a reduction in taxing authority.

A. OVERRIDES

A levy limit override increases the amount of property tax revenue a community may raise in the year specified in the override question and in future years. It increases the community's levy limit and becomes part of the base for calculating future years' levy limits. The result is a permanent increase in taxing authority. [G.L. c. 59 § 21C\(g\)](#).

The purpose of the override is to provide funding for municipal expenses likely to recur or continue into the future, such as annual operating and fixed costs, although it may be used for any municipal spending purpose.

The only limitation on the amount of the override is that the new levy limit, including the override, cannot exceed the overall Proposition 2½ levy ceiling of 2½ percent of the community's full and fair cash value.

B. EXCLUSIONS

An exclusion increases the amount of property tax revenue a community may raise for a limited or temporary period of time in order to fund specific projects. The amount of an exclusion may be raised in addition to the community's levy limit. It does not increase the community's levy limit nor become part of the base for calculating future years' levy limits.

The exclusion may be used to raise additional funds only for a capital purpose, which is any purpose for which a city or town is authorized to borrow. See generally [G.L. c. 44, §§ 7 and 8](#). This includes most public building and public works projects, as well as land and equipment acquisitions.

An exclusion may be used by a community to fund its own capital spending, or its assessed share of capital spending by a regional school district or other regional governmental unit of which it is a member, whether the spending is financed by borrowing (debt exclusion) or within the annual budget (capital expenditure exclusion).

There is no limitation on the number or dollar amount of exclusions.

1. Debt Exclusions

If a capital project is being funded by debt, approval of a debt exclusion permits the community to raise the amount of the annual debt service payment for that project each year until the debt is retired. A debt exclusion may be presented to the voters to exclude the debt service on the community's borrowings, or the community's share of the debt service on a borrowing of a regional governmental unit of which it is a member. [G.L. c. 59, § 21C\(k\)](#). See Section IV-A-2 below.

Debt exclusion questions may be presented to and approved by the voters before or after the related debt is authorized or issued. An exclusion approved after repayment of the debt had begun applies prospectively, *i.e.*, to the remaining debt service payments owed on the obligation. A separate question may be presented for each borrowing or multiple borrowings may be included within a single question.

2. Capital Expenditure Exclusions

If the capital project is being funded by an appropriation, voter approval of a capital expenditure exclusion question permits the community to raise the amount of the project costs up to the amount stated in the question. This additional taxing authority is available for just the one fiscal year specified in the question. [G.L. c. 59, § 21C\(i½\)](#). A separate question may be presented for each budgeted project or multiple projects may be included within a single question.

C. UNDERRIDES

A levy limit override decreases the amount of property tax revenue a community may raise in the year specified in the override question and in future years. It decreases the community's levy limit and becomes part of the base for calculating future years' levy limits. The result is a permanent decrease in taxing authority. [G.L. c. 59, § 21C\(h\)](#).

III. ELECTION PROCEDURE

A. PLACING QUESTIONS BEFORE VOTERS

Proposition 2½ questions are placed on an election ballot by vote of the "local appropriating body," which is defined in towns as the selectboard, not town meeting. In towns without selectboards, a vote of the town council is required to present a question to the electorate. In cities, a vote of the city council, with the mayor's approval where required by law, is needed. [G.L. c. 59, § 21C\(a\)](#).

This is the only way an override or exclusion question may be placed on the ballot. They may not be placed on the ballot by a town meeting vote or any local initiative procedure authorized by law. A local initiative procedure, however, may be used as an alternative method of placing an override question on the ballot.

The board or council must vote the question exactly as it will appear on the ballot.

1. Overrides and Underrides

A majority vote of the board or council is needed to place an override or underride question on the ballot. [G.L. c. 59, § 21C\(g\)](#) and [\(h\)](#).

2. Exclusions

A 2/3 vote of the board or council is needed to place an exclusion question on the ballot. [G.L. c. 59, § 21C\(i½\)](#), [\(j\)](#) and [\(k\)](#).

B. ELECTION PROCEDURE

Proposition 2½ questions may be placed on a regular or special municipal election ballot. Questions may also be placed on the state biennial election ballot. However, those questions must be submitted to the Secretary of State for certification by the first Wednesday in August preceding the election. [G.L. c. 59, § 21C\(i\)](#).

The usual laws and procedures relating to municipal elections apply. The municipal clerk must receive written notice of the question being placed on the ballot at least 35 days before the date of the election. [G.L. c. 54, § 42C](#). The vote to place a question on the ballot must take place in sufficient time to meet this advance notice requirement.

A city or town may present Proposition 2½ questions to the voters as many times during the year as it chooses. The only constraint on the interval between these elections is the time needed to call and hold each election.

The [Office of the Secretary of State](#) is responsible for administering and enforcing election laws. Specific questions about the application of these laws to Proposition 2½ elections should be directed to the [Elections Division](#) of that office at 617-727-2828.

C. FORM OF QUESTIONS

Proposition 2½ specifies the form of each type of ballot question. This exact language must be used to properly place a question before the voters. The question forms are found in **Appendix A**.

1. Statement of Purpose

All override and exclusion questions require a statement of the purpose or purposes for which the monies from the tax "assessment" or debt "issue" will be used.

a. Specificity of Purpose

The purpose must be described in a manner that enables voters to determine the appropriation(s) or debt obligation(s) covered by the question. The degree of specificity required to do this will depend on the type of question.

(1) Overrides

Override questions are designed to increase the amount of revenue generally available for appropriation. As a result, the spending purpose in an override question may be broad in scope such as general or departmental operating purposes. More specific spending purposes may also be stated such as where a service will be reduced or eliminated without the override. Examples of acceptable spending purposes are found in **Appendix B**.

(2) Exclusions

Exclusion questions are designed to fund specific capital projects. Therefore, the borrowing or spending purpose in an exclusion question must describe the particular project(s) being funded by the question.

b. Definition of Purpose

The purpose used in an override or exclusion question must be a spending or borrowing purpose. This means a purpose for which a community's appropriating body could vote to appropriate money or authorize debt. The purpose cannot be used to provide voters with information on the impact of an unsuccessful vote on the question or the underlying events or circumstances that may cause budget difficulties. Nor may it be used to promote or advocate for the override or exclusion.

For example, language that does not meet the definition of spending purpose would be questions with the stated purpose of "restoring monies lost due to local aid reductions" or "increasing free cash." These questions do not state a spending purpose because communities do not appropriate funds for these purposes.

In addition, language that explains the impact of voter action on the question and is intended to promote the override or exclusion does not meet the definition of spending purpose. For example, "preventing substantial reductions in town services, programs and personnel and further deferral of vital capital projects," "preventing a reduction in the police department budget," "preventing the layoff of 4 police officers," "maintaining current municipal and educational services" or "restoring school athletic programs" would be inappropriate. The question must simply specify the personnel, services or programs for which the additional funds will be used. Thus, appropriate purposes for the examples above would be "funding the town's operating and capital expenses,"

"funding the police department operating budget," "funding the salaries of 4 police officers," "funding municipal and educational services," or funding school athletic programs."

Finally, the spending purposes should not be characterized in a manner intended to promote the question by including financial information usually provided during the budget process. Examples would be "funding uncontrollable increases in employee health insurance costs" or "funding a 28% increase in the town's regional school district assessment." The question should just state the spending purpose: "funding employee health insurance costs" or "funding the town's regional school district assessment."

2. Other Information

Override and capital expenditure exclusion questions must also include the total amount of additional taxing authority being requested and the fiscal year in which it will be used. This information is not included in debt exclusion questions.

Any additional information about the requested amount, the services and programs to be funded by the requested amount, and the impact the vote will have on those services cannot be included in the question or on the ballot. That type of information should be provided in the course of a balanced, comprehensive, public information effort. Public information efforts undertaken by local officials must be consistent with election and campaign finance laws. See Sections III-F and G below.

D. APPROVAL OF QUESTIONS

A question is approved if a majority of the people voting on that question vote "yes."

E. APPROVAL OF MULTIPLE QUESTIONS ON SAME BALLOT

A community may place as many questions on a regular or special municipal election ballot as it chooses. However, if the community decides to place questions on the state biennial election ballot, it is limited to three questions. [G.L. c. 59, § 21C\(i\)](#).

1. Overrides

a. Pyramid or Tier Overrides

A community may present a "pyramid" or "tier" override to the voters. A pyramid override asks voters to determine which, if any, of two or more funding levels they are willing to approve. A separate override question is placed on the ballot for each funding level, with each question stating the same purpose purposes. Tiered means that the purposes of a higher funding level include purposes in addition to the purposes of all lower funding levels. Any question is approved if a majority of the persons voting on that question voted "yes." If more than one question is approved, the question specifying the highest dollar amount governs. This rule also applies where the questions are presented as alternative proposals to the voters.

The Elections Division of the Secretary of State's Office advises communities presenting pyramid or tier overrides to include voting instructions on the ballot. The following language is recommended:

Questions 1a, 1b and 1c are separate questions. You may vote for or against each question independently. Each question requires a majority of those voting on that question to pass. If more than one question passes, the question with the highest dollar amount will prevail.

b. "Menu" Overrides

A community may place several override questions each of which will fund different services or programs on the same ballot. If voters approve more than one override question stating different purposes, the community's levy limit may be increased by the total of the amounts specified in all approved questions.

c. Multi-year Overrides

A community may seek voter approval of an override for more than one year. To do so, a separate question must be placed on the ballot for each fiscal year in which the additional levy capacity being requested will be used. The amounts and purposes in the question may be the same or different.

Appendix C provides examples of single, multi-year, pyramid, tier and menu override approaches.

2. Exclusions

A community may place several exclusion questions for different capital projects or groups of capital projects on the same ballot. The community may raise the additional amounts excluded by each question approved by the voters.

F. VOTER INFORMATION

Local officials may not publish and provide voter information materials at public expense, including a summary of the impact a “yes” or “no” vote will have on local services, unless specifically authorized by statute. See [G.L. c. 53, § 18B](#) (local acceptance required) and the following special acts that authorize certain officials to prepare and distribute voter information on municipal elections: St. 1987, c. 274 (Newton Election Commission), St. 1989, c. 630 (Cambridge Election Commission), St. 1996, c. 180 (Sudbury Selectboard), St. 1998, c. 89 (Burlington Selectboard), St. 2002, c. 238 (Dedham Selectboard), St. 2004, c. 149, §§ 285-288 (Lancaster Selectboard), St. 2006, c. 404 (Yarmouth Selectboard) and St. 2006, c. 427 (Shrewsbury Selectboard).

Questions about voter information or ballot content should be directed to the Elections Division of the [Office of the Secretary of State](#) at 617-727-2828.

G. CAMPAIGN ACTIVITIES

[General Laws Chapter 55](#) governs the raising and spending of money for ballot questions as well as political candidates. The law also regulates the conduct of public officials and employees undertaking campaign finance activities.

In general, the law regulates conduct not speech. Thus, while local officials can take a position on an override or exclusion question and speak in favor of or in opposition to it, they cannot spend public funds or use public resources, such as personnel, supplies and facilities, to promote or oppose the question. [Anderson v. City of Boston, 376 Mass. 178 \(1978\)](#). Public employees may work on an override or exclusion campaign on a volunteer basis, on their own time, in any capacity other than fundraising. They may also make personal contributions to political committees established for the purpose of promoting or opposing the ballot question.

The [Office of Campaign and Political Finance](#) (OCPF) is responsible for administering and enforcing campaign finance laws. Its website includes materials that provide guidance about the application of these laws to the conduct of local officials and employees in Proposition 2½ elections. See, for example, Interpretative Bulletins [91-01, The Use of Governmental Resources for Political Purposes](#), and [92-02, Activities of Public Officials in Support of or Opposition to Ballot Questions](#). Specific questions should be directed to OCPF at 617-727-8352.

H. REVOCAION OF QUESTIONS

Proposition 2½ does not provide for the revocation or rescission of an approved question. An override can be negated, however, by voter approval of an underride. An exclusion can be negated by not funding the related borrowing or appropriation.

IV. RELATIONSHIP TO APPROPRIATIONS

Proposition 2½ establishes a limit on the annual property tax levy and approval of an override or exclusion question only increases the amount a community may raise in taxes. It does not authorize or require spending for the purpose of the question.

Similarly, an underride only decreases the amount a community may raise in taxes. The legal power to make spending decisions is still vested in the community's appropriating body (town meeting/town council/city council).

A. USE OF ADDITIONAL TAXING AUTHORITY (EARMARKING)

Approval of an override or exclusion question establishes the maximum amount of additional taxing authority available to the community. The spending decisions made by the community's appropriating body determine if any or all of this additional taxing authority is actually used. Thus, while the additional dollars are still part of the community's general unrestricted revenues (levy) and are not a separate financing source for the purpose of making appropriations, those dollars are considered "earmarked" because they cannot be raised in the tax levy unless the community appropriates them for the purpose stated in the question.

1. Overrides

a. General Overrides

A community's levy limit is increased by the amount stated in an override for any purpose except for a stabilization fund so long as all appropriations made for the stated spending purpose and fiscal year equal or exceed that amount, *i.e.*, the first dollars appropriated for that spending purpose are deemed to come from the override. If total appropriations for the year are less than the stated amount, then the community may only increase its levy limit by the amount actually appropriated.

The additional funds raised by the override are "earmarked" for the stated spending purpose only in the first fiscal year.

b. Stabilization Fund Overrides

The additional funds raised by an override to fund a stabilization fund are earmarked for that purpose in the first fiscal year and in subsequent fiscal years upon appropriation. Any change in the purpose for which the additional levy capacity may be used in future years must be approved by a majority of voters at an election. See [Informational Guideline Release \(IGR\) No. 17-20, Stabilization Funds](#) (July).

In the first year, town meeting, town council or city council makes an appropriation into the fund of any amount up to the amount stated in the override. The community's levy limit is increased by the amount stated, or amount appropriated if less.

In subsequent years, the community's levy limit is increased only where the additional levy capacity is "appropriated" by a 2/3 vote of the selectmen, town council or city council, with the mayor's approval if required by law, for the same stabilization fund purpose. If "appropriated," the assessors raise the amount in the tax rate.

2. Debt Exclusions

a. Total Exclusion

A debt exclusion covers debt service on the amount of borrowing authorized or contemplated for the stated purpose at the time of the election. Debt service includes payments of principal on permanent debt and interest on permanent and temporary debt.

The debt service on any additional borrowing above the amount fixed at the time of election is not covered unless (1) it is a modest amount attributable to inflation, new regulatory requirements or minor project changes, or (2) another debt exclusion is approved by the voters. See Section I of [IGR No. 02-101, Proposition 2½ Debt Exclusions](#) (March).

Any premiums received on the debt issue must be offset against the stated interest cost when calculating the debt exclusion so that it reflects the true interest cost incurred to finance the project. [G.L. c. 44, § 20](#). The manner in which a premium adjustment is made depends on when the bonds or notes were sold. See Section I of [IGR No. 17-22, *Premiums and Surplus Proceeds for Proposition 2½ Excluded Debt*](#) (August) for an explanation of when and how a premium adjustment is made.

If the project has been completed, abandoned or discontinued, there may be unspent surplus debt excluded proceeds. [G.L. c. 44, § 20](#). If there are unspent surplus proceeds when the project is completed, abandoned or discontinued, the debt exclusion for that project must be reduced proportionately unless the surplus proceeds are appropriated for another debt excluded project. See Section II of [IGR No. 17-22](#), for an explanation of when and how this reduction is made.

b. Annual Exclusion

The additional taxing authority available to a community each fiscal year until the debt covered by the exclusion is retired is the total principal and interest payment due net of any reimbursement received from the state or federal government for the project. This amount represents the community's share of the project's debt service for that year. If user fees, betterments or other local revenues are being used to fund all or part of the debt service, a community may exclude the principal and interest net of the local revenue, but it is not required to do so.

If an additional borrowing for the project is not covered by the exclusion, the additional taxing authority for each year is calculated by applying the percentage the borrowing amount fixed at the time of the election bears to the total debt issued for the project.

The annual exclusion amount may be adjusted from year to year in order to moderate the impact on taxpayers, provided that (1) in any year in which the exclusion raised is more than the actual local share of the debt service due for that year, the accounting officer reserves the excess for appropriation to pay debt service costs for future years, and (2) the total amount excluded during the adjusted schedule does not exceed the amount that would be excluded otherwise. See Section II of [IGR No. 02-101](#).

3. Capital Expenditure Exclusions

A community may use all of the additional taxing authority provided by an approved capital expenditure exclusion question so long as the amount appropriated for the specified capital project for the fiscal year, net of any reimbursement received from the state or federal government for the project, equals or exceeds the amount stated in the question. This amount represents the community's share of the project cost for that year. If the community's share is less than the amount stated in the question, then the community may only increase its taxing authority by its share. If user fees, betterments or other local revenues are being used to fund all or part of the project, a community may net out the local revenue, but it is not required to do so.

B. APPROPRIATION - ELECTION SEQUENCE

A community should adopt a budget process that will result in a balanced budget by July 1, but in any event it must have a balanced budget within the limits of Proposition 2½ by the time it sets a tax rate for the year. It may establish its expenditure and revenue budgets in any order it chooses. It could first seek voter approval of an override or exclusion question and then make appropriations for the year within a fixed revenue estimate. Alternatively, the community could choose to first adopt its expenditure budget and if that budget requires additional revenue to fully fund it, then seek voter approval of an override or exclusion question. If the question is successful, the budget will be balanced and a tax rate may be set without further action. If the question is not successful, then the community will have to reduce appropriations and/or increase non-tax revenues in order to establish a balanced budget and set a tax rate. The chart in **Appendix D** summarizes the sequencing options explained in this section and Section IV-C below.

C. CONTINGENT APPROPRIATIONS

A third budgeting approach available only to towns with town meetings is to adopt a balanced budget and then appropriate additional amounts to supplement that budget expressly contingent on the subsequent approval of an override or exclusion question. [G.L. c. 59, § 21C\(m\)](#).

