



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

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

Bryan Smith
Town Administrator

Meeting Agenda
Monday, December 05, 2022

This meeting is open to the public.

Scheduled Business

<i>Time</i>	<i>Agenda Item</i>
6:30 PM	Call to Order
6:35 PM	Joint Meeting with Board of Assessors- FY2023 Tax Classification Hearing
7:00 PM	Joint Meeting with Finance Committee- Review of FY2024 Budget Requests- General Government

Old Business

<i>Agenda Item</i>	<i>Section</i>
Review of Clothing Allowance Policy Draft- 3 rd Reading	1
Review of Proposed Personnel Bylaw Draft- 3 rd Reading	2
Review of Proposed Personnel Policies & Procedures Manual Draft- 3 rd Reading	3
Review of Family and Medical Leave Act Policy Draft- 2 nd Reading	4
Discussion Regarding Shared Health Inspection Services- Review of Draft Position Description & Draft Intermunicipal Agreement	5

New Business

<i>Agenda Item</i>	<i>Section</i>
Meeting Minutes: November 28, 2022	6
Discussion of FY2023 Small Business Commercial Tax Exemption	7
FY2023 Tax Classification Hearing	8
Review of Request for Qualifications for Town Hall Feasibility Study	9
Review & Appointment for Golden Cane Committee- John Rice & Kelly Loynd	10
Review of Professional Engineering Services Agreement for Wheelock Street Culvert Project- Weston & Sampson	11
Review of Professional Services Proposal for the FY2022 Financial Audit- Scanlon & Associates	12
Review of FY2024 Budget Requests- Select Board, Finance Committee, Accountant, Assessors, Treasurer, Tax Collector, Information Technology, Community Access TV, Personnel, Town Clerk, Land Use	13

Other Business

Signing of the Treasury Warrant

Executive Session: Pursuant to MGL Chapter 30A, § 21(a)(7) to comply with, or act under the authority of, M.G.L. c. 30A, the Open Meeting Law, to review draft minutes of the Select Board's November 7, 2022.

Unanticipated Business

Anticipated Next Meeting Dates

December 19, 2022- 6:30PM Senior & Community Center	January 09, 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

ADM-160

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

Policy

Clothing Allowance Policy

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

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.01 Issue Date / Effective Date

This policy is issued and effective on _____.

This policy supersedes the Clothing Allowance Policy previously issued on November 23, 2015.

.02 Purpose and Policy

The Town shall provide an annual clothing allowance, in the amount of \$500.00 to full-time employees that are assigned to the departments listed, towards the purchase of articles of clothing that are suitable for daily wear such as jeans and t-shirts, etc. This clothing allowance is not in place of uniform expenditures that are required as a condition of employment.

- Highway
- Buildings & Grounds
- Wastewater & Water

.03 Payment of the Benefit

1. The payment of this benefit is considered a payroll item and will be disbursed **to eligible employees by the second payroll after hire, and then in** the first payroll of the **subsequent** fiscal year, less applicable taxes and withholdings. The United States Internal Revenue Service has determined that allowances for any article of clothing that is suitable for daily wear (jeans, t-shirts, workout clothes, etc.) are taxable.
2. Payment of this benefit is not eligible towards earnings for retirement calculations.

Chapter 53 Personnel Bylaw

SECTION 1. PURPOSE AND APPLICABILITY

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

SECTION 2. ADMINISTRATION OF PERSONNEL BYLAW

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

SECTION 3. DEFINITIONS

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

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

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

SECTION 4. PERSONNEL BOARD

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

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

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

SECTION 5. DUTIES AND RESPONSIBILITIES OF THE PERSONNEL BOARD

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

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

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

SECTION 6. PERSONNEL DIRECTOR

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

SECTION 7. POWERS AND DUTIES OF PERSONNEL DIRECTOR

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

SECTION 8. PERSONNEL FILES

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

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

SECTION 9. CONFLICT RESOLUTION PROCEDURE

- a) The intent of this procedure is to establish a means for the timely and careful review of employee issues related to employment. This conflict resolution procedure is not available to employees subject to collective bargaining agreements with the Town or employees covered by this Bylaw that have not completed their probationary period.
- b) Any employee covered by this Bylaw who is subject to disciplinary action, alleges wrongful treatment or otherwise raises an issue related to his/her employment under the provisions of this Bylaw or other Town or department-wide personnel policies or practices, and who has completed his or her probationary period and is not in a collective bargaining unit, shall be entitled to utilize the following conflict resolution procedure:

(1) Step 1.

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

(2) Step 2.

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

(3) Step 3.

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

(4) Step 4.

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

SECTION 10. AMENDMENT OF THE BYLAW

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

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

SECTION 11. TITLES OF POSITIONS

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

SECTION 12. NEW OR CHANGED POSITIONS

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

SECTION 13. POSITION DESCRIPTIONS

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

SECTION 14. CLASSIFICATION AND COMPENSATION PLAN

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

SECTION 15. PROMOTIONS, RECLASSIFICATIONS AND TRANSFERS

- A. When an employee is promoted to a position with a higher rate range or greater rate of pay, the department head may recommend, based on qualifications and performance, a salary increase, subject to collective bargaining, if applicable.

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

SECTION 16. NEW PERSONNEL

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

SECTION 17. DEPARTMENT BUDGETS

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

SECTION 18. SALARY ADJUSTMENT POLICIES

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

SECTION 19. POLICIES AND PROCEDURES

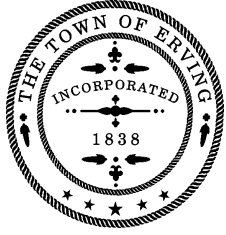
Subject to the approval of the Select Board, the Town Administrator, as Personnel Administrator, may, from time to time, issue policies and procedures and other guidelines affecting the administration of this Personnel Bylaw.

SECTION 20. SEVERABILITY CLAUSE

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

SECTION 21. COLLECTIVE BARGAINING AGREEMENT

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



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

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

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

Bryan Smith
Town Administrator

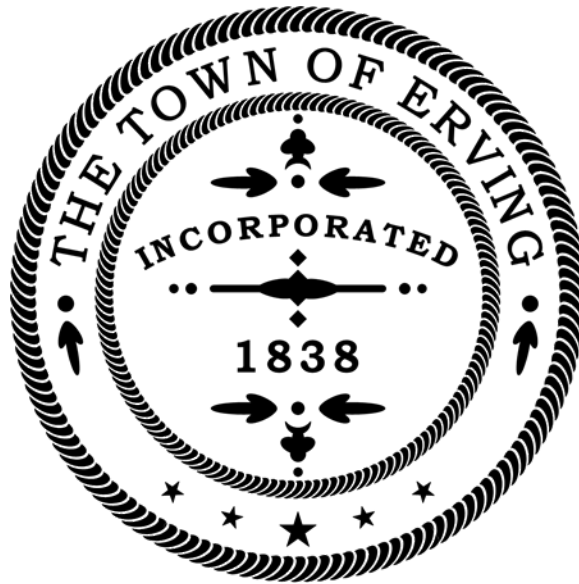
December 2, 2022

To: Select Board
From: Bryan Smith, Town Administrator
CC: Elizabeth Sicard, Administrative Assistant

RE: Personnel Policies & Procedures Manual

On November 28, 2022, the Select Board began holding substantive conversations about proposed revisions to the Personnel Policies & Procedures manual. The following topics were discussed:

- **Holiday:** The benefit of a holiday for full-time (40 hours/week) employees will be a maximum of 8 hours.
- **Breaks:** Discussion of meal breaks and making sure that employees are not skipping meal breaks. Discussion of drafting language that acknowledges emergent situations.
- **Overtime:** Discussion regarding what time qualifies for eligibility towards earning overtime. Selectman Bembury would like to follow provisions of the Fair Labor Standards Act. Selectman Bastarache and Chairman Smith discussed openness for paid time off to be counted towards eligibility for overtime. Bryan raised concerns about ensuring that sick employees are not encouraged or incentivized to come to work sick, potentially exposing other employees. Discussed the possibility of another leave option to address needs/concerns expressed by the Police Department and Highway Department.
- **Vacation:** Select Board members discussed and agreed that it is the employee's responsibility to review the benefits statement issued by the Treasurer's Office and to monitor the balance of their own paid time off accruals.
- **Sick:** Discussed the possibility of identifying language that would allow an employee to gift accrued sick leave time to another employee.



TOWN OF ERVING, MASSACHUSETTS

Personnel Policies & Procedures Manual

www.erving-ma.gov/personnel

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



TOWN OF ERVING

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

ADM-
Policy

Personnel Policies and Procedures Manual

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

Issue Date / Effective Date

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

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

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PERSONNEL POLICIES AND PROCEDURES
Town of Erving, Massachusetts

WELCOME

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

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

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

Purpose, Authority, and General Provisions

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

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

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

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

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

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

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

Benefits Waiting Period

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

Applicability & ADMINISTRATION

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

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

ARTICLE 1: HOURS OF WORK, BREAKS & OVERTIME

Work Schedule

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

Meal & Break Periods

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

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

Overtime

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

Payroll and Timekeeping

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

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

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

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

Department Heads

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

Hazardous Weather Conditions

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

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

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

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

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

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ARTICLE 2: EMPLOYEE BENEFITS

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

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

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

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

Health & Dental Insurance

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

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

Basic Life Insurance

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

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

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

Short- & Long-Term Disability Insurance

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

Flexible Savings Accounts

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

Employee Assistance Program

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

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

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

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

ARTICLE 3: COMPENSATION PLAN

Administration

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

Position Description

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

Reclassification

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

Pay Plan

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

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

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

Starting Rates

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

Rate of Pay for Promotion

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

Rate of Pay for Transfer or Demotion

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

Pay for Temporary Assignments Outside Classification

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

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

Longevity

I. Policy

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

II. Scope

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

III. Longevity Chart¹

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

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

Call Back Pay

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

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

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

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

Compensatory Time

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

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

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

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

Deferred Compensation

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

Travel Reimbursement

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

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

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

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

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

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

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

Payroll Deductions

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

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

ARTICLE 4: EMPLOYEE LEAVE POLICIES

Holidays

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

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

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

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

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

Vacation Leave

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

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

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

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

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

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

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

Sick Leave

Accrual

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

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

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

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

Sick Leave Buy Back

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

Retirement Buy Out

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

Sick Leave Usage

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

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

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

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

Notification

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

Suspected Sick Leave Abuse

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

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

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

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

Termination of Employment

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

Personal Days

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

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

Bereavement Leave

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

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

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

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

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

Military Leave

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

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

Effect On and Use of Benefits:

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

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

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

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

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

Court Service (Jury Duty)

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

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

Parental Leave

Introduction

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

Employee Eligibility

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



Leave Entitlement

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

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

Family and Medical Leave (FMLA)

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

Use of Paid Leave

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

Maintenance of Health Benefits

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

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

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

Benefit Continuation

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

Notice Requirements

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

Job Restoration

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

Leave of absence beyond eight (8) weeks

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

Departmental Procedures

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

Small Necessities Leave Act (SNLA) Policy

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

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

The SNLA permits an employee leave for the following purposes:

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

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

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

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

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

Training, Education and Conferences (Professional Development)

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

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

DRAFT

APPENDIX A- ADMINISTRATIVE POLICIES

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

Administrative Policies

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

APPENDIX B- PAY PLANS

To be inserted

APPENDIX C- BENEFIT PROVIDERS & CONTACTS

Health Insurance:

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

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

Dental Insurance:

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

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

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

Other Optional Insurances:

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

Flexible Spending Account:

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

Short Term Disability & Cancer Insurance:

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

Franklin Regional Retirement System

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

Massachusetts Teachers Retirement System:

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

Nationwide Retirement (OBRA & Deferred Compensation):

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

403(b) (School Employees)

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

Equitable 1(800)-628-6673

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

ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING

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

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

EMPLOYEE PRINTED NAME

EMPLOYEE SIGNATURE

DATE

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



TOWN OF ERVING

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

ADM-181

Policy

Family and Medical Leave Policy

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

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.01 Issue Date / Effective Date

This policy is issued and effective on _____.

This policy supersedes the Smoking Policy previously issued on November 23, 2015.

.02 Introduction

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

.03 Employee Eligibility

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

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

.04 Leave Entitlement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.05 Maintenance of Health Benefits

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

.06 Job Restoration

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

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

.07 Notice, Certification and Status Reports

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

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

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

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

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

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

.08 Non-Interference

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

.09 Complaints

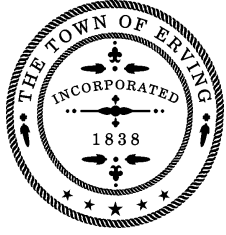
An employee who believes that their rights under the FMLA have been violated is encouraged to notify the Town Administrator. In addition, such an employee may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may file a private civil action.

.10 Other Provisions

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

.11 Departmental Procedures

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



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

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

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

Bryan Smith
Town Administrator

December 2, 2022

To: Select Board
From: Bryan Smith, Town Administrator

RE: Proposed Regional Health Service – Draft Materials

Since the Select Board's discussion of the proposal for Erving to serve as the lead agency for the regional Health Service that is currently shared between Erving, Northfield, and Shutesbury, I have reviewed example intermunicipal agreements and positions descriptions. Based on that review of have drafted a potential intermunicipal agreement for the 3 towns and a draft position description. The member towns met on Thursday, December 1, 2022 at began their review of these documents as well as the current Health Agent. The towns are scheduled to meet again on Monday, December 19, 2022 and provide further feedback.

Attached for your review are the draft documents.

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

THIS AGREEMENT is entered into by and between the Town of _____ and the Town of Erving, Massachusetts in its capacity as Host Agent of the Eastern Franklin County Cooperative Health District, (hereinafter “District”). The municipalities participating in the District include Erving, Northfield, and Shutesbury.

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

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

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

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

1. Term.

- a. The term of this Agreement shall be through January 1, 2026, commencing upon execution of this Agreement.
- b. The Agreement will be reviewed by the Oversight Board members by June 30, 2023, for recommended revisions to be presented to the member towns.

2. Governance.

The District shall have an Oversight Board (“Board”) convened quarterly by the Board Chair/Co-Chairs.

- a. Composition: one member and one alternate, both appointed by the Board of Health from each member municipality. Each member and alternate shall be either a Board of Health Member or designee.
 - i. Voting: Each municipality will have one member with the ability to vote. Every member present shall have an equal voice in determining shared priorities, and services to be provided and hiring recommendations. Any

board member may designate a proxy in writing for a particular meeting. This is to be used in situations where the member and alternate are not able to attend a meeting.

- b. Roles and Responsibilities of the Oversight Board:
 - i. Meet on a regular basis and at least quarterly.
 - ii. Develop annual and long-term goals for the District.
 - iii. Set staff priorities.
 - iv. Collaborate in developing a sustainability plan for the District.
 - v. Adopt any District -wide policies and recommended regulations.
 - vi. Review and provide recommendations on operating budgets.
 - vii. Review financial status.
 - viii. Review and act on reports from staff.
 - ix. Participate in hiring and performance evaluations of staff.
 - c. The municipality shall maintain its local Board of Health, which shall retain its own legal authority and autonomy as provided by law.
 - d. Quorum. A majority of the voting members of the Board shall constitute a quorum for the purposes of transacting business. The Board may act by a simple majority of members present and voting unless otherwise provided herein.
 - i. In a tied vote, the Host Agent shall have the deciding vote.
 - e. Meetings. The Board shall meet quarterly and may schedule additional meetings as necessary. All meetings shall be posted in compliance with the Massachusetts Open Meeting Law M.G.L.c.30A, sections 18- 25.
3. Host Agent. The Town of Erving shall serve as the Host Agent. The Host Agent shall provide the following services in coordination with member municipalities:
- a. Hire and supervise staff. Hiring processes and goal setting will be done in collaboration with the members of the Oversight Board.
 - b. Understanding that the Host Agent’s ability to provide services will depend on the qualifications of the new employees, they will seek to provide municipalities with public health services listed in the job descriptions in Attachment A (Health Agent).
 - c. Staff will allocate their time in a way that is roughly **proportional to the ratio determined by the Oversight Board during the annual budget assessment process**. Participants agree that they will be flexible when a Municipality has especially urgent needs related to these services.
 - d. Write and administer grants to support Oversight Board goals in coordination with participating municipalities. Ensure compliance with all state laws and regulations, including procurement, purchasing, Open Meeting Law,

Conflict of Interest Law and Ethics.

