



**NOTICE OF A PUBLIC MEETING POSTED IN ACCORDANCE WITH
THE PROVISIONS OF MGL 30A §18 – 25**

All meeting notices must be filed and date stamped in the Town Clerk's Office and posted on the municipal bulletin board at least 48 hours in advance, not including Saturday, Sunday or legal holidays

BOARD/COMMITTEE/COMMISSION: **Board of Selectmen**

DATE SUBMITTED TO TOWN CLERK: **June 15, 2023**

MEETING DATE: **Wednesday, June 21, 2023** TIME: **5 PM**

Amended 6/16

LOCATION: **Town Hall, 511 Main Street, Dunstable, MA**

Topics the Chair Reasonably Anticipates will or could be Discussed:

Note: All topic placement & times are estimated and may vary *tremendously* from projections

SCHEDULED AGENDA

5:00	1.	<i>Call to Order</i>
5:01	2.	<i>Public Forum</i>
5:05	3.	<i>Facility Use Request: Minuteman Pomona Grange & Dunstable Grange*</i>
5:10	4.	<i>Appointments*</i>
5:25	5.	<i>Morgan's Pond/Mill Street Land Grant*</i>
5:40	6.	<i>Treasurer/Collector position*</i>
6:00	7.	<i>Side Letter with Police Union: Holiday and Personal Days*</i>
6:10	8.	<i>VADAR Contract*</i>
6:20	9.	<i>Firefighters Memorial: Charlie Rich</i>
6:30	11.	<i>Year End Transfers*</i>
7:00	12.	<i>Town Administrator Report</i>
7:15	13.	<i>New/Old Business</i>
7:30	14.	<i>Adjourn</i>

Application for Use of Town Hall, Common/Gazebo

Name/Organization Minuteman Pomona Grange

Date of Application: 6/14/23

Request for use of Grange Room

If you are using the Grange Room, you must request permission from the Grange for use of their tables, chairs and piano, if applicable.

Permission granted/denied by _____

Do you intend to use the piano in the main hall? Yes No

Sept 23, 23 On: (Date(s)) _____ Between the hours of 9 AM - Noon

Dec 9, 23 For the purpose of Meetings

March 23, 24 Estimated attendance 25 Admission Charged _____

June 22, 24 Dunstable Resident? Yes No Civic Non-Profit Group? Yes No

Will Food be served? Yes No Storage of materials from dates _____

I have read and agree to the attached rules and checklist concerning the use of Town property. I agree to hire and pay for a Dunstable Police Officer and/or building custodian if required to do so. I also agree to return the completed checklist to the BOS office within 48 hours of the end of the event and to reimburse the Town of Dunstable for any damage or loss of Town property resulting from my use during this time.

I accept liability for any and all damages, exclusive of ordinary wear and tear.

Applicant Name Linda Chase

Address 491 Hollis St

Home Telephone 978 649 7184 Work 978 273 2632

e-mail lchase491@verizon.net

Applicant Signature Linda Chase

Selectman's Office Use Only

Accepted/Rejected Date _____

Fee _____

Dunstable Police Officer Required? Yes No

Building Custodian Required? Yes No

Added to Calendar 6-15-23

Approved by BOS:

Application for Use of Town Hall, Common/Gazebo

Name/Organization Dunstable Grange

Date of Application: 6/14/23

Request for use of Grange Room

If you are using the Grange Room, you must request permission from the Grange for use of their tables, chairs and piano, if applicable.

Permission granted/denied by _____

Do you intend to use the piano in the main hall? Yes No

On: (Date(s)) _____ Between the hours of 7:45PM-10PM

For the purpose of Meetings

Estimated attendance 25 Admission Charged _____

Dunstable Resident? Yes No Civic Non-Profit Group? Yes No

Will Food be served? Yes No Storage of materials from dates _____

I have read and agree to the attached rules and checklist concerning the use of Town property. I agree to hire and pay for a Dunstable Police Officer and/or building custodian if required to do so. I also agree to return the completed checklist to the BOS office within 48 hours of the end of the event and to reimburse the Town of Dunstable for any damage or loss of Town property resulting from my use during this time.

I accept liability for any and all damages, exclusive of ordinary wear and tear.

Applicant Name Hinda Chase
Address 491 Hollis St
Home Telephone 649 7184 Work cell 978 2732632
e-mail hchase491@verizon.net
Applicant Signature Hinda Chase

Selectman's Office Use Only
Accepted/Rejected Date _____

Fee _____

Dunstable Police Officer Required? Yes No
Building Custodian Required? Yes No

- ↓ Spt 8, 2023
- ↓ Oct 13, 2023
- ↓ Nov 10, 2023
- ↓ Dec 8, 2023
- ↓ Jan 12, 24
- ↓ Feb 9, 24
- ↓ Mar 8, 24
- ↓ April 12, 24
- ↓ May 10, 24
- ↓ June 14, 24
- ↓ July 12, 24
- ↓ Aug 9, 24

Added to Calendar 6/15/23
Approved by BOS:

Appointments – Staff, Committee’s, Boards, & Commissions

June 21, 2023

Committee/Commission/Board/Staff	Name	Term (Years)	Term Expiration
ADA Coordinator	Jason Silva	1	2024
Affordable Housing Committee	Carol Bacon	1	2024
Affordable Housing Committee	John DeNyse	1	2024
Affordable Housing Committee	Jon Hughes	1	2024
Affordable Housing Committee	Kieran Meehan (BOS Designee)	1	2024
Affordable Housing Committee	Matthew Naughton	1	2024
Affordable Housing Trust Funds	George Basbanes	2	2025
Affordable Housing Trust Funds	John Callahan	2	2025
Affordable Housing Trust Funds	Kieran Meehan (BOS)	2	2025
Agricultural Commission	Charles W. Tully Jr.	3	2026
Alternate Building Inspector	Henry Fontaine	1	2024
Alternate Electrical Inspector	David Sweet III	1	2024
Animal Control Officer	John Greenhalgh	1	2024
Assistant Town Accountant	Susan Bresnick	1	2024
Assistant Town Clerk	Lynn DeNyse	1	2024
Assistant Treasurer/Collector	Sue Fayne	1	2024
Board of Registrars	Amy Schembechler	1	3/31/2024
Building Inspector	Dana Barnes	1	2024
Capital Planning Committee	David Greenwood	3	2026
Conservation Commission	Tiffany Naughton	5	2028
Council on Aging	Jean Haight	3	2026
Council on Aging	Joan Simmons	3	2026
CPC	Joan Simons	3	2026
CPC (Affordable Housing Designee)	Jon Hughes	1	2024
CPC (BOS Designee)	Leah Basbanes	1	2024
CPC (Historical Designee)	Carol Bacon	1	2024
CPC (Parks Designee)	Tiffany Naughton	1	2024
CPC (Planning Board Designee)	Alan Chaney	1	2024
Cultural Council	Claudia Novak	3	2026
Dunstable Fire Dept - Chief of Department	William Farrell	1	2024
Dunstable Fire Dept - Deputy Fire Chief	Patrick Kerrigan	1	2024
Election Deputy Warden	William Murphy	1	2024
Election Officers	Brian Cutler	1	2024
Election Officers	Linda Cutler	1	2024
Election Officers	Mary Dow	1	2024
Election Warden	Robert Guernsey	1	2024
Electrical Inspector	Peter Martin	1	2024
Emergency Management Director	Jon Crandall	1	2024
Gas/Plumbing Inspector	John Cryan	1	2024
Governance Committee	Leah Basbanes	1	2024
Governance Committee	Leo Tometich	1	2024
Governance Committee	Mike Martin	1	2024
Governance Committee	Robert Nelson	1	2024
Governance Committee	Ryan McLane	1	2024
Insurance Advisory	Bonnie Ricardelli	1	2024
Insurance Advisory	Darrell Gilmore	1	2024
Insurance Advisory	David Tully	1	2024
Insurance Advisory	Erik Hoar	1	2024
Insurance Advisory	James W. Dow	1	2024
Memorials & Monuments	Joe Dean	1	2024
Memorials & Monuments	Kieran Meehan	1	2024
NMCOG	Ron Mikol	1	2024
Parks Commissioners	Dawn Theberge	3	2026
Police Department - Master Patrolman	Matthew Tully	1	2024
Police Department - Master Patrolman	Shawn Drinkwine	1	2024
Police Department - Patrol Officer	Jeffrey Swift	1	2024