A contingent appropriation vote does not place a question on the ballot. The decision whether or not to present any Proposition 2½ question to the voters is still made by the selectboard. See Section III-A above. It may choose not to present a question for any or all contingent appropriations made by town meeting. It may also place a question on the ballot for less than the contingent appropriation, which if approved, makes the appropriation effective to the extent of the amount stated in the question.

1. Statutory Requirements

Contingent appropriations may be made from the tax levy, available funds or borrowing and are subject to the following statutory requirements:

- A contingent appropriation is not effective until the override or exclusion question is approved. This means that until the question is approved, a town cannot spend from the contingent appropriation.
- The statement of spending purpose in the override or exclusion question must be substantially the same purpose as the contingent appropriation. This means the question need not be worded in exactly the same way as the appropriation. However, it must describe the purpose in a sufficiently similar manner that the voters can identify the particular appropriation the question is intended to fund. In the case of operating appropriations, this may mean the selectboard does not have as much flexibility in describing the specific positions, programs or services the question is intended to fund. See Section III-C-1-a above. In addition, each contingent appropriation need not be the subject of a separate question. The selectboard retains the power to decide the content of all questions and may include several contingent appropriations within a single override or exclusion question. In that case, the question must state the purpose of each appropriation it is intended to fund.

- The deadline for obtaining voter approval of override or exclusion questions for contingent appropriations made at an annual town meeting is September 15. More than one election may be held, but the contingent appropriation is null and void if the related question is not approved by September 15.
- The deadline for obtaining voter approval of override or exclusion questions for contingent appropriations made at any other town meeting is 90 days after the close of the town meeting at which the contingent appropriation vote was taken. More than one election may be held, but the contingent appropriation is null and void if the related question is not approved by the end of the 90 day period.
- If the contingent appropriation was made from the tax levy, the tax rate cannot be submitted to the Department of Revenue for approval until the override or exclusion question has been voted upon, or the applicable deadline for holding an election has passed, whichever occurs first.

2. Appropriation Types

Town meeting may make any appropriation contingent on a Proposition 2½ ballot question even if “contingency” language was not included in the warrant article under which the vote was taken. Any language in the vote that indicates the appropriation is subject to the approval of a Proposition 2½ question is sufficient.

Contingent appropriations may be used for appropriations for operating budgets, capital projects and regional school assessments. Towns often approve a regional school debt issue contingent on passage of a debt exclusion, but no appropriation is being voted at that time as required by [G.L. c. 59, §21C\(m\)](#). While most regional school committees treat contingent debt approvals coupled with an unsuccessful election within 60 days of the date the committee authorized the debt as a disapproval for purposes of [G.L. c. 71, § 16\(d\)](#), bond counsel should be consulted regarding these votes.

Appendix E provides examples of articles and motions that may be used for contingent appropriations for operating budgets, capital projects and regional school assessments.

V. **ROLE OF DEPARTMENT OF REVENUE**

The Division of Local Services (DLS) in the Department of Revenue has general supervisory authority over local property tax administration and financial practices. It issues guidelines to assist local financial officials in the performance of their duties, renders legal opinions on local tax and finance issues, conducts training programs and approves revaluations and tax rates. DLS is also responsible under Proposition 2½ for calculating a community's levy limit and for ensuring that a community does not set a tax rate that results in a tax levy exceeding the amount allowed by the law. [G.L. c. 59, § 21D](#).

Appendix F contains additional DLS resources about Proposition 2½ and DLS contact information (address, telephone number and website).

Appendix A

PROPOSITION 2½ BALLOT QUESTION FORMS

The form of each type of Proposition 2½ question is prescribed by [G.L. c. 59, § 21C](#). To properly present a question to the voters, the following statutory language must be used:

Levy Limit Override (G.L. c. 59, § 21C(g)):

Shall the (city/town) of _____ be allowed to assess an additional \$ _____ in real estate and personal property taxes for the purposes of (state the purpose(s) for which the monies from this assessment will be used) for the fiscal year beginning July first _____?

Yes _____ No _____

Levy Limit Underride (G.L. c. 59, § 21C(h)):

Shall the (city/town) of _____ be required to reduce the amount of real estate and personal property taxes to be assessed for the fiscal year beginning July first _____ by an amount equal to \$ _____?

Yes _____ No _____

Capital Expenditure Exclusion (G.L. c. 59, § 21C(i½)):

Shall the (city/town) of _____ be allowed to assess an additional \$ _____ in real estate and personal property taxes for the purposes of (state the purpose(s) for which the monies from this assessment will be used) for the fiscal year beginning July first _____?

Yes _____ No _____

Debt Exclusion (G.L. c. 59, § 21C(k)):

Shall the (city/town) of _____ be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to (state the purpose or purposes for which the monies from the local issue will be used)?

Yes _____ No _____

Appendix B

LEVY LIMIT OVERRIDE PURPOSES

Voter approval of a levy limit override under [G.L. c. 59, § 21C\(g\)](#) increases the amount of revenue a community may raise from the property tax on a permanent basis. An override is designed to provide a community with the ability to generate sufficient revenues to fund costs that are likely to continue into the future, such as annual operating and fixed expenses, although it may be used to provide funds for any valid municipal spending purpose.

All override questions require a statement of the purpose or purposes for which the additional monies will be used. The purpose used in the question must be a spending purpose. This means a purpose for which a community's appropriating body could vote to appropriate money. The spending purpose may be broad in scope, such as general or departmental operating purposes, or may be stated as a specific program or service.

If the override is to fund personnel costs and other expenses normally appropriated as part of departmental operating budgets, the spending purpose may be broadly stated as in the following examples:

- Funding the Town's operating budget.
- Funding operating expenses and capital expenditures.
- Providing for the general administrative cost of operating the schools, police department, fire department and other town departments.
- Funding the operating budget of the Public Schools and the Municipal Government.
- Defraying school operating expenses.
- Funding the Town's Regional School District assessment.

Specific positions, programs and services ordinarily funded within an appropriation for a municipal department or regional governmental unit may be the subject of an override question when the additional funds will be used to prevent the reduction or elimination of those services or to permit their commencement or expansion. For example, if two firefighter positions within the fire department operating budget were being eliminated, an override for the purpose of "funding two firefighter positions" would be acceptable.

A more specific spending purpose may also be used if the override is to fund a particular purpose or program that is the subject of a separate line item or special article appropriation as in the following examples:

- Defraying the costs of retirement contributions and health, life and unemployment insurance premiums.

- Funding the contractual costs of trash collection and disposal.
- Funding the Stabilization Fund.

While local officials have flexibility in describing the purposes of an override generally, less flexibility exists in describing the purposes of an override where it is being presented to fund one or more contingent appropriations because the spending purpose in the question must state substantially the same spending purpose(s) as the appropriation(s). Therefore, if, for example, an additional appropriation is made for the municipal school department operating budget or regional school district annual assessment contingent on an override, local officials would be limited to using "funding school operating expenses," "funding the Yourtown regional school district assessment" or similar language to describe the purpose of the override. They could not be as specific about the positions, programs or services that the school committee intends to eliminate from the budget if the override is unsuccessful as they might be if a contingent appropriation had not been used.

Moreover, local officials cannot use the question to provide voters with information on the underlying events or circumstances that are causing budget difficulties or to promote or otherwise advocate for the question. For example, "preventing the layoff of 4 firefighters" would be inappropriate because it explains the impact of voter action on the question and is intended to advocate for the override. The question should simply state the personnel, services or programs the additional amounts will be used to fund, which in this case would be "funding 4 firefighter positions."

Other examples of purposes in override questions that include advocacy language or would otherwise be inappropriate because they do not state spending purposes are the following:

- Restoring monies lost due to local aid reductions.
- Funding uncontrollable increases in employee health insurance costs.
- Preventing substantial reductions in public safety, education and other municipal services.
- Maintaining an adequate level of municipal services.
- Funding current positions.
- Restoring school athletic programs.

Appendix C

LEVY LIMIT OVERRIDE APPROACHES

I. SINGLE QUESTION OVERRIDE

Presents voters with a single choice of additional funding for general or specific spending purposes. The following are examples of single question overrides:

Example 1. General Purposes

Shall the Town of Yourtown be allowed to assess an additional \$2,000,000 in real estate and personal property taxes for the purposes of funding the operating budgets of the Town and the Public Schools for the fiscal year beginning July 1, ____?

Example 2. General Categories

Shall the Town of Yourtown be allowed to assess an additional \$2,000,000 in real estate and personal property taxes for the purposes of funding local and regional school, public safety, library, highway, parks and recreation and general government expenses for the fiscal year beginning July 1, ____?

Example 3. Multiple Departmental Purposes with Allocation

Shall the Town of Yourtown be allowed to assess an additional \$2,000,000 in real estate and personal property taxes for the purposes of funding the following departmental expenses: School Department (\$750,000), Police Department (\$250,000), Fire Department (\$250,000), Public Works Department (\$250,000), Public Library (\$250,000), Parks and Recreation Department (\$150,000), Council on Aging (\$25,000) and Financial Offices, including Assessors, Collector-Treasurer, Accountant, (\$75,000) for the fiscal year beginning July 1, ____?

Example 4. Single Departmental Budget

Shall the Town of Yourtown be allowed to assess an additional \$200,000 in real estate and personal property taxes for the purposes of funding the Fire Department for the fiscal year beginning July 1, ____?

Example 5. Specific Positions/Programs/Services

Shall the Town of Yourtown be allowed to assess an additional \$200,000 in real estate and personal property taxes for the purposes of funding four full-time firefighter positions for the fiscal year beginning July 1, ____?

II. MULTIPLE QUESTION OVERRIDES

Presents voters with multiple choices of additional funding for general or specific spending purposes. There are three multiple question approaches: "menu, "multi-year" and "pyramid" or "tier" overrides.

A. "MENU" OVERRIDE

The "menu" approach presents two or more questions each of which will fund different services or programs. Each question stands on its own merits. Therefore, if the voters approve more than one question, the community's levy limit is increased by the total of the amounts specified in all approved questions.

The following is an example of a "menu" override:

Shall the Town of Yourtown be allowed to assess an additional \$1,000,000 in real estate and personal property taxes for the purposes of funding the Yourtown Public and Yourtown Valley Regional High Schools for the fiscal year beginning July 1, ____?

Shall the Town of Yourtown be allowed to assess an additional \$250,000 in real estate and personal property taxes for the purposes of funding the Fire Department for the fiscal year beginning July 1, ____?

Shall the Town of Yourtown be allowed to assess an additional \$250,000 in real estate and personal property taxes for the purposes of funding the Police Department for the fiscal year beginning July 1, ____?

Shall the Town of Yourtown be allowed to assess an additional \$100,000 in real estate and personal property taxes for the purposes of funding the Public Library for the fiscal year beginning July 1, ____?

B. MULTI-YEAR OVERRIDE

The multi-year approach present two or more questions each of which applies to a different fiscal year. The amounts and purposes need not be the same. Each question stands on its own merits. Therefore, if the voters approve more than one question, the community's levy limit will be increased in the fiscal year specified in each approved question by the amount in the question.

The following is an example of a "multi-year" override

1A Shall the Town of Yourtown be allowed to assess an additional \$1,000,000 in real estate and personal property taxes for the purposes of operating the Municipal Government and Public Schools for the fiscal year beginning July 1, 0001?

1B Shall the Town of Yourtown be allowed to assess an additional \$500,000 in real estate and personal property taxes for the purposes of operating the Municipal Government and Public Schools for the fiscal year beginning July 1, 0002?

C. "PYRAMID" OR "TIER" OVERRIDE

The "pyramid" or "tier" approach provides voters with a choice of two or more different funding levels for general spending purposes or for specific services or programs. A separate question is presented for each funding level. The funding levels are presented as alternative, not independent, proposals, which means a higher funding level proposed in a question also includes all lower ones. Therefore, if the voters approve more than one question, the approved question stating the highest dollar amount prevails and the community's levy limit is increased by that amount.

The following are examples of "pyramid" or "tier" overrides:

Example 1. General Purpose

1A Shall the Town of Yourtown be allowed to assess an additional \$1,000,000 in real estate and personal property taxes for the purposes of operating the Municipal Government and Public Schools for the fiscal year beginning July 1, ____?

1B Shall the Town of Yourtown be allowed to assess an additional \$500,000 in real estate and personal property taxes for the purposes of operating the Municipal Government and Public Schools for the fiscal year beginning July 1, ____?

1C Shall the Town of Yourtown be allowed to assess an additional \$250,000 in real estate and personal property taxes for the purposes of operating the Municipal Government and Public Schools for the fiscal year beginning July 1, ____?

Example 2. Multiple Purposes with Allocation

1A Shall the Town of Yourtown be allowed to assess an additional \$1,000,000 in real estate and personal property taxes for the purposes of funding the school (\$500,000), police (\$250,000) and fire (\$250,000) departments for the fiscal year beginning July 1, ____?

1B Shall the Town of Yourtown be allowed to assess an additional \$500,000 in real estate and personal property taxes for the purposes of funding the school (\$250,000), police (\$125,000) and fire (\$125,000) departments for the fiscal year beginning July 1, ____?

1C Shall the Town of Yourtown be allowed to assess an additional \$250,000 in real estate and personal property taxes for the purposes of funding the school (\$125,000), police (\$62,500) and fire (\$62,500) departments for the fiscal year beginning July 1, ____?

Example 3. Multiple "Pyramids"

1A Shall the Town of Yourtown be allowed to assess an additional \$500,000 in real estate and personal property taxes for the purposes of operating the Yourtown Public Schools for the fiscal year beginning July 1, ____?

- 1B Shall the Town of Yourtown be allowed to assess an additional \$250,000 in real estate and personal property taxes for the purposes of operating the Yourtown Public Schools for the fiscal year beginning July 1, ____?
- 1C Shall the Town of Yourtown be allowed to assess an additional \$125,000 in real estate and personal property taxes for the purposes of operating the Yourtown Public Schools for the fiscal year beginning July 1, ____?
- 2A Shall the Town of Yourtown be allowed to assess an additional \$300,000 in real estate and personal property taxes for the purposes of operating the Police Department for the fiscal year beginning July 1, ____?
- 2B Shall the Town of Yourtown be allowed to assess an additional \$200,000 in real estate and personal property taxes for the purposes of operating the Police Department for the fiscal year beginning July 1, ____?
- 2C Shall the Town of Yourtown be allowed to assess an additional \$100,000 in real estate and personal property taxes for the purposes of operating the Police Department for the fiscal year beginning July 1, ____?

Example 4. Specific Positions/Programs

- 1A Shall the Town of Yourtown be allowed to assess an additional \$400,000 in real estate and personal property taxes for the purposes of funding 8 firefighter positions for the fiscal year beginning July 1, ____?
- 1B Shall the Town of Yourtown be allowed to assess an additional \$200,000 in real estate and personal property taxes for the purposes of funding 4 firefighter positions for the fiscal year beginning July 1, ____?
- 1C Shall the Town of Yourtown be allowed to assess an additional \$100,000 in real estate and personal property taxes for the purposes of funding 2 firefighter positions for the fiscal year beginning July 1, ____?

Example 5. "Tiered" Pyramid

- 1A Shall the Town of Yourtown be allowed to assess an additional \$2,000,000 in real estate and personal property taxes for the purposes of operating the Yourtown Public Schools and to fund instructional staff (8 positions), textbooks, technology support (including 1 position) and equipment for Yourtown High School and to fund instructional staff (14 positions), textbooks and technology support and equipment for the other schools for the fiscal year beginning July 1, ____?
- 1B Shall the Town of Yourtown be allowed to assess an additional \$1,000,000 in real estate and personal property taxes for the purposes of operating the Yourtown Public Schools and to fund instructional staff (8 positions), textbooks, technology support (including 1 position) and equipment for Yourtown High School for the fiscal year beginning July 1, ____?

1C Shall the Town of Yourtown be allowed to assess an additional \$500,000 in real estate and personal property taxes for the purposes of operating the Yourtown Public Schools for the fiscal year beginning July 1, _____?

Appendix D

SEQUENCING OPTIONS

<p align="center"><u>Number 1</u> Election - Appropriation</p>	<p align="center"><u>Number 2</u> Appropriation - Election</p>	<p align="center"><u>Number 3</u> Contingent Appropriation - Election Towns Only</p>
<p>Election held</p> <ul style="list-style-type: none"> • Annual or special municipal • State biennial 	<p>Appropriation made by town meeting or city/town council</p> <ul style="list-style-type: none"> • Annual or special 	<p>Appropriation made by town meeting</p> <ul style="list-style-type: none"> • Annual or special
<p>Appropriation made by town meeting or city/town council</p> <ul style="list-style-type: none"> • Annual or special 	<p>Election held</p> <ul style="list-style-type: none"> • Annual or special municipal • State biennial 	<p>Election held</p> <ul style="list-style-type: none"> • Annual or special municipal, state biennial • Election deadline: <ul style="list-style-type: none"> • September 15 for appropriations made at annual town meeting • 90 days after special town meeting dissolves for appropriations made at that meeting
<p>If question passes and appropriation fails</p> <ul style="list-style-type: none"> • Question is valid • If override/capital exclusion, have until tax rate set to appropriate for same purpose • If debt exclusion, have reasonable time to authorize debt for same project 	<p>If question passes and appropriation fails</p> <ul style="list-style-type: none"> • Question is valid • If override/capital exclusion, have until tax rate set to appropriate for same purpose • If debt exclusion, have reasonable time to authorize debt for same project 	<p>If question passes</p> <ul style="list-style-type: none"> • No further action required - appropriation validated and tax increase approved to cover expenditure
<p>If appropriation passes and question fails</p> <ul style="list-style-type: none"> • Appropriation is valid • Budget must be adjusted within levy limit by time tax rate set (to balance budget, town meeting or city/town council may cut any budget item, not just question purpose, and/or community may raise non-tax revenues) • Question may be presented again 	<p>If appropriation passes and question fails</p> <ul style="list-style-type: none"> • Appropriation is valid • Budget must be adjusted within levy limit by time tax rate set (to balance budget, town meeting or city/town council may cut any budget item, not just question purpose, and/or community may raise non-tax revenues) • Question may be presented again 	<p>If question fails</p> <ul style="list-style-type: none"> • No further action required - appropriation null and void • Question may be presented at other elections, but must be approved by: <ul style="list-style-type: none"> • September 15 for appropriations made at annual town meeting • 90 days after special town meeting dissolves for appropriations made at that meeting
<p>If question and appropriation both pass or both fail</p> <ul style="list-style-type: none"> • No further action required 	<p>If question and appropriation both pass or both fail</p> <ul style="list-style-type: none"> • No further action required 	<p>If election not held by deadline</p> <ul style="list-style-type: none"> • Appropriation null and void

Appendix E

**EXAMPLES
CONTINGENT APPROPRIATION ARTICLES AND MOTIONS**

OMNIBUS BUDGET ARTICLES

APPROACH 1: SINGLE MOTION FOR CONTINGENT AND NON-CONTINGENT AMOUNTS

ARTICLE: TO ACT ON THE REPORT OF THE FINANCE COMMITTEE ON THE FISCAL YEAR ____ BUDGET AND TO RAISE AND APPROPRIATE OR TRANSFER FROM AVAILABLE FUNDS MONEY FOR THE OPERATION OF THE TOWN'S DEPARTMENTS AND THE PAYMENT OF DEBT SERVICE AND ALL OTHER NECESSARY AND PROPER EXPENSES FOR THE YEAR, OR TAKE ANY OTHER ACTION RELATIVE THERETO.