- e. Work with the Oversight Board as they provide fiscal management for District funds.
 - f. The Town will maintain District funds in a separate special revenue fund so that any unspent assessment funds will remain in the fund at the close of the fiscal year, available for use by the Oversight Board as directed.
 - g. Collaborate with member municipalities to create and maintain a tracking system for public health work under this Agreement.
 - h. Ensure that financial management and expenditure meets state and federal standards, and generally accepted financial policies and practices, including providing an annual audit, payroll, benefits administration, health insurance and bill processing.
 - i. Provide procurement services for staff and equipment, as needed.
 - j. Administer personnel policies and supervise staff.
 - k. Maintain liability insurance including worker's compensation for District staff.
 - l. Provide office space for staff, as needed
 - m. Provide information technology support for staff.
 - n. Attend Oversight Board meetings.
4. Obligations of the municipalities
- The municipality agrees to provide the following services to ensure that the District provides quality, efficient delivery of service:
- a. Appoint a member and alternate to the Oversight Board.
 - b. Assist shared staff in establishing work tasks and priorities.
 - c. Communicate any concerns about the program first to the staff person involved, then, if needed, to the Host Agent Town Board of Health and Town Administrator.
 - d. Prompt review of staff reports and other materials.
 - e. Prompt payment of invoices.
 - f. Board of Health members are welcome to visit programs conducted by Shared Staff. Board members interested in accompanying a staff person should communicate that request directly, on either a specific or general basis. The presence of a local Board of Health member is always a positive addition to code enforcement and public health work.

5. Funding

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

municipality in which the inspection was performed.

6. Other Municipal Services

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

7. Employees

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

8. Indemnification

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

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

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

The District and the municipality shall obtain and keep in full force and effect public liability insurance in the amount of One Million (\$1,000,000) Dollars combined single limit for bodily injury, death and property damage arising out of any one occurrence,

protecting the other party against any and all claims for bodily injury, \$3,000,000 aggregate, death or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

9. Termination

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

10. Assignment

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

11. Amendment

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

12. Severability

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

13. Force Majeure

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

notifies the other promptly of the existence and nature of such delay.

14. Waiver

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

15. Governing Law

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

16. Headings

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

17. Non-Discrimination

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

18. Notices

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

Town of _____:

(contact
name) (email)
(phone)
(address)

Town of Erving

(contact
name) (email)
(phone)
(address)

19. Complete Agreement

This Agreement constitutes the entire agreement between the Host Agent of Erving and Town of _____ concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Host Town of Erving and the Town of _____ concerning the subject matter hereof. The municipality acknowledges that it has not relied on any representations by any other municipality or by anyone acting or purporting to act for another municipality or for whose actions any other municipality is responsible, other than the express, written representations set forth herein.

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

Town of _____ Select Board

Date

Town of _____ Board of Health

Date

Town of Erving Select Board

Date

Town of Erving Board of Health

Date

**Town of Erving, Massachusetts
Position Description**

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

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

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

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

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

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

Town of Erving, Massachusetts
Position Description

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

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

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

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

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

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

Essential Functions:

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

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

Town of Erving, Massachusetts
Position Description

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

Town of Erving, Massachusetts Position Description

Minimum Qualifications:

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

Special Requirements:

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

Knowledge, Abilities and Skill

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

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

Town of Erving, Massachusetts
Position Description

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

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

Physical and Mental Requirements

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

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

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

**Town of Erving, Massachusetts
Position Description**

and talk and hear for extended periods of time.

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

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

DRAFT

Meeting Minutes

Board: Select Board / Water Commissioner's Meeting
Date: Monday, November 28, 2022
Location: Senior & Community Center, 1 Care Drive, Erving, MA 01344

Select Board Present: Jacob Smith, Scott Bastarache, William Bembury
Also, Present: Bryan Smith, Mariah Kurtz, Glenn McCrory, Robert Holst, Peter Sanders, Jeffrey McAndrews
Press: Otis Wheeler, BNCTV

At 6:33 PM **Chairman Smith** called the meeting to order.

Review of Police Department Policy- 1.23 Mounted Electric Bike Policy- 3rd Reading

The Select Board members conducted a third reading of the draft Police Department Policy 1.23 Mounted Electric Bike. The Select Board members discussed support for approving the policy as presented. **Selectman Bastarache** made a motion to approve the Mounted Electric Bike Patrol Policy and Procedure number operations 1.23, with an effective date of November 28, 2022. **Selectman Bembury** seconded. **Vote:** Unanimously approved

Review of Pregnant Workers Fairness Act Policy Draft- 3rd Reading

The Select Board members conducted a third reading of the draft Pregnant Workers Fairness Act Policy. The Select Board members discussed support for approving the policy as presented. **Selectman Bastarache** made a motion to approve the Pregnant Workers Fairness Act Policy, ADM-150, with an effective date of November 28, 2022. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Discussion Regarding Shared Health Inspection Services Proposal

At 6:35 PM **Chairman Smith** began what was meant to be a joint meeting with the Board of Health to discuss a proposal regarding the regional shared health inspection service. Only Jeffrey McAndrews, Board of Health member, was able join the Select Board. The Select Board and Board of Health members reviewed a memorandum from Bryan Smith, Town Administrator, regarding a proposal to have Erving serve as the lead fiscal entity for the existing regional cooperative health district that Erving is a member of. Bryan and Jeffrey discussed the request of having the three (3) member towns draft a Health Agent position description and an interim agreement with a term through June 20, 2023, to provide the towns enough time to work on a multi-year agreement. Jeffrey provided an overview of the current services provided to Erving by the health district and explained that the Board of Health wants to continue to have services provided by the existing Health Agent. Bryan explained that the member towns have a cost sharing model to determine annual assessments that would continue under the proposal. **Chairman Smith** asked for an explanation of the clerical support for the district. Bryan explained that Erving has clerical support through the Select Board's office for the Board of Health and he believes that each Town will discuss how to proceed. **Selectman Bastarache** discussed the current understanding of the annual assessment breakdown and acknowledged that the towns would have to allocate funding for health insurance. **Selectman Bembury** expressed support for the proposal and for the Health Agent position to be benefits eligible. **Selectman Bastarache** expressed support for the proposal and discussed his experience at district meetings regarding the logistics for a transition to a lead town. **Chairman Smith** discussed exploring options to establish a fund to hold the assessment payments from the towns. Bryan explained that he is researching whether an enterprise fund or a revolving fund would be appropriate for the need. The Select Board members discussed general support for the request. Bryan will draft a position description and a draft agreement for the Board to review at their next meeting.

Meeting Minutes

At 6:58 PM the meeting with the Board of Health ended and the Select Board continued with their meeting.

Review of Fraud Prevention Policy Draft- 3rd Reading

The Select Board members conducted a third reading of the draft Fraud Prevention Policy. The Select Board members discussed support for approving the policy as presented. **Selectman Bembury** made a motion to adopt the Town of Erving Fraud Prevention Policy, ADM-120, effective November 28, 2022. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

Review of Whistleblower Protection Policy- 3rd Reading

The Select Board members conducted a third reading of the draft Whistleblower Protection Policy. The Select Board members discussed support for approving the policy as presented. **Selectman Bastarache** made a motion to approve the Whistleblower Protection Policy, ADM-130, with an effective date of November 28, 2022. **Chairman Smith** seconded. **Vote:** Unanimously approved

Review of Workplace Violence Prevention Policy Draft- 3rd Reading

The Select Board members conducted a third reading of the draft Workplace Violence Prevention Policy. The Select Board members discussed support for approving the policy as presented. **Selectman Bembury** made a motion to adopt the Workplace Violence Prevention Policy, ADM-100, effective November 28, 2022. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

Review of Domestic Violence Leave Policy Draft- 3rd Reading

The Select Board members conducted a third reading of the draft Domestic Violence Leave Policy. The Select Board members discussed support for approving the policy as presented. **Selectman Bembury** made a motion to approve the Domestic Violence Leave Policy, ADM-180, effective November 28, 2022. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

Review of Clothing Allowance Policy Draft- 2nd Reading

The Select Board members conducted a second reading of the draft Clothing Allowance Policy. **Selectman Bastarache** explained that there is a request to reconsider the amount of the allowance, noting that it has been the same amount for many years. Glenn McCrory, Highway Superintendent, stated that the policy has been at the same amount since before he was hired. **Chairman Smith** asked about the applicability of Internal Revenue Service's (IRS) regulations regarding income tax eligibility. Bryan explained that because the allowance is paid to employees and is intended to replace general wear clothing and not uniforms, the IRS guidance requires the allowance to be paid as a payroll item and is therefore eligible for income taxation. **Chairman Smith** asked that the policy is clarified that new employees will be given their allowance during their first payroll with the Town. The Select Board members discussed general support for change in the amount to \$500.00. Bryan will change the plurality of Buildings & Grounds maintenance. The Board will conduct a third reading at the next meeting.

Review of Proposed Personnel Bylaw Draft – 2nd Reading

The Select Board members conducted a review of the proposed draft language for the Personnel Bylaw. **Chairman Smith** asked about the proposal to reconstitute Personnel Board. **Selectman Bastarache** suggested the option for the Select Board to serve as the Personnel Board or appoint a separate Board. **Selectman Bembury** discussed previous challenges with finding enough members to staff the Personnel Board. The Select Board members discussed the option to establish the Board with three (3) members instead of five (5). Bryan will draft potential revisions for the Select Board's consideration. **Chairman Smith** asked to clarify the applicability of the Bylaw with collective bargaining agreements, noting a potential

Meeting Minutes

conflict in Section 1, subsection B2 and subsection E. Regarding Section 3 “Definitions,” **Chairman Smith** suggested removing subsection A and to change the reference of Board of Selectmen to Select Board in subsection C. **Chairman Smith** suggested that the definition for part-time employment is clarified for benefits eligibility. Returning to the topic of the Personnel Board, **Chairman Smith** requested that clarity is provided about terms of office, and whether members can be reappointed for successive terms. Bryan will make revisions and the Select Board will conduct a third reading at the next meeting.

Review of Proposed Personnel Policies & Procedures Manual Draft- 2nd Reading

The Select Board members conducted a review of the proposed draft revisions for the Personnel Policies & Procedures manual. Regarding the topic of meal breaks, **Selectman Bembury** discussed the acknowledgement about Police officers’ exception for breaks and asked about other departments like the Library. Bryan expressed concern about staff not taking breaks and acknowledged that their may be strategies to meet the operational needs of departments. The Select Board members discussed the potential for departments to close offices to allow for breaks. **Selectman Bembury** explained that he wants to ensure that the policy language does not ask employees to forfeit breaks. Bryan expressed agreement. **Chairman Smith** suggested adding language regarding emergent situations. **Chairman Smith** asked that the policy language removes the word “encourage” because it is required. **Selectman Bembury** suggested that the policy refers to the Fair Labor Standards Act (FLSA).

Regarding the topic of overtime, **Selectman Bastarache** discussed feedback that was received from staff members about being allowed to use accrued paid leave time towards the calculation of overtime eligibility, although not required by the FLSA. **Selectman Bastarache** discussed support for allowing accrued paid leave time to count towards eligibility to earn overtime, except for sick time. Bryan discussed the concern about any policy language that would encourage employees to come to work sick. Glenn joined the Select Board and discussed past practice of employees using sick time if they have plowed for too many hours and it is deemed unsafe to continue to work. **Chairman Smith** discussed the discretion of Department Heads to send employees home if it is unsafe to continue to work and that those decisions should be separate from sick time use. Bryan advocated for protection of sick time and finding another policy option to address the concerns expressed by the Highway and Police departments. **Selectman Bastarache** explained that he would like to further discuss the triggers for use of sick time towards the eligibility for overtime.

Selectman Bembury expressed concern about deviating from the requirements of the FLSA and raised the concern about creating a perception that overtime is guaranteed to employees. Bryan will send a track changes version of the manual to the Select Board members for review. **Chairman Smith** discussed overtime requirements and his in the private sector where an employee’s paid time off counted towards overtime eligibility. **Chairman Smith** discussed his preference that most paid leave time is counted towards overtime eligibility, specifically holiday, compensatory time, and vacation. **Chairman Smith** expressed agreement that sick time should not count. **Chairman Smith** discussed wanting to address how emergent response issues are handled as well as setting limitation on hours that can be worked for health standards. Bryan will look for examples from other towns on how they handle similar situations. **Selectman Bastarache** discussed the possibility of determining overtime based on hours over shift. **Chairman Smith** reiterated his concern about health and safety issues. The Select Board members discussed the possibility of establishing a mandatory time off. Robert Holst, Chief of Police, expressed support for allowing paid leave time to count towards overtime eligibility and suggested policy language about employees not being out sick before taking an overtime shift. The Select Board members agreed that further consideration of these matters is necessary. The Select Board members agreed to pause conversation on the review of the manual and to resume later in the meeting.

Discussion Regarding Erving Center Water

Mariah Kurtz, Town Planner, and Peter Sanders, Water & Wastewater Superintendent, joined the Select Board meeting to discuss a request to consider the potential to explore a public water source in Erving Center. The Select Board members reviewed a memorandum from Bryan, providing a general overview of the Town's consideration for a public water source and posing the question about the Town's potential interest in exploring the viability of a utility. Bryan explained that he is concerned about the future viability of Erving Center as a commercial district without access to a public water source. Mariah discussed the challenges of making accurate budget requests for a project like this with the existing budget processes and the available grant cycles. Mariah noted that there can be a misalignment between the opportunities on the Federal level and the Town's process. **Chairman Smith** explained that such a large project would require public conversations and approvals from the voters. Mariah echoed concern about the future of Erving Center and noted that business owners are concerned about the topic and the importance of having conversations with residents. **Chairman Smith** asked Peter about the requirements for a public water supply and the costs on business owners. Peter confirmed that each business is currently required to run their own public water supply and to comply with the regulatory requirements. **Selectman Bastarache** noted that the memorandum from Tighe & Bond projects that a project for Erving Center may cost approximately \$16 million. Bryan confirmed that understanding and noted that construction costs continue to increase while funding on the federal level for infrastructure projects may be available to support a potential project. **Chairman Smith** explained that the current proposal is to look at the potential use of two (2) Town-owned sites. The Select Board members discussed support for allowing the Town to proceed with a hydrological study of two (2) Town-owned sites in Erving Center for viability as a public water source. **Chairman Smith** made a motion to engage HydroSource Associates, P.C. for well siting services, as described in their proposal dated October 28, 2022, for a fixed sum of \$7,700.00. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Selectman Bembury discussed his support for the project and discussed his experience as a resident of Erving Center and fellow residents having failed wells. The Select Board members discussed wanting to understand the prevalence of failed wells in Erving Center. Bryan will gather this information from the Board of Health.