Police Department - Patrol Officer	Michael J. Pietroforte	1	2024
Police Department - Patrol Officer	Richard Nault	1	2024
Police Department - Reserve Officer	Clifford Dunning	1	2024
Police Department - Reserve Officer	Gregg Sandborn	1	2024
Police Department - Reserve Officer	Jeffrey Noble	1	2024
Police Department - Reserve Officer	Philip C. Sepe	1	2024
Police Department - Reserve Officer	Shawn Ready	1	2024
Police Department - Sergeant	Darrell Gilmore	1	2024
Police Department - Sergeant	Nicholas Papageorgiou	1	2024
Public Safety Committee	Erik Hoar	1	2024
Public Safety Committee	Henry Fontaine	1	2024
Public Safety Committee	Jeff Rosen	1	2024
Public Safety Committee	Jon Crandall	1	2024
Public Safety Committee	Matthew Naughton	1	2024
Public Safety Committee	Patrick Kerrigan	1	2024
Public Safety Committee	Ron Mikol	1	2024
Public Safety Committee	William Farrell	1	2024
Recreation Committee	Jeff Hastings	5	2028
Surveyors of Lumber	Charles W. Tully Jr.	1	2024
Town Accountant	Eric Kinsherf	1	2024
Town Counsel	Brian Falk	1	2024
Town Engineer	David Langolis	1	2024
Town Forest Committee	Alan Chaney	3	2026
Treasurer Collector	Bonnie Ricardelli	3 mo.	9/30/2023
Veterans Agent	Joseph Dean	1	2024
Veterans Services Officer	Joseph Dean	1	2024
Zoning Board of Appeals	Kenny Leva	5	2028
Zoning Board of Appeals	Stanley Norkunas	5	2028
Zoning Officer	Dana Barnes	1	2024
Pending			
CPC (Conservation Designee)	Alan Starbird	1	2024
Historical Commission	Raymond Sullivan	3	2026



**TOWN OFFICES
TOWN OF DUNSTABLE
TOWN HALL, 511 MAIN STREET
DUNSTABLE, MA 01827-1313
(978) 649-4514 FAX (978) 649-4371**

June 13, 2023

Executive Office of Energy and Environmental Affairs
100 Cambridge Street - Suite 900
Boston, MA 02114

Attn: Vanessa Farny

Ms. Farny,

Alan Chaney, a member of our Conservation Commission, has authorization to act as the official representative and project manager on behalf of the Town of Dunstable in connection with the Town's application for the Local Acquisitions for Natural Diversity (LAND) grant.

Alan may be reached at: 511 Main Street, Dunstable, MA 01827-1313
Phone Number: (978) 649-4514 x230
Fax: (978) 649-8893
E-Mail address: CRock@dunstable-ma.gov

Respectfully,
Dunstable Board of Selectmen

Ronald J. Mikol
Chair

Leah D. Basbanes

Kieran Meehan



**TOWN OFFICES
TOWN OF DUNSTABLE
TOWN HALL, 511 MAIN STREET
DUNSTABLE, MA 01827-1313
(978) 649-4514 FAX (978) 649-4371**

Resolution of the Board of Selectmen, Dunstable, MA – June 13, 2023

Whereas, the Town of Dunstable's Conservation Commission is prepared to enter a grant application under the Commonwealth's Local Acquisitions for Natural Diversity (LAND) grant program, now therefore, the Dunstable Board of Selectmen does hereby approve and authorize the following:

- 1) The preparation and filing of an application to the Massachusetts Executive Office of Energy & Environmental Affairs, for a Local Acquisitions for Natural Diversity (LAND) grant which could allow the Town's Conservation Commission to purchase 4.76 acres of land – said land being located on Mill Street, Dunstable, owned by Alan & Lisa Davis, and described in a Deed dated November 12, 2019 – Book 33545, Page 204 filed at the Middlesex North Registry of Deeds.
- 2) Does hereby authorize Alan Chaney, a member of our Conservation Commission to act as official representative of the community and the Conservation Commission in connection with the town's application for this grant.

Ronald J. Mikol

Leah D. Basbanes

Kieran Meehan



OFFICE OF THE
BOARD OF SELECTMEN
TOWN OF DUNSTABLE
TOWN HALL, 511 MAIN STREET
DUNSTABLE, MA 01827-1313
(978) 649-4514 X224 FAX (978) 649-437
e-mail selectmen@dunstable-ma.gov



June 21, 2023

Mr. Richard Nault
President
Dunstable Police Union, NEPBA, Local 7
23 Pleasant Street
Dunstable, MA 01827

RE: Side Letter of Agreement – Holiday and Personal Buyback

Dear President Nault:

This letter will memorialize the parties' agreement with regard to the disposition of banked holiday and personal leave that is not used by the end of the fiscal year in which it is earned as required by Section 1 of Article 24 and Section 3 of Article 23, respectively.

Bargaining unit members who did not use banked holiday and personal leave from the 2023 fiscal year by June 30, 2023 will be paid for said banked holiday and personal days. Going forward, however, the parties agree that any bargaining unit member who does not use banked holiday and personal leave by the end of the fiscal year in which it is earned will lose said banked holiday and personal leave at the end of fiscal year. Further, no bargaining unit member will be paid for banked holiday and personal leave that is not used by the last day of the fiscal year. The Town may make exceptions to this "use it or lose it" policy in the event a bargaining unit member does not have a reasonable opportunity to use his banked holiday and personal leave.

Please sign below confirming the Union's agreement to the terms of this Side Letter of Agreement.

Sincerely yours,

Ronald Mikol
Chair
Board of Selectmen

cc: Erik Hoar, Police Chief

For the Union:

_____ Date



20 Main Street, Suite G1
Acton, MA 01720
Phone: (978) 461-5855
Fax: (978) 461-5850
www.vadarsystems.com

June 1, 2023

Jason Silva
Town Administrator
Town of Dunstable
511 Main Street
Dunstable, MA 01827

Dear Jason,

Attached you will find a copy of the 2023 VADAR® Systems contract with the Municipality of Dunstable for Financial Software Application(s). This contract will govern the terms of the products and services being offered to your Municipality by VADAR® for the period of July 1, 2023 through June 30, 2026.