MOTION: I move that the town vote to raise and appropriate or transfer from available funds the amounts recommended by the Finance Committee for departmental operating purposes, debt service and other town expenses in fiscal year ____, with each item to be considered a separate appropriation and the amounts shown in the column captioned "Contingent Appropriations" to be appropriated contingent upon passage of a Proposition 2½ ballot question under General Laws Chapter 59, § 21C.

PROPOSED FISCAL YEAR ____ BUDGET

THE FINANCE COMMITTEE RECOMMENDS THAT THE AMOUNTS SHOWN IN THE COLUMN CAPTIONED "NON-CONTINGENT APPROPRIATIONS" BE APPROPRIATED FROM THE TAX LEVY, UNLESS OTHERWISE SPECIFIED, FOR FISCAL YEAR ____ DEPARTMENTAL OPERATING PURPOSES, DEBT SERVICE AND OTHER TOWN EXPENSES, AND THAT THE AMOUNTS SHOWN IN THE COLUMN CAPTIONED "CONTINGENT APPROPRIATIONS" BE APPROPRIATED FROM THE TAX LEVY CONTINGENT UPON THE PASSAGE OF A PROPOSITION 2½ BALLOT QUESTION UNDER GENERAL LAWS CHAPTER 59, § 21C.

<u>PURPOSE</u>	<u>NON-CONTINGENT APPROPRIATIONS</u>	<u>CONTINGENT APPROPRIATIONS</u>
Selectmen's Office		
Salaries	\$ 45,000	\$ 6,000
Expenses	18,000	4,000
School Department	2,800,000	300,000
Town Planner		
Salary	0	35,000
Expenses	0	12,000
Cemetery Commission		
Salaries	8,000	
Expenses	10,000	
	(Includes \$8,000 transfer from Sale of Lots Fund)	
...
TOTAL	\$ 8,000,000	\$ 890,000

APPROACH 2: SEPARATE MOTIONS FOR CONTINGENT AND NON-CONTINGENT AMOUNTS

MOTION: I move that the town vote to raise and appropriate or transfer from available funds the amounts recommended by the Finance Committee for departmental operating purposes, debt service and other town expenses in fiscal year_, with each item to be considered a separate appropriation.

PROPOSED FISCAL YEAR _____ BUDGET

THE FINANCE COMMITTEE RECOMMENDS THAT THE FOLLOWING AMOUNTS BE APPROPRIATED FROM THE TAX LEVY, UNLESS OTHERWISE SPECIFIED, FOR FISCAL YEAR _____ DEPARTMENTAL OPERATING PURPOSES, DEBT SERVICE AND OTHER TOWN EXPENSES:

<u>PURPOSE</u>	<u>RECOMMENDED</u>
Selectboard's Office	
Salaries	\$ 45,000
Expenses	18,000
School Department	2,800,000
Town Planner	
Salary	0
Expenses	0
Cemetery Commission	
Salaries	8,000
Expenses	10,000
	(Includes \$8,000 transfer from Sale of Lots Fund)
...	...
TOTAL	\$ 8,000,000

MOTION: I move that the town vote to raise and appropriate any additional amounts recommended by the Finance Committee for the departmental operating purposes and other town expenses in fiscal year_____, contingent upon passage of a Proposition 2½ ballot question under General Laws Chapter 59, § 21C.

PROPOSED FISCAL YEAR _____ CONTINGENT BUDGET

THE FINANCE COMMITTEE RECOMMENDS THAT THE FOLLOWING AMOUNTS BE APPROPRIATED FROM THE TAX LEVY FOR FISCAL YEAR_____ DEPARTMENTAL OPERATING PURPOSES AND OTHER TOWN EXPENSES CONTINGENT UPON PASSAGE OF A PROPOSITION 2½ BALLOT QUESTION UNDER GENERAL LAWS CHAPTER 59, § 21C.

<u>PURPOSE</u>	<u>RECOMMENDED</u>
Selectboard's Office	
Salaries	\$ 6,000
Expenses	4,000
School Department	300,000
Town Planner	
Salary	35,000
Expenses	12,000
...	...
TOTAL CONTINGENT APPROPRIATIONS	\$ 890,000

BALLOT QUESTIONS

Under either approach, the town has the choice whether to bundle all the contingent appropriations for operating expenditures for the fiscal year into a single override question for the \$890,000 in this example, or to put separate questions on the ballot for different departments or groups of departments: for instance, one question for \$300,000 for school department operating expenses and another question for \$590,000 for operating expenses of all other town departments. The choice of how to structure the ballot questions is within the discretion of the selectboard. If the selectboard decides to include more than one contingent appropriation in a question, the purpose of each appropriation the question is intended to fund would have to be stated in the question.

OTHER APPROPRIATION ARTICLES

REGIONAL SCHOOL BUDGET ARTICLE - (Levy Limit Override)

ARTICLE __: TO SEE IF THE TOWN WILL APPROVE THE _____ REGIONAL SCHOOL DISTRICT BUDGET FOR FISCAL YEAR _____ AND RAISE AND APPROPRIATE OR TRANSFER FROM AVAILABLE FUNDS \$(FULL ASSESSMENT) TO PAY ITS ASSESSED SHARE OF THAT BUDGET, OR TO TAKE ANY OTHER ACTION RELATIVE THERETO.

MOTION: I move that the town raise and appropriate \$(non-contingent portion) to pay its assessed share of the _____ Regional School District Budget for fiscal year _____ and that it raise and appropriate the additional \$(contingent portion) required to fully fund the assessment and thereby approve the district's budget for the year, provided that this additional appropriation be contingent on the approval of a Proposition 2½ levy limit override under General Laws Chapter 59, § 21C(g).

REGIONAL SCHOOL BUDGET ARTICLE - (Capital Outlay Expenditure Exclusion)

ARTICLE __: TO SEE IF THE TOWN WILL APPROVE THE _____ REGIONAL SCHOOL DISTRICT BUDGET FOR FISCAL YEAR ____ AND RAISE AND APPROPRIATE OR TRANSFER FROM AVAILABLE FUNDS \$(FULL ASSESSMENT) TO PAY ITS ASSESSED SHARE OF THAT BUDGET, OR TO TAKE ANY OTHER ACTION RELATIVE THERETO.

MOTION: I move that the town raise and appropriate \$(non-contingent portion) to pay its assessed share of the _____ Regional School District Budget for fiscal year ____ and that it raise and appropriate the additional \$(contingent portion) attributable to its share of the budget for capital spending not funded by debt so as to fully fund the assessment and thereby approve the district's budget for the year, provided that this additional appropriation be contingent on the approval of a Proposition 2½ capital outlay expenditure exclusion under General Laws Chapter 59, § 21C(i½).

SEPARATE DEPARTMENTAL "CONTINGENT BUDGET" ARTICLE

ARTICLE _: TO SEE IF THE TOWN WILL RAISE AND APPROPRIATE OR TRANSFER FROM AVAILABLE FUNDS A SUM TO SUPPLEMENT THE FIRE DEPARTMENT'S OPERATING BUDGET FOR FISCAL YEAR ____ CONTINGENT UPON THE PASSAGE OF A PROPOSITION 2½ BALLOT QUESTION, OR TAKE ANY OTHER ACTION RELATIVE THERETO.

MOTION: I move that the town raise and appropriate an additional \$ _____ for the Fire Department's fiscal year ____ operating budget to be allocated as follows: \$ _____ for salaries and \$ _____ for expenses, provided that such additional appropriations be contingent on the passage of a Proposition 2½ ballot question.

BORROWING ARTICLE

ARTICLE _: TO SEE IF THE TOWN WILL APPROPRIATE A SUM OF MONEY BY BORROWING TO DESIGN AND CONSTRUCT A SENIOR CENTER AND TO AUTHORIZE THE TREASURER, WITH THE APPROVAL OF THE SELECTMEN, TO ISSUE ANY BONDS OR NOTES THAT MAY BE NECESSARY FOR THAT PURPOSE, AND TO APPLY THE PREMIUM RECEIVED BY THE TOWN UPON THE SALE OF ANY BONDS OR NOTES THEREUNDER, LESS ANY SUCH PREMIUM APPLIED TO THE PAYMENT OF THE COSTS OF ISSUANCE OF SUCH BOND OR NOTES, TO PAY PROJECT COSTS AND REDUCE THE AMOUNT AUTHORIZED TO BE BORROWED BY THE AMOUNT OF THE PREMIUM SO APPLIED, OR TAKE ANY OTHER ACTION RELATIVE THERETO.

MOTION: I move that the town appropriate and borrow \$5,000,000 for the design and construction of a senior center and authorize the treasurer with the approval of the selectboard, to issue any bonds or notes that may be necessary for that purpose, as authorized by General Laws Chapter 44, § 7(1), or any other general or special law, for a period not to exceed 10 years, provided, however, that this appropriation and debt authorization be contingent upon passage of a Proposition 2½ debt exclusion question General Laws Chapter 59, § 21C(k). Any premium received by the town from the sale of any bonds or notes authorized by this vote, less the costs of issuance of the bonds or notes paid from the premium, and any accrued interest may be applied to pay project costs in accordance with General Laws Chapter 44, Section 20 and the amount authorized to be borrowed to pay those costs shall be reduced by the same amount applied.

Appendix F

ADDITIONAL RESOURCES AND CONTACT INFORMATION

Division of Local Services (DLS), MA Department of Revenue

Website: www.mass.gov/dls

MAILING ADDRESS: P.O. Box 9569, Boston, MA 02114-9569

MAIN LOCATION: 100 Cambridge Street, Boston, MA 02114

MAIN TELEPHONE: (617) 626-2300

MAIN FAX: (617) 626-2330

DLS publications and Proposition 2½ data are published on the [DLS website](#).

For our [on-line tutorial and additional information](#) on Proposition 2½, please visit the [Municipal Finance Training and Resource Center](#) on the DLS website.

For questions about Proposition 2½ election or other data:

- Contact the Municipal Data Bank staff at databank@dor.state.ma.us or (617) 626-2384.

For questions about a community's levy limit calculation:

- Local officials should contact the Bureau of Accounts Representative assigned to their community.
- Others must contact the DLS Director of Policy and Administration at (617) 626-2377.

For questions about Proposition 2½ ballot questions, or municipal tax or finance law generally:

- Local officials may contact the DLS legal staff at (617) 626-2400.
- Others must contact the DLS Director of Policy and Administration at (617) 626-2377.

Position Title:	Animal Control Officer	Compensation Schedule:	Police Personnel
Department	Animal Control	Level:	P1
Reports to:	Chief of Police	FLSA Exempt:	No
SB Approved:		Essential:	Yes

Statement of Duties: The Animal Control Officer (ACO) is responsible for enforcement of state and local laws and regulations related to animal control for the Town of Erving. The ACO oversees the care and control of domestic animals, and in some instances wildlife. **The ACO is a civilian position within the Police Department and does not possess police powers.** The ACO is required to perform all similar or related duties as directed.

Supervision Required: The ACO works under the general direction of the Chief of Police, and also reports to the Select Board. Working from municipal policies and objectives the ACO establishes short-range plans and objectives and performance standards. The ACO is directly accountable for department results. The ACO consults with supervisor when clarification, interpretation, or exception to municipal policy may be required. The ACO is responsible for goals, objectives, and budgets. The ACO is also expected to attempt to resolve conflicts which arise and coordinate with others as necessary.

Confidentiality: The ACO has access to confidential information.

Judgment: The work requires the position to examine, analyze and evaluate facts and circumstances surrounding individual problems, situations or transactions. The position determines actions to be taken within the limits of standard or accepted practices. The position weighs efficiency and relative priorities in conjunction with procedural concerns in decision making. The position requires understanding, interpreting and applying state and local regulations.

Work Environment: Work requires some agility and physical strength. The ACO is required to work beyond normal business hours in response to emergency situations on a 24/7 basis.

Nature and Purpose of Relationships: Good relationships are critical with co-workers, the public and with groups and/or individuals who have conflicting opinions or objectives, diverse points of view or differences. Skillful negotiating and achieving compromise are required to secure support, concurrence and acceptance or compliance. The ACO will also encounter a person who may be under severe stress, where a high degree of persuasion may be required to obtain the desired effect.

Complexity: The work consists of the practical application of a variety of concepts, practices and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances; inspecting, testing or evaluating compliance with established standards or criteria; gathering, analyzing and evaluating facts or data using specialized fact-finding techniques; or determining the methods to accomplish the work.

Essential Functions:

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

1. Patrols the roads and ways of the Town of Erving to catch stray dogs. Returns stray dogs to their owners (if known) or impounds the animal until claimed by the owner. Issues appropriate citations and fines for violations of state and local laws or regulations related to the care and control of animals. Prepares and files complaints with the district court for unpaid citations.
2. Investigates complaints from the public regarding dog bite incidents, dangerous dogs, aggressive dogs, loose dogs, cruelty to and/or neglect of animals, and nuisance or barking dogs. The ACO responds to each complaint according to the merit of the situation.
3. Responds to injured domestic animal reports, transporting the animal to the appropriate veterinary facility and locating the owner of the injured animal when possible.
4. Responds, when needed, to reports of injured wildlife and transports, when needed, sick or injured wildlife to an appropriate wildlife facility.
5. Responds to reports of domestic or wild animals in distress/trapped in unusual places and rescues the animal, returning the animal to the owner, releasing back to the wild, or transporting the animal for further care.
6. Captures and controls livestock and exotic animals that have escaped their property.
7. Assists other agencies (police, fire, and rescue) in rescuing, removing, and/or controlling animals involved in emergency situations such as human medical emergencies, fires, accidents, and warrant searches.
8. Prepares and presents dangerous or nuisance dog hearings for the Select Board. Recommends solutions and sanctions for violations. Monitors and enforces the Town's orders.
9. Enforces the state and local dog licensing law, contacting unlicensed dog owners and issuing fines when appropriate.
10. Creates emergency response plans for pet owners coordinates with other authorities on evacuation centers and pet friendly shelters. Informs the public about emergency planning for pets in Erving.
11. Responds to calls from residents.

12. Educates the public on responsible pet ownership and the laws regarding animals in Erving; educates children and parents about animal safety.
13. Maintains and updates records, database, and files of information for the department; to include accurate training records and mandatory filings with all State agencies.
14. Responds to mutual aid calls as approved by the Chief of Police, or per mutual aid agreements with neighboring communities that the Town may enter into.
15. Must be required to attend any related court proceedings and/or attend meetings of the Select Board.

Minimum Qualifications

Education and Experience: Position requires a high school diploma or equivalent, and at least one to three (1-3) years of work experience, preferably in animal care and control; an equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job may be considered.

Special Requirements: The ACO must obtain state certification (within one year of appointment), certification and training for disaster response, Firearms Identification Card (FID) within a one (1) year of appointment and have a valid Massachusetts driver's license.

Knowledge, Abilities and Skill:

Knowledge: Thorough knowledge of state and local laws pertaining to animal control, animal husbandry practices and procedures, animal first aid; working knowledge of the geographical layout of the town.

Abilities: Ability to interact effectively and appropriately with the public and other personnel, create accurate and detailed reports of findings, deal with disgruntled residents, and maintain confidential information. Ability to capture and/or restrain animals in a safe and effective manner. Ability to work independently.

Skills: Care and control of animals, making observations and recording information. Proficient oral and written communication skills.

Physical and Mental Requirements

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

Physical Skills: Work requires some agility and physical strength, such as moving over rough terrain, or standing or walking most of the work period. Occasionally, work may require lifting, pushing or carrying heavy objects such as animals for long distances. Must be able to lift or move

dogs of at least 100 lbs. The ACO will need to stretch and reach in order to retrieve materials. The assigned work may require extended physical effort over a significant portion of the workday and under adverse weather conditions.

Motor Skills: Position requires minimal motor skills for activities such as: operating a vehicle, personal computer and/or most other office equipment, typing and/or word processing, filing, moving objects, sorting of papers or operating a motor vehicle. Must be able to use department provided equipment such as leashes, muzzles, cages, fire arm

Visual Skills: Position requires the employee to routinely read and interpret documents.

DRAFT

From: [Storti, William](#)
To: [Bryan Smith](#)
Subject: [EXTERNAL]Bridge Street and Maple Avenue
Date: Thursday, March 9, 2023 3:30:56 PM
Attachments: [image001.png](#)

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

Bryan,

To confirm from our conversation earlier today, we will be considering pertinent Complete Streets components as we design the additional work related to the Bridge Street and Maple Avenue project and will implement to the greatest extent practicable.

