

# TOWN OF ERVING

**Meeting of the  
 SELECT BOARD / WATER COMMISSIONERS**  
**Followed by a Joint Meeting of the  
 SELECT BOARD, FINANCE COMMITTEE  
 & CAPITAL PLANNING COMMITTEE**  
 To be held at the Senior & Community Center  
 1 CARE DRIVE, ERVING, MASSACHUSETTS 01344

Jacob A. Smith, Chair  
 Scott Bastarache  
 James Loynd  
*Select Board*

Bryan Smith  
*Town Administrator*

## Meeting Agenda Monday, March 18, 2024

This meeting is open to the public.

### Scheduled Business

<i>Time</i>	<i>Agenda Item</i>
6:30 PM	Call to Order
7:00 PM	Joint Meeting with the Finance Committee & Capital Planning Committee- Review and Discussion Regarding FY2025 Operating & Capital Budget Requests and Recommendations

### Old Business

<i>Agenda Item</i>	<i>Section</i>
Review of Health Safety Plan Policy- Use of Town Provided Vehicles-3 <sup>rd</sup> Read	1
Review of Health Safety Plan Policy- Excavation & Trenching- 3 <sup>rd</sup> Read	2
Review Surplus Equipment Request- Public Library- 3 <sup>rd</sup> Read	3
Review Surplus Equipment Request- Recreation- 2 <sup>nd</sup> Read	4
Review of Draft Town Code of Bylaws	5
Review of Potential Annual Town Meeting Warrant Requests	6
Review & Discussion Regarding FY2025 Operating & Capital Budget Requests and Recommendations	7

### New Business

<i>Agenda Item</i>	<i>Section</i>
Review of Meeting Minutes: March 13, 2023 & February 12, 2024	8
Review of Draft Landscaping Services IFB	9
Review & Update Electric Vehicle Charging Rates	10
Review of Proposed Agreement Extension with the Franklin County Regional Housing & Redevelopment Authority	11
	12
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### Other Business

**Signing of the Treasury Warrant**

### Anticipated Next Meeting Dates

Monday, March 25, 2024

Monday, April 1, 2024

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](mailto: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.
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

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

HSP-0\_\_

Plan

## Use of Town Provided Vehicle & Equipment Plan 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 \_\_\_\_\_.

### **.02 Purpose**

This program provides safety requirements for all employees that are driving and operating a Town provided vehicle or equipment.

### **.03 Policy**

It is the policy of the Town that all vehicles and heavy equipment shall only be used for municipal purposes, in accordance with the respective policies and procedures of the department or agency that the vehicle and/or heavy equipment that it has been assigned to. Further, Town provided vehicles and heavy equipment will only be operated by employees that are authorized by the respective department supervisor, who possess the required state and/or federal license(s), and who maintains the validity of the required license(s).

### **.04 Pre-Trip Inspection**

Daily each employee that is authorized to operate a Town provided vehicle or heavy equipment is responsible for completing a pre-trip inspection, prior to operating the vehicle or heavy equipment. The inspection form is to be kept in accordance with the directive given by each department's supervisor. The daily inspection form is in Appendix A.

**.05 Maintenance**

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All vehicles and heavy equipment shall be maintained and kept in a clean, safe, and dependable condition. Authorized employees are responsible for maintaining the cleanliness of the vehicle during their use and for reporting any maintenance concerns to the respective department supervisor in a timely manner of any concerns.

**.06 Accidents**

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Any Town provided vehicle or heavy equipment that is involved in an accident, with or without property damage, will be reported to the department supervisor. The department supervisor is responsible for completing all necessary forms and reporting the accident to the Town Administrator's office.

**.07 Use of Seatbelts**

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Use of a seatbelt is mandatory while driving and operating all Town provided vehicles and heavy equipment.

**.08 Use of Backup Cameras**

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All Town provided vehicles and heavy equipment, that are equipped with backup cameras will be used in conjunction with all mirrors when a spotter is not available. [When practical,](#) prior to moving the vehicle or heavy equipment, the authorized employee will complete a walk around the vehicle or heavy equipment to check for obstructions and safety concerns.

**.09 Program & Plan/Policy Review**

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The Town's Safety Committee will be responsible for annually reviewing this policy and the Hazard Communication program review and recommend revisions to the Select Board as necessary.

## DRIVER'S VEHICLE INSPECTION REPORT

Check ANY defective item and provide details under "Remarks."

**Date:** \_\_\_\_\_

- Battery
- Brakes
- Defroster
- Drive Line
- Engine
- Horn
- Lights:
  - Head- Stop
  - Tail-Dash
  - Turn Indicators
- Mirrors

**Vehicle/Equipment No.:** \_\_\_\_\_

- Muffler
- Oil Pressure
- On-Board Recorder
- Radiator
- Rear End
- Reflectors
- Safety Equipment:
  - Fire Extinguisher
  - Flags-Flares-Fuses
  - Spare Bulbs & Fuses
  - Spare Seal Beam
- Starter
- Steering
- Tachograph
- Tires
- Transmission
- Wheels
- Windows
- Windshield Wipers
- Other

**Heavy Trucks & Equipment Only**

- [Air Compressor](#)
- [Air Lines](#)
- [Carburetor](#)
- [Clutch](#)
- [Fifth Wheel](#)
- [Front Axle](#)
- [Fuel Tanks](#)
- [Heater](#)
- Springs

**Trailer (s) No(s):** \_\_\_\_\_

- |                     |              |           |
|---------------------|--------------|-----------|
| Brake Connections   | Hitch        | Tarpaulin |
| Brakes              | Landing Gear | Tires     |
| Coupling Chains     | Lights- All  | Wheels    |
| Coupling (King) Pin | Roof         | Other     |
| Doors               | Springs      |           |

**Remarks:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Condition of the above vehicle is satisfactory

**Driver's Signature:** \_\_\_\_\_

- Above defects Corrected
- Above defects need NOT be corrected for safe operation of vehicle

**Mechanic's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Driver's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



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HSP-0\_\_

Plan

## Excavation and Trenching Safety Plan 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 \_\_\_\_\_.

### **.02 Purpose**

This program provides safety requirements for all excavation and trenching activity, regardless of whether it is a planned project or emergency.

### **.03 Responsibility**

The employer is responsible for protecting employees from cave-in at excavation sites. The employer must ensure that a daily inspection is conducted by a designated Competent Person who has completed training to identify excavation hazards and has authority to stop work and make corrections. The employer must provide training to employees and ensure that cave-in protection systems are provided when required.

### **.04 Requirements for Cave-in Protection**

Each excavation will provide safe work conditions to protect employees from cave-in.

- A. **Required for Deeper than 5 feet:** A cave-in protection system is required when employees enter an excavation deeper than 5 feet. A cave-in protection system could include trench boxes, shoring, or sloping. The only time cave-in protection is not required in an excavation deeper than 5 feet deep is if the excavation is made entirely in stable rock. Cave-in protection is always required in excavations over 5 feet deep for Type A, B or C soils.

- B. **Required for Less than 5 feet:** A cave-protection system is required for an excavation less than 5 feet deep when examination of the ground indicates a potential for cave-in.
- a. The Competent Person makes this determination in the daily inspection. The Competent Person must complete the Daily Inspection Worksheet in Appendix A.
  - b. Example signs of potential cave-in include, but are not limited to:
    - i. Water accumulation
    - ii. Upward flow of water into cut
    - iii. Water seeping out of soil
    - iv. Tension cracks or fissures
    - v. Sliding of walls
    - vi. Bulging wall or floor
    - vii. Undermined structures that are not supported
    - viii. Significant vibration or surcharge loads from nearby equipment or traffic
    - ix. Wet mud
- C. **Not Required for Less than 5 feet:** Cave-in protection is not required when an employee enters an excavation less than 5 feet deep and the daily inspection by the Competent Person provides no indication of cave-in potential. ~~€~~The designated Competent Person shall complete the Daily Inspection Worksheet in Appendix A to show that site conditions have been evaluated.

**.05 Selecting Cave-in Protective System Per Soil Type**

Soil type is used, in addition to ground conditions, to determine effective shielding (trench box), shoring, or sloping.

- A. **Assume Type C:** Public works departments may choose to assume all soil is Type C when selecting trench box, shoring, or sloping the site. A manual and visual soil test to classify soil is not required when soil is assumed to be Type C. For Type C soil, you must slope out 1.5 feet on each side for each 1 ft. of depth (i.e. 34 o from horizontal). Designs for Type C soil are provided in the OSHA excavation standard 29 CFR 1926.652. Benching is not permitted in Type C soil.
- B. **Type A, B:** The Competent Person must conduct at least one visual and manual soil test if Type C soil is not assumed ~~and~~R record these results on the Daily Inspection Worksheet. Then refer to the manufacturers tab data or engineered plan to ensure that the shoring or trench box is adequate for the soil type on the site and the depth of excavation.
- C. **Cave-In Protection Systems:** The following equipment is available to the department as owned, through rental, or loan agreement.

Task	System
Up to 20 Feet Deep	Trench box model number: <b>MLSB-612</b> Manufacturer: <b>American Shoring</b>
	Grave Shoring model number: <b>ASI-230443</b> Manufacturer: <b>American Shoring</b>
	Shoring system Manufacturer: List specs for distance between shores:
	Shoring system Manufacturer:

	<p>List specs for distance between shores:</p> <p>Sloping  <b>Type C soil:</b> 1 ft. high to 1-1/2 ft. horizontal run on each side (34°)</p> <p>Type B soil: 1 ft. high to 1 ft. horizontal run on each side (45° slope)</p> <p>Type A soil: 3/4 ft. high to 1 ft. horizontal run on each side (53°)  Type A soil (short-term): 1/2 ft. high to 1 ft. horizontal each side (63°)</p>
More Than 20 Feet Deep	Engineered system required by Professional Engineer

## **.06 Daily Site Inspections**

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### **A. Daily Inspection**

- a. Each crew will have a designated person with knowledge and training to be the “Competent Person.” The employer gives authority to the Competent Person to correct hazards at the site.
- b. The “Daily Inspection Worksheet” is completed by the designated Competent Person before any worker is allowed to enter a trench, even if the site is less than 5 feet deep (See Appendix A for worksheet).

- B. Repeating the Daily Inspection:** A reinspection is conducted using the Inspection Worksheet at the beginning of every shift, AND as needed throughout the shift. Inspections shall also be made after every rainstorm or other hazard increasing occurrence.

### **C. Verifying the Daily Inspection:**

- a. The Daily Inspection Worksheet is returned to the department Superintendent at completion of the job. The Superintendent will review the Inspection Worksheet and review the safety conditions which occurred during the project with employees to evaluate the effectiveness of the trench safety program.
- b. The Superintendent will conduct on-site inspections of excavation sites periodically to ensure that daily inspections are conducted, and cave-in protective systems are provided.

## **.07 Work Procedures**

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### **A. Utilities:**

- a. Digsafe (811) called for underground utilities. Confirmation number kept on file.
- b. Exposed utilities are supported or removed.
- c. Maintain 10 ft. clearance to overhead powerlines when operating trucks or equipment.
- d. To prevent sudden flooding, block or reduce pressure in water mains that could be exposed and accidentally damaged during excavation. Pressure should be reduced even if the actual tasks do not involve planned contact with the water main.

### **B. Wet Conditions:**

- a. Water accumulation is controlled before employees are authorized to enter excavation.
- b. Surface water is diverted or controlled.
- c. Re-inspection is conducted after a rain event.
- d. Employees are ordered to exit if water seeps from floor or walls or if water accumulation is not able to be continuously controlled.



**C. Undermined Structures:**

- a. Adjacent foundations, telephone poles, etc. are braced before employees are authorized to enter excavation.
- b. Adjacent sidewalks, pavement, walls, etc. are fully supported. When a structure becomes unsupported or unstable in any way, employees are ordered to exit the excavation.
- c. Exposed underground utility pipes are supported.

**D. Edge of Excavation:**

- a. Spoils are kept more than 2 ft. from the edge.
- b. Top of trench box/shoring reaches grade level, or extends 18" above grade if any portion of the trench is sloped.
- c. Bottom of trench box/shoring is not more than 2 ft. above bottom of excavation. The 2 ft. allowable rise is not allowable if free-flowing soil comes in at the gap.
- d. Trench boxes are installed in a manner to restrict lateral or other hazardous movement of the shield in the event of sudden lateral loads.
- e. Ladder in place for trenches deeper than 4 ft. and placed so that egress is available without traveling more than 25 feet.
- f. Workers prohibited from "riding bucket" into or out of excavation.
- g. The weight of adjacent trucks and equipment are kept a safe distance away from edge to prevent surcharge loading or vibration.
- h. Provide a warning system to prevent mobile equipment from falling over the trench edge.

**E. Hazardous Atmosphere:**

- a. Where oxygen deficiency (< 19.5% oxygen) or a hazardous atmosphere exists or could be expected to exist, the atmosphere in the excavation must be tested before employees enter excavations > 4 ft. deep.
- b. Test air for Oxygen, Carbon Monoxide, Hydrogen Sulfide, flammable levels and VOCs in landfills, underground fuel, or other contaminated soils.
- c. Test air at all levels. Do not assume that toxics are heavier than air.
- d. Test the air for Carbon Monoxide if gas/diesel powered tools are brought into or used adjacent to the excavation. Ventilate.
- e. Control dust when cutting concrete or asbestos pipe. Follow Department of Labor Standards and DEP procedures for asbestos cement pipe.

**F. Work Zone Traffic:**

- a. Traffic is controlled in accordance with the Manual on Uniform Traffic Control (MUTCD), using MUTCD signs and devices. Close street to traffic if possible.
- b. Use adequate warning signs, cones and taper per MUTCD and MassDOT.
- c. Check blind spots before any vehicle or piece of heavy equipment is moved at the site, use spotters when necessary, and conduct circle checks of DOT vehicles moving off the site.

**G. Exposure to Falling Loads:**

- a. Employees are not permitted to work under raised loads.
- b. Employees are required to stand away from equipment that is being loaded or unloaded.

**H. Personal Protective Equipment:**

- a. The following Personal Protective Equipment (PPE) is required:
  - i. ANSI Class 2 or Class 3 high-visibility reflective clothing, for all work that is located in, or adjacent to a road.
  - ii. Hardhat
  - iii. Boots that address the hazards on site.
  - iv. Safety glasses when activities could cause projectiles.

- v. Hearing protection when concrete / metal cutting tools are used.
- vi. Respirator when concrete or asbestos cutting is conducted.

- I. **Unattended Trench– Public Risk:** Trenches will not be left unattended or pose a hazard to the public. Unattended trenches must be backfilled, covered, or otherwise protected per Department of Professional Licensure (formerly Department of Public Safety) regulation 520 CMR 7.00.

#### **.08 When Municipal Employees work with a Private Contractor**

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Private contractors often conduct work on municipal property. Municipal employees should not enter an excavation created by a private contractor unless the municipality’s designated Competent Person has conducted an inspection and authorized municipal employees to enter.

#### **.09 Employee Qualifications**

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- A. The designated Competent Person must have completed “Trench Competent Person” training, per OSHA 29 CFR 1926.269 and have authority from employer to stop work, and order that cave-in protective systems be installed, and site hazards are corrected, before work continues.
- B. Other employees on site must have completed “Trench Safety” awareness training.
- C. Laborers assigned to use a grinder, saw, or other power tool must have completed training which reviews the Owner’s Manual instructions for use and maintenance of the tool.
- D. Laborers assigned to disturb Asbestos Cement Pipe must have completed “Asbestos Cement Pipe” training.
- E. Equipment operators must have a current Massachusetts Hoisting License issued by Massachusetts Department of Professional Licensure (formerly Department of Public Safety).