Please sign page 9 of the Master Agreement as well as the last page of the document (Cloud Agreement). Please keep one copy for your records and return a signed copy to me via email at Maribeth-Boudreau@vadarsystems.com.

In order to ensure no disruption to your service and support, please email a signed copy of the contract to me within the next 30 days.

Your prompt attention to this matter is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Maribeth Boudreau", written in a cursive style.

Maribeth Boudreau
978.461.5875

VADAR®Systems, Inc.

Software Application Agreement

Financial Applications

This **Agreement** is entered into by and between VADAR® Systems, Inc. (hereinafter “VADAR®”), located at 20 Main Street, Suite G1, Acton, MA 01720 and the Municipality of Dunstable, MA, (hereinafter “the Municipality”), its administrative office located at 511 Main St., Dunstable, MA 01827.

Whereas, the Municipality desires software applications for financial applications (hereafter “Software”) and application hosting services (hereafter “Services”); and,

Whereas, VADAR® provides Software and Services, and desires to provide Software and Services to the Municipality

Now, therefore, in consideration of the premises and mutual covenants set forth herein, the parties agree as follows:

Definitions

“Documentation” means the user manual, product specification sheet, and any related documentation, whether in printed or electronic form, and any revisions thereof, provided by VADAR® to Municipality under this Agreement.

“Error” means (i) a failure of the Software to perform substantially in accordance with the Documentation

The “Software” shall mean the current version of VADAR®’s proprietary relational database Software licensed to Municipality and used by Municipality for the processing of tax and financial information, together with any customizations, enhancements, Error corrections, revisions, new releases, and upgrades thereof and as detailed and described in “Attachment A” attached hereto.

“Confidential Information” shall mean any information, technical data, trade secrets or know-how, whether written or oral, disclosed by VADAR® to the Municipality in connection with this Agreement, relating to the Disclosing Party’s present or proposed products (including but not limited to any source code, object code, user interface screens, algorithms, product designs, product architecture, database schema), financial data and operations, business strategies, customer lists and customer related matters, marketing activities, pricing or salary data, negotiations and contracts, or other information of a confidential or proprietary nature.

1.0 Term and Renewal.

1.1 Agreement Term

The term of this Agreement is for three (3) year(s) from July 1, 2023 to June 30, 2026. VADAR® shall provide Software and Services/Support according to the terms set forth in Exhibits, “Attachment A” and “Attachment B”. Assuming neither party is in default, the Parties may renew their agreement at the end of this term for such other terms and under such conditions as the Parties may agree, according to a schedule of mutually acceptable rates and terms.

1.2 Assignment of Municipal Project Manager

Municipality agrees, for the term of the agreement as stated above, to assign one individual to act as the Project Manager (hereinafter “Project Manager”) for the duration of the Agreement. Project Manager shall be the central liaison and primary contact person for VADAR® for all matters relating to the installation, implementation and support of the Software. Project Manager agrees to assist VADAR® in setting priorities and timetables and managing customization requests and application enhancements between VADAR® and the appropriate municipal departments.

2.0 Products and Application.

2.1.Provision of Software and Software Licenses

During the term of this Agreement, VADAR® shall provide the Municipality, relational database Software according to and in compliance with Massachusetts State Laws for the Municipality’s use in connection with the Municipality’s processing of tax and financial information. Municipality, not VADAR®, shall be responsible for the utilization of the Software and input and maintenance of any necessary data other than conversions described in Section 4.0 and other than the Services detailed and described in “Attachment A” attached hereto.

VADAR® shall provide Municipality with software licenses of the Software consistent with the terms outlined and contained in Exhibits, “Attachment A” and “Attachment B”. Should Municipality desire to have the Software installed for other departments, then VADAR® shall provide additional Software and Support upon a mutually agreeable schedule of rates and terms for said additional items.

2.2 Software Support

During the term of this Agreement VADAR® shall provide Municipality toll free, telephone technical support of the Software, Monday through Friday, from 8:30 AM to 5:00 PM, Eastern Standard Time.

3.0 Training

Any on-site training time shall be billed according to a schedule of rates and terms in Attachment A or, if the Parties agree otherwise, according to a schedule of rates to be negotiated between

VADAR® and municipality.

4.0 Provision and Protection of Information.

4.1 Format of Data

It shall be Municipality's exclusive obligation to provide all necessary, accurate, readable data to VADAR® for the initial conversion, setup and continued maintenance of database records. Client shall provide VADAR® all data files, including initial information for initial file set-up, Software configuration and data conversion, in readable, unencrypted, unpacked, ASCII text files formatted for the Personal Computer. VADAR® will not accept encrypted, packed, or unreadable files of any type. Time frames and timetables for all deliverables including but not limited to data conversion, Software configuration, Software installation, Software implementation and Software training shall begin with the confirmed RECEIPT of readable data files in VADAR® 's required file format from Municipality. Receipt of unreadable data files, receipt of data files that do not contain all necessary information, or receipt of data files that are not in VADAR®'s required format shall not trigger any such time frames or timetables.

4.2 Municipality's Conversion Responsibilities

Municipality shall bear sole responsibility to provide VADAR® data files for conversion and update purposes. VADAR® is not responsible for retrieving any data from Municipality's current software system. Municipality shall bear sole responsibility to pay all costs associated with providing readable files to VADAR® including costs incurred in utilizing a third party conversion vendor.

4.3 Third Party Data Vendor Relationships

It is the sole responsibility of Municipality to create, maintain, interface and manage any and all relationships between data files and third party vendors including but not limited to deputy tax collectors, collection agencies, attorneys, software companies and financial institutions. VADAR® will make all reasonable efforts to assist Municipality in physically interfacing data files from such third party vendors with the Software. It is the sole responsibility of Municipality to pay for all costs including but not limited to licensing costs, transaction costs and usage costs associated with any data files being provided, maintained or supplied by any third party vendor to fulfill the terms of this Agreement.

4.4 Validation of Data

VADAR® shall perform data conversion and cross validation of received and accepted data files only. Municipality shall troubleshoot file discrepancies, perform any necessary data entry and correction, and perform final reconciliation and validation of converted files. VADAR® shall make all reasonable efforts to assist Municipality in reconciling converted data. Limits and terms concerning VADAR®'s data conversion responsibilities are set forth in Attachment A.

4.5 Reliance and Indemnification

VADAR® shall be entitled to rely upon all such information, provided by the Municipality, in connection with systems and services to be rendered hereunder. Municipality shall indemnify and hold harmless VADAR® from and against any and all loss, cost, damages, expenses or fees,

including reasonable attorney fees, incurred by VADAR® if all or any portion of such information is found to be untrue, incomplete or misleading in any respect.

5.0 Reserved

6.0 Warranties.

6.1 Terms

VADAR® warrants its products to follow state guidelines and procedures for the collection and maintenance of property tax receivables and revenue applications provided for under State Laws as of the date of this Agreement. Any future statutory changes after the date of this Agreement may result in additional billing to the Municipality. VADAR® warrants that the Software and Services shall be free from infringement of any rights of third parties.

6.2 Indemnification by VADAR®

VADAR® shall indemnify and hold harmless the municipality from and against any and all loss, cost, damages, expenses and fees, including reasonable attorney's fees, incurred by the municipality for any violation of the provisions of this Section 6.0 by VADAR®.