Let me know if you have any additional questions.

Best,
Bill

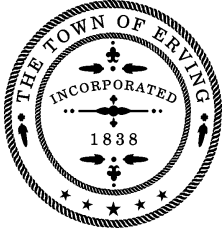
Bill Storti
Senior Project Manager
direct: 860-616-6453



Weston & Sampson (*We've Moved!*)
712 Brook Street, Suite 103 | Rocky Hill, CT 06067
tel: 860-513-1473
westonandsampson.com

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TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800

Fax 413-422-2808

Email: administrator@erving-ma.gov

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

Bryan Smith
Town Administrator

February 24, 2023

To: Select Board
CC: Glenn McCrory, Highway Superintendent

From: Bryan Smith, Town Administrator

RE: Bridge Street & Maple Avenue Engineering

In June of 2022, the Board engaged Weston & Sampson for engineering services to plan for the replacement of the existing stacked stone retaining wall on Bridge Street at the Farley Wastewater Treatment Plant (POTW3). The project included the necessary reconstruction of Bridge Street and stormwater management that is required. The Town has been working with Weston & Sampson ever since. The signed scope of work covers the tasks of base mapping, geotechnical, preliminary design and cost estimation, public participation, hydrology, permitting, final design, bidding, and construction administration.

In the fall of 2022 MassDOT confirmed that the design process for the Route 2 improvements in Farley would begin again and a road safety audit was held in October 2022. In consultation with MassDOT and their engineering firm, there was discussion about trying to elevate Bridge Street to match the grade of Route 2 and to provide enough of a plateau for a vehicle at the intersection the opportunity to safely turn on to Route 2. This request has been discussed with Weston & Sampson and it would make sense to address this issue while the wall is being reconstructed. Attached you will find a proposal from Weston & Sampson to amend their initial scope of work for the project. Scope item #1 addresses this additional engineering work.

While conducting this work in the area and considering pending capital improvement requests, it may be efficient to incorporate some additional scope of work into the project that could be done by the same contractor. These additional engineering scopes could include:

- The milling and repaving of POTW3 (scope item #2)
- Mill and paving of Maple Avenue (scope item #3)
- Replacement of the Maple Avenue Fire Pond (scope item #4)
- Rehabilitation of the paved area at the Maple Avenue landfill & salt shed (scope item #5)

For capital projects, the Capital Planning Committee has recommended the additional funding to address the adjustment to the Bridge Street wall, the repaving of Maple Avenue, and the repaving of POTW#3. The planning for future capital projects would include the replacement of the fire pond and the repaving of the salt shed and landfill.

Recommended vote language:

A motion to engage Weston & Sampson for additional engineering services, item (s) _____, for Bridge Street & Maple Avenue, in the amount of \$_____, and to authorize Bryan Smith, Town Administrator, to execute all necessary agreements.

December 12, 2022

Bryan Smith
Town Administrator
12 East Main Street
Erving, MA 01344

RE: **Proposal for Additional Engineering Services – Bridge Street and Maple Avenue**

Mr. Smith:

Weston & Sampson Engineers, Inc. (Weston & Sampson) is excited about the opportunity to provide additional assistance and services to the Town of Erving associated with the Bridge Street Wall Replacement project.

SCOPE OF SERVICES

Below, we describe the services that Weston & Sampson will provide for each additional scope item.

Scope Item 1: Additional Services to The Bridge Street Wall Replacement Project

The following tasks are included in Scope Item 1:

- Investigate and improve to the extent possible the intersection of Bridge Street at Route 2.
- Revise the vertical profile to provide an approximate 30-foot long landing area for vehicles at the intersection.
- Revise intersection alignment if feasible.
- Realign the vertical profile of Church Street as required to match intersection changes.
- Update wall design/height as required. Update Geotechnical Report.
- Remove proposed improvements from POTW #3 to the bridge.
- Update Contract Documents.
- *No additional field survey work or resource area delineation is required.*
- *Bidding and Construction Administration will be included as part of the existing contract.*

Scope Item 2: POTW #3 Paving

The following tasks are included in Scope Item 2:

- Delineate and field locate resource areas as required. Update Wetlands Report and existing Permits.
- Depict milling and overlay limits of the POTW #3 paved areas.
- Extend pavement limits to include the tank manhole access covers near the final building.
- Update Contract Documents and include Scope Item #2 as a separate bidding schedule due to funding source.
- *Bidding and Construction Administration will be included as part of the existing contract.*

Scope Item 3: Maple Avenue Mill and Overlay

The following tasks are included in Scope Item 3:

- Depict milling and overlay limits of Maple Avenue on aerial mapping available from MassGIS.
- Perform visual inspection of structure grades and require adjustments, if necessary, maintain roadway grades and slopes.
- Update Contract Documents.
- Provide Construction Administration services.

- *No additional resource area delineation is anticipated to be required.*
- *Bidding will be included as part of the existing contract.*

Scope Item 4: Maple Avenue Fire Pond Replacement

The following tasks are included in Scope Item 4:

- Delineate and field locate resource areas within 200 feet of the site as required.

Scope Item 5: Maple Avenue Salt Shed Pavement Rehabilitation

The following tasks are included in Scope Item 5:

- Perform field planimetric and topographic survey of the Salt Shed area.
- Delineate and field locate resource areas as required. Update Wetlands Report and Permits.
- Provide design of reconstruction and/or milling and overlay of paved area, including entrance to the salt shed.
- Consider typical vehicle turning radii and future plans at the site.
- Update Contract Documents.
- Submit a Request for Determination of Applicability and attend one meeting with the Conservation Commission.
- Provide Construction Administration services.
- *Bidding will be included as part of the existing contract.*

FEE

Task	Lump Sum Fee
Scope Item 1 Bridge Street Wall Improvements Updates	\$10,700
Scope Item 2 POTW #3 Paving	\$5,300
Scope Item 3 Maple Avenue Mill and Overlay	\$5,100
Scope Item 4 Maple Avenue Fire Pond	\$900
Scope Item 5 Maple Avenue Salt Shed Area	\$7,900
Total	\$29,900

We would be happy to meet with you to discuss our approach to your project and how we can best address your needs. Please feel free to contact us at (860) 513-1473, and speak to me (ext. 3010), or Bill Storti (ext. 3003), if you have any questions. You may also contact us via email at WSE.CTO@wseinc.com.

If you are in agreement with the Scope of Work and Fee and the General terms and Conditions (attached) please sign below and sign the General Terms and Conditions and return to Bill Storti or me.

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.



Christopher B. Wester, PE
Vice President / Regional Manager

Approved by:

OWNER Name

Signature

Date

Printed Name and Title

WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated December 12, 2022 is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Credit card payments by the OWNER shall not be allowed by WESTON & SAMPSON. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefor WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.
3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON's officers, directors, employees, agents or independent professional associates, or any of them, and any causes arising from or related to the COVID-19 pandemic, shall not exceed the greater of \$50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.
4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.
5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste or viruses, including COVID-19, in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if

such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. OWNER shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site or exposure of any parties to the COVID-19 virus.

6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.

7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:

- a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.
- b. Through its officials and other employees who have knowledge of pertinent conditions, confer

with WESTON & SAMPSON regarding both general and special considerations relating to the Project.

- c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.
- d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.
- e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.
- f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.
- h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.
- i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.
- j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.

8. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON's independent consultants, and for the services necessary to affect termination.
9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.
10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON's independent consultants, and OWNER shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON's independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.
11. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.
12. WESTON & SAMPSON and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings. The parties may engage in remote mediation if in-person mediation is not possible or practicable due to the COVID-19 pandemic, or if mutually agreed upon between the parties.
13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.
15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.

16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

18. If delays or failures of performance of WESTON & SAMPSON are caused by occurrences beyond the reasonable control of WESTON & SAMPSON, WESTON & SAMPSON shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by WESTON & SAMPSON, or any other causes which are beyond the reasonable control of WESTON & SAMPSON. WESTON & SAMPSON's scheduled completion date shall be adjusted to account for any force majeure delay and WESTON & SAMPSON shall be compensated for all costs incurred in connection with or arising from a force

majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

Approved by:

OWNER Name

Signature Date

Printed Name and Title

E5004-0-P021
February 7, 2023
Revised March 8, 2023

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

**RE: Professional Engineering Services Amendment
Erving Sewer System Evaluation Survey**

Dear Mr. Smith:

Tighe & Bond is pleased to submit this amendment to provide additional engineering services related to the completion of the Sewer System Evaluation Survey (SSES). In particular, this amendment is to assist the Town of Erving (the Town) with the development of responses to the Massachusetts Department of Environmental Protection's (MassDEP's) requests for information related to the operation and maintenance of Erving's wastewater collection systems, which were included in MassDEP's November 7, 2022 SSES conditional approval letter.

Background

An Infiltration/Inflow (I/I) Evaluation was completed by Tighe & Bond in 2018 to determine whether infiltration or inflow were significant in Erving's wastewater collection systems. The study determined that infiltration entering the Town's sewer systems was low and that inflow entering the sewer systems was moderate in some areas. As a result, follow up investigations through a SSES were recommended in the Arch Street Pump Station and Erving's Wastewater Treatment Facility (WWTF) service areas.

Tighe & Bond implemented a SSES in 2021/2022, on behalf of the Town, in order to pinpoint inflow sources in the areas noted above. In August 2022, Tighe & Bond completed the SSES report and submitted it to MassDEP, for review and approval.

MassDEP sent to the Town a SSES conditional approval letter dated November 7, 2022, which includes several requests for information. These information requests relate to the operation and maintenance of Erving's wastewater collection systems (and treatment facilities) and are not expected to require any changes to the August 2022 SSES report.

The Town provided some information that can be used to address MassDEP's information requests, but has asked that Tighe & Bond provide a proposal to assist with responding to the remaining items in MassDEP's conditional approval letter. Our proposed Scope of Services to address MassDEP's information requests is provided below.

Scope Of Services

Task 1 – Develop responses to Questions in MassDEP's November 7, 2022 Letter

Tighe & Bond will develop responses to MassDEP's questions and requests for information in its November 7, 2022 SSES conditional approval letter. This task includes the following sub-tasks, that address Items 3, 5A, 6, 7, 8, and 9 in MassDEP's letter:



- Estimate base sanitary flows from the wastewater flow data recorded in 2016, when Massachusetts was in a drought, entering the following facilities:
 - Ervingside WWTF
 - Farley Pump Station
 - Arch Street pump Station
 - Route 2 Pump Station

The wastewater flows to these facilities will be reviewed, consistent with the 2018 I/I evaluation in which I/I rates to these facilities were estimated.

- Review and present peak wastewater flows during significant storms that occurred in 2014 and as a result of Tropical Storm Irene in 2011. This review will include an analysis of the wastewater flows to the facilities noted above.
- Provide a summary of prior wastewater staffing analyses that were performed for/by the Town and information on the schedule for completing an updated wastewater staffing analysis, in accordance with NPDES permit requirements.
- Provide information on the Town's current CMOM program, which is documented in its current Wastewater Collection System Operation and Maintenance Plan.
- Develop a general approach, that will be acceptable to the Town, for assessing the Town's force mains for structural integrity and serviceability and identifying when an assessment may be appropriate.
- Develop a general approach, that will be acceptable to the Town, for assessing the Town's sewer river crossings and siphons for structural integrity and serviceability and identifying when an assessment may be appropriate.

Task 2 – Assist with Filling Out CMOM Program Self-Assessment Checklist

Tighe & Bond will review the information provided by the Town in the partially filled out Wastewater Collection System CMOM Program Self-Assessment Checklist and review with the Town whether Tighe & Bond has any suggested adjustments to that information. We will also assist the Town in filling out the remaining items in the checklist.

The CMOM Checklist includes over 100 questions to which the Town must respond for POTW's 1, 2 and 3. Tighe & Bond will work with the Town to develop appropriate responses for each question.

Task 3 – Develop Response Letter

Tighe & Bond will develop a draft letter documenting responses to all of MassDEP's requests for information from its November 7, 2022 SSES conditional approval letter. The Wastewater Collection System CMOM Program Self-Assessment Checklist will be included as an attachment to this letter. Upon receiving the Town's comments on the draft letter, we will finalize it and submit it to MassDEP.

This item includes developing responses to the MassDEP questions/comments that require less analysis than the items described in Task 1 (MassDEP Items 1, 2, 4, 5B, and 10). Questions/comments to which responses will be provided include:

- Compliance with Massachusetts Regulation 314 CMR 3.00 and 314 CMR 12.00 and the schedule for SSES follow up investigations.
- A summary of the pump run timers check performed by the Town for the Arch Street, Route 2, Farley, River Street, and Renovators Supply Pump Stations, which verifies their accuracy.

- The need for continued infiltration investigations as part of the Town's ongoing I/I control program.
- Submittal of the as-built drawings for the new IP Pump Station.

This task will include the preparation of a letter documenting the Town's responses to MassDEP's questions and comments noted under Tasks 1, 2, and 3.

Information Required

The following information will be needed from the Town in order to complete the responses to MassDEP's requests for information:

1. Flow/runtime data from the Ervingside WWTF, Farley Pump Station, Arch Street Pump Station, and Route 2 Pump Station in August and September 2011 so that the impact of Tropical Storm Irene on wastewater flows can be determined and reported.

Assumptions and Limitations

We have made the following assumptions in the development of our Scope of Services:

1. The development and submittal of an updated Wastewater Collection System Operation and Maintenance (O&M) Plan will not be required as part of this response. Some MassDEP comments request an update to the current Wastewater Collection System O&M Plan, which we have assumed will be addressed when the Town's Wastewater Collection System O&M Plan is updated at a later date. Note that the Town's NPDES permits for POTW No. 1 and POTW No. 2 indicate that a Wastewater Collection System O&M Plan must be submitted by December 1, 2024 (36 months from the effective date of the permits). However, the General Permit Authorization for POTW No. 3 indicates that a Wastewater Collection System O&M Plan must be submitted by April 1, 2024 (24 months from the effective date of the permit).
2. A general description of the procedure for assessing the structural integrity of the Town's force mains will be acceptable to MassDEP, rather than a detailed description of the assessment method that is specific to each force main.
3. A general description of practices to assess river crossings and sewer siphons for structural integrity and serviceability will be acceptable to MassDEP, rather than a detailed description of the assessment method that is specific to each river crossing and siphon.

Schedule

Tighe & Bond will provide the Town with a draft letter responding to MassDEP's requests for information within four weeks of the notice to proceed and receipt of the noted required information. Please note that MassDEP has requested a response to their letter by March 31, 2023.

Fee

Tighe & Bond will perform these services for a lump sum fee of \$12,800 invoiced monthly based on percentage complete. In the event that the scope of work is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement. The included schedule and fees are based on the above scope of work and assumptions. The schedule includes reasonable allowances for review and approval times by applicable parties. This schedule may need to be adjusted as the project progresses, allowing for changes in scope,

character or size of the project requested by you, or for delays or other causes beyond our reasonable control.

For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give the Town of Erving a better understanding of how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line item budgets.

Fee Summary		
<u>Task</u>	<u>Description</u>	<u>Budget</u>
1	Develop responses to Questions in MassDEP’s November 7, 2022 Letter	\$6,400
2	Assist with Filling Out CMOM Program Self-Assessment Checklist	\$5,200
3	Develop Response Letter	\$1,200
TOTAL FEE		\$12,800

If this proposal is acceptable, please sign below and return one signed copy to our office. If you have any questions or require any additional information, please feel free to contact Joe at (413) 572-3280 (jmpopielarczyk@tighebond.com) or Pete at (413) 572-3231 (PMValinski@tighebond.com).

Very truly yours,

TIGHE & BOND, INC.

Joseph M. Popielarczyk, PE
Project Manager

Peter M. Valinski, PE
Vice President

ACCEPTANCE

On behalf of the Town of Erving the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative	Tasks Accepted	Date

Enclosures: Tighe & Bond Terms & Conditions

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

1. SCHEDULE OF PAYMENTS

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

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

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

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

2. SUCCESSORS AND ASSIGNS

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

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

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

3. STANDARD OF CARE

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

4. TERMINATION

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

5. RECORD RETENTION

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

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

7. INSURANCE

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

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

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

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

8. DISPUTE RESOLUTION

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

9. SITE ACCESS

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

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

10. OIL AND HAZARDOUS MATERIALS

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

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

11. SITE INVESTIGATIONS

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

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

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

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

12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

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

13. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

15. CONSTRUCTION PHASE PROVISIONS

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

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

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

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

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

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

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

16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

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

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

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

17. SCHEDULE

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

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

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

18. MISCELLANEOUS TERMS

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

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

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

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

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

Surplus Property Disposition Request

Department/Board/Committee <u>POLICE</u>	Request Date: <u>2/16/23</u>
Item(s) to be disposed of: <u>Printer</u>	
Estimated Value of Item: <u>UNKNOWN</u> 0.00	
Description of Item: See attached fixed asset sheet with item descriptions; including make, model, and serial #	
Reason for Request: <u>HP DESKTOP PRINTER, make Hewlett Packard</u> Product NO. <u>Q5987A</u> serial NO. <u>CNTB370780</u>	
Recommended Disposition: <u>SCRAP OR DONATION</u>	

Department Head Signature Date 2/16/23

Select Board Review

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

Chief Procurement Officer

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



HP Color LaserJet 3600n



Surplus Property Disposition Request

Department/Board/Committee <u>POLICE</u>	Request Date: <u>2/16/23</u>
Item(s) to be disposed of: <u>VISON COMPUTER MONITOR</u>	
Estimated Value of Item: <u>5 DOLLAR - SCRAP VALUE</u> <u>0 DOLLARS</u>	
Description of Item: See attached fixed asset sheet with item descriptions; including make, model, and serial #	
Reason for Request: <u>JUNK VISON COMPUTER MONITOR</u> <u>MODEL: E ZXISF, Serial no. AAX4302BD1723</u>	
Recommended Disposition: <u>NO RECOMMENDATION</u>	

Department Head Signature Rho Tal Date 2/16/23

Select Board Review

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

Chief Procurement Officer

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

Meeting Minutes

Board: Select Board / Water Commissioner's Meeting
Date: Friday, February 17, 2023
Location: Senior & Community Center, 1 Care Drive, Erving, MA 01344

Select Board Present: Jacob Smith, William Bembury, Scott Bastarache

At 8:10 PM **Chairman Smith** called the meeting to order.