#### **.10 Program & Plan/Policy Review**

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The Town’s Safety Committee will be responsible for annually reviewing this policy and the Hazard Communication program review and recommend revisions to the Select Board as necessary.

## DAILY INSPECTION WORKSHEET

**How to Use this Inspection Worksheet:** A daily inspection is required at all excavation sites that workers enter, even sites less than 5 feet deep. One way to verify that the daily inspections are conducted is to complete an inspection checklist.

1. **Date:** \_\_\_\_\_ **Work Order Number** \_\_\_\_\_

2. **Excavation Address:** \_\_\_\_\_

3. **Scope:** Purpose of excavation: \_\_\_\_\_

Dimensions: Depth: \_\_\_\_\_ Width: \_\_\_\_\_ Length: \_\_\_\_\_

4. **CAVE-IN PROTECTION**

a. **Is the depth of excavation greater than 5 ft deep?** \_\_\_ Yes \_\_\_ No

If YES to 4.1, the trench is greater than 5 feet deep, cave-in protection is required.

If NO to 4.1, is there potential for cave-in as determined by the Competent Person? \_\_\_ Yes \_\_\_ No

If Yes, there is a cave-in potential, then cave-in protection is required.

Key issues to be reviewed by the competent person in determining the cave-in potential:

**Does ground have any of the following:**

	<u>Yes</u>	<u>No</u>
• Water accumulation	___	___
• Water seeping out of wall or floor	___	___
• Tension cracks or fissures	___	___
• Bulging wall or heaving floor	___	___
• Sliding walls	___	___
• Significant vibration or surcharge load	___	___
• Other _____	___	___

b. **If excavation is deeper than 5 ft, OR the Competent Person determined that there is a potential for cave-in, then cave-in protection is required.** Answer the questions below to determine cave-in protection options.

i. List the soil types, to aid in proper use of protective systems and/or required sloping.  
*Vibration, surcharge loads, and other conditions may require downgrade of soil type.*

<u>Soil Type</u> ___ Type C ___ Type B ___ Type A ___ Stable Rock
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ii. List soil tests conducted.  
*At least one manual and one visual test.*

___ No Test, assume Type C soil. ___ Soil Tested: ___ Visual: _____ <div style="text-align: right;">Manual: _____</div>
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iii. List the type or types of cave-in protection that will be used.

***Trench and Shoring:** The employer is responsible to ensure the Owner's Manuals and tab data is available and all equipment is used in accordance with manufacturer's instructions and tab data.*

___ Trench Box ___ Shoring ___ Slope ___ Trench box plus slope ___ Engineered system	<u>Max Allowable Slope</u> C: (34°) 1 ½ H: 1V B: (45°) 1H: 1V A: (53°) 3/4H: 1V Rock: (90°) Vertical
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c. Confirm proper use of protective systems and/or sloping:

i. **If sloping** is used, what is maximum allowable slope for the soil type? H:V = \_\_\_\_\_

- ii. **If shoring** is used, what are maximum spacing requirements per tab data? H: \_\_\_\_\_ V: \_\_\_\_\_
- iii. **If trench box** is used, what is the maximum depth certification? \_\_\_\_\_

**5. SAFE WORK PROCEDURES**

**UTILITIES**

- |   | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
|---|------------|-----------|------------|
| a. Digsafe 811 called for underground utilities. Conf. Number: _____                    | ___        | ___       | ___        |
| b. Exposed utilities are supported or removed.  | ___        | ___       | ___        |
| c. Water pipe pressure is shut off or reduced at excavation location.                   | ___        | ___       | ___        |
| d. 10 foot clearance between operating equipment and overhead electrical is maintained. | ___        | ___       | ___        |

**WET CONDITIONS**

- |   | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
|---|------------|-----------|------------|
| a. Water accumulation is controlled.  | ___        | ___       | ___        |
| b. Surface water is diverted or controlled.                                 | ___        | ___       | ___        |
| c. A re-inspection for cave-in potential is conducted after each rainstorm. | ___        | ___       | ___        |
| d. Employees exit if water seeps from walls or floor.                       | ___        | ___       | ___        |

**UNDERMINED STRUCTURES**

- |  | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
|--|------------|-----------|------------|
| a. Adjacent foundations, telephone poles, etc. are braced. | ___        | ___       | ___        |
| b. Adjacent sidewalks, pavement, etc. are fully supported. | ___        | ___       | ___        |
| c. Exposed underground utility pipes are supported.        | ___        | ___       | ___        |

**EDGE OF EXCAVATION**

- |  | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
|--|------------|-----------|------------|
| a. Spoils are kept more than 2 feet from edge.   | ___        | ___       | ___        |
| b. Top of trench box/shoring reaches grade level or higher.  | ___        | ___       | ___        |
| c. Bottom of trench box/shoring is less than 2 feet from floor.  | ___        | ___       | ___        |
| d. Ladder in place for trenches deeper than 4 feet   | ___        | ___       | ___        |
| e. Trench boxes are installed in a manner to restrict lateral or other hazardous movement of the shield in the event of sudden lateral loads, e.g, space between box plate and soil wall is minimized. | ___        | ___       | ___        |
| f. Weight of adjacent trucks and equipment are kept a safe distance away from edge to prevent surcharge loading or vibration.  | ___        | ___       | ___        |

**HAZARDOUS ATMOSPHERE**

- |   | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
|---|------------|-----------|------------|
| a. Test air before employees enter excavation > 4 feet deep when oxygen deficiency or a hazardous atmosphere could be expected.                   | ___        | ___       | ___        |
| b. Test air for LEL, O2, CO, and VOCs in landfills, underground fuel, or other contaminated soils. Don't assume that toxics are heavier than air. | ___        | ___       | ___        |
| c. Test air for CO if gas powered tools used in or near excavation.   | ___        | ___       | ___        |
| d. Dust control is used when cutting concrete or asbestos pipe.   | ___        | ___       | ___        |

**WORK ZONE TRAFFIC**

- |   | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
|---|------------|-----------|------------|
| a. Traffic controlled by MUTCD signs/devices. Close street if possible. | ___        | ___       | ___        |
| b. Hi-visibility reflective clothing worn.                              | ___        | ___       | ___        |
| c. Check blind spots before each vehicle is moved at the site.          | ___        | ___       | ___        |

**6. INSPECTION and VERIFICATION BY EMPLOYER**

<i>To be filled out by the Competent Person:</i>	<i>To be filled out by DPW Superintendent</i>
Name: _____ Inspection date/time _____	Name: _____ Date: _____ Signature: _____

# Library Surplus / Recycling

February 2024

The library has the following items to get rid of.

Surplus items that may be of interest:

- Acoustic guitar
- Egyptian framed art
- Desktop hanging file folder rack
- Furniture moving pads with wheels (2) (seen in picture under printer)


To be recycled/discarded:

- Large format printer
- Paper cutter with broken handle
- iMac
- Dell desktop all in one (3)
- Kindle (6)

Pictured but not available: coats, blue plastic storage bin, rolled calendar



## Surplus Property Disposition Request

<b>Department/Board/Committee</b> <u>Recreation Commission</u>	<b>Request Date:</b> <u>2/24/2024</u>
<b>Item(s) to be disposed of:</b> <u>Tennis Courts and Fence at Veteran's Field</u>	
<b>Estimated Value of Item:</b> <u>Trash and recycle the fence</u>	
<b>Description of Item:</b> <u>See attached fixed asset sheet with item descriptions; including make, model, and serial #</u>	
<b>Reason for Request:</b> <u>The Tennis courts are currently is disrepair and unable to be used. We have plans to do a complete renovation of the Park and in the redesign will have tennis courts but not in the current location.</u>	
<b>Recommended Disposition:</b> <u>We have spoken with Glenn McCrory and the DPW will demolish the tennis courts and fence.</u>	
 <b>Department Head Signature</b>	<u>2/24/24</u> <b>Date</b>

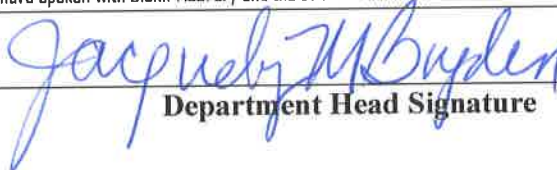
### Select Board Review

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

### Chief Procurement Officer

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

## Surplus Property Disposition Request

<b>Department/Board/Committee</b> <u>Recreation Commission</u>	<b>Request Date:</b> <u>2/24/2024</u>
<b>Item(s) to be disposed of:</b> <u>Dugouts and Fence including Bleachers</u>	
<b>Estimated Value of Item:</b> <u>zero</u>	
<b>Description of Item:</b> <u>See attached fixed asset sheet with item descriptions; including make, model, and serial #</u>	
<b>Reason for Request:</b> <u>Dugouts are in disrepair and we no longer use the field. Fence is old and needs to come down for our renovations of Veteran's Field</u>	
<b>Disposition:</b> <u>We have spoken with Glenn McCrory and the DPW will demolish the fence and the Fire Chief is willing to use the dugouts for fire practice</u>	
 <b>Department Head Signature</b>	<u>2/24/24</u> <b>Date</b>

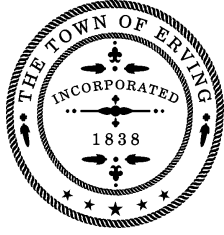
### Select Board Review

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

### Chief Procurement Officer

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





# 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](mailto:administrator@erving-ma.gov)

Jacob A. Smith, Chair  
Scott Bastarache  
James Loynd  
*Select Board*

Bryan Smith  
*Town Administrator*

March 16, 2024

To: Select Board

From: Bryan Smith, Town Administrator

RE: Potential Town Meeting Topic Requests

Based on guidance provided by the Select Board from Monday, March 11, 2024, I have drafted the following articles:

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### MULTI-YEAR CONTRACT AUTHORIZATIONS

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#### **ARTICLE \_\_: AUTHORIZATION TO SIGN A 10 YEAR AGREEMENT WITH THE TOWN OF MONTAGUE**

To see if the Town will vote to authorize the Select Board to enter into a ten (10) year contract, commencing in Fiscal Year 2025 with the Town of Montague for the treatment of wastewater, subject to the Select Board's determination that the contract is in the best interests of the Town, or take any other action relative thereto.

SUBMITTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS:

*Article Information:* Approval of this article would authorize the Select Board to sign a ten (10) year agreement with the Town of Montague for the treatment of wastewater. The towns have long shared an arrangement that allows the wastewater from the village of Millers Falls in Montague to be conveyed to the Erving Wastewater Treatment Plant #1 for treatment, in exchange for a contractually agreed upon fee. Approval of this article requires a majority vote.

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#### **ARTICLE \_\_: AUTHORIZATION TO SIGN A 10 YEAR AGREEMENT WITH THE TOWN OF MONTAGUE**

To see if the Town will vote to authorize the Select Board to enter into a ten (10) year contract, commencing on July 1, 2024, with the Franklin County Regional Housing & Redevelopment Authority, for the provision of administrative services for the Town's Community Development Block Grant activities and the Housing Rehabilitation Revolving Loan Program, subject to the



Select Board's determination that the contract is in the best interests of the Town, or take any other action relative thereto.

SUBMITTED BY: Select Board  
FINANCE COMMITTEE RECOMMENDS:

*Article Information: Approval of this article would authorize the Select Board to sign a ten (10) agreement with the Franklin County Regional Housing & Redevelopment Authority for the administration of the Town's Community Development Block Grant activities and the Housing Rehabilitation Revolving Loan Fund program. The Town and the Authority have long had a professional services arrangement for these activities and the current agreement expires this year. Approval of this article requires a majority vote.*

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## REAL PROPERTY TRANSACTIONS

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### ARTICLE \_\_: TO AUTHORIZE ACQUISITION OF PARCEL A

To see if the Town will vote to authorize the Select Board to acquire by eminent domain, or otherwise, on such terms and conditions as the Select Board shall determine, the following described parcel:

Beginning at an unmarked point in the easterly sideline of The French King Highway at Station 21+70.34, 40' Right, said point marking the northwesterly corner of land now or formerly of the Town of Erving; thence, along said French King Highway N 07°40'58" E to a MA Highway Bound; thence, S 80°42'08" E 40.01' +/- to a point at the center of a headwall; thence 174' +/- along the centerline of a dry brook and land now or formerly of The Commonwealth of Massachusetts to a 1.5" iron pipe at the centerline of said dry brook (Tie Course N 87°56'45" E 202.92'); thence, 410' +/- along centerline of said dry brook and land now or formerly of The Commonwealth of Massachusetts to a point in the centerline of said dry brook and land now or formerly of Frank Prondecki ( Tie Course S 70°45'22" E 357.05' ) ; thence, 310' +/- along the centerline of said dry brook and land now or formerly of Frank Prondecki to a point in the westerly sideline of land now or formerly of The Vermont Central Railroad ( Tie Course S 50°08'54" E 180.92' ); thence, S 81°41'33" W 69.70' along the westerly sideline of said land now or formerly of The Vermont Central Railroad to a 5/8" rebar at the top of a ravine, said point being the northeast corner of land now or formerly of the Town of Erving; thence, 755' +/- ( Tie Course N 79°35'05" W 636.87' ) along the top of said ravine and said land now or formerly of the Town of Erving to the point of beginning. Containing 1.217 acres of land +/- and being Parcel "A" as shown on plan titled "PLAN OF LAND TO BE TAKEN BY THE TOWN OF ERVING" by Daniel Salls Land Surveying dated March 05, 2024;

and further to authorize the Select Board to enter into all agreements and take all related actions necessary or appropriate to carry out said acquisitions and other acts authorized herein; or take any action relative thereto

SUBMITTED BY: Select Board  
FINANCE COMMITTEE RECOMMENDS:

*Article Information: Approval of this article would authorize the Select Board to acquire a parcel of land related to the parcel taken by the Town, in 1996, that is now used as the Police Station.*

*During a recent survey of the Police Station parcel, a discrepancy in the deed language was discovered that dates back to all deed transactions related to the property, after 1926. The area in question that is being referred to as "Parcel A" on the proposed plan for taking is largely the ravine on the property, between the Police Station and the MassDOT Highway Facility. The plan for the proposed taking is on file in the Town Clerk's office. Approval of this article requires a 2/3 vote.*

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### **Additional Topics to be Considered:**

After the last Select Board meeting, I was reminded that the Board may want to consider an amendment to Senior Work Off Program abatement limit. The limit was set at the Town Meeting in 2016 for \$750.00. The current law allows up to a \$1,500.00 and the Governor has proposed an increase to \$2,000.00 in the municipal empowerment act bill that was filled.

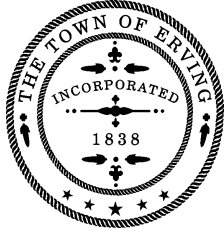
Other topics that I previously presented for consideration, include:

### **Bylaws**

- The Board may want to present the proposed codification of Town Bylaws to voters for adoption. This project has been in the works since 2019. The Zoning Bylaws have already been adopted as part of the Code and do not need to be represented unless changes are proposed. Any changes that are proposed would have to go through the Planning Board's public hearing process. Regulations are handled by the authorized regulatory board. To allow us to complete the implementation of the project, I would recommend that the remaining bylaws are presented to the voters for adoption in the new Code structure.