Review of Professional Services Agreement with FRCOG for Procurement Assistance

The Select Board members reviewed a memorandum from Bryan requesting authorization to engage the procurement office at the Franklin Regional Council of Governments (FRCOG) for professional procurement assistance with a multi-year trades contract, beginning with electricians, for the Town. Bryan explained that the contract would be used for ongoing and regular maintenance and would not take the place of comprehensive procurements for larger projects. The Select Board members expressed support for proceeding. **Selectman Bastarache** made a motion to engage authorize Town Administrator Bryan Smith, to enter into an agreement with FRCOG for the procurement of on-call electrician services, not to exceed a \$2,000 budget. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Discussion Regarding Planning Department Name and Liaison

The Select Board members reviewed a memorandum from Mariah requesting a change to the name of the Department to Community Planning. Mariah discussed the request and explained the confusion that has arisen with the Planning Board. The Select Board members discussed the importance of being clear for the residents and support to change Department name to Community Planning.

Meeting Minutes

Liaison Assignment

Selectman Bastarache offered to serve as Select Board liaison to the Community Planning Department. **Chairman Smith** made a motion to appoint **Selectman Bastarache** as liaison to the Department of Community Planning. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Discussion Regarding Request to Establish Public Art Gift Fund

Mariah explained the request to establish a Public Art Gift Fund for the Town, noting that there is a few hundred dollars left from the Heron sculpture project that was funded by FirstLight that can be used to seed the account. Mariah explained that the Fund would allow interested individuals to make gifts to the Town to further public art efforts throughout the community. The Select Board members discussed support for the request. **Selectman Bastarache** made a motion to establish a Public Art Gift Fund for the Town of Erving. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Recess

At 8:48 PM **Chairman Smith** made a motion for the Select Board to recess the meeting until 9:00 PM. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

At 9:06 PM the Select Board resumed the meeting.

Review of Meeting Minutes for September 14, 2022

The Select Board passed over this agenda item.

Review of Meeting Minutes for November 14, 2022

The Select Board members reviewed the meeting minutes for Monday, November 14, 2022. **Selectman Bembury** made a motion to accept the meeting minutes of Monday, November 14, 2022, as written. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

8th Water Commitment for FY2023

The Water Commissioners reviewed the 8th Water Commitment for FY2023 for final water use charges at 13 Gunn Street. **Commissioner Bastarache** made a motion to approve the 8th Water Commitment of FY2023, in the amount of \$57.59 for final charges at 13 Gunn Street. **Commissioner Bembury** seconded. **Vote:** Unanimously approved.

Review of Family and Medical Leave Act Policy Draft- 1st Reading

The Select Board members conducted the first reading of the proposed draft Family and Medical Leave Act Policy. The Select Board members discussed having no concerns at this time. The Board will conduct a second reading at the next meeting.

Activities Coordinator Search Committee

The Select Board members reviewed a memorandum from Bryan regarding the search for the Activities Coordinator position. **Chairman Smith** provided an overview and asked the other Select Board members if they would prefer a three (3) or five (5) member preliminary screening committee. **Selectman Bembury** expressed support for a five (5) member committee because he wants to make sure the search for this position is given sufficient attention. **Chairman Smith** and **Selectman Bastarache** both expressed agreements. The Select Board members discussed a composition that includes Paula Betters, Director, Becky Paciorek, **Selectman Bembury**, an Erving citizen, and a patron of the Senior & Community Center. **Selectman Bastarache** made a motion to create a Preliminary Screening Committee for the Activities Coordinator, to be comprised of Director Paula Betters, Becky Paciorek, **Selectman Bembury**, and two

Meeting Minutes

additional members with preference for one of those members to be an active patron of the Senior Center. **Selectman Bembury** seconded. **Discussion:** The Select Board members agreed that the vote was to establish the Committee and appoint the identified members. The Select Board members discussed wanting to identify potential members to serve on the Committee by December 30, 2022. **Vote:** Unanimously approved.

Bryan asked the Select Board members if they would approve advertising the position as benefits eligible. **Chairman Smith** discussed the request, noting that the position was originally proposed as 19 hours per week. **Selectman Bembury** discussed support for the request and **Selectman Bastarache** expressed agreement, explaining that he anticipates that the position will grow. **Chairman Smith** asked about budget increase. Bryan noted that he has spoken with the Treasurer and that there is sufficient funding in the benefits budget at this time to provide insurance benefits if necessary. The Select Board members expressed agreement to proceed with advertising the position as benefits eligible.

Unanticipated Business

Treasurer's Request to Seek Proposals for Alternative Dental & Vision Plans

Bryan provided a general request for the Select Board to authorize the Treasurer to seek proposals from alternative dental and vision plan providers that the Select Board can consider later. Bryan explained that some employees have expressed disappointment with the current offering and the goal of identifying what alternative plans may be within the market. **Selectman Bembury** asked if it is possible for the Town to offer more than one vendor for insurance and allow employees to choose. Bryan noted that it may be an option and the goal is to make sure that the Select Board is informed about all the options. **Selectman Bastarache** asked if the Town should notify the Hampshire Group Insurance Trust by the 1st of December. The Select Board members agreed to proceed to seek alternative proposals and to notify the Trust that the Town is reviewing options.

Review of Proposed Personnel Policies & Procedures Manual Draft- 2nd Reading (revisited)

Regarding the topic of Holiday leave, **Selectman Bastarache** expressed his concern about giving a greater holiday benefit for a 10-hour shift versus a standard 8-hour day. **Selectman Bastarache** explained that by recognizing a day differently depending on the employee's schedule would allow for one full-time employee to receive 24 additional hours of paid time off than another full-time employee. Chief Holst joined the Board to discuss the issue about holiday calculation for full-time officers working a 40-hour week that also must work the holiday. **Selectman Bastarache** reiterated the concern. The Select Board members agreed the need to revisit the request.

Regarding the topic of vacation leave, Chief Holst requested that the language of the policy be amended to clarify that the employee is responsible for monitoring their own paid time off accruals instead of the department head. Bryan expressed agreement and explained the Treasurer's Office process of updating employees each month. The Select Board members expressed agreement with the requested change.

Regarding the topic of sick leave, Chief Holst discussed a request to allow employees to gift their own accrued sick time to another employee. **Selectman Bastarache** discussed his experience with a similar option on the State level to participate in a sick bank. **Selectman Bastarache** discussed not being interested in a mandatory pool. **Chairman Smith** discussed openness to consider a directed giving option in the policy instead of a sick bank. The Board members expressed agreement. Bryan will research policy options.

Meeting Minutes

The Select Board members agreed to continue their review of the manual at their next meeting. Bryan will summarize feedback and maintain a running list for the Board members.

Next Meeting

Chairman Smith and the Board members discussed anticipated topics for the next meeting, including the FY2023 tax classification hearing, budget hearing, and to revisit the backup plowing topic.

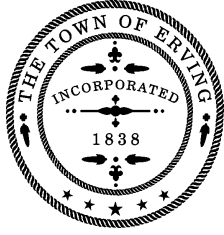
Adjournment

At 9:58 PM **Chairman Smith** made a motion to adjourn. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Respectfully submitted,

Bryan Smith
Town Administrator

DRAFT



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800

Fax 413-422-2808

Email: administrator@erving-ma.gov

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

Bryan Smith
Town Administrator

December 1, 2022

To: Select Board
From: Bryan Smith, Town Administrator
CC: Jacquelyn Boyden, Principal Assessor

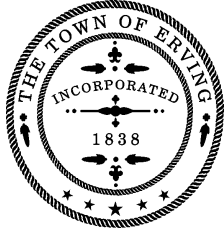
RE: FY2023 Small Commercial Tax Exemption

In accordance with MGL Chapter 59, Section 5I the Select Board may decide to exempt up to 10% of the property valuation for qualifying smaller commercial properties. The qualifications included that the business that occupies the property must have 10 or fewer employees in the previous calendar year, and a valuation of less than \$1,000,000. The Board of Assessors has determined that seven (7) businesses are eligible, and if approved, would result in a shift of \$101,087 to the remaining properties within the class.

Though not required, the Board of Assessors has recommended that the Select Board adopt the Small Commercial Exemption for Fiscal Year 2023.

Recommended Vote Language

A motion to authorize the Small Commercial Exemption statute for Fiscal Year 2023. This will shift the tax burden of \$101,087 to the remaining Commercial, Industrial and Personal Property classes.



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800

Fax 413-422-2808

Email: administrator@erving-ma.gov

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

Bryan Smith
Town Administrator

December 1, 2022

To: Select Board
From: Bryan Smith, Town Administrator
CC: Jacquelyn Boyden, Principal Assessor

RE: FY2023 Tax Classification Hearing

Attached you will find the recommendation and analysis from the Board of Assessors for the shift in the minimum residential factor to 65% for the setting of the FY2023 tax rate.

Recommended Vote Language

A motion to shift the minimum residential factor known as the MRF to 65% per recommendation of the Assessors. This will result in a tentative tax rate of \$8.00 for Residential and Open Space and \$13.14 for Commercial, Industrial and Personal Property. This is an increase of .10 per 1,000 in valuation for Residential and Open Space and .22 per 1,000 of valuation for Commercial, Industrial and Personal Property.

From: [Jacquelyn Boyden](#)
To: [Bryan Smith](#)
Subject: Classification Hearing
Date: Thursday, December 1, 2022 11:38:51 AM
Attachments: [FY 2023 Tax Classification Hearing Press.xlsx](#)

Hi Bryan:

The Assessors voted to recommend a 65% MRF and although not required, they also voted in favor of the Small Commercial Exemption.

Sincerely,

Jacque Boyden

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.

FY 2023 Tax Classification Estimation

	VALUE	PERCENT BY CLASS		SINGLE TAX RATE		TAX RATES	TAX LEVY =	MRF SHIFT	TAX RATES	MRF SHIFT	TAX RATES	MRF SHIFT	TAX RATES
				100%			\$12,075,783.40	65%		66%		67%	
RESIDENTIAL	156,785,160	15.99%	15.99%		\$12.32	\$1,930,835.33	10.39%	\$8.00	10.55%	\$8.13	10.71%	\$8.25	
OPEN SPACE	310,600	0.03%	0.03%		\$12.32	\$3,825.09	0.02%	\$8.00	0.02%	\$8.13	0.02%	\$8.25	
COMMERCIAL	9,141,450	0.93%	0.93%		\$12.32	\$112,578.48	0.99%	\$13.14	0.99%	\$13.11	0.99%	\$13.09	
INDUSTRIAL	464,701,440	47.39%	47.39%		\$12.32	\$5,722,875.53	50.56%	\$13.14	50.47%	\$13.11	50.37%	\$13.09	
PERS PROP	349,623,290	35.66%	35.66%		\$12.32	\$4,305,668.97	38.04%	\$13.14	37.97%	\$13.11	37.90%	\$13.09	
TOTALS	980,561,940	100.00%	100.00%			\$12,075,783.40	100.00%		100.00%		100.00%		
CIP EQUALS		83.98%					83.98%		83.98%		83.98%		
			100.00% % SHIFT				106.68% % SHIFT		106.49% % SHIFT		106.30% % SHIFT		
Funds Available to Spend:	\$12,077,356		83.98% CIP				89.59% CIP		89.43% CIP		89.27% CIP		
Unspent Levy:	\$1,572.60		16.02% RO EQUALS				10.41% RO EQUALS		10.57% RO EQUALS		10.73% RO EQUALS		

Previous Year Tax Rates										
FY	MRF	R/O	CI	P	MRF SHIFT	TAX RATES	MRF SHIFT	TAX RATES	MRF SHIFT	TAX RATES
2022	65%	\$7.90	\$12.92	\$12.92	68%		69%		70%	
2021	65%	\$7.59	\$12.37	\$12.37	10.87%	\$8.37	11.03%	\$8.50	11.19%	\$8.62
2020	65%	\$7.54	\$12.24	\$12.24	0.02%	\$8.37	0.02%	\$8.50	0.02%	\$8.62
2019	65%	\$7.35	\$11.93	\$11.92	0.99%	\$13.07	0.99%	\$13.04	0.99%	\$13.02
2018	65%	\$7.15	\$11.63	\$11.63	50.28%	\$13.07	50.19%	\$13.04	50.10%	\$13.02
2017	65%	\$6.96	\$11.31	\$11.31	37.83%	\$13.07	37.76%	\$13.04	37.70%	\$13.02
2016	65%	\$6.76	\$10.99	\$10.99	100.00%		100.00%		100.00%	
2015	65%	\$8.62	\$14.32	\$14.32	83.98%		83.98%		83.98%	
2014	65%	\$8.45	\$14.04	\$14.04						
2013	65%	\$8.09	\$13.44	\$13.44	106.10% % SHIFT		105.91% % SHIFT		105.72% % SHIFT	
2012	63%	\$7.51	\$12.99	\$12.99	89.11% CIP		88.95% CIP		88.79% CIP	
					10.89% RO EQUALS		11.05% RO EQUALS		11.21% RO EQUALS	

There were 7 eligible parcels for the Small Commercial Exemption that resulted in \$101,087 valuation being shifted to the remaining commercial and industrial base. This resulted in a total exemption of \$1,328.28 for those 7 eligible parcels. The impact of the Small Commercial Exemption was minimal to the Commercial and Industrial Tax rate overall and did not result in any shift of the tax rate between the Commercial/Industrial tax rate and the Personal Property tax rate.

Single family houses increased an average of 11% with the lowest range at 5% and the highest at 27%. This was due to the increase in demand for housing in Erving for a period of 1/1/2021 - 12/31/2021. We expect a similar increase for FY2024.

Average Value for a Single Family Home for FY 2023 is \$223,950, An increase of \$4,167 Or just under 2 % from the FY 2022 Average, which was \$219,774.