Executive Session

At 8:10 PM **Chairman Smith** made a motion to enter Executive Session pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (1) [t]o discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual(s), or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer(s), employee(s), staff member(s) or individual(s). **Chairman Smith** stated that the Select Board would not return to Open Session. **Selectman Bastarache** seconded. **Roll Call Vote:**

Selectman Bembury	Aye
Selectman Bastarache	Aye
Chairman Smith	Aye

The Select Board did not return to Open Session.

Respectfully submitted,

Bryan Smith
Town Administrator

Meeting Minutes

Board: Select Board / Water Commissioner's Meeting
Date: Monday, March 06, 2023
Location: Senior & Community Center, 1 Care Drive, Erving, MA 01344

Select Board Present: Jacob Smith, William Bembury, Scott Bastarache

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

Review of Special Town Meeting Warrant

The Select Board members reviewed the Special Town Meeting warrant for March 6, 2023, in advance of the Special Town Meeting. The members discussed having no concerns with the warrant that needed to be addressed at the Meeting.

Review of Police Dept Policy- 4.32- Criminal Justice Information System Policy -3rd Reading

The Select Board members conducted a third reading of Police Department Policy 4.32- Criminal Justice Information System. The Board members discussed support for proceeding with the approval of the draft policy as presented. **Selectman Bastarache** made a motion to approve the Police Department policy 4.32, Criminal Justice Information Systems Policy, with an effective date of March 6, 2023. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Review & Issuance of Financial Software Request for Proposals

The Select Board members reviewed the draft request for proposals (RFP) for financial management software and support. **Selectman Bastarache** discussed the need to revise some references in the documents to attachments. Bryan Smith, Town Administrator, explained that the comparative criteria matrix was left more simplistic because the technical requirements were so extensive. **Chairman Smith** discussed the requirements to integrate to the Town's active directory and the deletion of technical requirement items #150 - 153. **Chairman Smith** asked to clarify item #149 to specify Azure Active Directory, not on premise or hybrid. Bryan will add the active directory references in section 2.2 of the RFP. Bryan reviewed the proposed issuance and deadline dates. The Board members expressed support for the issuance of the RFP as amended. **Selectman Bastarache** made a motion to release the Town of Erving request for proposals (RFP) for financial management software and support, with an issue date of March 08, 2023, as amended this evening. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Review Engineering Scope of Work Amendments for Bridge Street & Maple Avenue

The Select Board members reviewed a memorandum from Bryan that includes feedback from the engineer regarding elements of the Complete Streets policy in the Bridge Street and Maple Avenue projects. **Chairman Smith** and **Selectman Bastarache** discussed the concerns that were expressed by the engineer about the topography of the project area and the challenges that would be created by adding sidewalks. Bryan added that Maple Avenue currently drains like a county road and changes that may include curbing would impact stormwater management and may necessitate structures. **Selectman Bastarache** acknowledged that sidewalks and curbing would be problematic and are not necessarily requested or needed in the area and explained that he wants to understand that the other provisions of the Complete Street's policy have been considered. The Select Board members expressed agreement. The Board members will revisit the topic at their next meeting.

Review Engineering Scope of Work Amendment for Sanitary System Evaluation Project

Peter Sanders, Wastewater & Water Superintendent, joined the Select Board to discuss the engineering proposal related to the amended scope for the sanitary system evaluation project. Peter explained that

Meeting Minutes

he had spoken with the engineer and that if the Town wanted to remove task 3 from the amended scope proposal, it would reduce the cost by \$1,200. The Select Board decided to table the conversation and revisit the topic after the recess for the Special Town Meeting.

Recess

At 6:51 PM **Chairman Smith** made a motion to recess the Select Board meeting, for the Special Town Meeting at 7:00 PM, the Select Board will resume the meeting shortly following the Special Town Meeting. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

At 8:07 PM **Chairman Smith** called the meeting back to order.

Review Engineering Scope of Work Amendment for Sanitary System Evaluation Project (continued)

Peter rejoined the Select Board. **Selectman Bastarache** discussed requesting an itemized cost for each task in the proposal and wanting more of an explanation about the scope of work in tasks 1 and 3. **Chairman Smith** expressed agreement, noting that the current descriptions in tasks 1 and 3 are similar. **Selectman Bembury** asked if the engineers are averse to providing the Select Board with sufficient information. Peter explained that he will follow up again and does not believe that the engineers are averse to providing more detail. **Selectman Bastarache** explained that he is requesting detailed costs for each task that follow the format from past presentations. **Chairman Smith** asked Bryan to research the Board's past agreement with Tighe & Bond on Section 6 of the professional services conditions, ownership of documents. The Board members will review at their next meeting.

Review Engineering Scope of Work Amendment for Asset Management Project

The Select Board members discussed the proposal to amend the budget for the asset management project. Bryan reviewed the scope of work regarding the budget and the inspection of manholes in the existing contract. Bryan noted that the contract allocated a budget of \$20,000 and discussed a prioritization of manholes if not all structures could be inspected. Bryan suggested proceeding with the original scope of work. **Selectman Bembury** asked if it would be reasonable to consider a Reserve Fund Transfer request. **Chairman Smith** and **Selectman Bastarache** both expressed concern that the request is not urgent and therefore not meeting a threshold to request a Reserve Fund transfer, even if that is not the statutory requirement. **Chairman Smith** suggested that the Select Board could consider a warrant article for the Annual Town Meeting. **Selectman Bastarache** expressed support for proceeding with the existing scope of work and conducting inspections with the budget of \$20,000. **Chairman Smith** discussed general support as well and the Board members agreed to table the topic for now, and to follow up after the inspections that can be conducted with the available funds, are completed.

Discussion Regarding Revised IP Mill Demolition Proposal

Mariah Kurtz, Town Planner, joined the Select Board to discuss the revised proposal for demolition of the former International Papermill that had been presented at the previous Select Board meeting. Mariah noted that she is meeting with the Town's engineering firm, tomorrow, to get clarity on the proposals. Mariah noted that some of the totals are not clear and that she has requested that the numbers and tables are reviewed again. **Selectman Bembury** discussed his belief that competitive bids will exceed the currently presented estimates. Mariah acknowledged the concern and added that the inaccuracy in the proposal can add to the issue. **Selectman Bastarache** discussed his meeting with Mariah and explained that he shares the concerns about the accuracy from Tighe & Bond. **Selectman Bastarache** noted that the project estimation may be higher than the Town's capacity to fund, but that he wants to make sure that the work product from the engineers should not need to be repetitively checked by the Town Planner.

Meeting Minutes

Mariah asked the Board members if they have further reflections from their review of the revised proposal that they want her to research and consider. **Selectman Bastarache** discussed reflecting on the fact that the Town has \$600,000 in Site Readiness grant funds from MassDevelopment. **Selectman Bastarache** explained that he wants to move forward with demolition but noted that as project compared to other infrastructure priorities in the Town, that it may not be prioritized first. **Selectman Bembury** acknowledged **Selectman Bastarache's** concerns and added that the Select Board has two (2) bridges to replace. **Selectman Bembury** expressed concern about allowing the property to further deteriorate and wanting to make sure that the Town takes action at the site to lessen what may be needed in the future.

Selectman Bastarache asked about the status of identifying the Town's available funding options for demolition. Bryan explained that the Town's financial offices have been working to prepare information for the Board's consideration. **Chairman Smith** expressed agreement with the other Board members and expressed concern about the liabilities the Town is faced with. **Chairman Smith** discussed the other priorities that the voters deserve to have met with their money. Mariah offered to organize a community conversation with voters, providing handouts and a presentation on the different proposals now that estimates are available and a decision needs to be made in the near future. Mariah suggested a meeting date towards the end of March 2023. **Selectman Bastarache** expressed support for scheduling a community conversation with voters to know whether the project should proceed. **Selectman Bembury** asked if there is a deadline for the Town to use the \$600,000 grant. Mariah explained that she maintains a relationship with MassDevelopment and regularly updates the project liaison on the status of the project but expressed concern that if the funding is not committed soon that MassDevelopment could withdraw the funds to fund another priority project in a different community. **Chairman Smith** discussed wanting to have the information regarding the various funding options ready to have the community conversation. **Chairman Smith** discussed concerns about the demolition costs for engineering in the proposed project. The Select Board members expressed agreement and agreed to carry the topic to the next meeting.

Review Animal Control Position Description Draft

The Select Board members reviewed the draft revisions to the Animal Control Officer position description. **Chairman Smith** asked the Board members if there was a preference for hiring for the position on contracting with a vendor for the service. **Selectman Bastarache** asked Bryan how the current contracted service is performing. Bryan explained that when the need arises the service has been provided and added that it is not the same level of availability that the Town had when the service was provided by a staff member. Bryan added that after discussing with Robert Holst, Chief of Police, it is recommended to hire for the position. After reviewing the draft, **Selectman Bembury** requested clarification from Chief Holst regarding the equipment that will be issued for the position that is related to the requirement to possess a firearm identification card. **Selectman Bembury** also requested clarification from Chief Holst on whether the position would be given special police powers. Bryan explained that it is his understanding that the position is a civilian position without police powers, and that he would confirm with Chief Holst. **Chairman Smith** recalled a previous consideration regarding the position having use of a taser. **Chairman Smith** requested that the physical skills requirements are revised. **Chairman Smith** asked if the position would also conduct the functions of the Inspector of Animals. Bryan answered that it was his recommendation that the proposed position is separate from the Inspector of Animals which is a function of the Board of Health and not the Police Department. Bryan will work on the revisions for the Select Board to review at the next meeting.

Senior Housing Committee Appointments

The Select Board members reviewed a memorandum from Bryan explaining the recommendation from the Senior Housing Committee for the appointment of new members to the vacant seats on the

Meeting Minutes

Committee. **Chairman Smith** explained that the Town has three (3) vacancies on the seven (7) member Senior Housing Committee and that the Town has received five (5) letters of interest from community members interested in serving. **Selectman Bembury** explained that the Senior Housing Committee recently met and reviewed the letters of interest and that after their review, the Committee voted to recommend the appointment of Leslie Brown, Jean Galbraith, and George Moonlight Davis to the Senior Housing Committee with a term ending June 30, 2023. **Selectman Bastarache** spoke in support of the recommendation. **Selectman Bembury** made a motion to appoint Leslie Brown, Jean Galbraith, and George Moonlight Davis as members of the Senior Housing Committee, with a term ending June 30, 2023. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

Review of Surplus Equipment Request

The Select Board members reviewed the surplus equipment request from the Police Department for the disposal of one (1) HP desktop printer model Q5987A (sn: CNTBB70780), and one (1) computer monitor model EZX15F (sn: AAX4302B01723). Both items are believed to be beyond useful life and are recommended for disposal with no value. The Select Board will conduct a second reading at their next meeting.

Police Department Canine Gift Fund Request

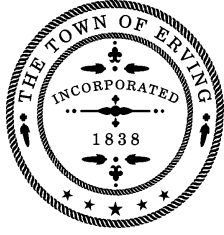
The Select Board reviewed a memorandum requesting the establishment of a Canine Gift Fund for the support of the Canine Officer program at the Police Department. **Chairman Smith** explained that the request would create a Fund that would be specifically reserved for the Program. The Select Board members discussed support for the request. **Selectman Bastarache** made a motion to establish a gift fund for the Police Department Canine Officer Program, for use by the Police Department, to receive donations and gifts to expend on the ongoing care, training, handling and equipment related to the operation of the Canine Officer Program. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Adjournment

At 9:03 PM **Chairman Smith** made a motion to adjourn. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

Respectfully submitted,

Bryan Smith
Town Administrator



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800

Fax 413-422-2808

Email: administrator@erving-ma.gov

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

Bryan Smith
Town Administrator

March 09, 2023

To: Select Board
From: Bryan Smith, Town Administrator
CC: Mariah Kurtz, Town Planner
Robert Holst, Chief of Police

RE: EV Charging for Police Station

As part of the FY2024 capital planning request process I had submitted a request to install at least 1 dual port charging station at the Police Station. At the time the request lacked sufficient detail for inclusion by the Capital Planning Committee. Since the drafting of the draft capital plan, the Town has collected quotes.

If the Town has to make a dual port station available publicly there is a grant program that will pay for the full cost of the installation and equipment. The station can allow ports to be reserved for Police Dept use during specified periods. If instead the charger was to be fully installed in the Station garage without public access, the potential grant for fleet charging would cover less than the full cost of the installation and equipment. The table below outlines the proposals from Voltrek, a vendor the Town has worked with previously on the State Contract, and the details are attached.

Quote #	Product and Installation Location	Meter	Available To	Total Cost	Incentive	Net Cost
184	Pedestal - front of building	Existing	Public	\$38,837	\$38,837	\$0
184B	Pedestal - front of building	New	Public	\$45,031	\$45,031	\$0
184A	Pedestal - back of building	New	Public	\$38,759	\$38,759	\$0
251	Wall mounted in garage	Existing	Fleet only	\$26,720	\$16,032	\$10,688

Additionally, the Town received a proposal from Paciorek Electric to install a charging station in the Station garage for comparison purposes. The proposal is attached.

While I understand the consideration for fleet charging within the Station, I am concerned that there are other considerations that we need to review. Certainly, the garage was not constructed with the anticipation that vehicles would be charging in it. I am not clear what the Town needs to consider, if anything, for fire separation or suppression.

At a recent Capital Planning Committee meeting, the Committee made a recommendation for the proposal from Voltrek #184B.

Jan 24, 2023
 Mariah Kurtz
 Assistant Town Planner
 Town of Erving
 12 East Main street Erving Massachusetts
 RE: EV Charger - 71 French King Hwy 01344

Quote #00000184

Voltrek is pleased to provide the following pricing and information for the purchase of ChargePoint EVSE. This project qualifies for MassEVIP Public Access(PAC) grant program. The MassEVIP program details and Chargepoint product brochure is attached to this quote.

Quote

Name	Price	QTY	Discount	Subtotal
CT4021-GW1* Dual Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management	\$9,190.00	1	\$0.00	\$9,190.00
CPCLD-COMMERCIAL-1 1 year of prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features	\$345.00	2	-\$690.00	\$0.00
CPSUPPORT-ACTIVE Initial Station Activation required by Chargepoint.	\$350.00	1	-\$350.00	\$0.00
Shipping*	\$250.00	1	\$0.00	\$250.00
Installation				
Electrical Labor and Materials* Labor cost: \$5,100.00, Material cost: \$2,438	\$9,068.00	1	\$0.00	\$9,068.00
Excavation Labor & materials* Labor cost: \$13,728.00. Material cost: \$4,576.00	\$18,304.00	1	\$0.00	\$18,304.00
Signs & Posts*	\$275.00	3	\$0.00	\$825.00
Line Painting*	\$1,200.00	1	\$0.00	\$1,200.00

4" Galvanized steel Bollards (per pair) Voltrek 2023 promotion - gratis	\$550.00	1	-\$550.00	\$0.00
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Subtotal **\$38,837.00**

Taxes (exempt) **\$0.00**

Total \$38,837.00

LESS MASSEVIP GRANT AWARD:

** Denotes eligible items for MassEVIP (100% of \$38,837.00)*

NET PROJECT COST:

Note: This constitutes our best effort estimation only. When Accepting this quote, it is for the total project cost above.

\$38,837.00

\$0.00

Scope of Work

All Labor & Material Required to Install EV Charging Stations

- Provide Qty of 2 – 40-amp 2 pole 250-volt circuit breakers for Main Distribution Panelboard in Electric Room.
- Furnish & Install # 6 AWG / 4 conductor metal clad cable above drop ceiling to corner of building.
- Core foundation & transition to 1" Sch 40 PVC in excavated trench to designated location.
- Excavate from building foundation to corner of Sidewalk, remove 5' x 4' section of sidewalk, install length of granite curbing (provided by DPW) and install concrete base for EV Station & 4" bollards.
- Provide conduit, fittings & conductors to EV Station location from building foundation.
- Furnish, assemble, mount & connect EV Charging Station.
- Activate stations (broken out above)
- Labor at posted rate

Voltrek complimentary (gratis) services:

- Program & Test EV Charging Stations
- Assist with grants/incentives application
- Post-install station management onboarding/training.

Network Multi-Year Pricing (if alternative term selected, substitute for price in quote)

Network Terms	Price
Commercial Cloud Network Plan (per port) 1 Year - CPCLD-COMMERCIAL-1	\$345.00
Commercial Cloud Network Plan (per port) 2 Year - CPCLD-COMMERCIAL-2	\$675.00
Commercial Cloud Network Plan (per port) 3 Year - CPCLD-COMMERCIAL-3	\$985.00
Commercial Cloud Network Plan (per port) 4 Year - CPCLD-COMMERCIAL-4	\$1,280.00
Commercial Cloud Network Plan (per port) 5 Year - CPCLD-COMMERCIAL-5	\$1,555.00

ChargePoint Assure Program

ChargePoint **Assure** Maintenance & Management Program Includes Proactive Monitoring - 24/7, Parts & On-Site Labor to Repair or Replace Any Manufacturing Defects. Assure Program Details Provided Upon Request.

* Site Validation Required for the Purchase of Assure Program.

Site Validation	Price
Site Validation * Fee Waived w/Purchase of 5 Year Assure Plan	\$630.00
Assure Terms (if alternative term selected, substitute for price in quote)	
ASSURE 1 year \$775/year/station	\$775.00
ASSURE 2 years \$740/year/station	\$1,480.00
ASSURE 3 years \$722/year/station	\$2,165.00
ASSURE 4 years \$646/year/station	\$2,585.00
ASSURE 5 years \$524/year/station	\$2,620.00

Communication Requirements:

ChargePoint Gateway requires cellular connection to communicate with the Chargepoint network. **Verizon, T-Mobile, or AT&T 4G/LTE Signal** is required for the Gateway & EV Stations to communicate & function.