### **Property Transactions**

- If the Town is to proceed with the proposed development for housing on Care Drive, the Board should consider presenting articles to the voters. It is recommended that the following articles are considered:
  - The alteration of the layout of Care Drive
  - Authorization of the sale or lease of the proposed parcels for housing, with affordability and age restrictions.
  - Authorization to enter into a long-term land lease agreement.



# TOWN OF ERVING

## SELECT BOARD

12 East Main Street  
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800

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Email: [administrator@erving-ma.gov](mailto:administrator@erving-ma.gov)

Jacob A. Smith, Chair  
Scott Bastarache  
James Loynd  
*Select Board*

Bryan Smith  
*Town Administrator*

March 18, 2024

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

RE: FY2025 Budget Requests & Revenue Update

I wanted to provide an update on the status of FY2025 budget requests.

### Changes

- The Emergency Medical Services line item needs to be increased by \$7,000, for a total of \$107,000, based on updated information from the towns of Orange and Northfield which provide our services.
- The debt service in the Wastewater Department operating budget has been revised from the placeholder amounts that were originally provided. The revised debt service is displayed below. In summary, principal payments are increasing while interest payments are decreasing. The net change is an increase of \$2,136.

Line Item	Place Holder Amount	Revised Amount	Net Change
Principal- Long Term Debt- POTW1	\$244,331	\$249,270	\$4,939
Principal- Long Term Debt- Arch Street	\$50,000	\$55,000	\$5,000
Interest- Long Term Debt- POTW1	\$30,528	\$25,225	(\$5,303)
Interest- Long Term Debt- Arch Street	\$63,250	\$60,750	(\$2,500)
<b>Total</b>	<b>\$388,109</b>	<b>\$390,245</b>	<b>\$2,136</b>

- I have updated the available revenue sources summary to reflect the appropriation from Free Cash at the Special Town Meeting on January 31, 2024. The Free Cash available balance is now \$747,110.
- Regarding the existing agreement with the Town of Montague, I have determined the FY2025 assessment to be \$242,138.00.

Updated FY2025 revenue sources and the FY2025 budget summary table has been included.

### Capital Improvement Planning

At the March 11, 2024, joint meeting, the Capital Planning Committee presented a summary of their current recommendations for priority funding in FY2025. I have provided a table format

worksheet to help you identify your funding strategy.

Additionally, the Capital Planning Committee presented a recommendation to amend the FY2024 capital plan by \$130,000 to address security needs at the Police Station and the Elementary School.

## FY2025 Budget Revenue Sources

ESTIMATES

3/18/2024

<b>General Fund</b>	<b>FY2025</b>
<b>Revenue</b>	
Previous Fiscal Year Levy Limit	\$ 12,422,348
2.5% Allowed by Law	\$ 310,559
Amendment from Previous Fiscal Year New Growth	\$ -
New Growth Estimate	\$ -
<b>Estimated Funds Available to Raise &amp; Appropriate</b>	<b>\$ 12,732,907</b>
Assessors Overlay	\$ (200,000)
State Charges	\$ (229,009)
State Receipts	\$ 749,619
Local Estimated Receipts Projected	\$ 240,000
General Fund Free Cash (as of 3-8-2024)	\$ 747,110
<b>Total Estimated General Fund Revenue</b>	<b>\$ 14,040,627</b>

<b>Wastewater Enterprise Fund</b>	
Retained Earnings Balance (as of 10-23-2023)	\$ 1,018,566
FY2025 Raise & Appropriation	\$ -
FY2025 Estimated Montague Receipts	\$ -
<b>Total Estimated Wastewater Fund Revenue</b>	<b>\$ 1,018,566</b>

<b>Water Enterprise Fund</b>	
Retained Earnings Balance (as of 10-23-2023)	\$ 228,891
FY2025 Estimated Receipts Revenue	\$ -
<b>Total Estimated Water Enterprise Fund Revenue</b>	<b>\$ 228,891</b>

<b>PEG ACCESS Fund</b>	
Fund Balance (as of June 30, 2023)	\$ 104,803
FY2025 Estimated Receipts Revenue	\$ 15,500
<b>Total Estimated PEG Access Fund Revenue</b>	<b>\$ 120,303</b>

<b>Trust Funds</b>	
General Stabilization Balance (as of June 30, 2023)	\$ 10,951,377
Capital Stabilization Balance (as of June 30, 2023)	\$ 862,896
OPEB Trust Balance (as of June 30, 2023)	\$ 6,082,817
Cemetery Perpetual Care Expendable (as of June 30, 2023)	\$ 24,222
Conservation Fund (as of June 30, 2023)	\$ 9,215
<b>Total Trust Fund Balances</b>	<b>\$ 17,930,527</b>

Note: State receipts and charges have been revised as the Governor presented her FY2025 proposed budget and released estimated cherry sheet numbers. These are subject to change and will be updated as the House and Senate work through the budget process. At this time I am not projecting new growth based on feedback from the Assessor's Office and we are anticipating no significant changes in local receipts.

Water receipts are not estimated until April after the spring water meter readings are complete and the full year of consumption data is available for the formula.

The agreement with Montague for the treatment of wastewater is up for negotiation which may have an impact on the anticipated receipts.

**DRAFT FY 2025 Town Of Erving Budget Summary  
Raise & Appropriate/ General Fund Free Cash**

DRAFT

3/18/2024

	<b>FY2025</b>
<b>Revenue</b>	
Previous Fiscal Year Levy Limit	\$ 12,422,348
2.5% Allowed by Law	\$ 310,559
Amendment from Previous Fiscal Year New Growth	\$ -
New Growth Estimate	\$ -
<b>Estimated Funds Available to Raise &amp; Appropriate</b>	<b>\$ 12,732,907</b>
Assessors Overlay	\$ (200,000)
State Charges	\$ (229,009)
State Receipts	\$ 749,619
Local Estimated Receipts Projected	\$ 240,000
General Fund Free Cash (as of 3-8-2024)	\$ 747,110
<b>Total Revenue</b>	<b>\$ 14,040,627</b>
<b>Expenses</b>	
General Government	\$ 1,486,731
Public Safety	\$ 1,204,849
Education	\$ 5,876,697
Public Works & Facilities	\$ 774,472
Health & Human Services	\$ 314,292
Culture & Recreation	\$ 434,423
Assessments	\$ 62,100
Benefits	\$ 2,112,816
Wastewater Annual Appropriations R/A	\$ 857,235
Library Construction Repayment to Stabilization *	\$ 273,000
Capital Stabilization R/A	\$ -
Other Special Articles (OPEB, AroundTown, revaluation, buildings, lease, Highway & Bridge) R/A	\$ 318,000
<b>Total Expenses</b>	<b>\$ 13,714,615</b>
Balance of Free Cash and Raise & Appropriate	<b>\$ 326,012</b>

**Notes:**

Note: The budget summary reflects the Governor's estimated State receipts and charges. At this time I am not projecting new growth from the Assessor's Office and we are anticipating no changes in local receipts.

Note: Summary does not include Wastewater fees from Montague, Does not include Water Receipts, Does not include Community Access TV funds

## FY 25 Capital Planning Requests

### Recommended Requests –

1. **IP Mill Demolition – \$4,000,000 (\$600,000 Grant, \$3.4M Town)** - Committee recommends moving forward with this request. At this time the committee feels a debt exclusion should be sought with a 3yr term. If the one-time debt exclusion is unsuccessful, then we recommend auction of the property.
2. **Update Rec and Open Space Plan – \$25,000** - this plan needs to be current to apply for things such as the PARC grant. Expires in 2025. There is some grant funding that may be available, though we would front full cost up front.
3. **Plow Truck Replacement - \$100,000** – Due to rust/rot and temporary repair this would fall under a safety concern.
4. **IT Computer Replacements - \$35,000** – would update 13 computers.
5. **Feasibility Study Vets Field - \$45,000** – committee agrees this should move forward. The committee expressed concern based on other capital requests received about having several large projects (water tower and Zilinski Field overhaul) going at one time. Will revisit rec’s plans for upcoming fiscal years if a successful PARC grant is obtained.
6. **POTW #1 Fencing - \$63,600** – DEP requirement.
7. **Senior Housing Matching Funds - \$448,188** – The committee supports moving forward with the senior housing project and this request. The exact source of funds still needs to be determined.
8. **Care Drive Pump Station - \$1,000,000** – This is needed for senior housing. The exact source of funding is yet to be determined.
9. **Hazard Mitigation Plan - \$25,000** – Expiring soon and needs to be current for grant opportunities.

### FY24 Hold Over Additional Funding Request –

1. **Security Upgrades at PD – Additional \$130,000 Request \$(100,000 approved FY24)** – After quotes obtained funding is not adequate. An additional \$130,000 is needed. This is a safety and security issue with high priority. This will bring the total to \$230,000 for the request.

### Non-Recommended Requests –

1. **Animal Control Van – \$36010.44** – The Committee felt the cost was too much based on current call volume and that the regional plan wasn’t far enough along in planning to consider recommending this at this time.
2. **Cemetery (Creation of New or Expansion) – \$???** - With no figures provided we cannot approve at this time.
3. **Shared Use Path Feasibility Study - \$34,000 (\$6,800 Match is our cost)** – This was low on our priority list at this time. Felt other projects were of higher need. Grant as been applied for can revisit once grant status is determined.
4. **2015 F550 Dump Truck Replacement - \$125,000** – Glenn stated this could wait another year if needed. The committee would recommend pushing this to FY26.
5. **Pearl B. Care Building - \$10,000** – This is more for maintenance, recommend moving to operating budget.
6. **PD Cruiser Replacement - \$71, 894.40** – After reviewing maintenance records for existing cruiser committee and current condition of the cruiser, felt this request could be moved to FY26.
7. **Library Lighting Controls - \$3-5,000** – This amount doesn’t fall into capital. Funding may be available in other sources.

Totals –

Without IP Mill and Senior Housing - \$423,600

With IP Mill and Senior Housing - \$5,271,788

### FY 2025 Capital Improvement Program

Department	Request	Amount Requested										Total
			Free Cash	Capital Stabilization	Water Retained Earnings	Wastewater Retained Earnings	Borrowing	Chapter 90 Funds	In-Kind	Grant/ Special Rev Sources	Debt Exclusion	
Community Planning	IP Mill Demolition	\$ 4,000,000								\$ 600,000	\$ 3,400,000	\$ 4,000,000
Community Planning	Open Space & Recreation Plan	\$ 25,000		\$ 25,000								\$ 25,000
Community Planning	Hazard Mitigation Plan	\$ 25,000		\$ 25,000								\$ 25,000
Fire Department	Extraction Equipment	\$ 50,000		\$ 50,000								\$ 50,000
Highway Department	PlowTruck Replacment	\$ 100,000		\$ 100,000								\$ 100,000
Information Systems	Computer Replacement	\$ 35,000		\$ 35,000								\$ 35,000
Recreation Commission	Veterans Field- Feasabiiltly Study	\$ 45,000		\$ 45,000								\$ 45,000
Wastewater	Fence Enclosure for POTW1	\$ 63,600				\$ 63,600						\$ 63,600
Senior Housing Committee	Senior Housing Matching Funds	\$ 448,188								\$ 448,188		\$ 448,188
Senior Housing Committee	Care Drive Pump Station & Sewer Upgrade	\$ 1,000,000				\$ 149,000				\$ 851,000		\$ 1,000,000
<b>Total</b>		<b>\$ 5,791,788</b>	<b>\$ -</b>	<b>\$ 280,000</b>	<b>\$ -</b>	<b>\$ 212,600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,899,188</b>	<b>\$ 3,400,000</b>	<b>\$ 5,791,788</b>





# Erving FY2025 Budget Development Calendar

This document is subject to change as new information becomes available.

Month	Date	Action/Meeting	Location & Time
<b>October 2023</b>	Mon. Oct 30, 2023	Joint Select Board, Finance Committee & Capital Planning Committee Meeting: Discuss budget goals and guidance	Senior & Community Center at 7:00 PM
	Tue. Oct 31, 2023	FY2025 Budget goals & guidance sent to Departments along with Capital Improvement Request forms, Operating Budget Request & Instructions	
<b>November 2023</b>	Tue. Nov. 07, 2023	Department, Board & Commission Workshop for budget planning	Public Library at 10:00 AM
	Thu. Nov. 09, 2023	Department, Board & Commission Workshop for budget planning	Town Hall at 2:00 PM
	<b>Thu. Nov. 23, 2023</b>	<b>Holiday- Thanksgiving Day</b>	
<b>December 2023</b>	Mon. Dec. 11, 2023	<b>Departmental Capital &amp; Operating Budget Requests Due</b>	<b>Town Administrator's Office by 5:00 PM</b>
	Thu. Dec. 14, 2023	Capital Planning Committee Meeting to review open capital special articles- Department Heads to attend and provide project status updates.	Public Library at 7:00 PM
	<b>Mon. Dec. 25, 2023</b>	<b>Holiday- Christmas Day</b>	
<b>January 2024</b>	<b>Mon. Jan. 01, 2024</b>	<b>Holiday- New Years Day</b>	
	Thu. Jan. 04, 2024	Capital Planning Committee meeting to review new FY2025 capital requests	Town Hall at 7:00 PM
	Mon. Jan 08, 2024	Select Board Meeting- Regular business	Senior & Community Center at 6:30 PM
	Mon. Jan 08, 2024	Finance Committee Meeting- Review FY2025 Budget Requests	Town Hall at 6:30 PM
	Thu. Jan 11, 2024	Joint Select Board, Finance Committee & Capital Planning Committee Meeting- <b>Public Works &amp; Public Safety Capital &amp; Operating budget presentations</b>	Senior & Community Center at 7:00 PM
	<b>Mon. Jan 15, 2024</b>	<b>Holiday- Martin Luther King Jr. Day</b>	
	Mon. Jan 22, 2024	Select Board Meeting- Regular business	Senior & Community Center at 6:30 PM
	Mon. Jan 29, 2024	Joint Select Board, Finance Committee & Capital Planning Committee Meeting- <b>General Government Capital &amp; Operating budget presentations</b>	Senior & Community Center at 7:00 PM
<b>February 2024</b>	Mon. Feb. 05, 2024	Select Board Meeting- Regular Business	Senior & Community Center at 6:30 PM
	Mon. Feb 05, 2024	Finance Committee Meeting- Review FY2025 Budget Requests	Town Hall at 6:30 PM
	Mon. Feb. 12, 2024	Joint Select Board, Finance Committee & Capital Planning Committee Meeting- <b>Education Capital &amp; Operating budget presentations</b>	Senior & Community Center at 7:00 PM
	<b>Mon. Feb. 19, 2024</b>	<b>Holiday- Presidents Day</b>	
	Thu. Feb. 22, 2024	Select Board- Regular Business	Senior & Community Center at 6:30 PM
	Mon. Feb. 26, 2024	Joint Select Board, Finance Committee & Capital Planning Committee Meeting- <b>Culture &amp; Recreation, Health &amp; Human Services, and any remaining Capital &amp; Operating budget presentations</b>	Senior & Community Center at 7:00 PM
<b>March 2024</b>	<b>Fri. Mar. 01, 2024</b>	<b>Responses to all outstanding FY2025 budget questions are due from departments</b>	<b>Town Administrator's Office by 5:00 PM</b>
	Mon. Mar. 04, 2024	Select Board meeting- Regular business	Senior & Community Center at 6:30 PM
	Mon. Mar 04, 2024	Finance Committee Meeting- Review FY2025 Budget Requests	Town Hall at 6:30 PM
	Thu. Mar 07, 2024	Capital Planning Committee Meeting- Finalize FY2025 recommendations	Town Hall at 7:00 PM
	Mon. Mar. 11, 2024	Joint Select Board, Finance Committee & Capital Planning Committee Meeting- FY2025 proposed Capital & Operating budget Review & Recommendation	Senior & Community Center at 7:00 PM
	Mon. Mar 18, 2024	Joint Select Board, Finance Committee & Capital Planning Committee Meeting- FY2025 proposed Capital & Operating budget Review & Recommendation	Senior & Community Center at 7:00 PM
	Mon. Mar 25, 2024	Joint Select Board, Finance Committee & Capital Planning Committee Meeting-	Senior & Community Center at 7:00 PM



# Erving FY2025 Budget Development Calendar

This document is subject to change as new information becomes available.