TOWN OF ERVING

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ 2022XXXX

DESIGNER SERVICES FOR

TOWN HALL RENOVATION/EXPANSION PROJECT
PHASE 1 & 2

Issued Date: xxxx, 2023

REQUEST FOR QUALIFICATIONS PACKAGE CONTENTS

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Attachment A: LIST OF SUBMITTALS REQUIRED AND STANDARD FORMS 12

TIMELINE

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

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

Estimated Dates:

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

ADVERTISING PER MGL CH7 §§ 44-58

Central Register
COMMBUYS
Town Of Erving Website
Town Hall
Newspaper



Town of Erving

12 East Main Street, Erving, Massachusetts 01344

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

Public Notice & Advertisement

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

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

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

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

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

Bryan Smith
Chief Procurement Officer

1. BACKGROUND

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

2. PROJECT DESCRIPTION

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

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

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

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

3. QUALIFICATIONS SOUGHT

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

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

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

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

4. SCOPE OF SERVICES

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

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

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

Deliverables from Phase 1 will include:

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

PHASE 2: Schematic drawings and plans

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

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

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

PHASE 3: Design Development Drawing through Construction Administration

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

Deliverables from Phase 3 may include:

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

5. INFORMATIONAL MEETING

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

Registration URL:

Webinar ID:

Phone Participation:

Audio Access PIN:

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

6. PREPARATION OF SUBMITTALS

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

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

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

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

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

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

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

7. RECEIPT AND OPENING OF THE PROPOSALS

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

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

8. EXPLANATIONS AND ADDENDA

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

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

9. CONDITIONS

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

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

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

9. COMPETENCY OF DESIGNER

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

10. DISQUALIFICATION

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

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

11. RULE FOR AWARD

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

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

12. AWARDED AUTHORITY & FUNDING OF CONTRACT

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

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

DRAFT

GENERAL INFORMATION FORM

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

Name of Organization: _____

Telephone Number: _____

Years in Business: _____

Organization is (check one):

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

Organization's Address: _____

Email Address of Contact Person: _____

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

Acknowledgment of received Addenda No(s): _____

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

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

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

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

Authorized Signature:  _____

Date: _____

Tax Compliance Statement

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

Tax Compliance

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

<input checked="" type="checkbox"/> _____ Authorized Official's Signature	_____ Title of Person Signing
_____ Typed or Printed Name of Person Signing	_____ Company or Corporation
_____ Telephone Number	_____ Address
_____ Fax Number	_____ Address
Date _____	_____ Email address

Non-Collusion Statement

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

Certificate of Non-Collusion

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

Date _____	<input checked="" type="checkbox"/> _____ Authorized Official's Signature
	_____ Typed or Printed Name of Person Signing
	_____ Company or Corporation

DEBARMENT AND SUSPENSION STATEMENT

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

DEBARMENT AND SUSPENSION CERTIFICATION

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

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

Date _____

Authorized Official=s Signature

Typed or Printed Name of Person Signing

Company or Corporation


SPACE NEEDS SUMMARY

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

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

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

CHECK LIST FOR REQUIRED SUBMITTALS

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

**SAMPLE CONTRACT FOR
DESIGNER SERVICES**

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

PROJECT TITLE

XXXXX

LOCATION

Town of Erving, Massachusetts

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

The Owner's Designated Representative under this Contract is:

Name: XXXX

Position/Title: XXXX

Address: XXXX

Telephone XXX Fax XXX

Email: XXX

The Designer's Designated Representative under this Contract is:

Name: XXXX

Position/Title: XXXX

Email:

XXXX

ARTICLE 1: DEFINITION OF TERMS

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

ARTICLE 2: PROJECT BUDGET AND TIME PARAMETERS

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

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

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

ARTICLE 3: SCOPE OF WORK

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

ARTICLE 4: KEY PERSONNEL

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

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

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

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

ARTICLE 5: RESPONSIBILITIES OF THE OWNER

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

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

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

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

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

ARTICLE 7: CONSULTANTS AND SUBCONTRACTING

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

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

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

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

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

ARTICLE 8: SUCCESSORS AND ASSIGNS

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

ARTICLE 9: TIME RECORDS

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

ARTICLE 10: ACCESS TO RECORDS

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

ARTICLE 11: COMPLIANCE WITH LAWS

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

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

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

ARTICLE 12: RECORD DRAWINGS, REPORTS, CALCULATIONS

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

ARTICLE 13: DESIGNER'S BASIC FEE

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

ARTICLE 14: EXTRA COMPENSATION

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

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

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

ARTICLE 15: REIMBURSABLE COSTS

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

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

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

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

ARTICLE 17: METHOD OF PAYMENT TO THE DESIGNER

This project is funded by a Town Appropriation.

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

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

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

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

ARTICLE 18: TERMINATION, NO AWARD

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

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

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

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

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

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

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

ARTICLE 19: RELEASE AND DISCHARGE

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

ARTICLE 20: NOTICES, APPROVALS, INVOICES

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

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

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

ARTICLE 21: INSURANCE / INDEMNITY

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

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

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

Statute or in law or equity.

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

ARTICLE 22: LEGAL REQUIREMENTS

22.1 Non-resident Processing - Signatures

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

22.2. Truth-In-Negotiations Certificate

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

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

22.3 Nondiscrimination

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

ARTICLE 23: CHOICE OF LAW

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

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

ARTICLE 24: WAIVERS

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

ARTICLE 25: CONFLICT OF INTEREST

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

ARTICLE 26: AMENDMENTS

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

ARTICLE 27: SEVERABILITY

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

ARTICLE 28: AVAILABILITY OF FUNDS

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

ARTICLE 29: RIGHTS AND REMEDIES

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

ARTICLE 30: MARGINAL HEADINGS, PRONOUNS

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

ARTICLE 31: TERMINATION

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

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

ARTICLE 32: LICENSE AND FEES

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

ARTICLE 33: ASSIGNMENT

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

ARTICLE 34: SUCCESSORS AND ASSIGNS

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

ARTICLE 35: STATUTORY COMPLIANCE:

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

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

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

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

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

35.1.4 General Laws Chapter 25A - Division of Energy Resources

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

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

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

ARTICLE 36: OWNERSHIP OF DOCUMENTS

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

ARTICLE 37: CONTRACT DOCUMENTS

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

37.1 This Contract;

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

ARTICLE 38: ENTIRE UNDERSTANDING

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

ARTICLE 39: DESIGNER’S CONTRACT SUPPLEMENTARY DATA

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

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

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

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

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

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

xxxx CHAIRMAN BOARD OF SELECTMEN
TOWN OF ERVING

DATE DATE

LEGAL NAME OF DESIGN FIRM

DATE

CERTIFICATION AS TO AVAILABILITY OF FUNDS

DATE

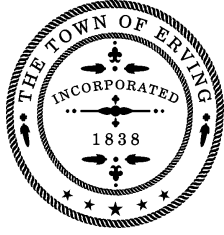
ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B

DESIGNER SUBMISSION GENERAL INFORMATION FORM AND REQUIRED DOCUMENTS INCLUDING COVER LETTER

INCLUDING ALL REQUIRED SIGNED CERTIFICATIONS

DRAFT



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

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

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

Bryan Smith
Town Administrator

December 2, 2022

To: Select Board
From: Bryan Smith, Town Administrator
CC: Elizabeth Sicard, Administrative Assistant

RE: Golden Cane Committee

The Town's Golden Cane Committee is a three (3) member committee with two (2) vacancies currently. Letters of interest have been received from residents Kelly Loynd and John Rice. Attached, please find the letters of interest for your review.

If the Select Board is interested in making appointments, I would ask that we make appointments with terms that reestablish staggered terms.

Recommended Vote Language

A motion to appoint Kelly Loynd as a member of the Golden Cane Committee, with a term ending June 30, 2025.

A motion to appoint John Rice as a member of the Golden Cane Committee, with a term ending June 30, 2024.

ERVING SELECT BOARD

PLEASE CONSIDER ME
FOR GOLDEN CANE
COMMITTEE.

John D Rice
80 B HIGH ST.
ERVING, MA.
01344

From: [Kelly](#)
To: [Bryan Smith](#)
Subject: [EXTERNAL]Golden Cane Committee
Date: Monday, November 14, 2022 9:50:19 PM

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,

I was just looking at volunteer opportunities and saw this. I am interested, but do see that this needs 3 people and there is currently only one. Let me know if my offering to be a part of this would help.

Sincerely,

Kelly

Sent from my iPhone

November 30, 2022

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

RE: **Proposal for Engineering Services for the Wheelock Street Culvert Replacement**

Mr. Smith:

Weston & Sampson Engineers, Inc. (Weston & Sampson) is excited about the opportunity to assist the Town of Erving with bidding and construction administrative services for the Wheelock Street Culvert Replacements project.

Below, we describe the services that Weston & Sampson will provide.

Task 1: Bidding Assistance

We will prepare the Advertisement for Bid and Central Register submission and provide the Town one hard copy original as well as the bid plans and specifications in an electronic PDF format that will be accessible to all plan holders via an on-line distributor. We will attend a pre-bid meeting, if requested by a potential bidder, answer prospective bidder's questions, and issue addenda as needed. After attending the in-person bid opening, we will review all bids received by the town for general compliance, generate a bid tabulation, and make a bid award recommendation. We will confirm contractor references with specific inquiries regarding the contractor's history related to change orders and overall project execution.

Task 2 : Construction Administration

Following award of the construction contract, we will arrange a pre-construction conference with the Town and the contractor to establish the procedures that will be followed during construction. We will review shop drawings for compliance with the contract documents. Progress will be monitored through regular on-site meetings with our project manager to observe construction and to confirm that all work complies with the project requirements. We will maintain close contact with town officials throughout the project through phone calls, periodic progress reports and the on-site meetings. We will also prepare change orders, pay application approvals and close-out documents.

FEE

Below, we describe the fee for each task.

Task	Lump Sum Fee
1. Bidding Assistance	\$4,000
2. Construction Administration	\$10,000
Total	\$14,000

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 November 30, 2023 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.
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.

Approved by:

OWNER Name

Signature Date

Printed Name and Title

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.



SCANLON & ASSOCIATES, LLC, 8 Tina Drive, S. Deerfield, MA 01373
413.665.4001 (t) 413.665.0593 (f) www.scanlonhaynes.com

Audit Engagement Letter

November 8, 2022

To The Honorable Select Board and Town Administrator
Town of Erving, Massachusetts

We are pleased to confirm our understanding of the services we are to provide Town of Erving for the year ended June 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Town of Erving as of and for the Years ended June 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Erving's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Erving's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Pension Plan Schedules
- 3) Other Post-Employment Benefit Plan Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Erving's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of Revenues, Expenditures and Changes in Fund Balances – Non-major Governmental Funds

- 2) Schedule of Property Taxes
- 3) Schedule of Excise Taxes
- 4) Schedule of Tax Liens

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on

internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management Override of Controls
- Improper Revenue Recognition

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Erving's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements and related notes of Town of Erving in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former

employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Scanlon and Associates, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any oversight agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Scanlon and Associates, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to any oversight agency or its designee. The oversight agency or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Thomas J Scanlon Jr is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$16,000 for the year ending June 30, 2022. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Reporting

We will issue a written report upon completion of our audit of Town of Erving's financial statements. Our report will be addressed to the Select Board of Town of Erving. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Town of Erving and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Scanlon and Associates, LLC

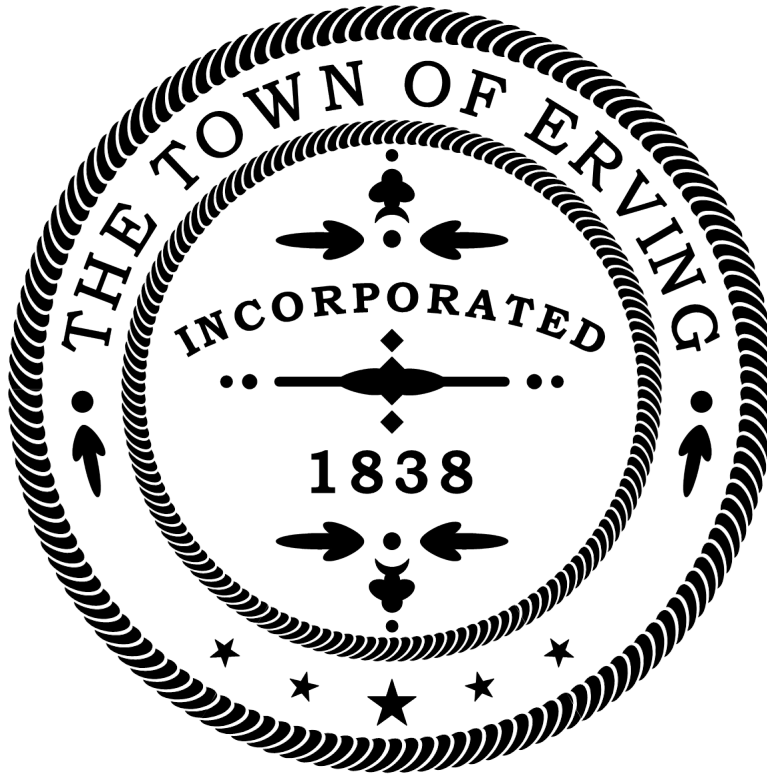
Scanlon & Associates, LLC
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of Town of Erving, Massachusetts.

Signature: _____

Title: _____



Fiscal Year 2024

Proposed Operating & Capital Improvement Budget

July 1, 2023, through June 30, 2024



Information about the Town's history and the functions of each department, board and commission with an operating budget.



An overview of the organizational structure of the municipality and the processes used to develop the budget.

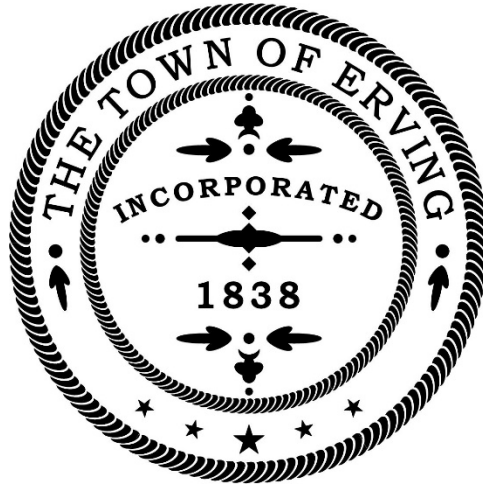


Aligning the FY2023 budget priorities with the anticipated challenges and strategic opportunities facing the municipality.

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Town of Erving



Proposed Fiscal Year 2024 Operating & Capital Improvement Budget

Beginning July 1, 2023 through June 30, 2024

Select Board

Jacob A. Smith, *Chair*

Scott Bastarache

William A. Bembury

Finance Committee

Debra Smith, *Chair*

Benjamin Fellows

Daniel Hammock

Arthur Johnson

Charles Zilinski

Capital Planning Committee

Benjamin Fellows, *Chair*

Linda Downs-Bembury

Peter Mallet

Debra Smith, *Secretary*

Jacob A. Smith

Town Administrator

Bryan Smith

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Guide to the Budget

Budget Process

The annual budgeting process takes approximately nine (9) months to complete. The Select Board establishes a budget calendar (summarized below) that outlines when instructions are issued, when documents are due for submission, and when public meetings will be held on each request. Throughout the review process, alterations are made to the departmental requests before a finalized proposed budget is submitted to the residents for consideration.

Capital Budgeting: Through the establishment of a bylaw and policy, a Capital Planning Committee was established to formally review capital improvement requests and to develop a multi-year capital improvement plan. The Committee makes recommendations to the Select Board and the Finance Committee annually for the capital projects that should be funded.

Operational Budgeting: the operational budget requests for each municipal department and agency are reviewed by the Select Board and Finance Committee. Each department and agency are invited to meet publicly with the Board and the Committee to explain the request. Based on these discussions, the requests are adopted or adjusted.