7.0 Payment.

7.1 The Municipality shall pay VADAR® for the products as referred to in Attachment A.

7.2 VADAR® shall submit annual invoices for additional years' support and maintenance to the Municipality and the Municipality shall pay those invoices within thirty (30) days of receipt. Failure to pay within thirty days shall be considered a default of this Agreement. Failure to cure said default within 15 days may result in termination of this agreement and surrender of all applications to VADAR®.

7.3 Any delay or forbearance by VADAR® in enforcing any of said payment default provisions, are discretionary to VADAR®, and shall not be construed as a modification or waiver of any and all remedies that are available to VADAR®.

8.0 Intellectual Property

8.1 Title and full ownership rights to the Software, as well as any or all object or source code, screen interface design, system reporting, and dunning notices are the proprietary intellectual property and trade secrets of VADAR® Systems, Incorporated. Municipality understands and agrees that said Software is being utilized under a leasing/licensing and support agreement whereby the Municipality leases the Software and VADAR® Systems, Inc. supports and maintains the Software during the terms of this agreement.

8.2 No part of the Software may be reproduced, redistributed, transmitted, transcribed, stored in any retrieval system, or translated into any human or computer language, in any form or by any means, without the express written permission of VADAR® Systems, Inc., 20 Main Street, Suite

G1, Acton, MA 01720. The Municipality, however, is permitted to perform data and application back-ups of the Software for internal use within the Collector/Treasurer's or Finance office(s) only.8.3 The term "VADAR®" is a registered trademark.

9.0 Termination of Contract

9.1 Breach and Notice of Cure

Subject to the provisions of the section entitled "Force Majeure", if the Municipality shall fail to fulfill, in a timely and satisfactory manner, its obligations under this Agreement, or if Municipality shall violate any of the covenants, conditions, or stipulations of this Agreement, which failure or violation shall continue for twenty one (21) business days after written notification of such failure or violation is received by Municipality, then VADAR® shall thereupon have the right to terminate this Agreement by giving written notice to Municipality of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination.

9.2 Surrender of Property

Upon any termination of this Agreement, subject to the Section entitled "Surrender", each party shall return to the other party all materials of such other party then in the returning party's possession. Ownership of each party's materials shall remain with the party originally owning the same.

9.3 Equitable Relief

The parties acknowledge that monetary damages may not be adequate in the event of a breach of this Agreement and that the non-breaching party shall be entitled to equitable and injunctive relief in addition to any other available legal remedies

10.0 Surrender.

10.1 Upon the termination of this Agreement, at VADAR®'s request, the Municipality shall within 30 days, surrender all copies of the Licensed Software, any applications owned by VADAR®, all Modifications and all tangible embodiments of, and all other VADAR® property, in good order and condition. Rights of ownership or possession of said VADAR® property and of the Software will not transfer to the Municipality.

10.2 Termination of this License will serve to terminate all licenses to the Licensed Software granted hereunder.

10.3 The Municipality agrees and consents that VADAR® has the right to entry to enforce such surrender. In the event of any breach of these provisions by Municipality, Municipality shall be liable for, and agrees to pay, any and all reasonable costs of such enforcement, including reasonable attorney's fees.

10.4 VADAR® agrees and consents upon termination of this Agreement, at Municipality's request, to provide Municipality in a timely fashion electronic and/or hardcopy of all municipal data records stored within the Software. All data stored within the Software remains the property

of Municipality and right of ownership or possession of said municipal data records will not transfer to VADAR®.

11.0 Integration and Modification.

11.1 This instrument, together with any attachments expressly referred to herein, contains the entire Agreement between the parties. However, should either party from time to time request changes to the Agreement, such changes shall be effective when mutually agreed upon between the Municipality and VADAR® and incorporated in writing in this Agreement. Any changes in terms or conditions of this Agreement must be consistent with federal and state laws or where applicable, the Municipality's by-laws. In the event of a conflict between a Municipality's by-law and applicable state or federal law, state or federal law shall supersede.

11.2 In the event of a conflict between the provisions of the main body of this agreement, and any attached exhibits, documents, appendices or other materials, the provisions of this Agreement shall take precedence.

11.3 Modifications hereto shall be in writing and signed by authorized representatives of both parties. In the absence of information to the contrary, it shall be reasonable for either party to rely upon the other party's authority to sign and bind their respective principal.

12.0 Applicability of State Law.

This Agreement is made subject to and shall be interpreted and construed in accordance with the laws of The Commonwealth of Massachusetts.

13.0 Assignment

This Agreement and the rights and obligations of either party may not be assigned or transferred voluntarily or involuntarily, by operation of law, without the prior written consent of either party. Such assignment, whether voluntarily or by operation of law, unless with the prior written consent of the other party, shall give either party the right to terminate said Agreement.

14.0 Reserved

15.0 Indemnification

15.1 VADAR® will defend, indemnify and hold harmless Municipality from claims against Municipality that the Software or Services infringe any patent, copyright, trade secret or other right of any third party, provided that Municipality promptly advises VADAR® of the existence of such claim. VADAR® shall have the sole control of the defense and settlement of any such claim. Municipality shall have the right, at Municipality's expense, to engage separate legal counsel to participate in such defense. If the Software or Services is found to infringe any such rights or if VADAR® is enjoined from the continued provision thereof or of any portion thereof, VADAR® shall, at its sole expense, either (a) obtain a license from all necessary third parties to

permit such continued provision, or (b) replace or modify the applicable portions to eliminate such infringement, provided that no such replacement or modification shall cause a degradation in functionality or performance.

15.2 Municipality will defend, indemnify and hold harmless VADAR® from any loss, damage, cost or expense VADAR® may incur as a result of the negligence or willful misconduct of Municipality in connection with its performance or failure of performance hereunder or from any claim that Municipality's performance hereunder violates or is contrary to any banking or related law or regulation.

15.3 In the event a party fails to exercise its duty to defend under any provision of this Section 15.0 upon reasonable written notice, the other party shall have the right to control such defense and to charge the party contractually obligated to conduct such defense therefore.

16.0 Force Majeure

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or time of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delays.

17.0 Survival

The obligations contained in Sections 8.0 and 9.0 survive the termination or completion of this Agreement.

18.0 Miscellaneous

18.1 Notices

All notices and other communications given in connection with this agreement shall be in writing and shall be sent via certified mail.

18.2 Waivers

Any waiver by a party of the breach of any provision hereof shall not constitute a waiver of any subsequent breach of the same or any other provision

19.0 Severability

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then all parties will be relieved of the obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable, or void, it being the intent and agreement of the

parties, that this Agreement will be deemed amended by modifying the provision to the minimum extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objective. If the remainder of this Agreement is capable of substantial performance, then it shall be enforceable to the extent permitted by law

20.0 Headings

All headings contained in this Agreement have been inserted for convenience of reference only and shall be of no force or effect in any construction or interpretation hereof. Terms of gender will be deemed interchangeable, as will singular and plural terms, in each case unless the context otherwise requires.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly appreciated representatives.

VADAR® Systems, Inc.

Francis J. Natale, CEO

Frank Natale, Chief Executive Officer

6/1/2023

Date

The Municipality

Date



VADAR® Systems, Inc.