Month	Date	Action/Meeting	Location & Time
<b>April 2024</b>		FY2025 proposed Capital & Operating budget Review & Recommendation	
	Mon. Apr. 01, 2024	Select Board Meeting- Approval of Annual Town Meeting Warrant	Senior & Community Center at 6:30 PM
	<b>Mon. April 15, 2024</b>	<b>Holiday- Patriots Day</b>	
<b>May 2024</b>	Wed. May 08, 2024	Annual Town Meeting	Elementary School at 7:00 PM

## Meeting Minutes

**Board:** Select Board / Water Commissioner's Meeting  
**Date:** Monday, March 13, 2023  
**Location:** Senior & Community Center, 1 Care Drive, Erving, MA 01344

**Select Board Present:** Jacob Smith, William Bembury, Scott Bastarache  
**Finance Committee:** Debra Smith, Charles Zilinski, Benjamin Fellows  
**Capital Planning Committee:** Debra Smith, Benjamin Fellows, Jacob Smith, Linda Downs-Bembury, Peter Mallet

At 6:37 PM **Chairman Smith** called the meeting to order.

### **Review Animal Control Position Description Draft**

The Select Board members reviewed the draft Animal Control position description. **Selectman Bembury** discussed his satisfaction with revisions that have been made that were based on previous conversations. **Chairman Smith** asked if a firearm is assigned to the Animal Control Officer. Robert Holst, Chief of Police, joined the meeting and explained that the Animal Control Officer is issued a .22 caliber rifle for injured or sick animals. **Selectman Bastarache** clarified that Select Board is not encouraging the Animal Control Officer to carry a firearm beyond that use. Chief Holst expressed agreement. **Selectman Bembury** asked for an explanation regarding the storage of firearms. Chief Holst explained that the Department issues firearms to staff and that they are kept secure unless in use, noting that there are security procedures in place. Chief Holst further clarified that the Animal Control Officer position does not hold police powers. **Selectman Bembury** asked if the position had previously been issued mace. Chief Holst explained that the position has not been issued mace previously. **Selectman Bastarache** asked if the Police Department policies require the position to be armed when operating a Police Department vehicle. Chief Holst answered "no, it is not required" and further explained that the Animal Control vehicle has had its markings revised to be clearer that it is a Town vehicle and not a police cruiser. **Selectman Bembury** asked Chief Holst to discuss whether the vehicle still used blue lights. Chief Holst clarified that the vehicle's response lights have been changed to amber and white. No further concerns were expressed. **Selectman Bastarache** made a motion to approve the Animal Control Officer job description, as written, effective March 13, 2023. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

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

The Select Board members reviewed correspondence from Weston & Sampson, the engineering firm working on the Bridge Street and Maple Avenue project and discussed their review of scope and tasks as presented in the professional engineering services proposal. **Selectman Bastarache** discussed support for proceeding with the work identified in all 5 items. **Selectman Bembury** made a motion to approve the engineering services for Bridge Street and Maple Avenue for Weston & Sampson, in the amount of \$29,900.00, effective March 13, 2023, and authorize Bryan Smith to execute all necessary agreements. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

### **Review Engineering Scope of Work Amendment for Sanitary System Evaluation Project**

Peter Sanders, Water & Wastewater Superintendent, joined the Select Board members to review a revised proposal from Tighe & Bond for professional engineering services on the sanitary system evaluation project. **Selectman Bastarache** expressed appreciation for the clarity that has been provided with the additional details in the task explanations with the associated costs. **Chairman Smith** asked about section 6, of the General Conditions, regarding the ownership of documents. **Selectman Bastarache** explained that he wants to ensure that the Town has unrestricted access to documents and data. Bryan Smith, Town Administrator, offered to draft the Town's own engineering agreement that would reflect written terms

## Meeting Minutes

and conditions that aligned with the priorities of the Town. The Select Board members expressed agreement, but do not want to delay acting on the current proposal. **Chairman Smith** asked about funding for the proposal. Bryan explained that there is approximately \$4,000.00 in the Wastewater Department operating budget that could be used towards the project and suggested the need for approximately \$8,000.00 in a Reserve Fund transfer. **Chairman Smith** asked Peter Sanders if it was necessary to address the Reserve Fund transfer now to proceed with the work, noting the upcoming deadline. Peter Sanders explained that the deadline to respond is March 31, 2023. **Chairman Smith** asked to incorporate the deadline of March 31, 2023, for the project to be completed into the professional engineering services agreement. The Select Board members expressed agreement. **Selectman Bastarache** made a motion to approve the professional engineering services for the Erving sewer system evaluation survey through Tighe & Bond; tasks 1, 2 and 3 in the amount of \$12,800.00 and to authorize Town Administrator Bryan Smith to execute all agreements. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

### **Review of Surplus Equipment Request- Police Dept- 2nd Reading**

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

### **Joint Meeting with Finance Committee & Capital Planning Committee**

At 7:02 PM **Chairman Smith** called the joint meeting with the Finance Committee and the Capital Planning Committee to order. Debra Smith, Charles Zilinski, and Benjamin Fellows of the Finance Committee and Linda Downs-Bembury and Peter Mallet of the Capital Planning Committee joined the meeting.

### **Review of FY2024 Budget Requests & Projected Revenue**

The Select Board, Finance Committee and Capital Planning Committee members resumed their review of FY2024 budget requests and proposed reductions. **Chairman Smith** asked how the members would like to proceed with the review of the proposed changes. Linda expressed appreciation to the town departments for proposing the changes that they made, while expressing concern about the effort made by the School Department.

### ***Review of the Education Budget Requests***

**Selectman Bastarache** asked Jennifer Eichorn, School Committee Chair, to join the meeting to explain the spending freeze that the School Department has stated that they are under for the balance of FY2023. **Selectman Bastarache** asked if there is confidence in the School Department's capacity to work within the existing appropriations; noting that the Select Board and the Finance Committee have held \$150,000.00 in Free Cash in case it is needed. Jennifer said that she could not explain what the School Department was doing to control expenses but offered to follow up with the Director of Finance & Operations. Charles asked why there was limited representation from the School Department at the budget meetings to answer questions. Jennifer explained that the School Committee has experienced challenges working with the School Administration to understand the Department's financial situation. Debra asked if the School Committee was still holding the budget hearing on March 21, 2023. Jennifer confirmed that the meeting will address the FY2024 budget request, noting that more work is needed. Debra asked if there was a discussion about level funding. Jennifer discussed her understanding of the request and discussed her personal efforts to identify \$200,000.00 in potential reductions to the request. **Chairman Smith** asked **Selectman Bastarache** about his recent observations at the School Committee meeting. **Selectman Bastarache** discussed his review of the Elementary School budget draft, noting that there are only

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increases in three (3) line items beyond those related to utilities and wages. Debra asked for an explanation about the cost of preschool and the amount that is subsidized rate by the taxpayers. Jennifer explained that the School Department currently charges \$10.00 per day per student and that the rate for the upcoming School year will be addressed by the School Committee. Jennifer also explained that the School Committee will also decide about allowing school choice at an upcoming meeting. **Chairman Smith** discussed some of the challenges with allowing school choice. **Selectman Bastarache** explained that a request was sent to the School Administration for budget related information in preparation for the March 21, 2023, meeting. Peter raised the concern about the potential costs associated with allowing school choice. **Selectman Bastarache** provided his understanding of how the School Department approaches the decision regarding school choice annually, based on the anticipated capacity of the Elementary School. **Selectman Bastarache** offered that even if the School Committee considered allowing school choice that the Town would have to budget based on assumptions, noting the lack of historical data to rely upon.

**Selectman Bastarache** asked about a vacant paraprofessional position within the Elementary School and the potential to not back fill the position, noting the response from the School Administration about the detrimental impact on the Elementary School. **Selectman Bastarache** discussed the seriousness of the conversation, acknowledging the potential impact on the Elementary School, but discussed the challenges of not being able to have the conversation. Debra asked about the presentation that the Elementary School is an outlier when compared to similar districts. **Selectman Bastarache** explained that Erving has often had the capacity to fund the supplies and materials desired by the classrooms that other schools may not have the capacity to do. **Selectman Bastarache** further discussed the challenges with the levy limit for FY2024 and the impact of the requests on the overall budget. **Selectman Bastarache** noted that the line-item level of review that the Select Board and Finance Committee can conduct over the town side budgets is not as accessible for the school side budgets. **Selectman Bastarache** discussed his understanding of the School Committee conversation about conducting regular line-item reviews. Regarding the FY2024 budget requests, **Selectman Bastarache** suggested that the School Committee and School Administration need to be provided with a dollar amount to adjust the request by. **Selectman Bastarache** acknowledged that the School Committee and School Administration has reduced the initial request by about \$84,000.00.

**Selectman Bembury** asked about the current vacant position with the Elementary School. Jennifer explained that it is approximately \$31,000.00 in wages. **Chairman Smith** asked if the position is benefits eligible, and if so, should the Town increase the benefits budget by approximately \$20,000.00. Jennifer expressed agreement. **Chairman Smith** explained that based on his review of the current reduced Elementary School budget request, it still reflects approximately a 10% increase. Benjamin asked if progress had been made to explore transportation options to reduce costs. Bryan explained that there is no update regarding transportation options yet. Jennifer noted that the School District believes there is a need to budget for the cost, using an outside vendor, for now. **Chairman Smith** was adamant that the School Administration is responsible for addressing the concern. Kelly Loynd asked about the costs associated with students choosing to go to other Districts. Bryan explained the projected costs. Kelly asked for an explanation of the efforts that are made to find out why students have decided to leave the Erving School District and how to get students to return to the Erving School District. Debra asked about what research is done to understand why families choose to leave. Jennifer explained that she would need to follow up with the School Administration as the School Committee does not have that information. **Selectman Bastarache** discussed his understanding of past efforts that were made to connect with families to understand choices.

**Chairman Smith** asked if the School Department has considered options to provide additional special education services within the district for students in need instead of sending students out of district. Jennifer acknowledged the concern and explained that the Student Services Director is exploring a Union 28 program for all member schools to share. **Selectman Bastarache** discussed his support for the goal but noted that it will not make a change in time for the FY2024 budget. **Chairman Smith** expressed concerns about not having accurate costs for transportation in time for Annual Town Meeting. Debra expressed frustration that Select Board and Finance Committee have not received information about costs from the School Department while other departments have responded to requests for additional information related to the budget. **Selectman Bastarache** and **Chairman Smith** expressed appreciation for the responses and explanations that have been provided by Department heads throughout the process.

#### ***Review of General Government Budget Requests***

**Chairman Smith** discussed the proposal from the Board of Assessors to reduce the budget request for revaluation, noting that it is a one-time option with the expectation that it will be funded in the following fiscal year. Bryan confirmed the understanding. **Selectman Bastarache** suggested attributing the funding for another one-time expenditure, so it's not built into an ongoing solution. **Chairman Smith** asked about the proposed reductions for ground maintenance and pest maintenance. Bryan explained the rationale for the proposed reductions.

#### ***Review of Public Safety Budget Requests***

The Select Board and Finance Committee members discussed budgetary adjustments that should be made to reflect the changes in costs for electricity and heating fuel oil. Debra asked Chief Holst to discuss the option to remove the cadet program from the Police Department budget, raising the concern about removing something that is important for the operation of the Department. Chief Holst explained his rationale for the request, noting that the Department has operated without the program and that he can continue to operate the Department, if necessary, without the program. **Chairman Smith** added that the risk of attrition means that the recruitment is becoming more challenging. **Selectman Bastarache** raised the concern about reducing the line item that funds attendance at the police training academy while also reducing the proposed cadet program. Chief Holst acknowledged the concern.

Chief Holst further explained that he wants to protect the canine officer program. **Chairman Smith** expressed his understanding of the request and supporting for maintaining the canine officer program. **Chairman Smith** asked about the reduction to the academy training line-item. Chief Holst explained the budget assumptions and his rationale for the proposal. Debra expressed concern about the Police Department cutting too much from the budget and the that it could be challenging to restore funding in the future. Chief Holst explained that he intends to seek funding for the cadet program in future requests. **Chairman Smith** discussed support for splitting the academy training and the cadet wages for a partial year. **Selectman Bastarache** discussed the need to provide a minimum of funding to provide new equipment when onboarding staff. **Selectman Bembury** discussed his experience serving on hiring committees for the Police Department, noting the some of the challenges with attracting qualified candidates. Chief Holst acknowledged the concern and further discussed the experience with hiring officers and the costs related to the academy. **Chairman Smith** discussed the challenges with the implementation of the Peace Officer Standards Training (POST) Commission certification requirements and the loss of part-time certification options for hiring officers. Benjamin suggested that the Select Board and Finance Committee members review all the proposed operating budget reductions and consider prioritizing restoration for when funding becomes available. Debra discussed wanting to recognize the hard work that has been done to restore the Police Department and wanting to make sure that the Department has the funding necessary to maintain that progress.

***Review of Public Works Budget Requests***

Debra asked for explanations regarding increases in funding requested for testing in the Water and Wastewater departments. Bryan explained the recent changes requiring increased testing in both departments and the new line-item to track the expenses. Debra asked about the increased request for clothing allowance. **Selectman Bastarache** discussed the recent policy change. **Chairman Smith** asked for an explanation of the proposed reduction of \$10,000.00 in the Wastewater capital improvement line-item. Bryan explained efforts to better attribute regular maintenance to the operating budget and to take capital project requests through the necessary process. **Chairman Smith** asked about the proposal to reduce the Highway surveying line-item by \$25,000.00, noting the list of upcoming projects that would use the funding. Bryan acknowledged the concern but noted that it was a new request and that there may be additional capacity in other departmental budgets to help support initiatives.

***Review of Health and Human Services Budget Requests***

Debra asked about the proposed reduction of \$10,000.00 for veterans' benefits. Bryan explained that he has requested the same level of funding for veterans benefits for a few fiscal years and annually the actual expense has been less, so he feels confident that a \$10,000.00 reduction will not impact the ability to provide benefits to eligible individuals.

***Review of General Government Budget Requests (revisited)***

Returning to the General Government section of the budget, Debra suggested reducing the Finance Committee expense line-item by \$2,250.00. Finance Committee members expressed support.