Budget Calendar

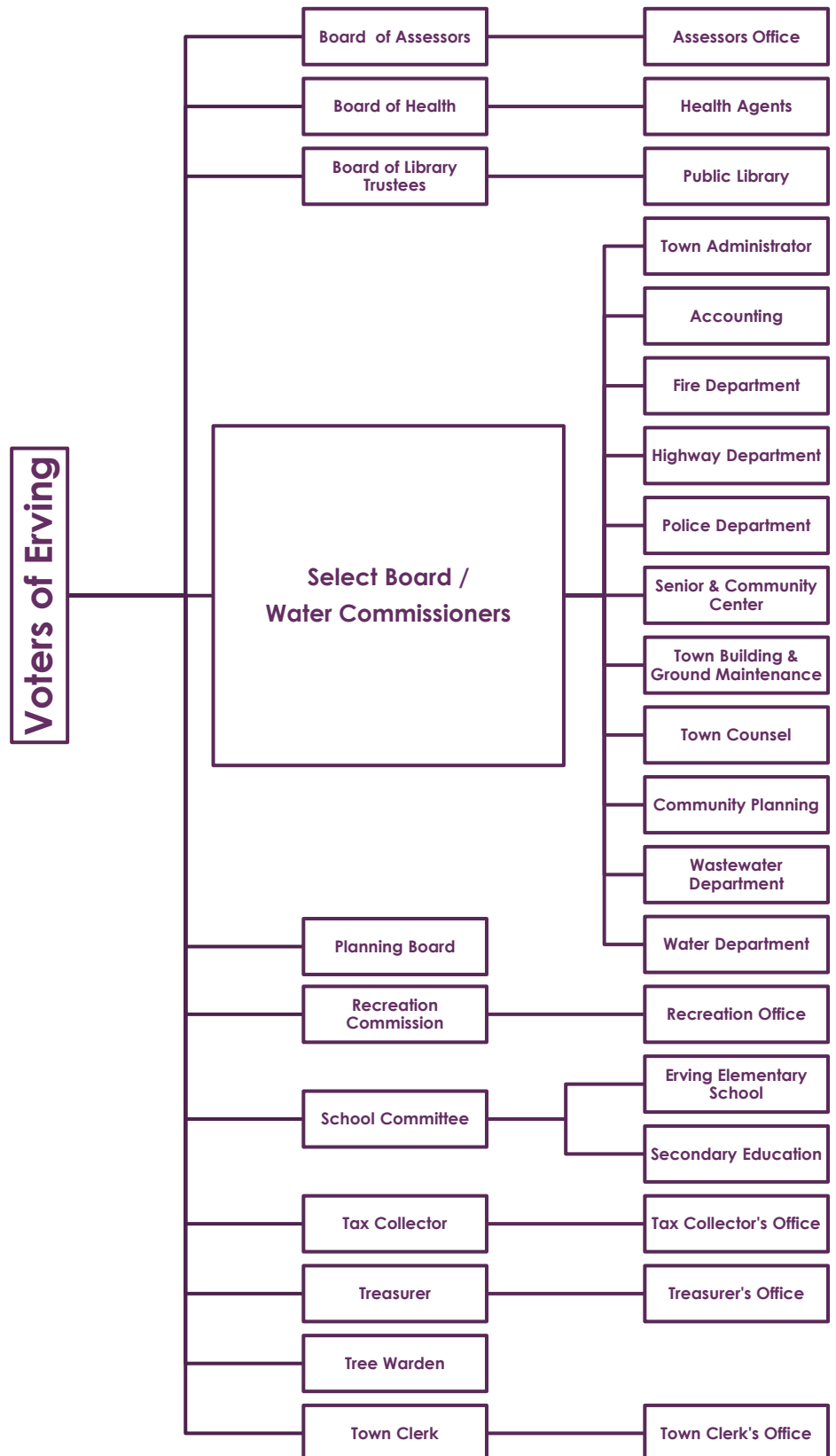
September 2022	<ul style="list-style-type: none">Establish budget goals and issue guidance and begin request process for capital requests
October 2022	<ul style="list-style-type: none">Capital budget requests reviewed by Capital Planning Committee and begin operating budget request process
November 2022	<ul style="list-style-type: none">Operating budget requests due
December 2022	<ul style="list-style-type: none">Select Board & Finance Committee meet jointly to review capital budget requests as well as operating budget requests for general government, public safety & public works departments
January 2023	<ul style="list-style-type: none">Select Board & Finance Committee meet jointly to review operating budget requests for human service, culture & recreation departments as well as benefits, insurances, and regional assessments. Additionally, the Capital Planning Committee presents the proposed Capital Improvement Plan
February 2023	<ul style="list-style-type: none">Select Board & Finance Committee meet jointly to review operating budget requests for educational departments
March 2023	<ul style="list-style-type: none">Select Board & Finance Committee make final reviews of proposed FY2024 budget and recommendations for Annual Town Meeting
April 2023	<ul style="list-style-type: none">FY2024 proposed budget and Annual Town Meeting warrant mailed to residents
May 2023	<ul style="list-style-type: none">Annual Town Meeting is held

Town Organizational Structure

The Town of Erving maintains the long-standing New England tradition of governance through Town Meeting. With the voters of Erving fulfilling the role of the legislative branch of governance, the organizational chart to the side outlines the executive or administrative structure of the government.

The voters of Erving elect many Town officials who in turn become the chief administrative officers for their departments. This includes the Board of Assessors, Board of Health, Board of Library Trustees, Select Board / Water Commissioners, Planning Board, Recreation Commission, School Committee, Tax Collector, Treasurer, Tree Warden, and Town Clerk.

Some of these elected officials have appointed staff members to conduct the day-to-day work of the departments.



Elected Officials, Boards, Commissions & Committees

The work of the government is not solely completed by the elected officials and the appointed staff of the Town. In addition, there are many boards, commissions, and committees that are created by statute, bylaw, or special votes of the Select Board. These groups conduct the business of the Town that is assigned to them and engage the public in the process. The chart below provides an overview of all the elected officials in Erving’s government as well as the officials who appoint members to the various boards, commissions & committees.

Elected by the Voters of Erving	Board of Assessors
	Board of Health
	Board of Library Trustees
	Planning Board
	Recreation Commission
	Select Board / Water Commissioners
	School Committee
	Tax Collector
	Treasurer
	Tree Warden
	Town Clerk
Town Moderator	
Appointed by the Select Board	Archaeological Preservation Officers
	Cable Advisory Committee
	Capital Planning Committee
	Conservation Commission
	Council on Aging
	Cultural Council
	Energy Committee
	Golden Cane Committee
	Historical Commission
	Library Building Committee
	Open Space Committee
	Veterans Committee
Zoning Board of Appeals	
Appointed by Town Moderator	Finance Committee
	Gill-Montague Regional School District Representatives
	Franklin County Technical School Representative

Community Profile

Erving is a rural Town in Franklin County, Massachusetts. Founded in 1838, Erving is bound by the Millers River on the south and the Connecticut River on the west. Route 2 runs east/west through Town and serves as a major transportation thoroughway.

The power of the Millers River provided Erving with its industrial base through the 1800's and 1900's. During Erving's peak industrial period the Town had four (4) distinct mill sites along the Millers River producing paper, tools, chairs, and shoe heels. Today Erving is a mix of residential homes, small and large businesses, restaurants, recreational and tourist destinations with large tracts of open farmland and forest.

Erving State Forest, which includes Laurel Lake, is one of several conservation and recreational tourism opportunities within Town. Erving State Forest has over 1,895 acres of land that includes hiking trails, camping sites, fishing, boating, snow shoeing and picnicking. The Town also provides several conservation and recreational areas including the Veterans Memorial Park, Zilinski Field, Riverfront Park, and the Poplar Mountain Conservation Area.



PHOTO CREDIT: CHARLES ZILINSKI

QUICK FACTS

Incorporation: 1838

Land Area: 14.39 sq. mi.

County: Franklin County

Population: 1,665*

*2020 US Census Bureau

Form of Government:

Select Board

Town Meeting

FY2023 Tax Rate (per thousand)

Residential/ Open Space: \$

Commercial/Industrial: \$

Personal Property: \$

FY2023 Average Single-Family

House Value: \$

FY2023: Average Single-Family

Tax Bill: \$

FY2023 Total Raised by

Taxation: \$

For more information on the
Town of Erving, please visit:

www.erving-ma.gov

Town Hall

12 East Main Street

Erving, MA 01344

Phone: (413) 422-2800

Fax: (413) 422-2808

Email: administrator@erving-ma.gov

Budget Message

Letter from the Select Board Regarding the Budget

To be drafted

Respectfully Submitted,

Select Board

Glossary

APPROPRIATION: An authorization granted by a legislative body to make expenditures and to incur obligations for specific purposes. An appropriation is usually limited in amount as to the time when it may be expended. Only a town meeting or the school committee can authorize money appropriated for one purpose to be used for another. Any part of a "general" appropriation not spent or encumbered by June 30 automatically reverts to surplus. A "specific" or "particular" appropriation is carried forward from year to year until spent for the designated purpose or transferred by town meeting vote to another account.

ASSESSED VALUATION: The value placed on a particular property by the local board of assessors for the purpose of apportioning the town's tax levy among individual property owners equitably and in accordance with the legal requirement that property be assessed at "full and fair cash value," as certified periodically by the state commissioner of revenue.

CHERRY SHEET: Traditionally printed on cherry-colored paper, this financial statement from the State still retains its nickname in spite of being pink and green. This form lists all the estimated State and County assessments reduced by any money the State expects to return to the Town. This "Cherry Sheet" must be received by the Assessors before the new tax rate can be set.

DEPARTMENT HEAD: Department heads (either appointed, i.e., Highway Superintendent, or elected, i.e., Town Clerk) usually prepare their own budgets. Each departmental budget is prepared within the framework and guidelines set by the financial team. Another major role is in the capital planning process. In order to monitor spending activity, department heads must have access to and use interim financial reports. The department head identifies capital needs and usually has the best information regarding level of utilization and specifications for the acquisition. Department heads should meet periodically with the financial team to inform these teammates in the financial management process of major issues facing the department.

Equalized Valuation: A Town's equalized valuation (EQV) a statistical analysis of the estimated full and fair cash value of all of the major classes of property within the Town. The Town's EQV is determined biennially by the Commissioner of Revenue.

FY-FISCAL YEAR: July 1st to June 30th. At the Annual Town Meeting in May we vote on the budget for the fiscal year which starts on July 1st. Taxes are assessed as of January 1st and billed according to the Fiscal Year July 1st to June 30th.

FINANCE COMMITTEE: The finance committee is the official fiscal watchdog for the town. Finance committees were established so that a representative group of taxpayers could conduct a thorough review of any or all municipal questions on behalf of all the citizens. The finance committee is primarily responsible for submitting its recommendations on the annual budget to the town meeting. The committee is commonly involved in the preparation process involving the development of the budget forms and, in many communities, the establishment of guidelines for department heads. Their statutory authority is limited to making transfers from the town's reserve fund to other line items in the budget as requested.

FREE CASH: Free cash is a term which generally represents the amount of community funds that are unrestricted and available for appropriation. Free cash is generated when actual revenue collections are more than budgeted and when expenditures are less than appropriations, or both. Once certified, that amount can only be used through 6/30 of the fiscal year. Free Cash must be certified each year.

LEVY: The property tax levy is the revenue a community actually raises through real and personal property taxes. The property tax levy is the largest source of revenue for most towns.

LEVY CEILING: The levy ceiling is 2.5% of the total full and fair cash value of all taxable real and personal property in the community. (This is equal to a \$25.00 tax rate.)

LEVY LIMIT: The levy limit is the amount the town can raise. This limit is increased from year to year as long as it remains below the levy ceiling. Permanent increases in the levy limit result from the automatic 2.5% increase yearly, new growth resulting from new construction and overrides.

LOAN INTEREST: If the Town has to borrow money, we have to pay back the loan plus interest. The amount voted for Treasurer Loan Interest would be a part of these payments.

MEDICARE: Wages of local government employees hired after March 31, 1986, are generally subject to the hospital insurance (Medicare) portion of the social security tax under the Consolidated Omnibus Budget Reconciliation Act which became effective on April 1, 1986. The tax is equal to 1.45% of the employee's pay. The employer is required to contribute an amount equal to that deducted from the employee's pay (An additional 1.45%).

NEW GROWTH: New growth is generated by a substantial improvement to a property (generally, any new dwelling unit or an addition adding at least 50% to the value of residential property and not less than \$100,000 or 50% for commercial, industrial and personal property) in a particular year. New growth is calculated by multiplying the allowable new valuation times the prior year's tax rate. It directly increases the levy limit of a community. This is especially important for towns experiencing significant new construction since growth frequently brings with it a need for increased services.

OMNIBUS ARTICLE: A Town Meeting Warrant Article which consolidates budget items for various departments. At the Annual Meeting, the Moderator reads the total budget allowing a "question" to be called if more discussion is wanted on a certain item. A vote will be taken first on the total of items not questioned then each questioned item will be voted separately.

RESERVE FUND: The reserve fund is a contingency fund usually created as part of the annual budget appropriations which is used to fund extraordinary and unforeseen expenses. It is disbursed through transfers approved by the finance committee. In general, extraordinary, and unforeseen items such as an increased insurance premium or a new police cruiser are acceptable. Salary increases are generally not an acceptable use of this reserve.

SCHOOL DEPARTMENT: School departments have a special status concerning a municipality's budget. Under state law (71:34), the legislative body of a town (town meeting) shall establish the total appropriation for the support of the public schools but may not limit the authority of the school committee to determine expenditures within the total appropriation.

SELECT BOARD: The members of the Select Board are the closest thing a town has to a chief executive. They have overall responsibility for the general operations of town government. As chief executive body of the town, the Select Board develop guidelines consistent with policy, at the same time taking into consideration the available financial resources of the town. As the budget is the single most important policy document that a town develops each year, participation by the Select Board is essential to their maintaining a leadership role in the town. They should review all the budget requests and develop a good understanding of the finance committee's position on the budget. The Select Board should establish policy priorities and provide leadership in the constant debate between the needs of the departments for sufficient resources to deliver public services and what the taxpayer can afford.

STABILIZATION: The stabilization fund may be created pursuant to 40:5B. Any interest earned shall be added to and become a part of the fund. This fund may be appropriated for any lawful purpose. The fund may be appropriated in a town at the annual town meeting or a special town meeting by a 2/3 vote.

TAX COLLECTOR: The collector is charged with the responsibility for collecting all taxes owed to the municipality. This requires maintaining a good record keeping system and organization to deposit revenue into town accounts as soon as possible. All receipts must be turned over to the treasurer at least once a week (or more often during heavy collection periods). Another major responsibility of the collector is the processing of motor vehicle excise bills. These bills are generated by the Registry of Motor Vehicles and sent to the town for distribution and collection. Timely action pursuing delinquent accounts dramatically increases the likelihood of eventual collection of the tax or payment due.

TAX TITLE FORECLOSURE: Foreclosures in the Land Court are, generally speaking, the main avenue by which the treasurer will either be able to force the delinquent taxpayer to redeem the tax title or, if payment is not made, to acquire title to the property for the municipality through foreclosure proceedings.

TOWN CLERK: The town clerk certifies the town meeting vote, to the treasurer, assessors, and accounting officer, with each appropriation in detail including how each appropriation is to be funded. The town clerk certifies all town meeting actions, debt, and overrides to the Department of Revenue.

TREASURER: The treasurer is the custodian of all town funds. The position is responsible for the deposit, investment, and disbursement of town funds. The treasurer is empowered by the town meeting to issue debt on behalf of the town with the approval of the selectmen. During the year, the treasurer must determine the cash needs of the town (i.e., when money will be available to invest and when money will have to be borrowed to meet expenses.) Treasurers should maintain a cash flow budget which is updated and adjusted on a monthly basis. They should review the banking services that are available and competitively seek those that are most cost effective. Investments should be made in accordance with a written investment policy which is reviewed by the Select Board and the finance committee. A strong record-keeping system is also important to document performance.