Voltrek Preventative Service and Maintenance

Voltrek is pleased to offer its customers a Preventative Service & Maintenance Program. This program offers the following services:

- Quarterly visits to clean, inspect and test units using J1772 tools
- Active monitoring of stations functionality via ChargePoint software interface
- Provide support services, on site, within twenty-four (24) hours. Diagnostic included, all other labor charges on an hourly basis, at Voltrek’s then current rates with travel time at half-rate
- Cancellable at any time

**Single station, annual cost (billed quarterly): \$900 (billed \$225 per quarter)
Add additional stations at the same location: \$300 per additional station, per year**

*Not available in some areas. Price applies to locations within 100 miles of Boston MA.
Contact Voltrek to request price and availability outside of that area*

Warranty:

ChargePoint EVSE comes with a standard 1-year parts only warranty. ChargePoint offers the “Assure” Extended Warranty Plan, which includes parts & labor coverage. **Important- ChargePoint requires installation to be completed by a ChargePoint certified installer or all warranties are voided.**

Voltrek:

Is a small business enterprise specializing in planning, installing, & servicing commercial charging station projects. We have been in business for 12 years and offer a full scope of turnkey services to meet your EV Charger needs. Voltrek has installed 3500+ charging stations to date. We are on the Commonwealth of Massachusetts OSD contract VEH102.

Terms

Hardware billed net 30 from date of completion. All other costs billed net 30 on project completion. Quote is valid for 90 days. Please contact me with any questions and thank you for considering Voltrek.

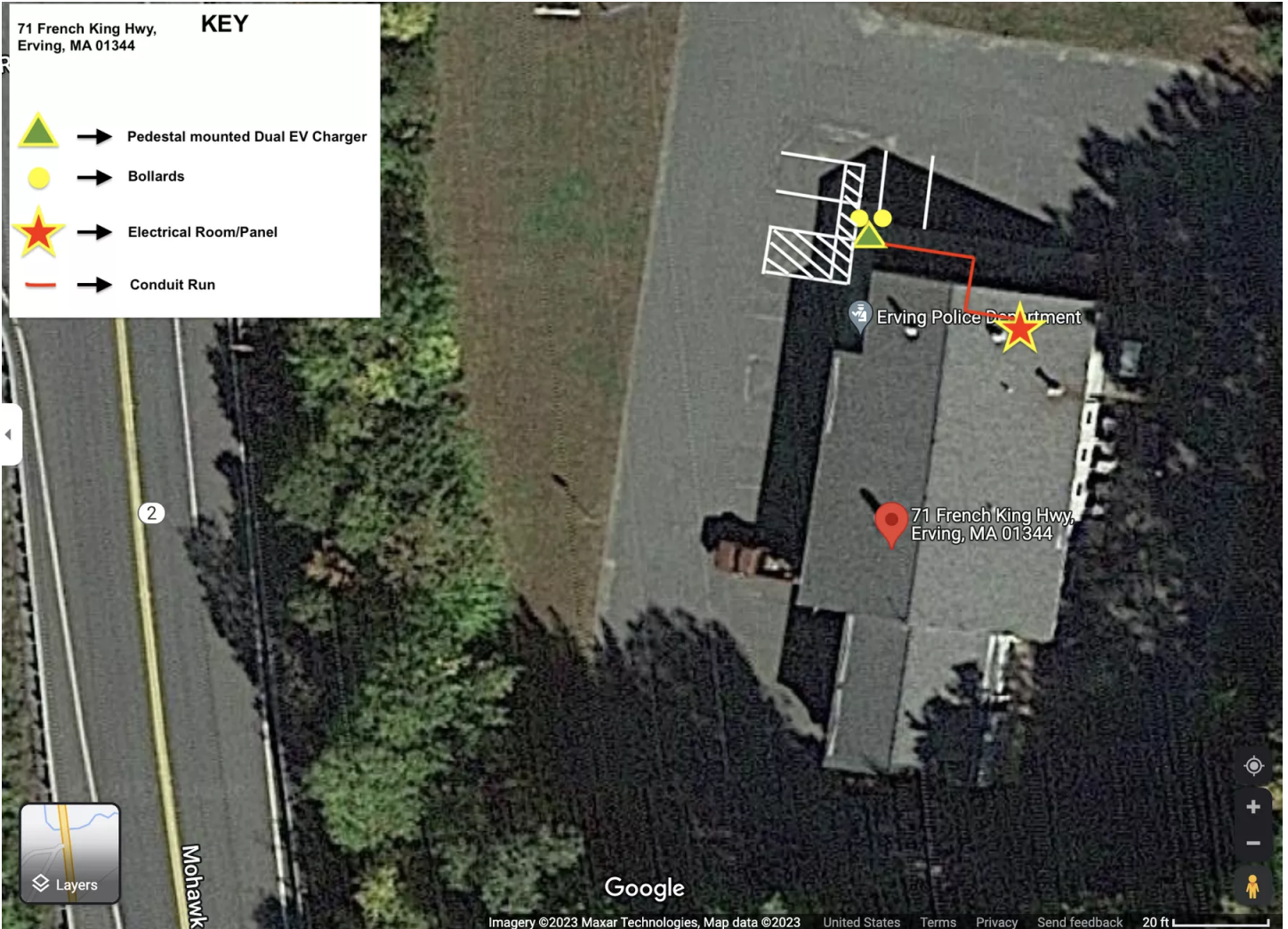
Sincerely,
Mohammed Faiz
Account Manager
VOLTREK
(978) 378-0910

TO ACCEPT CONTRACT PLEASE COMPLETE BELOW AND RETURN TO VOLTREK. IF YOU WANT TO MODIFY OR ADD ITEMS PLEASE REQUEST VIA EMAIL AND AN UPDATED QUOTE WILL BE SENT.

NAME:

DATE:

SIGNATURE:



Billing Instructions Form

Are you Tax Exempt	
Is this the correct information for your billing department?	Mariah Kurtz Assistant Town Planner mariah.kurtz@erving-ma.gov 413-422-2800 ext 01344 12 East Main street Massachusetts 01344
If the billing information above was incorrect please update the billing information with the correct person/team to the right.	



ChargePoint Provisioning Form

As a proud new owner of ChargePoint hardware, we want to give you access to their web portal at chargepoint.com. This website will allow you to monitor usage of your new stations, status of the station and all administrative abilities. Please fill out the info below so we can properly set you up in chargepoint.com

Name of Organization:

This will be the "Organization" that your station(s) will be assigned to in your ChargePoint account. This cannot be changed. If you already have an "Organization" name, please provide it above.

Does this Organization Currently Exist?

Administrative Contact Name:

The name provided will be the main contact for all EV Station inquiries. This can be changed, at a later date.

Administrative Contact Email: example@example.com

Jan 24, 2023
 Mariah Kurtz
 Assistant Town Planner
 Town of Erving
 12 East Main street Erving Massachusetts
 RE: EV Charger - 71 French King Hwy 01344

Quote #00000184A

Voltrek is pleased to provide the following pricing and information for the purchase of ChargePoint EVSE. This project qualifies for MassEVIP Public Access(PAC) grant program. The MassEVIP program details and Chargepoint product brochure is attached to this quote.

Quote

Name	Price	QTY	Discount	Subtotal
CT4021-GW1* Dual Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management	\$9,190.00	1	\$0.00	\$9,190.00
CPCLD-COMMERCIAL-1 1 year of prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features	\$345.00	2	-\$690.00	\$0.00
CPSUPPORT-ACTIVE Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	\$350.00	1	-\$350.00	\$0.00
Shipping*	\$250.00	1	\$0.00	\$250.00
Installation				
Electrical Labor and Materials* Labor cost: \$8,190.00. Material cost: \$3,861.00	\$12,051.00	1	\$0.00	\$12,051.00
Excavation Labor & materials* Labor cost: \$11,440.00. Material cost: \$3,803.00	\$15,243.00	1	\$0.00	\$15,243.00
Signs & Posts*	\$275.00	3	\$0.00	\$825.00
Line Painting*	\$1,200.00	1	\$0.00	\$1,200.00

4" Galvanized steel Bollards (per pair) Voltrek 2023 promotion - gratis	\$550.00	1	-\$550.00	\$0.00
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Subtotal	\$38,759.00
Taxes (exempt)	\$0.00
Total	\$38,759.00

LESS MASSEVIP GRANT AWARD: <i>* Denotes eligible items for MassEVIP (100% of \$38,759.00)</i>	\$38,759.00
NET PROJECT COST: <i>Note: This constitutes our best effort estimation only. When Accepting this quote, it is for the total project cost above.</i>	\$0.00

Scope of Work

All Labor & Material Required to Install EV Charging Stations

- Furnish & install a 100-amp 3 pole non-Fused Nema 3R disconnect switch, 100 amp 3 phase meter socket with bypass switch, 100 amp "main circuit breaker Nema 3R loadcenter & associated conduits & conductors.
- Excavate from building (at 100-amp loadcenter) to end of Sidewalk of the left side of the exit door.
- Install concrete base for EV Station & (2) 4" bollards.
- Install 1" Sch 40 PVC conduit with conductors from loadcenter to EV Station.
- Furnish, assemble, mount & connect EV Charging Station.
- Activate stations (broken out above).
- Labor at posted rates.

Voltrek complimentary (gratis) services:

- Program & Test EV Charging Stations
- Assist with grants/incentives application
- Post-install station management onboarding/training.

NOTE: The above Scope of work is based upon approval of Eversource allowing the tapping of existing 400-amp meter socket. This work will involve the shutting down of the feed to the facility by Eversource from the Utility Pole.

Network Multi-Year Pricing (if alternative term selected, substitute for price in quote)

Network Terms	Price
Commercial Cloud Network Plan (per port) 1 Year - CPCLD-COMMERCIAL-1	\$345.00
Commercial Cloud Network Plan (per port) 2 Year - CPCLD-COMMERCIAL-2	\$675.00
Commercial Cloud Network Plan (per port) 3 Year - CPCLD-COMMERCIAL-3	\$985.00
Commercial Cloud Network Plan (per port) 4 Year - CPCLD-COMMERCIAL-4	\$1,280.00
Commercial Cloud Network Plan (per port) 5 Year - CPCLD-COMMERCIAL-5	\$1,555.00

ChargePoint Assure Program

ChargePoint **Assure** Maintenance & Management Program Includes Proactive Monitoring - 24/7, Parts & On-Site Labor to Repair or Replace Any Manufacturing Defects. Assure Program Details Provided Upon Request.

* Site Validation Required for the Purchase of Assure Program.

Site Validation	Price
Site Validation * Fee Waived w/Purchase of 5 Year Assure Plan	\$630.00
Assure Terms (if alternative term selected, substitute for price in quote)	
ASSURE 1 year \$775/year/station	\$775.00
ASSURE 2 years \$740/year/station	\$1,480.00
ASSURE 3 years \$722/year/station	\$2,165.00
ASSURE 4 years \$646/year/station	\$2,585.00
ASSURE 5 years \$524/year/station	\$2,620.00

Communication Requirements:

ChargePoint Gateway requires cellular connection to communicate with the Chargepoint network. **Verizon, T-Mobile, or AT&T 4G/LTE Signal** is required for the Gateway & EV Stations to communicate & function.



Voltrek Preventative Service and Maintenance

Voltrek is pleased to offer its customers a Preventative Service & Maintenance Program. This program offers the following services:

- Quarterly visits to clean, inspect and test units using J1772 tools
- Active monitoring of stations functionality via ChargePoint software interface
- Provide support services, on site, within twenty-four (24) hours. Diagnostic included, all other labor charges on an hourly basis, at Voltrek's then current rates with travel time at half-rate
- Cancellable at any time

Single station, annual cost (billed quarterly): \$900 (billed \$225 per quarter)
Add additional stations at the same location: \$300 per additional station, per year

*Not available in some areas. Price applies to locations within 100 miles of Boston MA.
Contact Voltrek to request price and availability outside of that area*

Warranty:

ChargePoint EVSE comes with a standard 1-year parts only warranty. ChargePoint offers the "Assure" Extended Warranty Plan, which includes parts & labor coverage. **Important- ChargePoint requires installation to be completed by a ChargePoint certified installer or all warranties are voided.**

Voltrek:

Is a small business enterprise specializing in planning, installing, & servicing commercial charging station projects. We have been in business for 12 years and offer a full scope of turnkey services to meet your EV Charger needs. Voltrek has installed 3500+ charging stations to date. We are on the Commonwealth of Massachusetts OSD contract VEH102.

Terms

Hardware billed net 30 from date of completion. All other costs billed net 30 on project completion. Quote is valid for 90 days. Please contact me with any questions and thank you for considering Voltrek.

Sincerely,
Mohammed Faiz
Account Manager
VOLTREK
(978) 378-0910

TO ACCEPT CONTRACT PLEASE COMPLETE BELOW AND RETURN TO VOLTREK. IF YOU WANT TO MODIFY OR ADD ITEMS PLEASE REQUEST VIA EMAIL AND AN UPDATED QUOTE WILL BE SENT.

NAME:

DATE:

SIGNATURE:



Billing Instructions Form

Are you Tax Exempt	
Is this the correct information for your billing department?	Mariah Kurtz Assistant Town Planner mariah.kurtz@erving-ma.gov 413-422-2800 ext 01344 12 East Main street Massachusetts 01344
If the billing information above was incorrect please update the billing information with the correct person/team to the right.	

ChargePoint Provisioning Form

As a proud new owner of ChargePoint hardware, we want to give you access to their web portal at chargepoint.com. This website will allow you to monitor usage of your new stations, status of the station and all administrative abilities. Please fill out the info below so we can properly set you up in chargepoint.com

Name of Organization:

This will be the "Organization" that your station(s) will be assigned to in your ChargePoint account. This cannot be changed. If you already have an "Organization" name, please provide it above.

Does this Organization Currently Exist?

Administrative Contact Name:

The name provided will be the main contact for all EV Station inquiries. This can be changed, at a later date.

Administrative Contact Email: example@example.com

Jan 25, 2023
 Mariah Kurtz
 Assistant Town Planner
 Town of Erving
 12 East Main street Erving Massachusetts
 RE: EV Charger - 71 French King Hwy 01344

Quote #00000184B

Voltrek is pleased to provide the following pricing and information for the purchase of ChargePoint EVSE. This project qualifies for MassEVIP Public Access(PAC) grant program. The MassEVIP program details and Chargepoint product brochure is attached to this quote.

Quote

Name	Price	QTY	Discount	Subtotal
CT4021-GW1* Dual Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management	\$9,190.00	1	\$0.00	\$9,190.00
CPCLD-COMMERCIAL-1 1 year of prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features	\$345.00	2	-\$690.00	\$0.00
CPSUPPORT-ACTIVE Initial Station Activation required by Chargepoint.	\$350.00	1	-\$350.00	\$0.00
Shipping*	\$250.00	1	\$0.00	\$250.00
Installation				
Electrical Labor and Materials* Labor cost: \$10,309.00. Material cost: \$4,953.00	\$15,262.00	1	\$0.00	\$15,262.00
Excavation Labor & materials* Labor cost: \$13,728.00. Material cost: \$4,576.00	\$18,304.00	1	\$0.00	\$18,304.00
Signs & Posts*	\$275.00	3	\$0.00	\$825.00
Line Painting*	\$1,200.00	1	\$0.00	\$1,200.00
4" Galvanized steel Bollards (per pair) Voltrek 2023 promotion - gratis	\$550.00	1	-\$550.00	\$0.00

Subtotal	\$45,031.00
Taxes (exempt)	\$0.00
Total	\$45,031.00

LESS MASSEVIP GRANT AWARD:	\$45,031.00
<i>* Denotes eligible items for MassEVIP (100% of \$45,031.00)</i>	
NET PROJECT COST:	\$0.00
<i>Note: This constitutes our best effort estimation only. When Accepting this quote, it is for the total project cost above.</i>	

Scope of Work

All Labor & Material Required to Install EV Charging Stations

- Furnish & install a 100-amp 3 pole non-Fused Nema 3R disconnect switch, 100 amp 3 phase meter socket with bypass switch, 100 amp "main circuit breaker Nema 3R loadcenter & associated conduits & conductors.
- Excavate from building (at 100-amp loadcenter) to end of Sidewalk of the left side of the exit door.
- Remove 5' x 4' section of sidewalk, install length of granite curbing (provided by DPW) and install concrete base for EV Station & 4" bollards.
- Install 1" Sch 40 PVC conduit with conductors from loadcenter to EV Station.
- Furnish, assemble, mount & connect EV Charging Station.
- Activate stations (broken out above).
- Labor at posted rates.

Voltrek complimentary (gratis) services:

- Program & Test EV Charging Stations
- Assist with grants/incentives application
- Post-install station management onboarding/training.

NOTE: The above Scope of work is based upon approval of Eversource allowing the tapping of existing 400-amp meter socket. This work will involve the shutting down of the feed to the facility by Eversource from the Utility Pole.

Network Multi-Year Pricing (if alternative term selected, substitute for price in quote)

Network Terms	Price
Commercial Cloud Network Plan (per port) 1 Year - CPCLD-COMMERCIAL-1	\$345.00
Commercial Cloud Network Plan (per port) 2 Year - CPCLD-COMMERCIAL-2	\$675.00
Commercial Cloud Network Plan (per port) 3 Year - CPCLD-COMMERCIAL-3	\$985.00
Commercial Cloud Network Plan (per port) 4 Year - CPCLD-COMMERCIAL-4	\$1,280.00
Commercial Cloud Network Plan (per port) 5 Year - CPCLD-COMMERCIAL-5	\$1,555.00

ChargePoint Assure Program

ChargePoint **Assure** Maintenance & Management Program Includes Proactive Monitoring - 24/7, Parts & On-Site Labor to Repair or Replace Any Manufacturing Defects. Assure Program Details Provided Upon Request.