***Review of Capital Planning Budget Requests***

**Chairman Smith** asked Select Board, Finance Committee, Capital Planning Committee members to review the proposed Capital Improvement Plan recommendation changes if the funding sources were identified as Free Cash. **Selectman Bastarache** noted that cutting expenses that have been attributed to Free Cash as a funding source does not change the capacity issues for the FY2024 operating budget. **Selectman Bastarache** expressed concern with suggestions to fund portions of the operating budget with Free Cash.

***Review of Benefits Budget Requests***

The Select Board and Finance Committee members reviewed the projections regarding annual contribution rates to the Other Post-Employment Benefits (OPEB) Fund that were provided by the Treasurer's office. **Selectman Bastarache** discussed his review of the projections, noting that they explored changing the annual contribution of \$300,000.00 to \$100,000.00 and the impacts on achieving the fully funded status. **Chairman Smith** and **Selectman Bastarache** discussed the position of the Town the progress that has been achieved to fund OPEB obligations. **Selectman Bembury** expressed agreement, noting the changes in the market, and explained that if a change in the annual contribution is made for FY2024 it can be reassessed in the future. The Select Board and Finance Committee members discussed support for amending the FY2024 OPEB contribution from \$300,000.00 to \$100,000.00. Jennifer Eichorn, Treasurer, discussed the projections for achieving fully funded status based upon the amendment.

***Review of FY2024 Budget Summary***

The Select Board, Finance Committee and Capital Planning Committee members reviewed the FY2024 budget summary document and discussed potential scenarios. Noting the reduction of \$200,000.00 in OPEB contributions, the budget summary total would change to a net positive of \$43,000.00. Bryan asked about how to address the Capital Improvement capacity through the Town's ability to Raise & Appropriate. The Capital Committee members responded with their thoughts. Benjamin discussed

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thoughts on the Capital Improvement Plan and discussed the need to consider reductions. **Chairman Smith** discussed the historical review he is conducting on the Town's funding of capital improvements and noted the importance of maintain capacity in the Town's ability to Raise & appropriate to support capital improvement projects. Benjamin expressed agreement and discussed the need to review the capital planning capacity and "tighten the belt." **Selectman Bastarache** expressed agreement and the need to review the replacement schedule of assets. **Selectman Bastarache** expressed support for maintaining the FY2024 budget plan with \$400,000.00 appropriated for capital improvements. Debra acknowledged the conversation and expressed concern that past practice is not sustainable and that future capital requests will be turned down more often. Benjamin discussed the approach that the Capital Planning Committee has used to consider requests and funding. **Selectman Bembury** discussed support for the Capital Planning Committee and Finance Committee members to conduct a review and provide a recommendation on the necessary capacity. **Chairman Smith** expressed agreement and offered caution that the Town avoids creating a deferred maintenance scenario as it can be more costly. **Chairman Smith** expressed support for developing a standardized policy for equipment replacement and added that this budget cycle may provide an opportunity to adjust the culture.

**Selectman Bastarache** suggested removing the \$150,000.00 in Free Cash from the budget summary, that the Select Board and Finance Committee had been holding for the Elementary School, noting the current spending freeze that the School Administration has implemented. **Selectman Bastarache** summarized that the boards were asking the School Committee and School Administration to further reduce the operating request. **Selectman Bastarache** requested the restoration of \$5,000.00 in funding for the Police Department academy training line-item. Debra asked about the need to appropriate funds for a potential debt service for the Church Street Bridge construction project and to fund wage adjustments for Town staff. Bryan provided the estimated balance in the Capital Stabilization Fund of \$704,500, noting that the actual balance may be different in accordance with the market value of the investment fund. **Selectman Bastarache** suggested budgeting \$50,000.00 for wage adjustments and \$100,000.00 for a debt service for the bridge. **Chairman Smith** discussed the need to consider a budget appropriation for equipment upgrades in the Information Technology Department. The Select Board, Finance Committee, and Capital Planning Committee members discussed support for increasing the source of funding for the Capital Improvement Plan by \$275,000.000 and for increasing the Police Department academy training line-item by \$5,000.00.

**Chairman Smith** summarized the discussed budget changes, noting the nuance in balancing funding sources to ensure sustainability. **Chairman Smith** suggested a minimum reduction in the operating budget request from the School Department of approximately \$200,000.00 or more, to achieve sustainability. **Selectman Bastarache** and **Chairman Smith** both discussed preference for restoring funding for the Assessor's revaluation article to the budget. Debra recommended that the Select Board identify an amount for the School Committee to reduce their operating budget request by. **Chairman Smith** suggested approximately \$300,000.00. **Selectman Bastarache** discussed support for reviewing costs related to transportation for the School Department. The Select Board, Finance Committee and Capital Planning Committee members discussed general support for one-time expenditures to address the long-term needs related to transportation. Debra noted the impact on the Town's other departments by the size of the request for the School Department. Debra asked that the Superintendent of Schools, Elementary School Principal and Director of Finance & Operations attend the upcoming joint meeting to discuss the budget request. **Selectman Bastarache** discussed the perspectives on costs that are outside of the School Department's control and argued that the out-of-district cost changes are within the district's control. Charles suggested that the Finance Committee and Select Board request the School Committee and School Department to reduce the Elementary School budget request by \$300,000.00 to



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\$350,000.00. **Selectman Bembury** and Benjamin expressed agreement with requesting \$350,000.00. **Selectman Bastarache** suggested requesting a reduction of \$250,000.00 to \$300,000.00. Debra suggested \$325,000.00, expressing concern about the per pupil costs and how they compare to other districts. Debra discussed the efforts that have been taken to give the best education possible to the children of Erving but believes that the Town's departments must work within reason. **Selectman Bastarache** suggested requesting a reduction of \$300,000.00 and drew distinctions between the different requests of School Department and the Town side departments.

At 10:09 PM **Selectman Bembury** made a motion to submit to the School Committee that the budget request be reduced by \$350,000.00. Charlie seconded. **Select Board Vote: Selectman Bembury and Chairman Smith** voted in favor. **Selectman Bastarache** voted no.

**Finance Committee Vote:** Benjamin and Charles voted in favor. Debra voted no.

**Capital Planning Committee Vote:** Benjamin, Jacob, Linda, and Peter voted in favor. Debra voted no.

### Next Joint Meeting

The Select Board, Finance Committee and Capital Planning Committee members agreed that the next joint meeting would be tentatively scheduled for March 27, 2023.

### Discussion Regarding Revised IP Mill Demolition Proposal

**Chairman Smith** asked if there is any further information that is needed to have the conversation with the voters about the proposal to demolish the former IP Mill site and consider a Proposition 2 ½ Override. Linda discussed the importance of explaining to voters how the options would impact the average tax bill. **Chairman Smith** discussed the need to identify the proposed path and to calculate the estimated impact for voters, explaining his preference for bringing forward a single option to the Town Meeting. **Selectman Bastarache** expressed agreement and suggested that the community informational meeting could provide an opportunity to straw poll interest in the various options from voters. Mariah joined the meeting to discuss the proposal. The Select Board, Finance Committee and Capital Planning Committee members discussed the option to finance the project by borrowing and after discussion, members of all three boards expressed agreement that they are not in support for recommending borrowing for the project. Regarding a potential capital debt exclusion option, the members of the three boards discussed calculating the impacts for scenario of borrowing \$1.8 Million with a payment schedule of three (3) years and another scenario for a capital exclusion for the full amount in one (1) year. For projecting the impact on average tax bills, the members discussed wanting to see the impact of each option per \$100,000.00 of value. Mariah asked for guidance for scheduling the community conversation, suggesting an April meeting and the potential for a Special Town Meeting in June. The Select Board, Finance Committee, and Capital Planning Committee members agreed to schedule the community conversation for Monday, April 24, 2023, at 7:00 PM. **Chairman Smith** requested the use of the Elementary School gymnasium with representation from the Town officials that represent finance, public safety, and public works.

### Review of EV Charger Proposals for Police Station

The Select Board, Finance Committee, and Capital Planning Committee members reviewed a memorandum from Bryan regarding the proposed electric vehicle charging station for the Police Station, and four (4) options for installation, from Voltrek using the MassEVIP grant program. Capital Planning Committee members discussed their recommendation for proceeding with the scope of work outlined in quote #184B. **Selectman Bastarache** summarized the proposal and asked to confirm that the grant will fully fund the quoted amount. Bryan confirmed the understanding. At 10:41 PM **Chairman Smith** made a motion to move forward with the proposal from Voltrek, quote #184B in the amount of \$45,031.00,

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estimated to be \$0.00 after grant awards, for a two-port, level 2 charger at the Police Station and authorize Bryan Smith to execute all agreements. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

At 10:42 PM **Chairman Smith** made a motion to adjourn the joint meeting and to continue the Select Board meeting. Linda seconded. **Vote:** Unanimously approved.

### **Review of Multi-year Residential Curbside Collection Contract Negotiations**

**Selectman Bastarache** explained he has heard back from representatives at Casella Waste Management and provided an overview of the negotiation related to the requested fuel surcharge article for the renewed agreement. Selectman Bastarache explained that the parties have agreed to a fuel surcharge if fuel increases able \$5.25/gallon and a fuel credit if prices are reduced below \$4.00/gallon. **Selectman Bastarache** explained that he has asked Casella to revisit the annual rate adjustment of 5% or the rate of the CPI-U index, whichever is greater, if the Town is not pushing back on the FY2024 proposed cost of \$122,000.00. **Selectman Bastarache** noted that Casella maintains that the increase in past years did not cover their cost increases and they cannot agree to a lesser amount annually. The Select Board members discussed the historical increase of the CPI-u index. **Selectman Bembury** explained that he thought the agreement on the fuel surcharge and credit was reasonable. **Selectman Bastarache** wants to meet again with Casella to set the percent increase in the proposed contract. **Selectman Bembury** discussed support for allowing **Selectman Bastarache** to proceed with the negotiation. **Chairman Smith** suggested asking for an annual adjustment of 4% or the CPI-U, whichever is greater.

### **Review of Meeting Minutes for February 17, 2023**

The Select Board members passed over this agenda item.

### **Review of Meeting Minutes for March 06, 2023**

The Select Board members passed over this agenda item.

### **Review of Bylaw Requests for Annual Town Meeting**

The Select Board members passed over this agenda item.

### **Discussion Regarding Almost Anything Goes program for May 2023**

The Select Board members reviewed the draft guidance for the Almost Anything Goes residential bulky waste collection program. Bryan asked the Select Board members if there was any interest in hosting a collection unit for mattresses and box springs. The Select Board members declined to add mattress and box spring disposal and approved the draft guidance for distribution.

### **Review of Proposed FirstLight Agreements and Recreation Management Plan**

The Select Board members passed over this agenda item.

### **Adjournment**

At 10:57 PM **Chairman Smith** made a motion to adjourn. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

Respectfully submitted,

Bryan Smith  
Town Administrator

## Meeting Minutes

**Board:** Select Board / Water Commissioner's Meeting  
**Date:** Monday, February 12, 2024  
**Location:** Senior & Community Center, 1 Care Drive, Erving, MA 01344

**Select Board Present:** Jacob Smith, James Loynd, Scott Bastarache  
**Finance Committee Present:** Debra Smith, Daniel Hammock, Thomas Duffy, (Benjamin Fellows absent)  
**Capital Planning Committee Present:** Linda Downs-Bembury, Peter Mallet, Debra Smith, Jacob Smith, (Benjamin Fellows absent)  
**Erving Elementary School Committee:** Mackensey Bailey, Mark Blatchley, Jennifer Eichorn, Katelyn Mailloux-Little, Erik Semb

At 6:53 PM **Chairman Smith** called the meeting to order.

### **Review of Meeting Minutes of January 11, 2024**

**Selectman Bastarache** made a motion to approve the meeting minutes of January 11, 2024, as written, seconded by **Selectman Loynd**. **Vote:** Unanimously approved.

### **Review of Meeting Minutes of January 22, 2024**

**Selectman Bastarache** made a motion to approve the meeting minutes of January 22, 2024, as written, seconded by **Selectman Loynd**. **Vote:** Unanimously approved.

### **Approval of Issuance of the Warrant for Presidential Preference Primaries**

**Selectman Bastarache** made a motion to approve the Warrant for Presidential Preference Primaries as written, seconded by **Selectman Loynd**. **Vote:** Unanimously approved.

### **Review & Approval of FY2024 Fire Equipment Safety Grant**

Fire Chief, Philip Wonkka, joined the Select Board members. **Selectman Loynd** asked about the grant award amount and how many sets of equipment it will cover. Chief Wonkka explained that the award amount is \$6,745.35 and would be enough to cover six (6) sets of vests and helmets. **Selectman Bastarache** made a motion to accept the FY2024 Fire Equipment Safety Grant and authorized Fire Chief, Philip Wonkka to be the document signatory, seconded by **Selectman Loynd**. **Vote:** Unanimously approved.

### **Review of Letter of Interest – Cable Advisory Committee – Philip Johnson**

The Selected Board members stated they had no concerns. **Selectman Bastarache** made a motion to appoint Philip Johnson to the Cable Advisory Committee effective February 12, 2024, term ending June 30, 2026, seconded by **Selectman Loynd**. **Vote:** Unanimously approved.

### **Joint Meeting with Finance Committee & Capital Planning Committee: Review of FY2025 Budget Requests: Education**

**Chairman Smith** called the joint meeting with the Finance Committee and Capital Planning Committee to order at 7:02 PM. Finance Committee members Debra Smith, Daniel Hammock, and Thomas Duffy, as well as Capital Planning Committee members Linda Downs-Bembury and Peter Mallet joined the meeting.

### **Review of FY2025 Operating and Capital Budget Requests *Review of Franklin County Technical School Budget Proposal***

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Superintendent, Richard Martin, joined the joint meeting and presented the proposed FY2025 Operating budget of \$497,816.00, and Capital budget request of \$13,853.00. The FY2025 request reflects an overall reduction of \$14,945.00 from FY2024. Included in his presentation were FY2025 proposed numbers, prior years' approved budget, and expenditures. Richard Martin stated that the final vote for the budget would take place in March. He explained the ESSER Grant and stated that there would be an 11% increase in the 5-year transportation figures. Richard explained that the section in his presentation for grant funding was new and noted that some grants renew annually and that competitive grants are from a different funding source. Richard announced that an Open House for enrollment will be taking place on Thursday, February 15, 2024. The Select Board members thanked Superintendent Rick Martin for his budget presentation.