WARRANT: There are three types:

- 1) Treasurer's Warrant, which is signed by the Select Board which authorizes the Treasurer's to pay a list of bills (41:56)
- 2) Assessor's Warrant to Collect, which authorizes the collector to collect the amount of tax that has been committed to the collector (59:55)
- 3) Town Meeting Warrant. All town meetings must be called by a warrant that state the time and place of the meeting and lists all items of business to be acted upon. The warrant must be posted seven (7) days prior the annual town meeting and 14 days prior to a special town meeting (39:10)

Section 2 | General Administration

Section 1 of the Town budget includes the following departments and funds:

FUND CODE	DEPARTMENT / FUND
01-114	Town Moderator
01-122	Select Board & Administration
01-131	Finance Committee & Reserve Fund
01-135	Accounting
01-141	Board of Assessors' Office
01-145	Treasurer's Office
01-146	Tax Collector's Office
01-151	Town Counsel
01-152	Personnel
01-155	Information Technology & Support
01-156	Support Services
01-161	Town Clerk
01-163	Elections
01-171	Conservation Commission
01-175	Office of Community Planning & Planning Board
01-176	Zoning Board of Appeals
01-181	Ground Maintenance
01-192	Town Buildings
01-193	Insurance
01-199	Franklin Council Regional of Governments Assessment

Town Moderator

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
<i>Salary & Wage</i>							
01-114-100-51000	Moderator	\$ 350	\$ 350	\$ 350	\$ -	\$ 350	\$ -
<i>Salary & Wage Subtotal</i>		\$ 350	\$ 350	\$ 350	\$ -	\$ 350	\$ -
Department Total		\$ 350	\$ 350	\$ 350	\$ -	\$ 350	\$ -

Select Board & Administration

FY2023 Highlights & Challenges

During FY2022, several projects were delayed or extended because of supply chain and labor challenges that required the beginning of FY2023 to be spent closing projects. The Office worked with the Wastewater Department to close out the Arch Street force sewer main replacement project, the Papermill Road pumpstation and force sewer main project, and with the Library to finalize LEED certification and to close out the Library construction project. The Select Board worked with the Town Clerk and other Town officials to complete the review of the draft Town Code project for suggested bylaw and regulation revisions. Once the drafts bylaw revisions in the Town Code format, the project will be presented to the voters and brought to a Town Meeting for consideration and hopefully adoption.

The Office also worked with State and regional partners to work towards funding for the replacement of the Church Street Bridge and for comprehensive safety improvements to Route 2 in Farely and Erving Center. These projects are long-term engagements that will benefit from active citizen participation. The Office is also working with the Highway Department on the reconstruction planning and improvements for Bridge Street and Maple Avenue and with the Treasurer and Accountant to explore a new financial software solution for the Town.

The Office worked with the Select Board, the Treasurer's Office, Counsel, and employees to revise the personnel policies and procedures. This is a project that had begun prior to the COVID-19 pandemic and stalled. A sustained effort was put into this review and feedback process and as of December the project is nearing completion. The Office also worked with departments on hiring, the review and adoption of revised position descriptions, and is conducting a new compensation and benefits study.

These initiatives and challenges are in addition to the general day-to-day administration of the Town, addressing concerns, and responding to the needs of the public.

FY2024 Goals & Initiatives

The Office continues to assess town-wide priorities and available funding resources. The Office is preparing to support other Town departments with a variety of projects that include software conversions and implementation, bridge and road reconstruction, playground improvements, and other planning initiatives. The Office plans to continue to work on maintaining progress on personnel policies.

Significant Budget Changes

The budget request reflects the removal of the Planning Assistant position from the office with the understanding that the cost of the Community Planning Office has shifted to a standalone budget request. Increases includes the step increases for staff, an increase for office software support, an increase in Counsel fees and an increase in employment advertising.

FY2024 Select Board & Administration Budget Request

Account #	Account Description	FY2021 Budget	FY2021 Expended	FY2022 Budget	FY2022 Expended YTD (12/10/2021)	FY2023 Budget Request	+/- diff from FY2022 Budget
Salary & Wages							
01-122-100-51000	Selectboards Salaries	\$ 12,452	\$ 12,701	\$ 12,452	\$ 5,188	\$ 12,452	\$ -
01-122-101-51100	Town Administrator	\$ 75,878	\$ 94,744	\$ 98,680	\$ 38,618	\$ 100,654	\$ 1,974
01-122-101-51400	Town Administrator- Longevity	\$ -	\$ 500	\$ 500	\$ 500	\$ 500	\$ -
01-122-103-51100	Administrative Assistant	\$ 46,436	\$ 47,727	\$ 48,304	\$ 19,185	\$ 49,254	\$ 950
01-122-103-51400	Administrative Assistant-Longevity	\$ 1,250	\$ 1,000	\$ 1,250	\$ 1,000	\$ 1,250	\$ -
01-122-104-51100	Selectbd-Oth Professional Staff	\$ 49,590	\$ 43,593	\$ 51,305	\$ 11,350	\$ -	\$ (51,305)
Salary & Wages Subtotal		\$ 185,606	\$ 200,265	\$ 212,491	\$ 75,841	\$ 164,110	\$ (48,381)
Ordinary Expenses							
01-122-200-53000	Consulting	\$ 10,000.00	\$ 600.00	\$ 10,000.00	\$ 500.00	\$ 10,000	\$ -
01-122-201-52310	Selectboard-Cell Phones	\$ 2,400.00	\$ 1,106.88	\$ 2,400.00	\$ 318.96	\$ 2,400	\$ -
01-122-201-53010	Selectbd-Meetings & Seminars	\$ 2,000.00	\$ 55.00	\$ 2,000.00	\$ -	\$ 2,000	\$ -
01-122-201-53110	Selectboard-Advertising	\$ 1,000.00	\$ 4,275.39	\$ 1,500.00	\$ 274.75	\$ 1,500	\$ -
01-122-201-53210	Selectboard-Print Services	\$ 2,000.00	\$ 971.21	\$ 2,000.00	\$ 181.20	\$ 2,000	\$ -
01-122-201-53500	Selectboard-Software Support	\$ 2,000.00	\$ 742.50	\$ 2,000.00	\$ -	\$ 5,000	\$ 3,000
01-122-201-54210	Selectbd-Office Supplies	\$ 3,000.00	\$ 2,623.19	\$ 3,000.00	\$ 391.16	\$ 3,000	\$ -
01-122-201-54215	Selectboard-Copier Supplies	\$ 2,000.00	\$ 841.50	\$ 1,500.00	\$ -	\$ 1,500	\$ -
01-122-201-57100	Selectbd/ Staff Mileage & Travel	\$ 250.00	\$ 160.22	\$ 250.00	\$ 81.88	\$ 250	\$ -
01-122-201-57300	Selectboard-Dues	\$ 1,000.00	\$ 1,174.00	\$ 1,000.00	\$ 907.00	\$ 1,000	\$ -
01-122-201-57800	Selectboards Other Expense	\$ 1,000.00	\$ 1,395.92	\$ 1,000.00	\$ 246.45	\$ 1,000	\$ -
01-122-202-53010	Administrator-Meetings	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 500	\$ -
01-122-202-57100	Administrator-Mileage	\$ 500.00	\$ 0.35	\$ 500.00	\$ -	\$ 500	\$ -
01-122-202-57300	Administrator-Dues	\$ 100.00	\$ 130.00	\$ 150.00	\$ 130.00	\$ 150	\$ -
01-122-202-57800	Administrator- Expenses	\$ 900.00	\$ 1,216.78	\$ 900.00	\$ 305.96	\$ 900	\$ -
01-151-200-53000	Town Counsel Fee & Exp	\$ 50,000.00	\$ 53,825.11	\$ 50,000.00	\$ 33,869.00	\$ 60,000	\$ 10,000
01-195-200-57800	Town Reports	\$ 1,500.00	\$ 162.75	\$ 1,500.00	\$ -	\$ 1,500	\$ -
Ordinary Expenses Subtotal		\$ 80,150	\$ 69,281	\$ 80,200	\$ 37,206	\$ 93,200	\$ 13,000
Human Resource Expenses							
01-152-200-53010	Training & Seminars	\$ -	\$ 838	\$ 2,000	\$ -	\$ 2,000	\$ -
01-152-200-53015	Employee & Pre-Employment Testing	\$ 6,500	\$ 2,411	\$ 6,500	\$ 1,080	\$ 6,500	\$ -
01-152-200-53020	Counseling & Support Services	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -
01-152-200-53110	Employment Advertising	\$ 1,000	\$ 5,274	\$ 2,000	\$ -	\$ 4,000	\$ 2,000
01-152-200-57800	Personnel Board Expense	\$ 2,500	\$ -	\$ 2,500	\$ -	\$ 2,500	\$ -
Human Resource Subtotal		\$ 15,000	\$ 8,523	\$ 18,000	\$ 1,080	\$ 20,000	\$ 2,000
Department Total		\$ 280,756	\$ 278,069	\$ 310,691	\$ 114,127	\$ 277,310	\$ (33,381)

Finance Committee & Reserve Fund

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
<i>Ordinary Expenses</i>							
01-131-200-57800	Finance Committee Expense	\$ 2,500	\$ 135	\$ 2,500	\$ 138	\$ 2,500	\$ -
01-132-200-57800	Reserve Fund	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ -
Ordinary Expenses Subtotal		\$ 52,500	\$ 135	\$ 52,500	\$ 138	\$ 52,500	\$ -
Department Total		\$ 52,500	\$ 135	\$ 52,500	\$ 138	\$ 52,500	\$ -

Accounting

FY2023 Highlights & Challenges

Things have been running smoothly for this fiscal year. Free cash has been certified and monthly and quarterly reconciliations are up to date. The main goal is to keep current with the reporting and reconciliation processes that have been implemented in recent years. New initiatives include investigating software upgrade options and documenting bill paying procedures.

FY2024 Goals & Initiatives

FY2024 may bring changes related to a software upgrade/conversion.

Significant Budget Changes

The budget is expected to remain relatively the same except for possible changes in software support costs so a placeholder amount has been requested. Additionally, it is anticipated that the Town may have to conduct a federal single audit for FY2023, so the audit line item has been increased.

FY2024 Accounting Budget Request

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
<i>Salary & Wages</i>							
01-135-100-51200	Town Accountant	\$ 28,806	\$ 28,806	\$ 29,971	\$ 11,866	\$ 30,571	\$ 600
Salary & Wages Subtotal		\$ 28,806	\$ 28,806	\$ 29,971	\$ 11,866	\$ 30,571	\$ 600
<i>Ordinary Expenses</i>							
01-135-200-57800	Town Accountant Expense	\$ 1,500	\$ 93	\$ 1,500	\$ 50	\$ 1,500	\$ -
01-135-202-57800	Acct/Treas Software Support	\$ 13,500	\$ 13,684	\$ 14,250	\$ 14,232	\$ 25,000	\$ 10,750
01-135-203-57800	Financial Audit	\$ 30,000	\$ 30,000	\$ 15,000	\$ -	\$ 21,000	\$ 6,000
01-135-204-57800	OPEB Study	\$ 6,000	\$ 6,000	\$ 6,000	\$ -	\$ 6,000	\$ -
Ordinary Expenses Subtotal		\$ 51,000	\$ 49,777	\$ 36,750	\$ 14,282	\$ 53,500	\$ 16,750
Department Total		\$ 79,806	\$ 78,583	\$ 66,721	\$ 26,147	\$ 84,071	\$ 17,350

Board of Assessors' Office

FY2023 Highlights & Challenges

We began the process of hiring for our retiring Principal Assessor by creating a job description for an Assistant Assessor, with expecting this person to be able to complete the required professional training within a six-year period and be promoted to the Principal Assessor position. We anticipate advertising in January of 2023 and hiring in March 2023 with an expected departure of our Principal Assessor by June 30, 2024. Our biggest challenge this year was the early upgrade to our 20-year assessing software that took longer than expected to complete but in spite of that delay, we have started the tax rate process and are hopeful to have tax rate approved by the end of November with bills issued in the beginning of December 2022. Additional highlights included the withdrawal of the FY2016 and 2017 Appellate Tax Board (ATB) cases by Northfield Mountain LLC in August of 2022.

FY2024 Goals & Initiatives

Our goals and initiatives include learning how to use the new assessing software proficiently. As with any software upgrade, there is a learning curve. We are hopefully to have both our Principal Assessor and potential new Assistant Assessor trained in the new software during the FY2024 year. We will use the upcoming year to train and transition personnel. Additionally, we will transition to preliminary billing for the Town of Erving. This will require a change in processes for the Assessor's office, which will take time to become comfortable with. The preliminary tax bills will be issued in August with a due date of October 1st with the actual bill being issued sometime in November with the 2nd half of the tax bill being due on April 1st. Additionally, we are actively pursuing having the remaining pending cases with Northfield Mountain Hydro LLC (FY2019, 2020, 2021 and 2022) be heard as soon as possible as well as Renovators Supply and Eversource's outstanding ATB cases.

Significant Budget Changes

Our budget changes are an increase in the Assistant Assessor line for a full fiscal year and an increase to cover the cost of the cell phone used by staff for fieldwork and town business. There is an increase in the Assessment Defense continuing appropriation. We spent a total of \$57,410.58 on legal and professional services for the defense of two Appellate Tax Board cases – Renovators Supply and Northfield Mountain LLC. The ATB found in favor of Renovators Supply Inc. However, Northfield Mountain LLC withdrew their motion to challenge the values for FY2016 and 2017 on 8/11/2022 for a case that was to be heard in October of 2022. The bulk of the expenses were for the preparation of that hearing that did not take place. We expect costs to exceed that amount for the remaining pending cases with Northfield Mountain LLC for FY2019, 2020, 2021 and 2022 as well as have expenses for our four remaining ATB cases (FY2021 & 2022) with Renovators Supply and Eversource.

FY2024 Assessors' Office Budget Request

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
Salary & Wages							
01-141-100-51000	Assessors Salaries	\$ 11,721	\$ 11,718	\$ 11,721	\$ 4,097	\$ 11,721	\$ -
01-141-101-51200	Principal Assessor	\$ 41,442	\$ 39,309	\$ 43,116	\$ 15,938	\$ 43,980	\$ 864
01-141-101-51400	Principal Assessor-Longevity	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ -
01-141-103-51200	Assistant Assessor	\$ -	\$ -	\$ 17,056	\$ -	\$ 36,000	\$ 18,944
01-141-102-51200	Assessors Certification	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ -
Salary & Wages Subtotal		\$ 54,913	\$ 52,777	\$ 73,643	\$ 21,785	\$ 93,451	\$ 19,808
Ordinary Expenses							
01-141-200-53100	Assessors Meetings & Seminars	\$ 2,500	\$ 148	\$ 2,500	\$ 1,025	\$ 2,500	\$ -
TBD	Assessor Cell Phone	\$ -	\$ -	\$ -	\$ -	\$ 700	\$ 700
01-141-200-54200	Assessors Office Supplies	\$ 3,710	\$ 1,914	\$ 3,710	\$ 22	\$ 3,500	\$ (210)
01-141-200-57100	Assessors Travel	\$ 1,000	\$ 126	\$ 1,000	\$ 79	\$ 1,000	\$ -
01-141-200-57300	Assessors Dues & Memberships	\$ 290	\$ 290	\$ 290	\$ 225	\$ 350	\$ 60
01-141-203-57820	Assessors Software Maint	\$ 7,500	\$ 6,190	\$ 8,500	\$ 6,190	\$ 8,500	\$ -
Ordinary Expenses Subtotal		\$ 15,000	\$ 8,669	\$ 16,000	\$ 7,541	\$ 16,550	\$ 550
Special Articles & Recurring Appropriations							
01-141-902-57800	Assessments Defense	\$ -	\$ 7,896	\$ 25,000	\$ 57,410	\$ 50,000	\$ 25,000
01-142-901-53000	Assessors Revaluation	\$ 25,000	\$ 45,200	\$ 35,000	\$ 23,250	\$ 35,000	\$ -
Special Articles & Recurring Appropriations Subtotal		\$ 25,000	\$ 53,096	\$ 60,000	\$ 80,660	\$ 85,000	\$ 25,000
Department Total		\$ 94,913	\$ 114,542	\$ 149,643	\$ 109,986	\$ 195,001	\$ 45,358

Treasurer's Office

FY2023 Highlights & Challenges

Our office has had another successful year with payroll and personnel matters. We seem to become more proficient in our roles with each passing year. The new personnel policy is coming to fruition after many months/years of hard work from the people involved. Many thanks to all of them!

We continue to struggle with our current software. Reports are not customizable, which in turn is time consuming to become creative to get the job done. SoftRight is not ideal for the work that we do in the Treasurer's Office and for any office, quite frankly.