Financial Software Proposal for Dunstable, MA

Date: 6/1/2023

	<u>Annual Cost</u>
<u>Software Licenses & Support Charges:</u>	
Town Hall Base Accounting Package	\$1,943.99
General Ledger, A/P, Budgeting, Treasurer's Receipts	included
VADAR® Tax Suite	\$3,990.00
Real Estate & Personal Property Billing & Collection	included
Motor Vehicle Excise Billing & Collection	included
Municipal Lien Certificates	included
Abatement / Exemptions	included
Patriot Assessing Data bridge	included
Delinquent Real Estate & Tax Takings	included
Tax Title	included
Collector Revenue Turnover - Premium	included
Discount on Tax Suite	-\$1,990.00
Payment Plan Adjustment for Tax - 6 Year 0% Interest	\$3,391.67
<u>Annual Software & Support Subtotals:</u>	<u>\$7,335.66</u>
<u>VADAR Cloud - 5 Users:</u>	<u>\$3,950.00</u>
<u>Annual Totals - Software & Cloud:</u>	<u>\$11,285.66</u>

Additional Optional Services:

VADAR Cloud - \$990 per cloud user account per year (annual cost)

Workflow Process and Procedure Consulting - \$990 per visit

Additional on-site training is \$790 per visit

Additional Notes:

This proposal is reflective of a three (3) year contract renewal from July 1, 2023 through June 30, 2026.

No manual data entry included

Approved custom Programming or approved special programming quoted on a project basis

VADAR Cloud includes 24/7 secure Internet access to all data and applications, remote server monitoring, anti-virus software, daily data backups & disaster recovery

VADAR Cloud requires reliable high speed Internet connection

Proposal valid through June 30, 2023

Attachment B

**APPLICATION SERVICES PROVISION AGREEMENT -
MUNICIPALITY OF DUNSTABLE, MA**

1. Overview

VADAR is an Application Service Provider, "ASP", that deploys, hosts, manages and rents access to software applications on computer hardware located at a centrally managed facility. VADAR will provide Municipality of Dunstable, MA, hereafter " End User", with the ASP Services described in Section 2 of this Agreement.

2. Deliverables

Managed Hosted IT Services Overview

The following support services provided under this agreement.

<i>Services:</i>	
Hosted Infrastructure, Management, and Support Components	VADAR Application Delivery via Citrix <ul style="list-style-type: none">▪ End User access to VADAR software via Citrix XenApp▪ Fully Managed Backup and Offsite Replication▪ Anti-Virus, Patch Management and Inventory of Server Infrastructure▪ All Server Software licenses for hosted environment are included and managed by VADAR▪ All Servers and data located in a Secure, Environmentally Controlled Data Center▪ All Servers monitored and supported by VADAR 24x7

3. Cost Summary

This project will be conducted on a fixed-price basis. All fees and schedules associated with this statement of work are based on a mutual acceptance of, and commitment to, the Scope of Services, Assumptions, Requirements, and supporting information contained in this Agreement.

Vadar Systems Total Solution Investment Includes:		
Base Fee:	Cost per user account per year	Number of users
Basic Services For VADAR Fund Accounting & Tax Suites	Attachment A	Attachment A
Total Yearly Fee	Attachment A	

4. Assumptions

- In the event that support issues arise outside of what is supported in this Agreement, VADAR will discuss any fee and schedule impact with End User. End User shall agree in writing to have any out of scope services performed by VADAR prior to VADAR providing such out of scope services.
- VADAR shall not be liable for any other vendor-provided software/hardware support charges associated with escalating the troubleshooting of other vendor-specific support issues. These issues will be identified and reported to End User for approval.
- VADAR will work with third-party application vendors on a best-effort basis to assist in troubleshooting application-specific support issues.

5. Terms and Conditions

THIS APPLICATION SERVICES PROVISION AGREEMENT (this "Agreement") is entered into and made effective on July 1, 2023, between VADAR Systems, Inc. ("VADAR"), a Massachusetts Corporation located at 20 Main Street, Suite G1, Acton, MA 01720, and the Municipality of Dunstable, MA ("End User") located at 511 Main St., Dunstable, MA 01827.

WHEREAS VADAR is an Application Service Provider and deploys, hosts, manages and rents access to software applications on computer hardware located at a centrally managed facility (the "ASP Services"); and,

WHEREAS End User desires to subscribe for the ASP Services and software applications (the "Software Applications") as set forth in Section 3 which is incorporated into this Agreement by this reference.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

By accepting this Statement of Work ("Agreement"), End User agrees to be bound by the following terms and conditions:

The term of this Agreement for VADAR's Cloud Solution is for three (3) year(s) from July 1, 2023 to June 30, 2026. Should End User believe that VADAR is in material breach of its obligations under this Agreement, End User shall notify VADAR in writing within 10 days of the date End User first has such belief. Upon receipt of such notification, VADAR shall have 30 days to cure such breach. If VADAR fails to cure a material breach within 30 days of notification by End User, then End User may terminate this Agreement by providing a 30 day written notice.

Recommendations on Laptops and Desktops:

Laptops and Desktops are recommended to meet the following minimum requirements:

- Pentium IV Processor
- 1 GB of RAM
- 40GB Hard Drive
- Current Warranty with Manufacturer
- Windows 10+

If any of these requirements are not met, VADAR reserves the right to charge End User hourly for any services performed in conjunction with each computer and end user.

ASP End User Helpdesk Support Restrictions:

End User Helpdesk Support is strictly remote support and does not include hardware support. Any services performed onsite or to restore computer to original settings are billed hourly.

Restrictions on Printers:

Printer types vary greatly and VADAR does not have access to or experience with every printer on the market. Although most printer brands function properly with the VADAR host site, VADAR cannot warranty that all printers will be compatible with a terminal services configuration.

Connectivity Requirements and Restrictions:

End User is responsible for providing connectivity to VADAR's hosting infrastructure. VADAR strongly recommends two independent business class Internet Services with appropriate bandwidth for high availability.

Fees and Payment Terms:

- a. Fees: The fees for the ASP Services shall be as set forth in Section 3 of this agreement. Fees for Additional ASP Services or Related Services shall be as mutually agreed to by the parties and set forth in writing.
- b. Billing and Payment Terms. VADAR will invoice End User for the ASP services. Within thirty (30) days of receipt of each invoice, End User will pay to VADAR the entire amount due in United States currency.

Backup, Restore and Disaster Recovery Restrictions:

Managed Data Backups and IT Continuity include daily and weekly backups of End User data provided under this Agreement. Any backups of on premise End User owned systems are outside of this agreement.

Backup Retention:

Unless otherwise stated herein, VADAR provides the following backup retention per client:

- Base Full backup
- All Monthly Incremental backups (Monthly retention will be defined by storage availability on the BDR)
- Five weekly incremental backups
- Fourteen daily incremental backups
- Three days of intra-daily incremental backups
- Offsite backups are current Image. With Current Image, all incremental files are collapsed back into the Base Image creating a Synthetic Base Image. The Current Image available at the data center will be up to the last successfully transmitted incremental offsite. With the Current Image VADAR is able to restore a complete image of the server from the time the last daily incremental backup was received at the data center.