### ***Review of Elementary Education Budget Request***

Erving School Committee Members Mackensity Bailey, Mark Blatchley, Jennifer Eichorn, Katelyn Mailloux-Little and Erik Semb joined the joint meeting to present the requested FY2025 Operating budget of \$3,947,488.00, and Capital Budget requests for elementary education. Superintendent Jennifer Culkeen, and Finance Director Caitlin Sheridan, were unable to participate. Mackensity Bailey explained additional budget figures for an adjustment counselor position and expressed the hopes of hiring someone for the much-needed position. Mackensity explained the transference of ESSER Grant funds to help cover the cost of an adjustment counselor. **Selectman Bastarache** pointed out that several line items don't match up with funds that were allocated. He states that he would like to see more detailed information and a breakdown of how much of ESSER funds were allocated and prefers narratives. Mackensity explained an adjustment due to steps and COLA for the adjustment counselor position and a physical therapist was added mid-year, resulting in the full salary being included in the FY2025 budget. Mackensity explained that it was previously an outside service. She also explained that due to the wage study the clerical salary was corrected and was increased. **Selectman Loynd** questioned some of the line-item increases, and Mackensity stated that she would get answers. The Select Board members reviewed and asked questions about several more line items and Mackensity broke down how many teachers for each line item. **Selectman Bastarache** pointed out line items #36, #37, #38 and #43 and stated that they have a different expenditure amount than what was appropriated and requested clarification. **Selectman Bastarache** reiterated that moving forward they need narratives for increases and decreases, and a breakdown of what is being paid by ESSER. Moving on to encumbrances, **Selectman Bastarache** expressed the need for more definition of those things that are not encumbered, anticipated expenditures, and stated that the \$60,000.00 for transportation should have been encumbered. Deb Smith from the Finance Committee stated that they need to be receiving budget requests prior to meetings. **Chairman Smith** asked the School Committee if they have accounted for benefit expenses for the newly hired adjustment counselor. Deb Smith explained that the hiring needs need to be communicated with the Town so that we have enough for benefit money. Town Administrator, Bryan Smith, explained the proper process for hiring and benefits. Deb Smith and the School Committee discussed the money that is historically returned annually and the matter of it being re-absorbed into the budget. **Chairman Smith** asked the School Committee why there were no capital requests this year from the school. School Committee Chair, Mackensity Bailey expressed that she doesn't know, but stressed the importance of a feasibility study for the Erving Elementary School roof and explained about getting assistance from FRCOG (Franklin Regional Council of Governments) and Town Administrator, Bryan Smith. They discussed the matter of the HVAC system as well. Bryan Smith explained that both projects could be done together. Deb Smith stated that the School Principal customarily puts in the budget request.

### ***Review of Secondary Education Budget Request***

School Committee Chair, Mackensity Bailey, the Select Board members, and the Finance and Capital Committees briefly discussed the \$68,000.00 reduction for FY2025, for a total request of \$1,409,047.00.

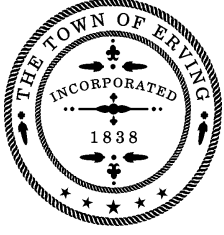
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**Selectman Loynd** asked what the number of students is for grades 7-12. Mackensey stated she would find out. The Select Board thanked the School Committee for their budget presentation.

**Chairman Smith** made a motion to adjourn the joint meeting with the Finance Committee and Capital Planning Committee at 9:09 PM, seconded by Deb Smith. **Vote:** Unanimously approved.

Respectfully submitted,

Elizabeth Sicard  
Administrative Assistant



# 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](mailto:administrator@erving-ma.gov)

Jacob A. Smith, Chair  
Scott Bastarache  
James Loynd  
*Select Board*

Bryan Smith  
*Town Administrator*

March 16, 2024

To: Select Board

From: Bryan Smith, Town Administrator

CC: Glenn McCrory, Highway Superintendent

RE: Landscaping Services Procurement Memorandum

The Town's existing agreement for contracted landscaping services comes to an end on June 30, 2024. As such, we need to prepare to conduct an invitation for bid (IFB) in the coming months so that we can have a successful contract in place for July 1, 2024.

To prepare for this, I have had initial conversations with Glenn McCrory, Highway Superintendent, on behalf of the Buildings & Grounds Department. We would like to have the Select Board members consider the option of partnering with the Technical School for a cooperative program or consider seasonal employment to provide mowing support. If this were an option, we could have the Cooperative students or the seasonal staff focus on park grounds maintenance and focus the rest of the contracted landscaping services on the maintenance of the cemeteries, the shrubs, mulching, tree trimming, and the annual fertilization.

The draft IFB has been prepared with the assumption that the Select Board members may be open to this proposed service change.

**Town of Erving**

**Landscape Maintenance  
Services**

**Invitation for Bids**

**Procurement # 202403\_\_**

**Bid Deadline: Tuesday, April 30, 2024 at 2:00 pm**

## **ADVERTISEMENT**

Advertisement for Public Works Construction (M.G.L.c. 30 § 39M)

- A. Town Hall & Webpage – March 27, 2024
- B. CommBUYS – March 27, 2024
- C. Central Register – March 27, 2024

## **CRITICAL DATES**

- A. On site prebid meeting –**mandatory** – April 11, 2024, at 9am
- B. Deadline for written questions – April 18, 2024, at 4pm  
All Questions Shall be Submitted by EMAIL to [bids@erving-ma.gov](mailto:bids@erving-ma.gov)
- C. Issue Addendum, if necessary – April 23, 2024
- D. Deadline for Submission of Bids – April 30, 2024, at 2pm

## **ESTIMATED DATES**

- A. May 29, 2024– Notice of Award
- B. July 01, 2024– Services begin

**There will be an onsite pre-bid meeting starting at the Erving Town Offices at 9:00am on April 11, 2024. This is a **mandatory** meeting as the Town believes it is crucial to walk the areas and see the existing conditions before bidding.**



Legal ad:

## INVITATION FOR BIDS

The Town of Erving will accept sealed bids for Landscape Maintenance Services on town properties. The contract will be 1 yr. with option to renew 2 additional yrs. Request bid documents from [www.erving-ma.gov/bids](http://www.erving-ma.gov/bids). Sealed Bids clearly marked "ERVING LANDSCAPE MAINTENANCE BID" are due Tuesday, April 30, 2024 at 2:00PM at Erving Town Hall, 12 East Main Street, Erving, MA 01344. MANDATORY Prebid Meeting is April 11, 2024, at 9:00 AM starting at the Town Hall, 12 East Main Street, Erving, MA 01344. A 5% Bid Bond is required with the bid and 50% Payment Bond is required of the winning bidder. W/M/DBE firms are encouraged to apply. The Erving Select Board, who is the awarding authority, reserves the right to accept or reject any bid as they determine in the public's best interest.

Bryan Smith, Chief Procurement Officer  
Town of Erving

**PROJECT SPECIFICATIONS**

**Landscaping Services**  
**Town of Erving**

The Town of Erving seeks bids to complete Landscaping Services at multiple locations throughout the Town. The contract is for Fiscal Year 2025 (July 1, 2024 – June 30, 2025) with the Town’s sole option to renew the contract for two additional one (1) year terms at the same cost. The services are outlined on the following. The bid is solicited per MGL Ch 30 §39M.

<b>July 2024</b>	<b>Location</b>	<b>Services</b>
	Town Hall- 12 East Main Street	Weed and Add Mulch-12 Yards
	Fire Station 1- 10 East Main Street	Weed and Add Mulch-2 Yards
	Municipal Lot/Historical Trees	Weed and Add Mulch-4 Yards
	Historical Park- Hanson Court	Weed and Add Mulch-6 Yards
	Fire Station 2- 18 Moore Street	Weed and Add Mulch-2 Yards
	Erving Center Cemetery- Mountain Road	Mowing and line trim as needed
	Holton Cemetery (Old State Road)	Mowing and line trim as needed
<b>August 2024</b>		
	Town Hall- 12 East Main Street	Trim Shrubs and Weed
	Fire Station 1- 10 East Main Street	Trim Shrubs and Weed
	Historical Park- Hanson Court	Trim Shrubs and Weed
	Fire Station 2- 18 Moore Street	Trim Shrubs and Weed
	Municipal Lot/Historical Trees	Trim Shrubs and Weed
	Rte 2 Embankment and Gary Street	Grass Cutting/Line Trim (Leave clumps of wildflowers)
	Erving Center Cemetery- Mountain Road	Grass Cutting/Line Trim
	Holton Cemetery (Old State Road)	Grass Cutting/Line Trim
<b>September 2024</b>		
	Town Hall- 12 East Main Street	Weeding
	Fire Station 1- 10 East Main Street	Weeding

	Historical Park- Hanson Court	Weeding
	Fire Station 2- 18 Moore Street	Weeding
	Municipal Lot/Historical Trees	Weeding and cutting by Keyup Brook
	Between Gary Street and Rte 2	Grass Cutting/Line Trim
	Erving Center Cemetery- Mountain Road	Grass Cutting/Line Trim
	Holton Cemetery (Old State Road)	Grass Cutting/Line Trim
<b>October 2024</b>		
	Erving Center Cemetery- Mountain Road	Mowing and Fall Clean Up
	Holton Cemetery (Old State Road)	Mowing and Fall Clean Up
<b>March 2025</b>		
	Town Hall- 12 East Main Street	Spring Prune and Fertilize Shrubs -1 1/2 bags plant fertilizer
	Fire Station 1- 10 East Main Street	Spring Prune and Fertilize Shrubs -1/4 bag plant fertilizer
	Historical Park- Hanson Court	Spring Prune and Fertilize Shrubs -2 1/2 bags plant fertilizer
	Fire Station 2- 18 Moore Street	Spring Prune and Fertilize Shrubs -3/4 bag plant fertilizer
	Municipal Lot/Historical Trees	Spring Prune and Fertilize Shrubs -1 1/2 bags plant fertilizer
<b>April 2025</b>		Beginning last week of April
	Erving Center Cemetery-Mountain Road	Grass Cutting/Line Trim
	Holton Cemetery (Old State Road)	Grass Cutting/Line Trim
<b>May 2025</b>		
	Erving Center Cemetery- Mountain Road	Grass Cutting/Line Trim/Fertilize
	Holton Cemetery (Old State Road)	Grass Cutting/Line Trim
	Riverfront Park- Arch Street	Fertilize
	Hammock Park- Reynolds Street	Fertilize
	Veterans Memorial Field- Moore Street	Fertilize
	Zilinski Memorial Field- Prospect Street Ext.	Fertilize

<b>June 2025</b>		
	Town Hall- 12 East Main Street	Weeding and Pruning Forsythia and Spirea
	Historical Park- Hanson Court	Weeding and Pruning Forsythia and Spirea
	Fire Station 1- 10 East Main Street	Weeding
	Fire Station 2- 18 Moore Street	Weeding
	Municipal Lot/Historical Trees	Weeding and cutting by brook
	Rte 2 Embankment and Gary Street	Grass Cutting/Line Trim (Leave clumps of wildflowers)
	Between Gary Street and Rte 2	Grass Cutting and Trim Bushes
	Erving Center Cemetery	Grass Cutting/Line Trim
	Holton Cemetery (Old State Road)	Grass Cutting/Line Trim

Any equipment brought into the cemetery must be authorized by Highway Superintendent.

Appropriate measures must be taken to protect turf, gravestones and subterranean burial containers during cemetery work. All gravestones/markers are to be clear of all debris from grass mowing/trimming prior to completing work at the location. Any damage caused during mowing/trimming activities is to be reported to the Highway Superintendent immediately.

All debris, containers, materials, equipment, and protection materials must be removed from the premises and properly disposed of. All work areas must be in an undamaged and acceptable condition upon completion of clean up for payment to be made.

Payments will be made within 30 days of submission of invoices for work completed and deemed satisfactory by the Highway Superintendent or Town Administrator.

See additional Special Provisions as follows:

## SPECIAL PROVISIONS

- A. The Town, at its discretion, MAY hold a start up meeting prior to the start of the work.
- B. In case of failure of the Bidder, after due notification of the contract, to sign the contract or provide appropriate bonds/insurance certificates, the Procurement Officer may, determine the Bidder has abandoned the contract, and thereupon the proposal and acceptance shall be null and void and shall be at liberty to make other contracts with other parties. In the event that a Bid Deposit is required, the vendor will forfeit said deposit to the Town.—A bid deposit is required for this project per MGL Ch30, 39M in the amount of 5% of the Total Year One bid amount. The Bid Deposit may be in the form of a bank/treasurer's check or bond drawn on a licensed surety. Personal checks are not acceptable.

## PREPARATION OF BIDS

- A. Bid Prices: The bidder shall submit his bid upon forms furnished by the Town.
- B. The bidder shall specify prices for ALL work. All words and figures shall be in ink. In case of a discrepancy between the prices written in words and those in figures, the written word shall govern. The prices shall, without exception, include all permits and costs involved in the work. Bidders should be able to perform all the services. **Conditional Bids (those that exclude some services) will not be accepted.**
- C. Signatures: All proposals shall be signed correctly with ink in the proper places provided, as follows: If the proposal is made by an individual, his name and post office address shall be given. If the proposal is made by a firm, partnership or corporation, it shall be signed by a person having such legal authority from the firm, partnership, or corporation and the person so signing the proposal shall give his own name and title (if any) in addition to the name and address of the President, Treasurer, and Manager shall be given. If the proposal is made by a firm or partnership, the names and addresses of the individual members shall be given. If the proposal is made by a Corporation, the name of the State under which the laws of the Corporation are chartered and the names, titles, and business addresses of the President, Treasurer, and Manager shall be given

## PROPOSAL & CONTRACT GUARANTY REQUIRED

- A. Simultaneously with his/her delivery of the executed contract, the awarded Contractor shall furnish surety bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The surety shall be a duly authorized surety company satisfactory to the Owner.

**50% Labor and Materials Payment Bond is required per MGL c30 §39M BASED ON YEAR ONE BID.**

**REGISTERED TO DO BUSINESS**

- A. All Contractors shall be registered to do business within the Commonwealth of Massachusetts. Registration can be obtained through the Corporation Division of the Office of the Secretary. The Commonwealth of Massachusetts (617) 727-9640.

**AWARD OF CONTRACT**

- A. The low bid will be determined based on the total of all extensions per MGL C.30,§39M .

Should there be two or more bids for this Contract that are identical and where the bidders are determined to all be responsible and eligible in accordance with MGL Chapter 30, §39, the following procedure will be used to determine the winner.

a. The Contract will be awarded to that bidder with its office in THE TOWN OF ERVING

b. If there is no bidder within the TOWN OF ERVING, the bidder within FRANKLIN COUNTY will be chosen.

c. If there is no bidder with its office located within FRANKLIN COUNTY or if there are two or more bidders with offices located with FRANKLIN COUNTY, the award of the Contract shall be determined by the toss of a coin. Such a toss shall be done with two witnesses. The respective bidders will be notified and invited to come to the Town Hall offices.

d. If there are more than two bidders with identical bids, the coin toss method shall be used by selecting the first two bidders in alphabetical order and eliminating one with a coin toss. This process shall be continued until such time as there remains one bidder.

- B. Bidders are required to **disclose all Federal, State, or local agency citations** for the last three years.
- C. The Contractor will **not be permitted to either assign or underlet the contract**, nor assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the Town of ERVING.
- D. If in the judgment of the Town any property is needlessly damaged by an act or omission of the Contractor or his employees, servants, or agents, the amount of such damages shall be determined by the Town designee and such amount shall be deducted from any money due the contractor or may be recovered from said contractor in actions at law.
- E. It should be further noted that all construction safety precautions and/or regulations required by the U.S. Department of Labor, Occupational Safety and Health Administration shall be a condition of this project and shall be strictly enforced.

**APPLICABLE LAWS**

- A. All applicable laws and regulations of the State of Massachusetts will apply to any resulting agreement, contract or Purchase Order.

**BILLING**

- A. Invoices are to be mailed to:

TOWN OF ERVING  
12 EAST MAIN ST  
ERVING, MA 01344

Or by email to [accountspayable@erving-ma.gov](mailto:accountspayable@erving-ma.gov).

- B. All invoices shall be issued with a minimum term of net 30 days. The Vendor/Contractor cannot impose terms that conflict with this provision.