FY2024 Goals & Initiatives

We are hoping to have a new financial software system up and running for FY24. Our operating budget will not be impacted by this change.

Significant Budget Changes

We have no large increases to our budget. The only additional amounts are due to rising prices of premiums/ assessments.

FY2024 Treasurer's Office Budget Request

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
<i>Salary & Wages</i>							
01-145-100-51000	Treasurers Salary	\$ 49,694	\$ 49,694	\$ 60,827	\$ 24,331	\$ 60,827	\$ -
01-145-101-51200	Treasurers Staff Wages	\$ 30,241	\$ 29,145	\$ 30,846	\$ 11,395	\$ 31,463	\$ 617
01-145-101-51400	Treasurers Staff-Longevity	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500
01-145-102-51010	Treasurers Certification	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ -
Salary & Wages Subtotal		\$ 80,935	\$ 78,839	\$ 92,673	\$ 35,726	\$ 93,790	\$ 1,117
<i>Ordinary Expenses</i>							
01-145-200-57800	Treasurer Expenses	\$ 5,000	\$ 4,887	\$ 5,500	\$ 1,025	\$ 5,500	\$ -
01-158-200-57800	Tax Title Foreclosure	\$ 4,500	\$ 1,991	\$ 4,000	\$ -	\$ 4,000	\$ -
Ordinary Expenses Subtotal		\$ 9,500	\$ 6,877	\$ 9,500	\$ 1,025	\$ 9,500	\$ -
Department Total		\$ 90,435	\$ 85,717	\$ 102,173	\$ 36,750	\$ 103,290	\$ 1,117

Tax Collector's Office

FY2023 Highlights & Challenges

The office continues to run efficiently and accurately and staff the office three days a week with our part-time office hours. We have consistent procedures and processes in place to maintain collections of taxes and turnover of funds to the Treasurer. We also continue to have timely, complete reconciliation of receivables each quarter with the Town Accountant.

FY2024 Goals & Initiatives

Our goals this year are to create a current Operation Manual for the office of the Tax Collector. This would be an in-depth look at what happens over the course of a year and a how-to step-by-step procedure book. We are giving ourselves plenty of time to create this procedure guide but do hope that it will be a benefit to the office if/when there is a change in staff/elected officials.

Significant Budget Changes

No Significant Changes for the Upcoming FY. Step increases have been factored into wages. I would like to increase the line #01-146-200-53000 to \$6000.00 tentatively. I should know what exactly to expect for a Software Support fee in the Spring as the current contract expires 6/30/2023.

FY2024 Tax Collector Budget Request

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
<i>Salary & Wages</i>							
01-146-100-51000	Tax Collector Salary	\$ 16,308	\$ 16,308	\$ 16,964	\$ 6,716	\$ 17,304	\$ 340
01-146-101-51200	Assist Tax Collector	\$ 9,889	\$ 6,383	\$ 10,292	\$ 3,767	\$ 10,498	\$ 206
01-146-102-51010	Tax Coll. - Certification	\$ 1,500	\$ 1,000	\$ 1,500	\$ 500	\$ 1,500	\$ -
Salary & Wages Subtotal		\$ 27,697	\$ 23,691	\$ 28,756	\$ 10,983	\$ 29,302	\$ 546
<i>Ordinary Expenses</i>							
01-146-200-53000	Tax Coll. Software Supp.Fee	\$ 5,400	\$ 5,329	\$ 5,400	\$ 5,329	\$ 6,000	\$ 600
01-146-201-57800	Tax Collector Expenses	\$ 2,000	\$ 1,894	\$ 2,000	\$ 998	\$ 2,000	\$ -
Ordinary Expenses Subtotal		\$ 7,400	\$ 7,223	\$ 7,400	\$ 6,327	\$ 8,000	\$ 600
Department Total		\$ 35,097	\$ 30,914	\$ 36,156	\$ 17,310	\$ 37,302	\$ 1,146

Information Technology & Support Services

FY2023 Highlights & Challenges

Some highlights include the revised and updated Town website including a build out of the Library sub site as well as adding features to improve compliance with the Americans with Disabilities Act. The server in the Town Hall has been removed and all departments are now cloud based. We upgraded our Office 365 software licenses this year as well to a more robust model.

FY2024 Goals & Initiatives

We are hoping to create a sub site for the Town website for both the Police Department and the Senior Center (Council of Aging). Additionally, we are looking to finish the network conversion at the Town Hall and POTW. The Police department needs to have the IT closet moved to a different location than where it currently resides as there have been weather-related incidents that are causing damage to the equipment.

We will be working on updating the Fire Department IT that will include purchasing a network cabinet to house the network equipment.

Significant Budget Changes

We have increased our website line item for the anticipated built out of the Police and Senior Center sub sites. We have increased our software licensing line item to accommodate the increased cost of our licenses and the increase in people using the licenses. We have increased the copier maintenance line item because we have added a copier at the POTW that will require maintenance. Additionally, an increase in funding for wages has been requested as IT needs have continued to expand across Town departments.

FY2024 Information Technology & Support Services Budget Request

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
Salary & Wages							
01-155-101-51200	IT Wages/In House IT Training	\$ 21,303	\$ 25,273	\$ 24,480	\$ 16,711	\$ 30,000	\$ 5,520
01-155-102-51200	Tech Coordinator Stipend	\$ 1,061	\$ 1,061	\$ 1,082	\$ 271	\$ 1,082	\$ 0
Salary & Wages		\$ 22,364	\$ 26,334	\$ 25,562	\$ 16,982	\$ 31,082	\$ 5,520
Ordinary Expenses							
01-155-200-57800	Computer/Software Upgrades	\$ 10,000	\$ 9,142	\$ 10,000	\$ 170	\$ 10,000	\$ -
01-155-202-57800	Computer Server Maintenance	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	\$ -
01-155-203-57800	Web-site Maintenance	\$ 9,000	\$ 7,893	\$ 3,000	\$ 1,969	\$ 7,000	\$ 4,000
01-155-204-52310	IT Support-Telephone	\$ -	\$ 600	\$ 2,000	\$ 100	\$ 2,000	\$ -
01-155-205-57800	Software Licenses	\$ 28,700	\$ 32,468	\$ 28,700	\$ 22,132	\$ 40,000	\$ 11,300
01-155-206-57800	Phone System Maintenance	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	\$ -
01-155-207-57800	Copier Maintenance	\$ -	\$ 1,788	\$ 3,000	\$ 2,755	\$ 3,250	\$ 250
Ordinary Expenses		\$ 51,700	\$ 51,891	\$ 50,700	\$ 27,125	\$ 66,250	\$ 15,550
Special Articles & Recurring Appropriations							
01-155-906-57800	Restore Permanent Records	\$ 20,000	\$ 9,580	\$ 20,000	\$ -	\$ 20,000	\$ -
Special Articles & Recurring Appropriations Subtotal		\$ 20,000	\$ 9,580	\$ 20,000	\$ -	\$ 20,000	\$ -
Department Total		\$ 94,064	\$ 87,804	\$ 96,262	\$ 44,107	\$ 117,332	\$ 21,070

Community Access Television

FY2023 Highlights & Challenges

In FY2023 the Select Board issued a procurement and contracted for a term of three (3) year with Bernardston Northfield Community TV, Inc. (BNCTV) of Northfield, Massachusetts to provide professional services for the recording of public meetings and the broadcasting of content. The current work builds on the initial year of recording and streaming public meetings on the internet. The work that was necessary to acquire the equipment and infrastructure to broadcast over cable television is being completed. Erving Community TV will begin broadcasting on local cable in FY2023. Currently, Select Board meetings, School Committee meetings and Town Meetings are recorded and broadcast.

FY2024 Goals & Initiatives

For FY2024 the Town will continue to work with Bernardston Northfield TV, Inc. to formalize the process for broadcasting public meetings and explore the potential to expand offerings. The Town will work to notify residents about the local channel option for public content on the Community Access channel.

Significant Budget Changes

There are no significant budget changes expected in FY2024.

FY2024 Community Access TV Budget Request

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
<i>Ordinary Expenses</i>							
24-155-200-57800	Local Access Channel Operations	\$ 15,000	\$ 13,112	\$ 16,000	\$ 5,833	\$ 16,000	\$ -
24-155-201-57800	Insurance	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,200	\$ 200
Ordinary Expenses Subtotal		\$ 15,000	\$ 13,112	\$ 17,000	\$ 5,833	\$ 17,200	\$ 200
<i>Special Articles & Recurring Appropriations</i>							
24-155-901-57800	Equipment to Televisе Meetings	\$ -	\$ 9,151	\$ 3,000	\$ 2,795	\$ 3,000	\$ -
Special Articles & Recurring Appropriations Subtotal		\$ -	\$ 9,151	\$ 3,000	\$ 2,795	\$ 3,000	\$ -
Department Total		\$ 15,000	\$ 22,262	\$ 20,000	\$ 8,628	\$ 20,200	\$ 200

Town Clerk's Office & Elections

FY2023 Highlights & Challenges

The biggest challenge this year was understanding and implementing the major election law changes made by the legislature. Starting in July the Secretary of State Office conducted weekly zoom training sessions through November that all Town Clerks attended. Moreover, the Town purchased a new electronic ballot counting machine, and that constituted more training, albeit by the vendor instead of the State. The good news was that both the primary and State election went off without a hitch in Erving.

Sadly, due to the above, the bylaw codification once again was placed on the back burner for a considerable time, and it is uncertain if it will be ready to be presented to the voters before the new fiscal year 2024.

FY2024 Goals & Initiatives

1. Make certain the bylaw codification is completed.
2. Select and implement new software for dog licensing and other licensing, cemetery management, and boards and commissions tracking.

Significant Budget Changes

This budget is level funded for most line items except the Town Clerk and Assistant Town Clerk wages (which have been adjusted according to the Town Compensation Schedule) and the Election Wages and Election Expenses accounts. The election accounts have decreased by \$2,347 and \$1,600 respectively due to needing to run only two elections, the Presidential Primary in March, and the Annual Town Election in May. I have attached a detailed election budget calculation sheet with this narrative form. The request for an increase in software support is related to the transition of new software.

FY2024 Town Clerk & Elections Budget Request

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
Salary & Wages							
01-161-100-51000	Town Clerk Salary	\$ 24,461	\$ 24,461	\$ 25,445	\$ 10,075	\$ 25,956	\$ 511
01-161-101-51200	Assistant Town Clerk	\$ 5,152	\$ 3,898	\$ 5,358	\$ 1,540	\$ 5,466	\$ 108
01-163-100-51200	Election Wages	\$ 1,300	\$ 908	\$ 4,800	\$ 3,564	\$ 2,426	\$ (2,374)
Salary & Wages Subtotal		\$ 30,913	\$ 29,267	\$ 35,603	\$ 15,179	\$ 33,848	\$ (1,755)
Ordinary Expenses							
01-161-200-53010	Town Clerk- Meetings & Seminars	\$ -	\$ -	\$ 2,100	\$ -	\$ 2,100	\$ -
01-161-200-53500	Town Clerk-Software Support	\$ 2,700	\$ 2,085	\$ 2,700	\$ -	\$ 5,000	\$ 2,300
01-161-200-53810	Town Clerk- Codify Bylaw Updates	\$ 2,500	\$ -	\$ 2,500	\$ -	\$ 2,500	\$ -
01-161-200-57800	Town Clerk Expenses	\$ 4,400	\$ 3,495	\$ 4,400	\$ 2,375	\$ 4,400	\$ -
01-163-200-57800	Election Expense	\$ 3,050	\$ 4,150	\$ 7,200	\$ 1,288	\$ 5,600	\$ (1,600)
01-164-200-57800	Board of Registrars Expenses	\$ 1,400	\$ 1,400	\$ 1,400	\$ -	\$ 1,400	\$ -
Ordinary Expenses Subtotal		\$ 14,050	\$ 11,130	\$ 20,300	\$ 3,664	\$ 21,000	\$ 700
Department Total		\$ 44,963	\$ 40,397	\$ 55,903	\$ 18,842	\$ 54,848	\$ (1,055)

Office of Community Planning

FY2023 Highlights & Challenges

As a new department, I'm just figuring out how the budget process works and figuring out what a true Community Planning Department should include for goals and budgets.

FY2024 Goals & Initiatives

Goals for the upcoming year include continuing professional development, establishing interdepartmental procedures, increasing public engagement with a diversity of opportunities, collaborating with other departments, identifying ways to increase transparency and efficiency with processes.

Since this is the inaugural planning budget, this year will act as a test to understand how much funding is truly needed to meet the goals identified above as well as to rise to the expectations laid out in the Town Planner job description. The amounts may be adjusted in future years to account for lessons learned this year.

Significant Budget Changes

This budget as a stand-alone department is new and serves as a general increase, while the costs for professional planning assistance and associated costs were previously embedded in the Select Board & Administration budget.

FY2024 Office of Community Planning Budget Request

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
Office of Community Planning							
<i>Salary & Wages</i>							
01-175-101-51000	Town Planner	\$ -	\$ -	\$ -	\$ 8,343	\$ 63,710	\$ 63,710
01-175-101-51300	Overtime	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ 2,000
Salary & Wages Subtotal		\$ -	\$ -	\$ -	\$ 8,343	\$ 63,710	\$ 63,710
<i>Ordinary Expenses</i>							
TBD	Consulting & Surveying Services	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000
TBD	Public Engagement Services	\$ -	\$ -	\$ -	\$ -	\$ 3,500	\$ 3,500
TBD	Meetings/Seminars- Professional Develop	\$ -	\$ -	\$ -	\$ -	\$ 700	\$ 700
TBD	Print Services	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ 2,000
TBD	Advertising	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500
TBD	Public Engagement Supplies	\$ -	\$ -	\$ -	\$ -	\$ 800	\$ 800
TBD	Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ 400
TBD	Travel	\$ -	\$ -	\$ -	\$ -	\$ 800	\$ 800
TBD	Membership / Dues	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500
Ordinary Expenses Subtotal		\$ -	\$ -	\$ -	\$ -	\$ 24,200	\$ 24,200
Planning Board Total		\$ -	\$ -	\$ -	\$ 8,343	\$ 87,910	\$ 87,910

Land Use & Planning

Conservation Commission

FY2023 Highlights & Challenges

- Provide a safe, accessible parking area for visitors to the Poplar Mountain Conservation Area.
- Hosts clean-up events in and around the conservation area.
- Continued trail maintenance to provide a safer experience for visitors.
- Evaluate incoming permits and applications.

FY2024 Goals & Initiatives

- Continue to provide a peaceful and safe area for residents and visitors to enjoy the natural wonders that our community provides.
- Offer educational opportunities to the community.
- Guided hikes.
- Clean-up events around town.
- Resource conservation events/projects.
- Continue to protect our community's water and other natural resources.

Significant Budget Changes

We'd like to expand our educational and recreational offerings for the community and to attract visitors from outside the community to encourage tourism opportunities. This could include hands-on learning events, guided hikes, kids' activities, and more.

The commissioners would also benefit from attending more training to keep current with the changing resource protection rules and regulations to aid in the permit/application decision making process.

Planning Board

FY2023 Highlights & Challenges

Our highlights include a long-needed review of our current bylaws. We hope to have a completed update ready for the May 2023 Annual Town Meeting. We have committed to keeping abreast of changes in planning and have started taking some online training with various Land Use organizations. Our challenge is finding a fifth member, so we are a full five-member committee and an alternate to attend meetings.

FY2024 Goals & Initiatives

Our goal for the upcoming year is to revise the Rules and Regulations for Subdivisions and to streamline the special permit process if possible. We are committed to taking more online classes to help educate ourselves in land use.