Storage Management:

Storage provided in VADAR's data center is pooled across the servers provided. Storage may be re-allocated as needed no more than four (4) times per year. This does not include the addition of new storage, only the re-allocation of existing storage across existing systems. Storage for onsite servers will vary based on the role of said server. VADAR cannot guarantee provisioned storage will be adequate for every client's growth needs. End User may incur additional charges if storage requirements outpace storage provided in onsite hardware.

Additions to Services:

From time to time End User may expand or contract for different levels of services. VADAR will audit use of services at least monthly and adjust billing for any and all items as needed. VADAR will consider the addition or subtraction of users, licenses, software, disk space or any other services a change and adjust the bill on a prorate basis as needed.

System Availability:

VADAR's availability goal is 98% uptime and is measured in a 365 day year calendar. "Downtime" is defined as the End User's inability to connect either to VADAR's core router, or VADAR's core firewall due to a failure by a VADAR owned and managed component.

Exclusions:

- Maintenance windows, both scheduled and emergency, are not included in the availability goal and do not impact the calculation of uptime/system access. VADAR has a regular weekly maintenance downtime window utilized for system patching and maintenance.
- Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of third party utility or telecommunications systems or the Internet, which may substantially delay, materially interfere with or render impossible the provision by VADAR of some or all of the Services.
- VADAR shall not be responsible for any delays, problems arising, or for its failure to meet service levels, caused by (a) the failure or poor performance of End User's internal computing systems, or local or wide area network or Internet connections; (b) the failure or poor performance of End User's power source and/or power supply; (c) any changes or modifications made to End User's operating system, environment, or equipment, other than those made by VADAR or its agents; (d) any unauthorized access to End User's computing systems; (e) End User's failure to perform its

obligations under this Agreement; or (f) any failure outside of VADAR's control, including, but not limited to, failure of telecommunications lines or failure of Internet service.

Confidential Information.

- Each party acknowledges that it will have access to certain Confidential Information (as defined below) of the other party and agrees that it will not use for its own account or the account of any third party (except as required by law), any of the other party's Confidential Information or, disclose such Confidential Information to any third party, except to its own employees and contractors on a need-to-know basis (and who are themselves bound by a non-disclosure obligations at least as strict as the obligations contained herein) and will take reasonable precautions to protect the confidentiality of such information. "Confidential Information" refers to: (i) the terms and conditions of this Agreement; (ii) each party's trade secrets, business plans, business data and processes, strategies, methods and/or practices; (iii) any and all information which is governed by any now-existing or future non-disclosure agreement between the parties; and (iv) any other information relating to either party which is not generally known to the public, including information about either party's personnel, products, customers, finances, marketing strategies, services, or future business plans. The parties may specifically designate certain information as being Confidential Information whether by marking the information "confidential" or otherwise, however, information not so marked and which falls within the scope of this Section shall be treated as Confidential. Unless otherwise provided in this Agreement, upon termination of this Agreement, the parties shall immediately return or destroy all Confidential Information of the other party.
- Exceptions. Information is not Confidential Information if it (a) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (b) becomes known to the receiving party directly or indirectly from a source other than the disclosing party or a person having an obligation of confidentiality to the disclosing party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement; or (d) is independently developed by the receiving party.

6. Engagement Agreement

The signatures below indicate End User's and VADAR's understanding of and agreement to the deliverables, assumptions, risks, billing estimates, and expenses and terms identified in this Agreement.

End User	VADAR
Name:	Name: Francis J. Natale, CEO
Signature:	Signature: <i>Francis J. Natale, CEO</i>
Title:	Title: CEO
Date:	Date: 6/1/2023

MEMORANDUM

TO: Members of the Select Board and Advisory Board
FROM: Jason Silva, Town Administrator
DATE: June 14, 2023
RE: FY23 Year End Budget Transfers

Attached is an itemized list of year end budget transfers needed to close FY23. In total, \$119,180 of budgetary transfers are necessary.

Massachusetts General Law, Chapter 44, Section 33B allows for a town, during May and June, and the first 15 days of July of the new fiscal year, through its Select Board, with the agreement of the Advisory Board, to transfer any amount from a departmental or other appropriation to any other appropriation, other than for the use of a municipal light department or a school department, to any other appropriation.

As you know, the amount of any appropriation available to be used as a financing source for another appropriation is the unspent and unencumbered balance, i.e., the amount after all potential liabilities to be charged to the appropriation are considered.

Below I have provided a summary of the end of year transfers and the rationale for each of them:

Accounting - \$70

A minor \$70 adjustment is needed to cover FY23 wages for the remainder of the fiscal year.

Treasurer/Collector - \$41,000

A salary adjustment of an anticipated \$11,000 is needed to cover an existing deficit in the amount of \$5,080 and salary costs through the remainder of the year. The budget variance in salaries was caused by the overlap in salaries being paid to the former Treasurer/Collector and the current Treasurer/Collector, and the current Treasurer/Collector receiving a higher salary than what was budgeted.

A transfer in the amount of \$30,000 to Professional and Technical is needed to cover an existing deficit of \$23,101 and expenses through the end of the fiscal year. Reconciling cash had not been done since the beginning of the fiscal year (August). To catch-up, it was necessary to bring on contract services to perform 8 months of cash reconciliation work. To-date we have

expended \$24,188, and it is anticipated the Town will need an additional \$5,000-\$6,000 to reconcile cash through March. Bonnie Ricardelli, who started back with the Town as interim Treasurer/Collector in April, will complete the remainder of the fiscal year.

Selectmen - \$4,500

The \$4,500 transfer is needed to cover an existing deficit in the amount of \$3,564, primarily to cover the cost of the Town's membership dues for the Northern Middlesex Stormwater Collaborative in the amount of \$4,800 through NMCOG. This request will also allow for funds to cover expenses through the end of the fiscal year.

Town Counsel - \$20,000

The \$20,000 transfer is necessary to cover an existing deficit in the amount of \$12,621 in the Town Counsel budget and legal services through the remainder of the fiscal year.

Streetlights - \$2,600

The \$2,600 transfer request is needed to cover an existing deficit in the amount of \$469 and street light charges through the end of the fiscal year.

Town Hall - \$15,000

The \$15,000 transfer is needed due to an existing deficit of \$8,555 primarily caused by expenditures related to energy and utilities, and property-related services, the majority of which account for landscaping and copier/printer related costs. This request will also cover expenditures through the end of the fiscal year including unanticipated expenses to repair the irrigation system at Town Hall.

Election - \$710

A \$710 adjustment is needed to cover FY23 Election wages already incurred.

Fire - \$12,800

The Fire Department is requesting a total of \$12,800 in transfers to multiple budget line items to close out FY23 and cover an existing budget deficit of \$7,203.51 in the Department's expense lines. A breakdown of the transfer requests is as follows:

- \$3,221.60: Phone bills and other general expenses to close existing deficit
- \$2,000: Hydrostatic cylinder testing
- \$1,000: Epi Pens
- \$778.40: Fuel for apparatus
- \$2,100: Energy costs
- \$3,700: Apparatus maintenance, inspections, related fees

The Fire Department is covering this transfer within their existing appropriation, moving funds from salary to expense lines.

Water - \$10,000

The Water Department budget did not include salary expenses which will be covered by this transfer request.