* Site Validation Required for the Purchase of Assure Program.

Site Validation	Price
Site Validation * Fee Waived w/Purchase of 5 Year Assure Plan	\$630.00
Assure Terms (if alternative term selected, substitute for price in quote)	
ASSURE 1 year \$775/year/station	\$775.00
ASSURE 2 years \$740/year/station	\$1,480.00
ASSURE 3 years \$722/year/station	\$2,165.00
ASSURE 4 years \$646/year/station	\$2,585.00
ASSURE 5 years \$524/year/station	\$2,620.00

Communication Requirements:

ChargePoint Gateway requires cellular connection to communicate with the Chargepoint network. **Verizon, T-Mobile, or AT&T 4G/LTE Signal** is required for the Gateway & EV Stations to communicate & function.



Voltrek Preventative Service and Maintenance

Voltrek is pleased to offer its customers a Preventative Service & Maintenance Program. This program offers the following services:

- Quarterly visits to clean, inspect and test units using J1772 tools
- Active monitoring of stations functionality via ChargePoint software interface
- Provide support services, on site, within twenty-four (24) hours. Diagnostic included, all other labor charges on an hourly basis, at Voltrek's then current rates with travel time at half-rate
- Cancellable at any time

Single station, annual cost (billed quarterly): \$900 (billed \$225 per quarter)
Add additional stations at the same location: \$300 per additional station, per year

*Not available in some areas. Price applies to locations within 100 miles of Boston MA.
Contact Voltrek to request price and availability outside of that area*

Warranty:

ChargePoint EVSE comes with a standard 1-year parts only warranty. ChargePoint offers the "Assure" Extended Warranty Plan, which includes parts & labor coverage. **Important- ChargePoint requires installation to be completed by a ChargePoint certified installer or all warranties are voided.**

Voltrek:

Is a small business enterprise specializing in planning, installing, & servicing commercial charging station projects. We have been in business for 12 years and offer a full scope of turnkey services to meet your EV Charger needs. Voltrek has installed 3500+ charging stations to date. We are on the Commonwealth of Massachusetts OSD contract VEH102.

Terms

Hardware billed net 30 from date of completion. All other costs billed net 30 on project completion. Quote is valid for 90 days. Please contact me with any questions and thank you for considering Voltrek.

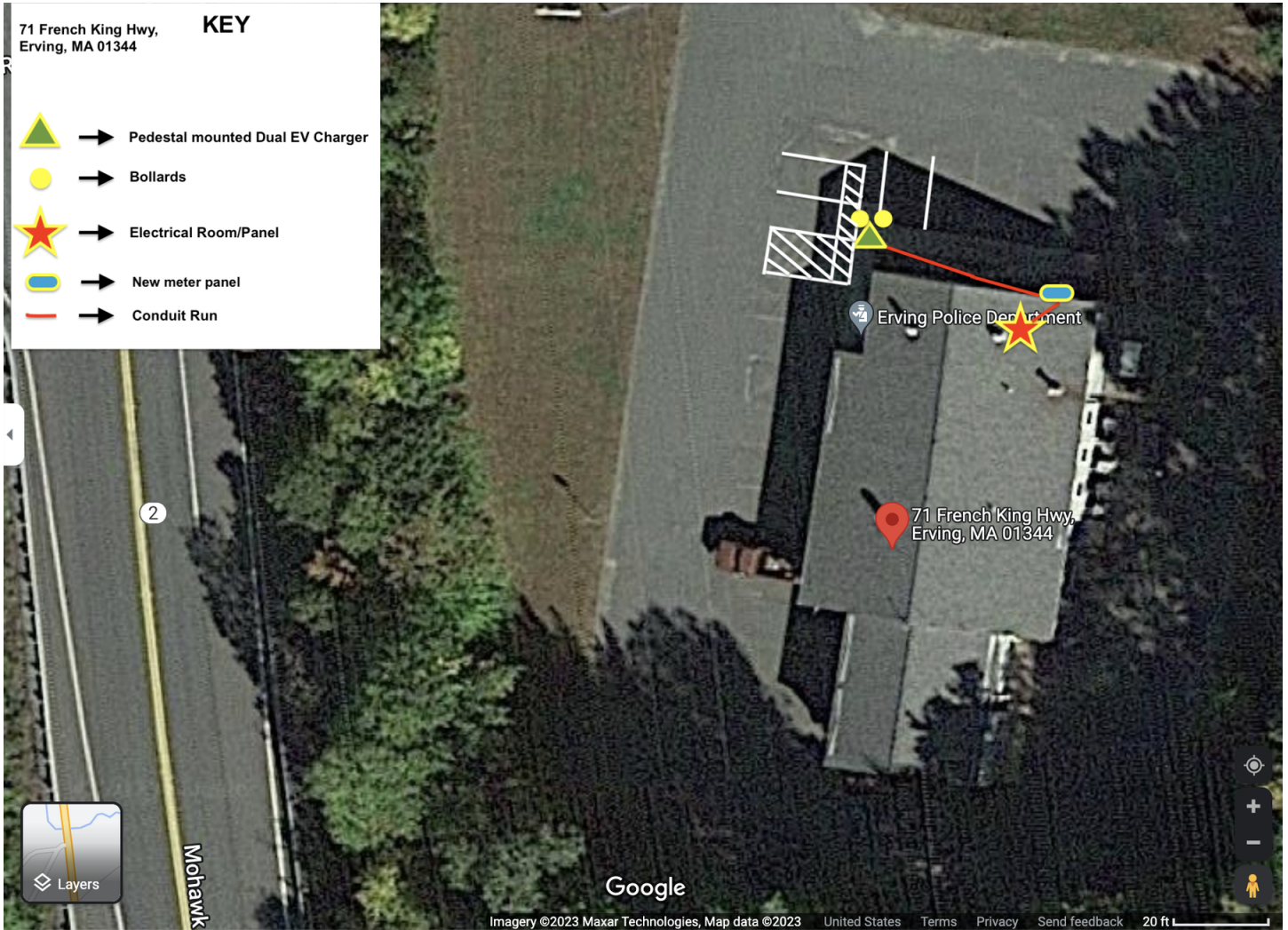
Sincerely,
Mohammed Faiz
Account Manager
VOLTREK
(978) 378-0910

TO ACCEPT CONTRACT PLEASE COMPLETE BELOW AND RETURN TO VOLTREK. IF YOU WANT TO MODIFY OR ADD ITEMS PLEASE REQUEST VIA EMAIL AND AN UPDATED QUOTE WILL BE SENT.

NAME:

DATE:

SIGNATURE:



Billing Instructions Form

Are you Tax Exempt	
Is this the correct information for your billing department?	Mariah Kurtz Assistant Town Planner mariah.kurtz@erving-ma.gov 413-422-2800 ext 01344 12 East Main street Massachusetts 01344
If the billing information above was incorrect please update the billing information with the correct person/team to the right.	



ChargePoint Provisioning Form

As a proud new owner of ChargePoint hardware, we want to give you access to their web portal at chargepoint.com. This website will allow you to monitor usage of your new stations, status of the station and all administrative abilities. Please fill out the info below so we can properly set you up in chargepoint.com

Name of Organization:

This will be the "Organization" that your station(s) will be assigned to in your ChargePoint account. This cannot be changed. If you already have an "Organization" name, please provide it above.

Does this Organization Currently Exist?

Administrative Contact Name:

The name provided will be the main contact for all EV Station inquiries. This can be changed, at a later date.

Administrative Contact Email: example@example.com

Jan 24, 2023
 Mariah Kurtz
 Assistant Town Planner
 Town of Erving
 12 East Main street Erving, Massachusetts
 RE: Fleet Charger - 71 French King Hwy, Erving, MA 01344

Quote #00000251

Voltrek is pleased to provide the following pricing and information for the purchase of ChargePoint EVSE. This project qualifies for MassEVIP Workplace & Fleet (WFP) grant program. The MassEVIP program details and Chargepoint product brochure is attached to this quote.

Quote

Name	Price	QTY	Discount	Subtotal
CPF50-L23-PEDMNT-CMK8-Dual* Dual Port, Pedestal Mount, 50A, Type 1, Cable 23', Single Phase Charger with 8' Cable Management Kit.	\$6,830.00	1	-\$464.44	\$6,365.56
CPGW1-LTE The ChargePoint Gateway provides connectivity for CPF25 and CPF50 to ChargePoint's Cloud via a cell to Wi-Fi modem.	\$0.00	1	\$0.00	\$0.00
CPCLD-POWER-1 (Voltrek promotion - 1 year free) 1 year prepaid Cloud Plan with station mgmt features such as Basic Fleet Vehicle Mgmt, Automatic Software Updates, and basic Power Sharing.	\$230.00	2	-\$460.00	\$0.00
CPF-ACTIVE (Fee waived) Fleet Application Only - Initial Station Activation required by Chargepoint.	\$100.00	1	-\$100.00	\$0.00
Shipping*	\$250.00	1	\$0.00	\$250.00
Installation				
Electrical Labor and Materials* Labor cost: \$15,600.00 Materials cost: \$4,355.00	\$19,955.00	1	\$0.00	\$19,955.00
EV Signs*	\$75.00	2	\$0.00	\$150.00

Subtotal \$26,720.56

Taxes - exempt \$0.00

Total \$26,720.56

<p>LESS MASSEVIP GRANT AWARD (WFP): <i>*Denotes eligible items for WFP program (60% of \$26,720.56)</i></p> <p>ESTIMATED NET PROJECT COST: <i>NOTE: This constitutes our best effort estimation only. When Accepting this quote, it is for the total project cost above.</i></p>	<p>\$16,032.33</p> <p>\$10,688.23</p>
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Scope of Work

All Labor & Material Required to Install EV Charging Stations

- Provide Qty of 2 – 50-amp 2 pole 250-volt circuit breakers for Main Distribution Panelboard in Electric Room.
- Furnish & install – # 4 AWG / 4 conductor metal clad cable from Basement Level to Garage, utilizing a Closet or passageway for vertical routing.
- F & I of 2 – 60-amp 2 pole 250 volt non-fused disconnect switches to be located on wall in Garage.
- Provide conduit, fittings & conductors to EV Station location between Garage Doors.
- Install Gateway Unit.
- Furnish, assemble, mount & connect EV charging Stations.
- Activate stations (broken out above)

Voltrek complimentary (gratis) services:

- Program & Test EV Charging Stations
- Assist with grants/incentives application
- Post-install station management onboarding/training.

CPF Power Cloud Plans (Per Port)

Multi-Year Term Options	Price
CPCLD-POWER1 - One Year Prepaid Power Cloud Plan (Per Port)	\$230.00
CPCLD-POWER2 - Two Year Prepaid Power Cloud Plan (Per Port)	\$440.00
CPCLD-POWER3 - Three Year Prepaid Power Cloud Plan (Per Port)	\$620.00
CPCLD-POWER4 - Four Year Prepaid Power Cloud Plan (Per Port)	\$775.00
CPCLD-POWER5 - Five Year Prepaid Power Cloud Plan (Per Port)	\$925.00

ChargePoint Assure Program

ChargePoint **Assure** Maintenance & Management Program Includes Proactive Monitoring - 24/7, Parts & On-Site Labor to Repair or Replace Any Manufacturing Defects. Assure Program Details Provided Upon Request.

*** Site Validation Required for the Purchase of Assure Program.**

Site Validation	Price
Site Validation * Fee Waived w/Purchase of 5 Year Assure Plan	\$630.00
CPF Assure Plans (Per Port)	
CPF-ASSURE1 - One Year Prepaid Assure Plan (Per Port)	\$210.00
CPF-ASSURE2 - Two Year Prepaid Assure Plan (Per Port)	\$370.00
CPF-ASSURE3 - Three Year Prepaid Assure Plan (Per Port)	\$535.00
CPF-ASSURE4 - Four Year Prepaid Assure Plan (Per Port)	\$695.00
CPF-ASSURE5 - Five Year Prepaid Assure Plan (Per Port)	\$710.00

Voltrek Preventative Service and Maintenance

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- Quarterly visits to clean, inspect and test units using J1772 tools
- Active monitoring of stations functionality via ChargePoint software interface
- Provide support services, on site, within twenty-four (24) hours. Diagnostic included, all other labor charges on an hourly basis, at Voltrek's then current rates with travel time at half-rate
- Cancellable at any time

Single station, annual cost (billed quarterly): \$900 (billed \$225 per quarter)
Add additional stations at the same location: \$300 per additional station, per year

Not available in some areas. Price applies to locations within 100 miles of Boston MA.

Contact Voltrek to request price and availability outside of that area

ChargePoint Gateway:

ChargePoint Gateway is required for all CPF50 installations. ChargePoint certified installers will do a site validation and order the ChargePoint Gateway as needed. In addition, the site host is responsible for providing dedicated power and cell coverage to the Gateway. ChargePoint recommends permanently installing the Gateway.



The Gateway should be located where cellular signal levels are optimal for LTE. Each Gateway must be located within 150 feet line-of-sight to as many as nine (9) CPF50 charging stations. Each CPF50 charging station has built-in WiFi capability to communicate via the Gateway for ChargePoint network services.

Communication Requirements:

ChargePoint Gateway requires cellular connection to communicate with the CPF50 Stations & Chargepoint network. **Verizon, T-Mobile, or AT&T 4G/LTE Signal** is required for the Gateway & EV Stations to communicate & function.

Warranty:

ChargePoint EVSE comes with a standard 1-year parts only warranty; there is an option to “Validate” the installation, which allows for the purchase of their “Assure” Extended Warranty program. **Important- ChargePoint requires installation to be completed by a ChargePoint certified installer or all warranties are voided.**

Voltrek:

Is a small business enterprise specializing in planning, installing, and servicing commercial charging station projects. We have been in business for 12 years and offer a full scope of turnkey services to meet your EV Charger needs. Voltrek has installed more than 3500 charging stations to date. Voltrek is on the Commonwealth of Massachusetts OSD contract VEH102.

Terms

Hardware billed net 30 from date of completion. All other costs billed net 30 on project completion. Quote is valid for 90 days.

Please contact me with any questions and thank you for considering Voltrek.

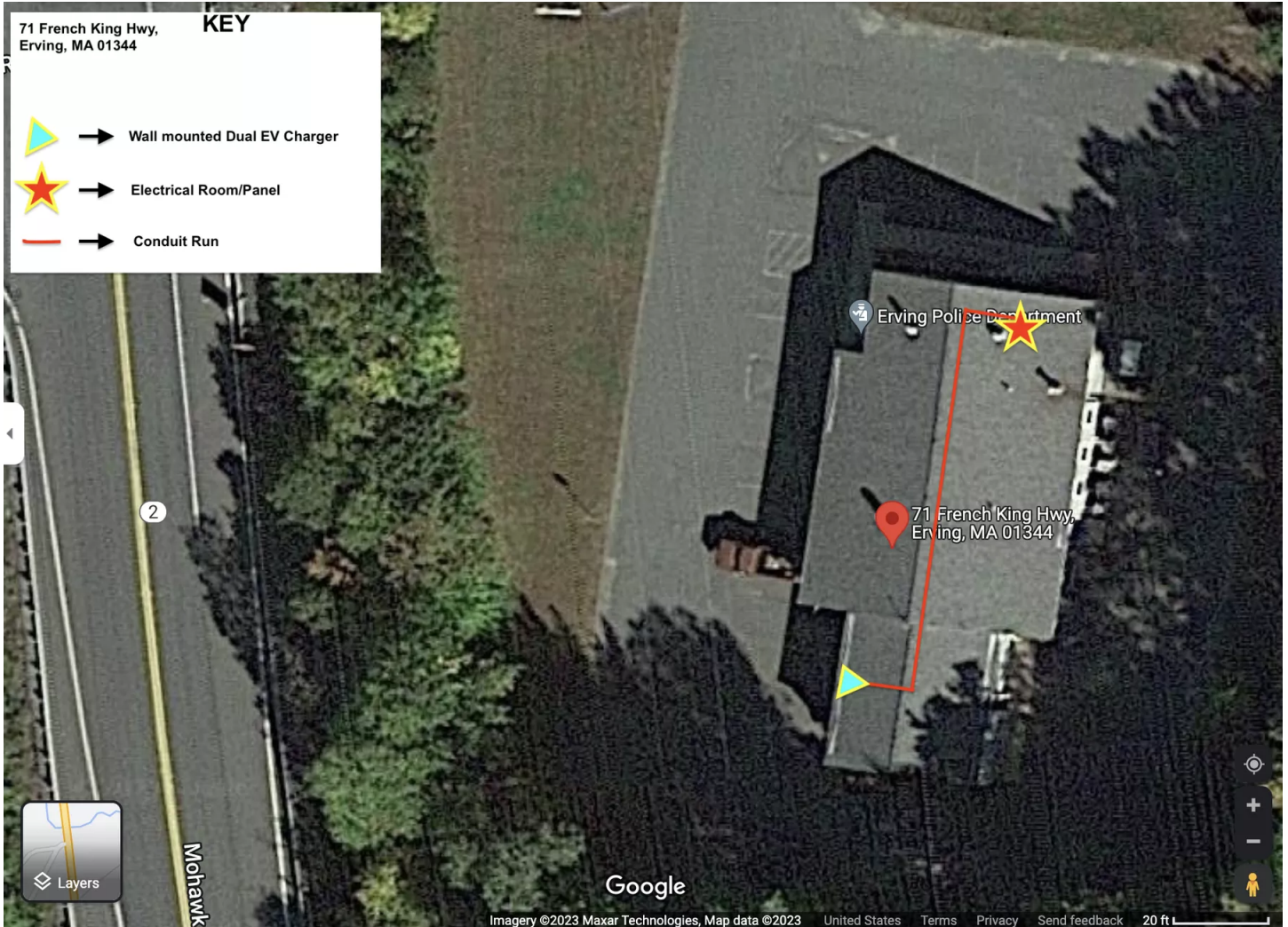
Sincerely,
Mohammed Faiz
Account Manager
VOLTREK
(978) 378-0910

TO ACCEPT CONTRACT PLEASE COMPLETE BELOW AND RETURN TO VOLTREK. IF YOU WANT TO MODIFY OR ADD ITEMS PLEASE REQUEST VIA EMAIL AND AN UPDATED QUOTE WILL BE SENT.