**EQUAL EMPLOYMENT AND SMALL AND/OR MINORITY BUSINESS REQUIREMENTS**

- A. It is policy of the Town that small and/or minority business enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, they will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, sex, religion, national origin, age, handicap, or political belief or affiliation. In addition, bidder agrees by submittal of this bid, that they will abide by all applicable terms and provisions of the Government’s Non-Discrimination Clause and Small and/or Minority Business Clause, Executive Order No. 11246, as amended by Executive Order No. 11375.
- B. No laborer, worker, mechanic, foreman, or inspector working within the Commonwealth, in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the Contract, shall be required or permitted to work more than eight hours in any one day, except in cases of emergency, the Awarding Authority, being subject to Section 31, of Chapter 149 of the General Laws.

**LENGTH OF CONTRACT**

- A. The Town, upon written notice of intent to cancel, may cancel any contract for cause. Cancellation by the Town does not relieve the Vendor/Contractor of any liability arising out of default or non-performance.

- |   |
|---|
| <ul style="list-style-type: none"><li>B. The period of this contract will be one year with the Town’s sole option to renew for up to two additional one (1) year terms.</li></ul> |
|---|

**INSURANCE REQUIREMENTS**

- A. The Contractor shall at all times during the Contract maintain in full force and effect Commercial and Employer's Liability, Worker's Compensation, Bodily Injury Liability and Property Damage, and General Liability Insurance, and Umbrella Liability including contractual liability

coverage. All insurance shall be by insurers and for policy limits acceptable to the Town and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry insurance per the attached Sample Contract.

The Town shall be named as an additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

### **EFFECTIVE PERIOD OF BIDS**

- A. Bids submitted in response to this bid solicitation must be effective for a minimum of 45 days from date of bid opening to allow the Town to tabulate, review, award and administrate the processing of the Contract

### **INTERPRETATION OF BASIC ESTIMATE OF QUANTITIES**

- A. Work under this contract will be done per the Unit Prices as bid.

### **MATERIAL GUARANTY**

- A. All materials (NOT SUPPLIED BY THE TOWN) used shall be of the very best quality of their respective kinds and all of the work performed shall be executed in the most skillful and workmanlike manner and both materials used and work performed shall, in every respect, meet the complete satisfaction of the Supervisor or authorized agent.



## GENERAL INSTRUCTIONS TO BIDDERS:

- A. All bids must contain a filled out signed BID FORM. Minor defects on a bid submittal may be waived by the Chief Procurement Officer as long as the error or variation is not prejudicial or preferential to the other bidders and that it may be corrected without affect upon substantive elements of the bid such as, but not limited to, price, quality, payment terms or delivery schedule. Resolution will be determined by the Chief Procurement Officer.
- B. Bids which are incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected as non-responsive by the Chief Procurement Officer. Conditional bids will not be accepted. Any bid arriving after the time and date of bid opening will not be accepted.
- C. The TOWN OF ERVING is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
- D. A bidder will be held to the terms and the prices on the bid form for the duration of the contract period if a contract is signed by both parties within 45 days from bid opening. A 50% Labor and Materials Payment Bond (for the total cost of services in FY2025 only) in a form acceptable to the Town will be required from the successful bidder upon contract execution.

BIDDERS SHOULD DOWNLOAD THE BID SPECS FROM: [www.erving-ma.gov/bids](http://www.erving-ma.gov/bids) in order to be automatically be notified of any notices, addenda, meeting changes, etc.

Sealed bids, plainly marked "ERVING LANDSCAPING SERVICES" will be received by the Town of Erving, Attn: Chief Procurement Officer, 12 East Main Street, Erving, MA 01344, until **April 30, 2024, at 2:00PM**, at which time they will be publicly opened and read aloud.

- E. The Town reserves the right to reject any and all bids, in total or in part.
- F. The Contractor will be bound by all applicable statutory provisions of law of the Federal Government and the Commonwealth of Massachusetts.
- G. The Contractor will be required to indemnify and hold harmless the TOWN OF ERVING for all damages to life and property that may occur due to contractor's negligence or that of his/her employees, subcontractors, etc., during the contract.
- H. Any restrictions, qualifications, or deviations from specifications must appear either on the bid form or on an attachment thereto.

I. A contract (or contracts) will be signed between the awarded bidder(s) and the TOWN OF ERVING.

J. Once bids are opened, the Chief Procurement Officer will forward the information to the Select Board for review.

K. All inquiries concerning this bid should be directed to: [bids@erving-ma.gov](mailto:bids@erving-ma.gov).

L. All awards are dependent on the Town appropriating funding for the work, annually.

M. **OSHA Certification is Required**

All contractors working on public works projects will be required to certify that ALL employees employed at the work site have successfully completed an OSHA approved course in construction safety at least 10 hours in duration. This law requires general contractors to have on file records of all employees OSHA 10- hour training and provide proof to the various agencies in charge of the work. This also applies to all subcontractors, hired trucks, and hired equipment with operators. Every bidder must certify that all persons who are employed by them for this bid are certified. Proof does not have to be submitted with this bid, but must be available upon request or with the first certified payroll, whichever is earlier.

N. Each bidder shall examine all Invitations for Bid documents. Any inquiries, suggestions, or requests concerning interpretations, clarification or additional information pertaining to the Invitation for Bid shall be made through the Chief Procurement Officer. The Town shall not be responsible for oral interpretations given by any Town employee, representative, or others not specified in the document. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Invitation for Bid, the Town will attempt to notify by email all prospective bidders who have secured same through the Town's bid webpage: [www.erving-ma.gov/bids](http://www.erving-ma.gov/bids). It is always prudent to check for addenda directly before submitting a bid.

O. Bids shall clearly indicate the LEGAL NAME, ADDRESS, AND TELEPHONE NUMBER of the Bidder (COMPANY, FIRM, PARTNERSHIP, and INDIVIDUAL). Bids shall be signed above the typed or printed name and title of the signer. THE SIGNER SHALL HAVE THE AUTHORITY TO BIND THE BIDDER TO THE SUBMITTED BID.

- P. No part of printed material contained in this Invitation for Bid should be obliterated by Bidder. If Bidder makes an error in any portion of the price quotation and corrects it, any and all such corrections should be initialed by the person signing the bid cover sheet.
- Q. PREVAILING WAGES. The Town Administrator has had a determination from the Mass. Dept of Labor that the work contemplated under this bid will not be subject to prevailing wages UNLESS the Contractor utilizes equipment such as Tractors, Bucket Trucks, etc. Handwork, which includes the use of lawnmowers, for the types of work under this contract will not necessitate the payment of the Prevailing Wage. For work for which Massachusetts Prevailing Wages are required per MGL Ch. 149, the appropriate wage schedule is attached to the bid specifications. Certified Payroll is to be submitted weekly to the Town's Select Board's office at the same address as directed for Invoices. If the bidder is exempt from paying Prevailing Wage (owner/operator), the Town will require written attestation that only the owner/operator will perform work on the premises.
- R. The contract will be awarded to the lowest price responsive and responsible bidder.

**Checklist of Required Signed Submittals:**

- Bid Form
- Bid Signature Page with Corporate Resolution or List of Partners if applicable
- Tax Compliance Form
- Non Collusion Form
- Debarment Form and Disclosure of any Citations
- OSHA Statement
- References (at least five), public/municipal clients preferred. List current phone numbers and contact names

## FORM FOR GENERAL BID

To the Awarding Authority:

The Undersigned proposes to furnish all equipment, labor and materials required for TOWN OF ERVING LANDSCAPING SERVICES in accordance with the Invitation for Bids for the contract prices specified below. IN ALL CASES, WHEN THE TYPE OF SERVICE IS BY THE HOUR OR BY THE JOB, THE EXTENSION SHALL BE FOR ONE HOUR OR ONE JOB. THE ONLY BID EXTENSIONS THAT WILL BE MULTIPLIED ARE FOR THE MULCHING AND FERTILIZING JOBS WITH MULTIPLE YARDS OR MULTIPLE BAGS. SEE BID AWARD INFORMATION BELOW.

<i>MONTH</i>	<i>LOCATION</i>	<i>TYPE OF SERVICE</i>	<i>UNIT COST</i>	<i>TOTAL EXTENSION</i>
July 2024	<i>See addresses in Project Specification Section</i>		Cost per Yard (Mulch)/50 lb Bag (Fertilizer)/ Job/ Hour as indicated	
	Town Hall	Weed and Mulch per hour		
	Town Hall	Mulch per yard 12 yds		
	Fire Station 1	Mulch 2 Yards per yard		
	Fire Station 1	Weed and Mulch per hour		
	Municipal Lot/Historical Trees	Weed and Mulch per hour		
	Municipal Lot/Historical Trees	Mulch 4 Yards per yard		
	Historical Park	Weed and Mulch per hour		
	Historical Park	Mulch 6 Yards per yard		
	Municipal Building	Weed and Mulch per hr		
	Fire Station 2	Weed and Mulch per hour		
	Fire Station 2	Mulch 2 Yards per yard		
	Erving Center Cemetery	Mowing and line trim per hour		
	Holton Cemetery (Old State Road)	Mowing and line trim per hour		
<i>MONTH</i>	<i>LOCATION</i>	<i>TYPE OF SERVICE</i>	<i>UNIT COST</i>	<i>TOTAL EXTENSION</i>

	<i>See addresses in Project Specification Section</i>		Cost per Yard (Mulch)/50 lb Bag (Fertilizer)/ Job/ Hour as indicated	
August 2024				
	Town Hall	Trim Shrubs and Weed per job		
	Fire Station 1	Trim Shrubs and Weed per job		
	Historical Park	Trim Shrubs and Weed per job		
	Fire Station 2	Trim Shrubs and Weed per job		
	Municipal Lot/Historical Trees	Trim Shrubs and Weed per job		
	Rte 2 Embankment and Gary Street	Grass Cutting/Line Trim (Leave clumps of wildflowers) per hour		
	Erving Center Cemetery	Grass Cutting/Line Trim per hour		
	Holton Cemetery (Old State Road)	Grass Cutting/Line Trim per hour		
<b>MONTH</b>	<b>LOCATION</b>	<b>TYPE OF SERVICE</b>	<b>UNIT COST</b>	<b>TOTAL EXTENSION</b>
	<i>See addresses in Project Specification Section</i>		Cost per Yard (Mulch)/50 lb Bag (Fertilizer)/ Job/ Hour as indicated	
September 2024				
	Town Hall	Weeding per hour		
	Fire Station 1	Weeding per hour		
	Historical Park	Weeding per hour		
	Fire Station 2	Weeding per hour		
	Municipal Lot/Historical Trees	Weeding and Cutting by Keyup Brook per hour		
	Between Gary Street and Rte 2	Grass Cutting/Line Trim per hour		

	Erving Center Cemetery	Grass Cutting/Line Trim per hour		
	Holton Cemetery (Old State Road)	Grass Cutting/Line Trim per hour		
October 2024				
	Erving Center Cemetery	Mowing and Fall Clean Up per hour		
	Holton Cemetery (Old State Road)	Mowing and Fall Clean Up per hour		
<i>MONTH</i>	<i>LOCATION</i>	<i>TYPE OF SERVICE</i>	<i>UNIT COST</i>	<i>TOTAL EXTENSION</i>
	<i>See addresses in Project Specification Section</i>		Cost per Yard (Mulch)/50 lb Bag (Fertilizer)/ Job/ Hour as indicated	
March 2025				
	Town Hall	Spring Prune and Fertilize Shrubs per hour		
	Town Hall	Fertilizer -1 1/2 bags plant fertilizer		
	Fire Station 1	Spring Prune and Fertilize per hour		
	Fire Station 1	Fertilizer - 1/4 bag plant fertilizer		
	Historical Park	Spring Prune and Fertilize per hour		
	Historical Park	Fertilizer – 2 ½ bags plant fertilizer		
	Municipal Building	Fertilizer – ¼ bag fertilizer		
	Fire Station 2	Spring Prune and Fertilize Shrubs per hour		
	Fire Station 2	Fertilizer - 3/4 bag plant fertilizer		
	Municipal Lot/Historical Trees	Spring Prune and Fertilize Shrubs per hour		

	Municipal Lot/Historical Trees	Fertilizer - 1 1/2 bag plant fertilizer		
<i>MONTH</i>	<i>LOCATION</i>	<i>TYPE OF SERVICE</i>	<i>UNIT COST</i>	<i>TOTAL EXTENSION</i>
	<i>See addresses in Project Specification Section</i>		Cost per Yard (Mulch)/50 lb Bag (Fertilizer)/ Job/ Hour as indicated	
April 2025	Erving Center Cemetery	Grass Cutting/Line Trim/Weeding per hour		
	Holton Cemetery (Old State Road)	Grass Cutting/Line Trim/Weeding per hour		
May 2025				
	Erving Center Cemetery	Grass Cutting/Line Trim /Fertilize per hour		
	Erving Center Cemetery	Fertilizer per bag – 1 bag		
	Holton Cemetery (Old State Road)	Grass Cutting/Line Trim per hour		
	Riverfront Park	Fertilize per hour		
	Riverfront Park	Fertilizer per bag– 1 bag		
	Veterans Memorial Field	Fertilize per hour		
	Veterans Memorial Field	Fertilizer per bag– 1 bag		
	Hammock Park- Reynolds St	Fertilize per bag		
	Hammock Park- Reynolds St	Fertilizer per bag– 1 bag		
	Zilinski Memorial Field	Fertilize per hour		
	Zilinski Memorial Field	Fertilizer per bag– 1 bag		
June 2025				
	Town Hall	Weeding/Pruning Forsythia & Spirea per hour		
	Historical Park	Weeding/Pruning Forsythia & Spirea per hour		
	Fire Station 1	Weeding per hour		
<i>MONTH</i>	<i>LOCATION</i>	<i>TYPE OF SERVICE</i>	<i>UNIT COST</i>	<i>TOTAL EXTENSION</i>

	<i>See addresses in Project Specification Section</i>		Cost per Yard (Mulch)/50 lb Bag (Fertilizer)/ Job/ Hour as indicated	
	Fire Station 2	Weeding per hour		
	Municipal Lot/Historical Trees	Weeding and cutting by brook per hour		
		Grass Cutting/Line Trim per hour		
	Rte 2 Embankment and Gary Street	(Leave clumps of wildflowers) per hour		
	Between Gary Street and Rte 2	Grass Cutting and Trim Bushes per hour		
	Erving Center Cemetery	Grass Cutting/Line Trim per hour		
	Holton Cemetery (Old State Road)	Grass Cutting/Line Trim per hour		

GRAND TOTAL OF ALL EXTENSIONS (ONE YEAR) \$ \_\_\_\_\_

In Words: \_\_\_\_\_

Note: The Extensions are for the number of hours shown on the bid form and the bid award will be made based on that amount. However, it is recognized that additional hours, with permission of the Highway Superintendent may be charged at the unit rates herein.

Price for Years Two and Three will remain unchanged if Renewal is elected by the Town.



This bid includes addenda numbered \_\_\_\_\_

5% Bid Bond is determined by the Grant Total of All Extensions.

The above price includes all labor, parts, tools, materials, equipment, indirect costs and supervision necessary to accomplish the work as specified in this Invitation for Bids.