Significant Budget Changes

We have asked for a budget increase to attend more training and an increase in expenses as the revised bylaws will need to be printed and sent to all households.

Zoning Board of Appeals

FY2023 Highlights & Challenges

No report submitted.

FY2024 Land Use & Planning Budget Request

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
Planning Board							
<i>Salary & Wages</i>							
01-175-100-51000	Planning Board Salary	\$ 5,075	\$ 4,542	\$ 5,075	\$ 1,250	\$ 5,075	\$ -
Salary & Wages Subtotal		\$ 5,075	\$ 4,542	\$ 5,075	\$ 1,250	\$ 5,075	\$ -
<i>Ordinary Expenses</i>							
01-175-200-53000	Planning Board-Consulting	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ 3,000	\$ -
01-175-200-53100	Planning Board-Seminars	\$ 500	\$ -	\$ 500	\$ 250	\$ 750	\$ 250
01-175-200-57100	Planning Board-Travel	\$ 500	\$ -	\$ 500	\$ -	\$ 500	\$ -
01-175-200-57800	Planning Board Expenses	\$ 150	\$ 2,483	\$ 150	\$ 90	\$ 1,000	\$ 850
Ordinary Expenses Subtotal		\$ 4,150	\$ 2,483	\$ 4,150	\$ 340	\$ 5,250	\$ 1,100
Planning Board Total		\$ 9,225	\$ 7,025	\$ 9,225	\$ 1,590	\$ 10,325	\$ 1,100
Conservation Commission							
<i>Ordinary Expenses</i>							
TBD	Conservation Comm-Agent Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
01-171-200-53000	Conservation Comm-Consulting	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000
01-171-200-53020	Conservation Comm- Community Education	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ 2,000
01-171-200-53110	Conservation Comm- Advertising	\$ -	\$ -	\$ -	\$ 310	\$ 1,500	\$ 1,500
01-171-200-57500	Conservation Comm- Memberships/Training	\$ -	\$ -	\$ -	\$ 95	\$ 1,100	\$ 1,100
01-171-200-57800	Conservation Comm Exp	\$ 2,500	\$ 2,213	\$ 4,000	\$ -	\$ 500	\$ (3,500)
01-171--200-57830	Conservation Comm- Trail Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 10,900	\$ 10,900
Ordinary Expenses Subtotal		\$ 2,500	\$ 2,213	\$ 4,000	\$ 405	\$ 21,000	\$ 17,000
Conservation Commission Total		\$ 2,500	\$ 2,213	\$ 4,000	\$ 405	\$ 21,000	\$ 17,000
Zoning Board of Appeals							
<i>Ordinary Expenses</i>							
01-176-200-57800	Zoning Board Appeals Exp.	\$ 550	\$ 193	\$ 550	\$ -	\$ 550	\$ -
Ordinary Expenses Subtotal		\$ 550	\$ 193	\$ 550	\$ -	\$ 550	\$ -
Department Total		\$ 550	\$ 193	\$ 550	\$ -	\$ 550	\$ -
Total Land Use		\$ 12,275	\$ 9,431	\$ 13,775	\$ 1,995	\$ 31,875	\$ 18,100

Town Buildings & Grounds Maintenance

FY2023 Highlights & Challenges

The Buildings & Grounds staff have continued to maintain a high level of sanitation throughout all Town-buildings. The Town is in the process of selling 17 Moore Street and 18 Pleasant Street. While their use over the last two years has been limited, the costs associated with those properties have been covered by this budget. The Town has experienced pest management issues at a few properties and is working to engage a professional service provider to structure a management plan. The staff is also working with Town administration to review OSHA requirements and inform policy development. The Town is also working on procurements for on-call trades contracts and a new multi-year agreement for landscaping.

FY2024 Goals & Initiatives

Continue progress on OSHA requirement implementation and policy development as well as the necessary training. For facility maintenance, will work on multi-year preventative maintenance plans.

Significant Budget Changes

Increases in wages are associated with step increases for maintenance staff, a change in the clothing allowance policy, and an employee who is now eligible for longevity. The majority of the budget changes are related to service costs such as electricity, internet, and maintenance costs. The Town is looking to restore the generator maintenance service agreement and will need to include the new generators at the well house and the Library. The Town is also looking to secure a professional pest management service provider.

FY2024 Town Buildings & Ground Maintenance Budget Request

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
Salary & Wages							
01-192-100-51100	Town Building Wages, FT	\$ 121,898	\$ 116,348	\$ 125,154	\$ 47,621	\$ 129,460	\$ 4,306
01-192-100-51200	Town Bldg Wages, PT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
01-192-100-51300	Town Bldg Wages, OT	\$ 3,000	\$ 1,108	\$ 3,060	\$ 187	\$ 3,060	\$ -
01-192-100-51410	Town Bldg Longevity	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500
01-192-100-51400	Town Bldgs Maint-Clothing Allowance	\$ 750	\$ 750	\$ 750	\$ 500	\$ 1,500	\$ 750
Salary & Wages Subtotal		\$ 125,648	\$ 118,206	\$ 128,964	\$ 48,308	\$ 134,520	\$ 5,556
Ordinary Expenses							
01-181-200-57800	Grounds Maint. Program	\$ 40,000	\$ 16,923	\$ 40,000	\$ 8,057	\$ 40,000	\$ -
01-181-200-58000	Grounds Maint-Landscape Improvement	\$ 5,000	\$ 872	\$ 5,000	\$ 137	\$ 5,000	\$ -
01-192-200-52110	Town Bldg-Electricity	\$ 8,500	\$ 10,284	\$ 8,500	\$ 3,550	\$ 13,000	\$ 4,500
01-192-200-52310	Town Bldg-Phone & Internet	\$ 7,000	\$ 13,505	\$ 10,500	\$ 4,904	\$ 12,000	\$ 1,500
01-192-200-52411	Town Bldg-Smoke Detector & AEDs	\$ 500	\$ 243	\$ 500	\$ 48	\$ 500	\$ -
01-192-200-52412	Town Bldg-Fire Alarm Tests	\$ 1,000	\$ 730	\$ 1,000	\$ 210	\$ 1,000	\$ -
01-192-200-52413	Town Bldg-Elevator Maint & Testing	\$ 2,000	\$ 2,505	\$ 2,000	\$ 201	\$ 2,500	\$ 500
01-192-200-52414	Town Bldg-Generator Preventive Main	\$ 10,000	\$ -	\$ 12,000	\$ -	\$ 15,000	\$ 3,000
TBD	Town Bldg- Pest Management Services	\$ -	\$ -	\$ -	\$ -	\$ 8,000	\$ 8,000
01-192-200-53410	Town Bldg-Postage & Mailing Fees	\$ 9,600	\$ 13,409	\$ 13,000	\$ 3,646	\$ 14,000	\$ 1,000
01-192-200-54110	Town Bldg-Heating Oil	\$ 7,500	\$ 9,774	\$ 7,000	\$ 36	\$ 9,000	\$ 2,000
01-192-200-54500	Town Bldg-Custodial Supplies	\$ 8,000	\$ 5,964	\$ 8,000	\$ 2,489	\$ 8,000	\$ -
01-192-200-57800	Town Building Other Expenses	\$ 10,500	\$ 16,890	\$ 10,000	\$ 13,877	\$ 10,000	\$ -
Ordinary Expenses Subtotal		\$ 109,600	\$ 91,098	\$ 117,500	\$ 37,155	\$ 138,000	\$ 20,500
Special Articles & Recurring Appropriations							
01-192-903-57800	Town Bldg. - Maintenance	\$ 30,000	\$ 31,924	\$ 30,000	\$ 6,687	\$ 30,000	\$ -
Special Articles & Recurring Appropriations Subtotal		\$ 30,000	\$ 31,924	\$ 30,000	\$ 6,687	\$ 30,000	\$ -
Department Total		\$ 265,248	\$ 241,228	\$ 276,464	\$ 92,150	\$ 302,520	\$ 26,056

Miscellaneous

Insurance

The Town receives insurance coverage for liability, property, automobile, workers compensation, and Police & Firefighter injuries on-duty through the Massachusetts Interlocal Insurance Association (MIIA). MIIA issues a coverage proposal for the following fiscal year between December and January. The FY2024 proposal has not been received at this time. There are several factors that will impact the proposal and therefore I am proactively requesting increases for the injured-on duty policy and the property & liability policy. The FY2024 premiums will be impacted if the Town sells lesser used properties and therefore reduces coverage needs while increases may be experienced because of claim history in previous years.

Franklin Regional Council of Governments Assessment

The Franklin Regional Council of Governments (FRCOG) assesses member communities a fee annually to be paid in the new fiscal year. The FY2024 assessment is set by the FRCOG Council at the annual meeting in January. The request has been level funded at this time.

Around Town Newsletter

This appropriation allows the Town to purchase space in the Around Town Newsletter to communicate program and service information to residents.

FY2024 Miscellaneous Budget Request

Account #	Account Description	FY2022 Budget	FY2022 Expended	FY2023 Budget	FY2023 Expended YTD (11/29/2022)	FY2024 Budget Request	+/- diff from FY2023 Budget
Liability Insurance							
<i>Ordinary Expense</i>							
01-193-200-57510	Insurance-Bonds	\$ 1,100	\$ 612	\$ 1,500	\$ 621	\$ 1,500	\$ -
01-193-200-57520	Insurance-Workers Comp	\$ 32,000	\$ 27,447	\$ 32,000	\$ 25,856	\$ 32,000	\$ -
01-193-200-57521	Insurance-Police/Fire Injured on Duty	\$ 13,000	\$ 13,610	\$ 14,000	\$ 13,733	\$ 15,000	\$ 1,000
01-193-200-57580	Insurance-Project Related Coverage	\$ 7,400	\$ 4,395	\$ 7,400	\$ 8,381	\$ 9,000	\$ 1,600
01-193-200-57800	Insurance-Property & Liability	\$ 70,000	\$ 79,066	\$ 75,000	\$ 79,154	\$ 85,000	\$ 10,000
TBD	Insurance-Deductables	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000
Liability Expenses Subtotal		\$ 123,500	\$ 125,130	\$ 129,900	\$ 127,745	\$ 147,500	\$ 17,600
Franklin Council of Governments							
<i>Ordinary Expense</i>							
01-199-200-57800	FRCOG Assessment	\$ 52,921	\$ 48,977	\$ 53,000	\$ 23,465	\$ 53,000	\$ -
01-199-200-57801	FRCOG-Regnl Emerg Planning Assessmn	\$ 150	\$ 150	\$ 150	\$ -	\$ 150	\$ -
FRCOG Expenses Subtotal		\$ 53,071	\$ 49,127	\$ 53,150	\$ 23,465	\$ 53,150	\$ -
Around Town Newsletter							
<i>Ordinary Expense</i>							
01-199-901-57800	Around Town Newsletter	\$ 7,500	\$ 7,500	\$ 7,500	\$ 1,875	\$ 8,000	\$ 500
Around Town Newsletter Expenses Subtotal		\$ 7,500	\$ 7,500	\$ 7,500	\$ 1,875	\$ 8,000	\$ 500
Miscellaneous Total		\$ 184,071.00	\$ 181,757.12	\$ 190,550.00	\$ 153,084.60	\$ 208,650.00	\$ 18,100.00



Town of Erving FY2024 Budget Development Calendar

This document is subject to change as new information becomes available

Date	Action/Meeting	Location & Time
September 2022		
Wednesday, September 14, 2022	Joint Select Board & Finance Committee Meeting: Discuss budget goals and guidance	Senior & Community Center Joint meeting at 7:30 PM
Thursday, September 22, 2022	FY2024 Budget goals & guidance sent to Departments along with Capital Improvement Request forms & instructions	
October 2022		
Thursday, October 20, 2022	Capital Improvement Requests due	Town Administrator's Office by 5:00PM
Thursday, October 20, 2022	Operating Budget Request forms and Instructions sent to Department Heads	
November 2022		
Wednesday, November 9, 2022	Capital Planning Committee Meeting	Senior & Community Center at 7:00 PM
Wednesday, November 16, 2022	Capital Planning Committee Meeting- Department Presentations- Departments TBA	Senior & Community Center at 7:00 PM
Monday, November 21, 2022	Operating Budget Requests Due	Town Administrator's Office by 5:00PM
Wednesday, November 30, 2022	Capital Planning Committee Meeting- Department Presentations- Departments TBA- Tentative	Senior & Community Center at 7:00 PM
December 2022		
Thursday, December 1, 2022	Draft Operating and Capital Budget Requests sent to Select Board & Finance Committee	
Monday, December 5, 2022	Joint Select Board & Finance Committee Meeting: General Government Select Board, Finance Committee, Accountant, Assessors, Treasurer, Tax Collector, Information Technology, Community Access TV, Personnel, Town Clerk, Land Use	Senior & Community Center Joint meeting at 7:00 PM (unless otherwise posted)
Wednesday, December 14, 2022	Capital Planning Committee Meeting- Department Follow-up- Departments TBA- Tentative	Senior & Community Center at 7:00 PM
Monday, December 19, 2022	Joint Select Board & Finance Committee Meeting: Public Safety & Public Works Police, Animal Control, Fire, Emergency Management, Inspections Program, Tree Warden, Highway, Building & Grounds Maintenance, Solid Waste, Wastewater & Water	Senior & Community Center Joint meeting at 7:00 PM (unless otherwise posted)
January 2023		
Monday, January 2, 2023	Holiday	
Monday, January 9, 2023	Joint Select Board & Finance Committee Meeting: Human Services, Culture & Recreation Board of Health, Council on Aging, Veterans Services, Library, Recreation, Historical Commission, Memorial Day Services	Senior & Community Center Joint meeting at 7:00 PM (unless otherwise posted)
Monday, January 16, 2023	Holiday	
Monday, January 23, 2023	Joint Select Board & Finance Committee Meeting: Benefits, Insurance & Assessments Retirement, Unemployment Insurance, Health & Dental, Property & Liability, FRCOG Assessment	Senior & Community Center Joint meeting at 7:00 PM (unless otherwise posted)
Monday, January 30, 2023	Joint Select Board, Finance Committee & Capital Planning Committee Meeting Capital Planning Budget	Senior & Community Center Joint meeting at 7:00 PM (unless otherwise posted)
February 2023		
Monday, February 13, 2023	Joint Select Board & Finance Committee Meeting: Education Union 28, Erving Elementary School, & Secondary Education Franklin County Technical School	Senior & Community Center Joint meeting at 7:00 PM (unless otherwise posted)
Monday, February 20, 2023	Holiday	
Thursday, February 23, 2023	ATM Warrant Article Requests due	Town Administrator's Office by 5:00PM
Monday, February 27, 2023	Joint Select Board, Finance Committee & Capital Planning Committee Meeting: Draft FY2024 Budget Review and ATM Warrant	Senior & Community Center Joint meeting at 7:00 PM (unless otherwise posted)
March 2023		
Monday, March 6, 2022	Joint Select Board & Finance Committee Meeting: Draft FY2024 Budget Review and ATM Warrant	Senior & Community Center Joint meeting at 7:00 PM (unless otherwise posted)
Monday, March 13, 2023	Joint Select Board & Finance Committee Meeting: Draft FY2024 Budget Review and ATM Warrant	Senior & Community Center Joint meeting at 7:00 PM (unless otherwise posted)
Monday, March 27, 2023	Select Board Finalize Annual Town Meeting Warrant	
April 2023		
Friday, April 14, 2023	Budget & Annual Town Meeting Warrant available to Residents	
May 2023		
Wednesday, May 10, 2023	Annual Town Meeting	