Snow and Ice - \$12,500

The transfer is necessary to balance out the salary budget and the Highway Department is covering this transfer within their existing appropriation, moving funds from expense to salary lines.

Account Number - Transfer to	Account Name - Transfer to	Amount Requested	Account Number - Transfer from	Account Name - Transfer from	Remaining Balance
0001-01-135-5120-0000-001	Accounting Clerical Wages	\$70.00	0001-01-135-5300-0000-005	Accounting Professional and Technical	\$1,686.01
0001-01-162-5120-0000-005	Election and Registrar Wages	\$710.00	0001-01-161-5122-0000-000	Town Clerk Interim/Election Consulting	\$9,311.13
0001-01-145-5120-0000-000	Treasurer's Salary	\$11,000.00	0001-09-914-5700-0000-000	Group Health Insurance	\$152,530.66
0001-01-145-5300-0000-005	Treasurer's Professional and Technical	\$30,000.00	0001-09-914-5700-0000-000	Group Health Insurance	\$122,530.66
0001-01-122-5730-0000-005	Selectmen Dues and Membership	\$4,500.00	0001-09-914-5700-0000-000	Group Health Insurance	\$118,030.66
0001-01-151-5300-0000-000	Town Counsel Professional Legal Services	\$20,000.00	0001-09-914-5700-0000-000	Group Health Insurance	\$98,030.66
0001-04-424-5120-0000-000	Street Lights Energy	\$2,600.00	0001-09-914-5700-0000-000	Group Health Insurance	\$72,430.66
6500-04-450-5120-0000-001	Water Clerical Wages	\$10,000.00	0001-09-914-5700-0000-000	Group Health Insurance	\$85,430.66
0001-01-192-5210-0000-005	Town Hall Energy	\$10,000.00	0001-09-914-5700-0000-000	Group Health Insurance	\$75,430.66
0001-01-192-5230-0000-005	Town Hall Non-Energy Utilities	\$2,700.00	0001-09-914-5700-0000-000	Group Health Insurance	\$72,730.66
0001-01-192-5290-0000-005	Town Hall Other Property Related Services	\$2,300.00	0001-09-914-5700-0000-000	Group Health Insurance	\$70,430.66
0001-02-220-5340-0000-005	FD Communications	\$3,221.60	0001-02-220-5130-0000-001	FD Overtime	\$3,778.40
0001-02-220-5580-0000-005	FD Supplies/Equipment	\$2,000.00	0001-02-220-5130-0000-001	FD Overtime	\$1,778.40
0001-02-220-5500-0000-005	FD EMS Supplies	\$1,000.00	0001-02-220-5130-0000-001	FD Overtime	\$778.40
0001-02-220-5480-0000-005	FD Fuel/Vehicular Supplies	\$778.40	0001-02-220-5120-0000-001	Fire Chief Wages	\$0.00
0001-02-220-5210-0000-001	FD Energy	\$2,100.00	0001-02-220-5120-0000-001	Fire Chief Wages	\$38,750.51
0001-02-220-5240-0000-005	FD Apparatus/Vehicle Repairs and Maintenance	\$3,700.00	0001-02-220-5120-0000-001	Fire Chief Wages	\$35,050.51
0001-04-423-5110-0000-000	Snow Removal Wages	\$12,500.00	0001-04-423-5530-0000-001	Snow Removal Supplies Salt	\$62,639.73
TOTAL		\$119,180.00			

REQUEST FOR TRANSFER OF APPROPRIATIONS
In accordance with Chapter 77 of the Acts of 2006,
MGL Chapter 44, §33B & Chapter 218 of the Acts of 2016

TO: BOARD OF SELECTMEN
FINANCE COMMITTEE

DATE: 6/2/23

FROM: Will Farrell

OFFICER/DEPT HEAD: Fire

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006, MGL Chapter 44, §44, as amended by the Municipal Modernization Act of 2016 (Chapter 218, §75-76, of the Acts of 2016), provides a mechanism for year-end transfers between departmental appropriations in towns without the necessity of a town meeting vote.

In reviewing your request, the Board of Selectmen, with the concurrence of the Advisory Board (Finance Committee) will consider the following:

 Whether the last 2 months of fiscal year or first 15 days of the new fiscal year to apply to the previous fiscal year.

Amount requested: \$ 3,221.60

To be transferred to: 0001-02-220-5340-0000-005 - FD Communications
(Name & Number)

To be transferred from: 0001-02-220-5130-0000-001 - FD Overtime
(Name & Number)

Balance remaining in appropriate from which transferred: \$ 3,778.40

The amount requested to be used for the following reasons:
to cover phone bills and existing FY23 deficit in expenses

Action by the Board of Selectmen

Action by the Advisory Board (FinCom)

Date of Meeting

Date of Meeting

Vote: Yes [] No []

Vote: Yes [] No []

Transfer voted in the sum: \$

Transfer voted in the sum: \$

Chair, Board of Selectmen

Chair, Advisory Board (FinCom)

REQUEST FOR TRANSFER OF APPROPRIATIONS
In accordance with Chapter 77 of the Acts of 2006,
MGL Chapter 44, §33B & Chapter 218 of the Acts of 2016

TO: BOARD OF SELECTMEN
FINANCE COMMITTEE

DATE: 6/2/23

FROM: Will Farrell

OFFICER/DEPT HEAD: Fire

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006, MGL Chapter 44, §44, as amended by the Municipal Modernization Act of 2016 (Chapter 218, §75-76, of the Acts of 2016), provides a mechanism for year-end transfers between departmental appropriations in towns without the necessity of a town meeting vote.

In reviewing your request, the Board of Selectmen, with the concurrence of the Advisory Board (Finance Committee) will consider the following:

 Whether the last 2 months of fiscal year or first 15 days of the new fiscal year to apply to the previous fiscal year.

Amount requested: \$ 2,100

To be transferred to: 0001-02-220-5210-0000-001 - FD Energy
(Name & Number)

To be transferred from: 0001-02-220-5120-0000-001 - Fire Chief Wages
(Name & Number)

Balance remaining in appropriate from which transferred: \$ 38,750.51

The amount requested to be used for the following reasons:
to pay the remaining Nexamp bill which has also increased recently

Action by the Board of Selectmen

Action by the Advisory Board (FinCom)

Date of Meeting

Date of Meeting

Vote: Yes [] No []

Vote: Yes [] No []

Transfer voted in the sum: \$

Transfer voted in the sum: \$

Chair, Board of Selectmen

Chair, Advisory Board (FinCom)

REQUEST FOR TRANSFER OF APPROPRIATIONS
In accordance with Chapter 77 of the Acts of 2006,
MGL Chapter 44, §33B & Chapter 218 of the Acts of 2016

TO: BOARD OF SELECTMEN
FINANCE COMMITTEE

DATE: 6/2/23

FROM: Will Farrell

OFFICER/DEPT HEAD: Fire

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006, MGL Chapter 44, §44, as amended by the Municipal Modernization Act of 2016 (Chapter 218, §75-76, of the Acts of 2016), provides a mechanism for year-end transfers between departmental appropriations in towns without the necessity of a town meeting vote.

In reviewing your request, the Board of Selectmen, with the concurrence of the Advisory Board (Finance Committee) will consider the following:

 Whether the last 2 months of fiscal year or first 15 days of the new fiscal year to apply to the previous fiscal year.