NAME:

DATE:

SIGNATURE:



Billing Instructions Form

Are you Tax Exempt	
Is this the correct information for your billing department?	Mariah Kurtz Assistant Town Planner mariah.kurtz@erving-ma.gov 413-422-2800 ext 01344 12 East Main street Massachusetts 01344
If the billing information above was incorrect please update the billing information with the correct person/team to the right.	

ChargePoint Provisioning Form

As a proud new owner of ChargePoint hardware, we want to give you access to their web portal at chargepoint.com. This website will allow you to monitor usage of your new stations, status of the station and all administrative abilities. Please fill out the info below so we can properly set you up in chargepoint.com

Name of Organization:

This will be the "Organization" that your station(s) will be assigned to in your ChargePoint account. This cannot be changed. If you already have an "Organization" name, please provide it above.

Does this Organization Currently Exist?

Administrative Contact Name:

The name provided will be the main contact for all EV Station inquiries. This can be changed, at a later date.

Administrative Contact Email: example@example.com



Proposal

Date Proposal #
 2/24/2023 2023-0023

65D Elm St, Ste 104, Hatfield MA 01038
 Phone (413)247-0334 Fax (413)674-0007
 License# 20318 A

Job Start Date

TBD

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

Job Name

EV Charger

Proposal Includes the Following:

Total

Job Location:

Erving Police Department
 71 French King Highway
 Erving, MA 01344

WIRE AND INSTALL EV CHARGER

4,500.00

Run (1) 240 volt 50amp circuit from panel to wall as discussed. Pipe down wall to charger location.
 Supply a single port charge point CPH50 Level 2 EV Charger.

OPTION - Run a second 50amp feed and supply an additional charger next to other charger.
 To be done at same time for the add on price. Will be increasing size of pipe, etc.

ADD:

3,700.00

Proposal includes parts and labor to perform work described above at current prevailing wage rates.
 Job is based on tax exempt status. Electrical permit fee, if any, is not included.

Payment Terms:

Payment is due upon receipt of invoice. Extras may be billed at any time. Any deletions after job has started shall be deducted in the final billing. Prices are based on cash/check payment.

Proposal Terms:

An amount of 1.5% per month of the unpaid balances of all invoices paid after 15 days of billing date will be assessed as late payment service charges. Finance charges will be calculated on the unpaid balance which shall include any previous finance charges. Returned check fees will be \$39 plus any other related bank service charges relating to the returned check. New payment would require cash, bank check, or money order.

Should collection or legal action become necessary to obtain payment, all costs of collection, including but not limited to collection agency and Sheriff's fees, Attorney or other legal fees, court costs, lien filing fees, and any other collection costs will be paid by the Customer. Any legal action needed, by either party, will take place in Hampshire County.

Any parts and/or fixtures supplied by the customer will not be covered by any warranty from Paciorek Electric, Inc. Customer shall be responsible for any extra labor or material costs should the parts or fixtures provided by the customer be broken, have missing pieces, or require assembly by electrician. Any parts and/or fixtures supplied by Paciorek Electric, Inc will have a limited warranty for 90 days after date of install.

Proposal is valid for 30 days. Includes all parts and labor for the job described above. Permit fees are only included if it is listed. Any changes or additions to the work described herein will be billed as "extras". Any unforeseen problems with fishing of wires, etc, will be charged as an extra on a Time & Material basis. Any "extras" may be billed at anytime during the above described job, regardless of any above payment schedules.



65D Elm St, Ste 104, Hatfield MA 01038
Phone (413)247-0334 Fax (413)674-0007
License# 20318 A

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

Proposal

Date Proposal #
2/24/2023 2023-0023

Job Start Date

TBD

Job Name

EV Charger

Proposal Includes the Following:

Total

NOTE: PROPOSAL IS BASED ON ELECTRICAL CODE REQUIREMENTS AS OF PROPOSAL DATE. Any additional fees incurred due to a code change or code update after the date of proposal will be the responsibility of the customer.

In the event the job doesn't commence within 45 days of proposal date, at no fault to the electrician, we reserve the right to adjust the proposal price due to weather changes, material cost increases, etc. Any other arrangements that are noted pertaining to the job start date would supersede this paragraph.

This agreement is between Paciorek Electric, Inc and the Customer and shall be governed by the laws of the State of Massachusetts. By signing below, you are agreeing to the terms set forth above.

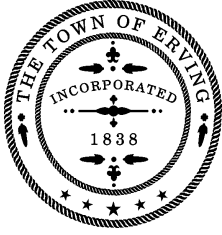
Paciorek Electric, Inc
Timothy M. Paciorek, President

If business, you must sign on the behalf of the customer and personally as a Guarantor.

Customer Signature & Date:
(Please Print AND Sign)

Please return one signed copy with any above noted retainer/ deposit required in order for your job to be scheduled.

We look forward to working with you!



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

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

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

Bryan Smith
Town Administrator

March 09, 2023

To: Select Board
From: Bryan Smith, Town Administrator

RE: Bylaw & Local Adoption Request for Consideration at Annual Town Meeting

The Select Board is being asked to consider the following bylaw requests for inclusion at the Annual Town Meeting.

Previously drafted and reviewed by Select Board:

- **Personnel Bylaw-** The Select Board spent several meetings drafting this bylaw in the recent months
- **Creation of an Opioid Settlement Stabilization Fund-** The Select Board and Finance Committee has previously considered this request and tabled the requested article until a future Town Meeting. The Town has had further correspondence with the Department of Revenue. It appears that this will be a 3-part vote but we have the additional language now.

New requests:

Bylaw Editorial Changes

The Town Clerk, or an agent designated by the Town Clerk, shall be authorized to make non-substantive editorial revisions of the Town general bylaws and zoning bylaws to ensure consistent and appropriate sequencing and numbering, including but not limited to the following actions:

1. Assign appropriate numbers to sections, subsections, paragraphs and subparagraphs
2. Reassign appropriate numbers to sections, subsections, paragraphs and subparagraphs
3. Formatting changes such as spacing, capitalization, font size, underlining or italics
4. Correct internal cross-references
5. Spelling

The assignment of such corrections shall be identified by a footnote or functionally similar editorial convention.

SUBMITTED BY: Town Clerk

MINUTES BYLAW

Section 1. Scope

This Minutes Bylaw shall apply to every Board, Committee or Commission whether elected or appointed and whether permanent, standing or special. Throughout the rest of this bylaw the term Board shall be used with the understanding that it also applies to a Committee or Commission, and also to elected or appointed.

Section 2. Annual Board Organization

Every board shall annually in July select a chair, a clerk or secretary, and such other officers, if any, as the board shall deem necessary. The clerk or secretary may, but need not, be a member of the board.

Section 3. Minutes Content Requirements

Every board shall conduct its meetings in accordance with the Open Meeting Law of the Commonwealth, MGL Chapter 30A, Sections 18 to 25 as amended from time to time. It should be noted that the Open Meeting Law requires the following minimum information to be included in the minutes of any meeting:

- the date, time and place of the meeting;
- the members present or absent;
- a summary of the discussions on each topic;
- the decisions made and actions taken, including a record of all votes;
- a list of all documents and exhibits used at the meeting;
- the name of any member who participated in the meeting remotely;
- if any members participate remotely all votes must be rollcall votes. 940 CMR 29 10(7)(b)

Section 4. Filing Of Minutes

The clerk or secretary shall keep accurate minutes of each meeting of the board, whether a regular, special or emergency meeting and shall cause said minutes to be kept in suitable books which shall be kept by the Board and be open to public inspection under supervision of the Board having custody thereof. Furthermore, the clerk or secretary shall file the minutes with an ink signature of the board clerk or secretary with the Town Clerk within ten (10) days following their approval by the board. The Town Clerk or his designee shall post the minutes on the town's website. Boards are expected to approve all minutes at the next regular meeting, but in any case, minutes are to be approved within 45 days unless regular meetings are more than a month apart in which case the minutes will be approved at the next regular meeting.

Section 5. Executive Session Minutes

Executive session minutes need not be filed with the Town Clerk until such time as the reason for the executive session is no longer valid. Boards should regularly review executive session minutes to determine if the stated reason for the executive session is no longer valid, but in any case, executive session minutes are to be reviewed annually in June of each year at a minimum. Executive Session minutes are to be reviewed and released for the public under the provisions of the Open Meeting Law of the Commonwealth, MGL Chapter 30A, Sections 18 to 25 as amended

from time to time.

Section 6. Board Rules, Procedures And Regulations

All rules, procedures and regulations, as well as required forms for the same, adopted or modified by a board shall be filed with the Town Clerk.

Section 7. Annual Town Report

Every board shall annually file a report of its activities with the Town Clerk, in a form suitable for printing in the Annual Town Report, on or before January 31 of each year.

Section 8. Disposition Of Minutes Prior To Effective Date Of This Bylaw

Every board shall file a copy of all minutes held in their custody that were created prior to the enactment date of this bylaw with the Town Clerk within six months of said enactment date.

Section 9. Penalties For Non-Compliance

Any clerk or secretary of any board that does not properly maintain and file minutes will be subject to the following:

1. Any board that is paid for their services will have pay suspended for all members until said board is back in compliance with this bylaw.
2. Any clerk or secretary that is part of an appointed board shall be removed and not allowed to serve again in any appointed position for five years.
3. Any clerk or secretary that is part of an elected board shall be fined \$50.00 for every seven calendar days of not being in compliance.

SUBMITTED BY: Town Clerk

Winter & Snow Emergency Parking Ban

Winter Parking Ban:

A winter parking ban will be in effect from November 30 until April 1 of each year prohibiting the parking of motor vehicles on any public way between the hours of 11:00 p.m. and 7:00 a.m. for the purpose of ensuring public safety.

Snow Emergency:

A declaration by the Select Board or the Highway Superintendent or their designee that street conditions caused by winter weather require the imposition of a Parking Ban. A snow emergency shall include, but not be limited to, snowstorms, ice storms, drifting conditions, snow removal after a storm, or ice buildup. A snow emergency may be declared at any time when weather conditions warrant.

Parking Prohibition:

No motor vehicle shall be parked on any public way within the town during the Winter Parking Ban or during a declared Snow Emergency.

Motor Vehicle Removal & Responsibility of Charges:

The Chief of Police and/or the Highway Superintendent or their designee may remove or cause to be removed any motor vehicle parked in violation of the Winter or Snow Emergency Parking Bans. The owner or operator of a motor vehicle which is removed pursuant to this by-law shall be subject to an additional fine and shall be fully responsible for all charges and expenses incurred for removal and storage of such motor vehicle.

Penalty:

In addition to any other legal remedies that may be available, whoever violates any provision of this by-law, the violation of which is subject to specific penalty, may be penalized by non-criminal disposition as provided in Massachusetts General Laws, Chapter 40, Section 21D as amended in accordance with the penalty and fine schedule established in the Town of Erving Bylaw.

SUBMITTED BY: Town Administrator and Highway Superintendent

Cable Advisory Committee

Authority, Establishment; Members; Appointment

In accordance with Massachusetts General Law Chapter 166A, there is hereby established a Cable Advisory Committee ("Committee") comprised of three (3) members. The members of the Committee shall be appointed by the Select Board, which serves as the appointing authority of the Committee and the Issuing Authority for all cable franchise licensing agreements on behalf of the Town.

Terms of Office

Committee members shall serve three (3) year terms which shall be staggered. All subsequent appointments shall be for a three-year term commencing on July 1. In the case of a mid-term vacancy, the appointing authority shall select a new member for the remainder of the unexpired term and may re-appoint that person or select another for the term beginning July 1.

Duties

The Committee shall have the following duties to support the Select Board in the implementation of the license:

- Inform and educate the public about cable television service;
- Assess the cable needs of the community and recommend policy changes;
- Conduct regular meetings with cable company representatives to discuss matters of mutual interest;
- Report to the Select Board on company compliance with the license;
- Supervise the cable operator's response to complaints;
- Respond to residents' questions regarding the cable television system;
- Keep abreast of community programming issues;
- Management of the Public, Educational, and Governmental (PEG) Access fund;
- Develop policies and operating procedures for PEG access television, with approval from the Select Board;
- Advises on issues related to the operation of PEG access television, in concert with the

Town Administrator, and other subsequent staff and vendors contracted to provide related services, in support of the recording and broadcasting local government meetings, fostering the production of local events, and making production technology and training available to the public;

SUBMITTED BY: Town Administrator


ALMOST ANYTHING GOES

Erving's Annual Bulky-waste Curbside Collection Program

Casella Waste Management will begin collection on


Monday, May 01, 2023
approximately 7:00 AM.

Accepted Items:

- 
- Bulky furniture: couches, futons, chairs, tables, etc.
Note: The metal frame in sleeper sofas must be separated from the rest of the couch
 - Scrap metal, such as bicycle frames, empty containers, and posts
 - Scrap wood- length and width should not exceed 4' x 4'
 - Small appliances, such as vacuum cleaners, toasters, etc.

Important: Items must be sorted into safe, organized piles with metal separate from general refuse.

Items that Cannot be Accepted

- 
- Household trash & loose trash
 - Construction debris, such as sheetrock, tile, framing, roofing, concrete, masonry, etc.
Note: If you need a building permit to have conducted the work, this material should have been collected in a dumpster
 - Vehicles & parts such as cars, boats, snowmobiles, and parts of these items
 - Small engines such as lawn mowers, etc.
 - Yard waste such as grass clippings, branches, stumps
 - Tires
 - Televisions & white good appliances, such as refrigerators, freezers, stoves, dishwashers, etc.
 - Mattresses & box springs
 - Hazardous materials of any kind

Q: What can and cannot be collected through the Almost Anything Goes program?

A: The list above is a general guide of what can and what will not be accepted curbside for collection. If residents have specific questions about what is acceptable, please call Glenn McCrory at (413) 423-3500 ext. 1400.

For more information, please visit:

<https://www.erving-ma.gov/public-works/pages/almost-anything-goes-information>

ALMOST ANYTHING GOES

Erving's Annual Bulky-waste Curbside Collection Program

Program Description: The program is only for residential bulky waste items that cannot otherwise be collected with household trash or that can be disposed of at the Highway Department. Items must originate from households in Erving. The collection will begin on the Erving-side of town and move eastwardly until complete.



Program Goals: The Town of Erving provides this service to the residents to achieve the following goals:

- Reduce illegal dumping
- Improve the health and safety of residents

Additional Frequently Asked Questions

Q: When can I begin placing items curbside for collection?

A: You may place items curbside for collection starting on **Saturday, April 22, 2023**, only. Items placed out earlier will be considered illegal dumping.

Q: Where exactly can I place my items for collection?

A: Items must be placed curbside on your property for collection. Items cannot be placed on the street, sidewalk, or blocking a fire hydrant. **Important:** Items must be sorted into safe, organized piles with metal separate from general refuse. Please remember that these materials must be picked up by someone by hand.

Q: I missed the 1st day of collection, and my street has been collected, will they come back if I put my items out now?

A: Unfortunately, no, once the collection team has passed your house they cannot return for collection.

Q: What do I do if someone has placed items on my curbside that are not mine?

A: Items left by someone other than the homeowner will be considered illegal dumping and will result in a fine of up to \$3,000.00. If you believe that illegal dumping has occurred, please call the Erving Police Department at (413) 423-3310.



Northfield Mountain Station
99 Millers Falls Road
Northfield, MA 01360
Ph.: (413) 659-4489
Fax: (413) 659-4469
Email: alan.douglass@firstlightpower.com

Alan Douglass
Regulatory Compliance Manager

March 10, 2023

Via Electronic Filing

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

Re: Turners Falls Hydroelectric Project (FERC No. 1889), FirstLight MA Hydro LLC,
Northfield Mountain Pumped Storage Project (FERC No. 2485), Northfield Mountain LLC,
Status Update No. 4 (03/10/23)

Dear Secretary Bose:

On January 12, 2023, the Federal Energy Regulatory Commission (FERC) directed FirstLight to file bi-weekly updates on the status of settlement discussions on relicensing of the Turners Falls and Northfield Mountain Projects through March 31, 2023. FERC also requested that any settlement agreement(s) be filed by March 31, 2023, and indicated it would delay the Ready for Environmental Assessment (REA) notices until May 31, 2023. Please find below FirstLight's fourth status update for the period February 25 to March 10, 2023.

Flows and Fish Passage Settlement Agreement

The Flows and Fish Passage Settlement Agreement was updated to include establishing variable flows to support conservation and recreation needs, which was emailed to signatories on March 3, 2023, for review and comment. A call was held on March 7, 2023, to solicit comments on the draft variable flow license article. A revised version of the draft variable flow license article was circulated on March 8, 2023. FirstLight anticipates being able to file the Flows and Fish Passage Settlement Agreement with FERC by March 31, 2023.

Recreation Settlement Agreement

On March 7, 2023, a meeting was held with a subgroup of the recreation stakeholders to discuss language in the Recreation Settlement Agreement. Discussions are continuing on the Recreation Settlement Agreement.

Turners Falls Impoundment Shoreline Erosion

There are no new status updates to report on shoreline erosion.

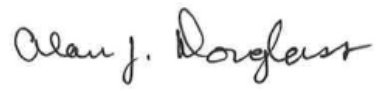
Cultural Resources

There are no new status updates to report on cultural resources.

Whitewater Recreation

As noted above, the Flows and Fish Passage Settlement Agreement was updated to reflect variable flows to support conservation and recreation needs, and a meeting was held to solicit comments on the draft variable flow license article.

If you have any questions regarding this status update, please feel free to contact me at the telephone number above.

A handwritten signature in black ink that reads "Alan J. Douglass". The signature is written in a cursive style with a large initial 'A' and 'D'.

Respectfully,
Alan Douglass
Regulatory Compliance Manager