Amount requested: \$ 2,000

To be transferred to: 0001-02-220-5580-0000-005 - FD Supplies/Equipment
(Name & Number)

To be transferred from: 0001-02-220-5130-0000-001 - FD Overtime
(Name & Number)

Balance remaining in appropriate from which transferred: \$ 1,778.40

The amount requested to be used for the following reasons: _____

Action by the Board of Selectmen

Action by the Advisory Board (FinCom)

Date of Meeting

Date of Meeting

Vote: Yes [] No []

Vote: Yes [] No []

Transfer voted in the sum: \$ _____

Transfer voted in the sum: \$ _____

Chair, Board of Selectmen

Chair, Advisory Board (FinCom)

REQUEST FOR TRANSFER OF APPROPRIATIONS
In accordance with Chapter 77 of the Acts of 2006,
MGL Chapter 44, §33B & Chapter 218 of the Acts of 2016

TO: BOARD OF SELECTMEN
FINANCE COMMITTEE

DATE: June 6, 2023

FROM: Highway

OFFICER/DEPT HEAD: [Signature]

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006, MGL Chapter 44, §44, as amended by the Municipal Modernization Act of 2016 (Chapter 218, §75-76, of the Acts of 2016), provides a mechanism for year-end transfers between departmental appropriations in towns without the necessity of a town meeting vote.

In reviewing your request, the Board of Selectmen, with the concurrence of the Advisory Board (Finance Committee) will consider the following:

_____ Whether the last 2 months of fiscal year or first 15 days of the new fiscal year to apply to the previous fiscal year.

Amount requested: \$ 12,500.-

To be transferred to: Snow Removal Wages
(Name & Number)

To be transferred from: Snow Removal Supplies Salt
(Name & Number)

Balance remaining in appropriate from which transferred: \$ 62,639.73

The amount requested to be used for the following reasons: Snow salaries

Action by the Board of Selectmen

Action by the Advisory Board (FinCom)

_____ Date of Meeting

_____ Date of Meeting

Vote: Yes [] No []

Vote: Yes [] No []

Transfer voted in the sum: \$ _____

Transfer voted in the sum: \$ _____

_____ Chair, Board of Selectmen

_____ Chair, Advisory Board (FinCom)

REQUEST FOR TRANSFER OF APPROPRIATIONS
In accordance with Chapter 77 of the Acts of 2006,
MGL Chapter 44, §33B & Chapter 218 of the Acts of 2016

TO: BOARD OF SELECTMEN
FINANCE COMMITTEE

DATE: 6/6/23

FROM: Susan Bresnick

OFFICER/DEPT HEAD: Jason Silva

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006, MGL Chapter 44, §44, as amended by the Municipal Modernization Act of 2016 (Chapter 218, §75-76, of the Acts of 2016), provides a mechanism for year-end transfers between departmental appropriations in towns without the necessity of a town meeting vote.

In reviewing your request, the Board of Selectmen, with the concurrence of the Advisory Board (Finance Committee) will consider the following:

_____ Whether the last 2 months of fiscal year or first 15 days of the new fiscal year to apply to the previous fiscal year.

Amount requested: \$ 2,600

To be transferred to: 0001-04-424-5210-0000-000 - Streetlights Energy
(Name & Number)

To be transferred from: 0001-09-914-5700-0000-000 - Group Health Insurance
(Name & Number)

Balance remaining in appropriate from which transferred: \$ 95,430.66

The amount requested to be used for the following reasons: _____
to cover deficit due to energy cost increase

Action by the Board of Selectmen

Action by the Advisory Board (FinCom)

Date of Meeting

Date of Meeting

Vote: Yes [] No []

Vote: Yes [] No []

Transfer voted in the sum: \$ _____

Transfer voted in the sum: \$ _____

Chair, Board of Selectmen

Chair, Advisory Board (FinCom)

REQUEST FOR TRANSFER OF APPROPRIATIONS
In accordance with Chapter 77 of the Acts of 2006,
MGL Chapter 44, §33B & Chapter 218 of the Acts of 2016

TO: BOARD OF SELECTMEN
FINANCE COMMITTEE

DATE: 6/5/23

FROM: Jason Silva

OFFICER/DEPT HEAD: Select Board

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006, MGL Chapter 44, §44, as amended by the Municipal Modernization Act of 2016 (Chapter 218, §75-76, of the Acts of 2016), provides a mechanism for year-end transfers between departmental appropriations in towns without the necessity of a town meeting vote.

In reviewing your request, the Board of Selectmen, with the concurrence of the Advisory Board (Finance Committee) will consider the following:

_____ Whether the last 2 months of fiscal year or first 15 days of the new fiscal year to apply to the previous fiscal year.

Amount requested: \$ 15,000 0001-01-192-5210-0000-005 - Town Hall Energy - \$10,000
0001-01-192-5230-0000-005 - Town Hall Non-Energy Utilities - \$2,700
To be transferred to: _____ 0001-01-192-5290-0000-005 - Town Hall Other Property Related Services
(Name & Number)

To be transferred from: 0001-09-914-5700-0000-000 - Group Health Insurance
(Name & Number)

Balance remaining in appropriate from which transferred: \$ 70,430.66

The amount requested to be used for the following reasons: _____
to cover existing deficits caused by increased energy and utilities costs, and
maintenance costs, as well as anticipated invoices related to irrigation repairs.

Action by the Board of Selectmen

Action by the Advisory Board (FinCom)

Date of Meeting

Date of Meeting

Vote: Yes [] No []

Vote: Yes [] No []

Transfer voted in the sum: \$ _____

Transfer voted in the sum: \$ _____

Chair, Board of Selectmen

Chair, Advisory Board (FinCom)

REQUEST FOR TRANSFER OF APPROPRIATIONS
In accordance with Chapter 77 of the Acts of 2006,
MGL Chapter 44, §33B & Chapter 218 of the Acts of 2016

TO: BOARD OF SELECTMEN
FINANCE COMMITTEE

DATE: 6/6/23

FROM: Susan Bresnick

OFFICER/DEPT HEAD: John O'Brien

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006, MGL Chapter 44, §44, as amended by the Municipal Modernization Act of 2016 (Chapter 218, §75-76, of the Acts of 2016), provides a mechanism for year-end transfers between departmental appropriations in towns without the necessity of a town meeting vote.

In reviewing your request, the Board of Selectmen, with the concurrence of the Advisory Board (Finance Committee) will consider the following:

_____ Whether the last 2 months of fiscal year or first 15 days of the new fiscal year to apply to the previous fiscal year.

Amount requested: \$ 10,000

To be transferred to: 6500-04-450-5120-0000-001 - Water Clerical Wages
(Name & Number)

To be transferred from: 0001-09-914-5700-0000-000 - Group Health Insurance
(Name & Number)

Balance remaining in appropriate from which transferred: \$ 85,430.66

The amount requested to be used for the following reasons: _____
the request is to cover projected deficit in the Water Department Budget

Action by the Board of Selectmen

Action by the Advisory Board (FinCom)

Date of Meeting

Date of Meeting

Vote: Yes [] No []

Vote: Yes [] No []

Transfer voted in the sum: \$ _____

Transfer voted in the sum: \$ _____

Chair, Board of Selectmen

Chair, Advisory Board (FinCom)