To the Town of Erving, Massachusetts, (hereinafter called the "Owner") acting through its Selectboard, duly authorized therefore, who act solely for said Town and without personal liability to themselves.

Ladies/Gentlemen:

The undersigned \_\_\_\_\_, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that the bidder has carefully examined the Invitation for Bids and the Specifications (and amendments thereto); and s/he bids and agrees, if this bid is accepted, that the bidder will furnish all materials and labor necessary for the completion of the Work as specified in the Proposal, in the manner and time therein prescribed and according to the requirements of Owner as herein set forth.

The Bidder agrees that the Owner will have thirty (30) consecutive days from date of opening to accept the bid, except as described in the specifications, the unit(s) at the price, therein. The Bidder also understands that the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the Bids if it is in the Owner's interest to do so. The Advertisement for Bidders, Information for Bidders, Specifications and Bid Form attached thereto, shall become a contract upon the receipt by the Bidder of written acceptance of this bid by the Owner.

The Bidder agrees that activities not expressly mentioned in these specifications, but involved in carrying out their intent are will be performed the same as though they were specifically mentioned, described, and delineated - including the provision of incidental equipment and supplies. I/We hereby agree to provide services for which we have provided pricing in accordance with the specifications in this bid and agree to the standard terms and conditions of the sample contract attached.

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

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.

The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred 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.

The undersigned certifies that all of their employees who will be employed at the work site have successfully passed the OSHA approved 10-hour safety course, and we have proof on file. They also certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

Authorized Signature  \_\_\_\_\_ Printed Name \_\_\_\_\_

Company Name \* \_\_\_\_\_ Date \_\_\_\_\_

Postal Address \_\_\_\_\_ Email Address \_\_\_\_\_

\_\_\_\_\_ zip \_\_\_\_\_ Phone: \_\_\_\_\_

The Office of the Attorney General, Washington, DC, requires the following information on all bid proposals amounting to \$1,000.00 or more:

\_\_\_\_\_ Federal Tax ID Number (this number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941

\*IF A CORPORATION, INCLUDE WITH YOUR BID A CORPORATE RESOLUTION LISTING ALL DULY AUTHORIZED SIGNERS ON BEHALF OF THE CORPORATION AND

CHECK HERE

\*IF A PARTNERSHIP, INCLUDE A LIST OF NAMES/ADDRESSES OF ALL PARTNERS AND CHECK HERE

\*IF A PROPRIETORSHIP, COMPLETELY FILL OUT INFORMATION ABOVE ONLY AND CHECK HERE

### REFERENCES

List AT LEAST FIVE references, preferably for projects of similar and size and scope and for a public entity if you have not provided similar services to the Town of Erving in the past 5 yrs. Make sure contact information is CURRENT. Inability to check references may affect the bid eligibility. You may use your own form if it includes at least all of this information.

1 \_\_\_\_\_  
Type of Work \_\_\_\_\_ Contract Dates \_\_\_\_\_  
Name of Contact Person \_\_\_\_\_ Location of Work \_\_\_\_\_  
Phone Number \_\_\_\_\_ Name of OWNER \_\_\_\_\_

2 \_\_\_\_\_  
Type of Work \_\_\_\_\_ Contract Dates \_\_\_\_\_  
Name of Contact Person \_\_\_\_\_ Location of Work \_\_\_\_\_  
Phone Number \_\_\_\_\_ Name of OWNER \_\_\_\_\_

3 \_\_\_\_\_  
Type of Work \_\_\_\_\_ Contract Dates \_\_\_\_\_  
Name of Contact Person \_\_\_\_\_ Location of Work \_\_\_\_\_  
Phone Number \_\_\_\_\_ Name of OWNER \_\_\_\_\_

4 \_\_\_\_\_  
Type of Work \_\_\_\_\_ Contract Dates \_\_\_\_\_  
Name of Contact Person \_\_\_\_\_ Location of Work \_\_\_\_\_  
Phone Number \_\_\_\_\_ Name of OWNER \_\_\_\_\_

5 \_\_\_\_\_  
Type of Work \_\_\_\_\_ Contract Dates \_\_\_\_\_  
Name of Contact Person \_\_\_\_\_ Location of Work \_\_\_\_\_  
Phone Number \_\_\_\_\_ Name of OWNER \_\_\_\_\_

*In submitting a bid for this work, the Contractor agrees to the Terms and Conditions of this Sample Contract*

**SAMPLE CONTRACT**

**THIS CONTRACT**, made and entered into this \_\_\_ day of \_\_\_\_\_, 2024 by and between the Town of Erving, Massachusetts (hereinafter called the "Town" or "Awarding Authority"), and **NAME ADDRESS AND PHONE NUMBER OF CONTRACTOR** (hereinafter called the "Contractor").

**WITNESSETH:**

**WHEREAS**, the Contractor did on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, submit a Bid for **LANDSCAPING SERVICES** and to perform such work as may be incidental thereto; and

**WHEREAS**, the Town did on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, award said bid to the Contractor;

**NOW, THEREFORE**, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties as follows:

1. The Contractor is hereby granted the license and privilege within the territorial jurisdiction of the Town of ERVING to perform all of the work called for and described in the Contract Documents.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
  - a. This Instrument
  - b. ATTACHMENT A: The Invitation for Bids and any addenda thereto.
  - c. ATTACHMENT B: The Contractor's Submission.
  - d. The authorization of the governing body authorizing the work and services contemplated herein.
  - e. Insurance Certificates evidencing the Insurance required.
  - f. EXHIBIT: Prevailing Wage Schedule
  - g. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the contract Documents except as specifically provided for in such amendment.
4. This Contract is entered into subject to the following conditions:
  - a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
  - b. The Contractor shall not be liable for the failure to wholly perform his duties if such failure is caused by catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable

- control of the Contractor.
- c. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Document, so long as the contract documents continue to fairly reflect the intent of the parties.
- d. Contractor's faithful performance of all obligations contained herein.

**IN WITNESS WHEREOF**, We, the contracting parties, by our duly authorized agents, hereto affix our signatures as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Town of Erving, Massachusetts

\_\_\_\_\_

Selectboard

\_\_\_\_\_

Selectboard

\_\_\_\_\_

Selectboard

By \_\_\_\_\_  
Authorized signature for CONTRACTOR

Printed Name of above  
\_\_\_\_\_

Company Name \_\_\_\_\_

Address  
\_\_\_\_\_

Address  
\_\_\_\_\_

## CONTRACT GENERAL SPECIFICATIONS

### 1.00 DEFINITIONS

- 1.01 Town
- 1.02 Contractor

### 2.00 SCOPE OF WORK

### 3.00 COMPLIANCE WITH LAWS

- 3.01 Records
- 3.02 Prevailing Wages

### 4.00 WORKFORCE QUALIFICATIONS

### 5.00 NON-DISCRIMINATION

### 6.00 INDEMNITY

### 7.00 LICENSES AND TAXES

### 8.00 INSURANCE

### 9.00 BOND

- 9.01 Performance Bond
- 9.02 Payment Bond – 50% required based on Year One bid

### 10.00 BASIS OF PAYMENT / APPROPRIATION

### 11.00 MATERIALS AND EQUIPMENT WARRANTY

### 12.00 RISK OF LOSS

### 13.00 TIME FOR COMPLETION OF WORK

### 14.00 TRANSFERABILITY OF CONTRACT

### 15.00 MODIFICATIONS

### 16.00 TERMINATION

### 17.00 CHOICE OF LAW

### 18.00 NOTICES

### 19.00 CONFLICT OF INTEREST

### 20.00 FORCE MAJEURE

### 21.00 ENTIRE UNDERSTANDING

## 1.00 DEFINITIONS

1.01 Town – The Town of Erving, Massachusetts.  
Awarding Authority – The Town of Erving, Massachusetts

1.02 Contractor - The person, corporation, or partnership performing **LANDSCAPING SERVICES** under contract with the Town.

## 2.00 SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Invitation for Bids, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

## 3.00 COMPLIANCE WITH LAWS

3.01 The Contractor shall comply with applicable laws, by-laws and codes of the local, state and federal government. The Contractor shall make and keep for at least six years after final payment, books, records, and accounts, which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor [MGL c 30 §39R(b)] and make such records available to the Awarding Authority.

### 3.02 MA Prevailing Wages ARE REQUIRED FOR THIS PROJECT

The Town Administrator has had a determination from the Mass. Dept of Labor that the work contemplated under this bid will not be subject to prevailing wages UNLESS the Contractor utilizes equipment such as Tractors, Bucket Trucks, etc. Handwork, which includes the use of lawnmowers, for the types of work under this contract will not necessitate the payment of the Prevailing Wage. For work that does require the payment of Massachusetts Prevailing Wages, the Contractor shall comply and shall cause its subcontracts to comply with Massachusetts General Law c. 149 § 27B, which requires that a true and accurate record be kept of all persons employed on the project for which the prevailing wage rates have been provided. The Contractor and all Subcontractors shall keep these records and preserve them for a period of six years from the date of completion of the Contract. The Contractor shall, and shall cause its Subcontractors to submit weekly copies of their weekly payroll records to the Awarding Authority. Attention is directed to the "Information about Prevailing Wage Schedules for Awarding Authorities and Contractors" on the attached COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF LABOR STANDARDS Prevailing Wage Rates. All requirements for reporting and posting wages shall be followed by the Contractor when required.

## 4.00 WORKFORCE QUALIFICATIONS

The Contractor shall: (i) employ competent workers; (ii) enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work; (iii) not permit employment of unfit persons or persons not skilled in tasks assigned to them. Whenever the Town shall notify the Contractor in writing that any work is, in the Town's designee's opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such employee shall be discharged from the Work and shall not again be employed on the Work except with the consent of the Town.

If OSHA certification is required by the Contract per MGL Ch. 149, Contractor shall provide OSHA certifications of any personnel on site when requested by the Awarding Authority or with submittal of first Certified Payroll. Contractor certifies that all of their employees who will be employed at the work site have successfully passed the OSHA approved 10-hour safety course, and they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

## 5.00 NON-DISCRIMINATION

The Contractor 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 other protected class under the law.

**6.00 INDEMNITY**

- a. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and save harmless the Town and its respective duly elected or appointed officials, agents and employees from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as "demands") arising out of or resulting from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Contractor, any Subcontractor, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the Contractor or Subcontractor. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification rights of the Town, that otherwise may exist under statute or in law or equity.
- b. The Contractor shall defend, indemnify, and hold harmless the Town from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Contractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to Fair Labor Standards Act and Massachusetts Prevailing Wage Law.
- c. The indemnification obligations of the Contractor and Subcontractor shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Contractor or Subcontractor under any federal or state law.
- d. In the event of a breach of this Agreement by the Contractor, the Contractor shall pay the Town all reasonable attorney fees, costs and other litigation expenses incurred by the Town in enforcing its rights as a result of said breach in addition to any damages for said breach.

**7.00 LICENSES AND TAXES**

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the Town.

**8.00 INSURANCE**

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability, Property Damage and General Liability Insurance, including contractual liability coverage for the provisions of Section 5.00. All insurance shall be by insurers and for policy limits acceptable to the Council and before commencement of work hereunder the Contractor agrees to furnish the Council certificates of insurance or other evidence satisfactory to the Council to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$300,000/\$300,000/\$300,000
Automobile Liability	\$500,000 combined single limit for bodily injury and property damage



Contractor's Commercial  
General Liability

\$500,000 each occurrence  
\$1,000,000 aggregate

The TOWN OF ERVING shall be named as additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.

## 9.00 BOND

9.01 Performance Bond – NOT REQUIRED FOR THIS PROJECT

9.02 Payment Bond – REQUIRED 50% of Year One Bid

The Contractor shall be obligated to provide the Town with a payment bond in the amount of 50% of the total amount of the contract in the form provided by the Awarding Authority. The Bond shall be submitted to the Town prior to Contract execution. Premium for the bonds shall be paid for by the Contractor. The bond shall be payable to the Town and be drawn upon a surety company licensed to do business in the Commonwealth of Massachusetts.

## 10.00 BASIS OF PAYMENT / APPROPRIATION

10.01 Rates - The charges shall not exceed the UNIT COSTS fixed by the Contract Documents, unless amended as allowed in Article 15 of this contract and by the limits of MGL Chapter 30, §39M.

10.02 Appropriation – The Awarding Authority certifies that at the time of the execution of this Contract, sufficient appropriations exist and shall be encumbered to fund the Contract Price. Payments are subject to appropriation and shall be made only for work performed in accordance with the terms of this Contract. The Contractor shall not be obligated to perform, and may not perform, work outside the duration and scope of this Contract without an appropriation amendment to this Contract, and a sufficient appropriation(s) to support such additional work. The Awarding Authority may immediately terminate or suspend this Contract in the event that the appropriation(s) funding this Contract is eliminated or reduced to an amount which will be insufficient to support anticipated future obligations under this Contract.

## 11.00 MATERIALS AND EQUIPMENT WARRANTY

Materials and equipment to be installed as part of the Work (both or either of which are hereinafter referred to as "materials") shall be as specified and approved by the TOWN and used in accordance with the best construction practices.

The Town may reject unsuitable work, notwithstanding that such work and materials may have previously been accepted for payment. If any part of the Work shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall promptly correct such defect in a manner satisfactory to the Town. If any material brought upon the site for use in the Work shall be deemed as not in conformity with the Contract Documents, the Contractor shall promptly remove such materials from the site.

## 12.00 RISK OF LOSS

The Contractor shall bear the risk of loss with respect to any of its or its agents' employees or subcontractors' vehicles, equipment or tools brought onto or left at the worksite and for any materials stored at the worksite.

## 13.00 TIME FOR COMPLETION OF WORK

Time is of the essence of this Contract. The Work shall be completed during the time frame noted

in the IFB subject only to extensions specifically permitted in accordance with the terms of this Contract or by unforeseen circumstances of weather as negotiated with the Town.

#### **14.00 TRANSFERABILITY OF CONTRACT**

No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the Town, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability and duties of the Contractor, but said assignment shall in no way relieve the Contractor of his liabilities or duties pursuant to the Contract.

#### **15.00 MODIFICATIONS**

No modifications, waiver or change shall be made in the terms and conditions of this Contract, except as may be mutually agreed upon in writing by all parties hereto and as may be permitted by MGL C. 30, §39M.

#### **16.00 TERMINATION**

The Town may terminate this Contract by providing the Contractor with written notice if the Contractor violates any of the terms of this Contract.

In the event of suspension, the Town will set forth the specific grounds for the suspension, any actions the Contractor could take to correct the problems or situations, and a stated period of time for the Contractor to comply with the corrections required. Failure to correct the problems or situations that necessitated the suspension within the stated period of time shall be grounds for termination.

The Town shall have the right to terminate this Contract without cause upon fifteen (15) days notice to the Contractor and all preceding paragraphs herein shall be applicable to this termination. See Article 10.02 Appropriation.

#### **17.00 CHOICE OF LAW**

This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor, and agents thereof, agree to bring any federal or state proceedings arising under this Contract, in which either the Commonwealth or the Awarding Authority is party, in a court of competent jurisdiction in the County of Franklin, Massachusetts. The parties agree to pursue Dispute Resolution before proceeding to Court. This section shall not be construed to limit any rights a party may have to intervene in any action, in any court or wherever, pending, in which the other is a party.

#### **18.00 NOTICES**

Any and all notices or other communications required or permitted by this Contract or by law to be served or given to either the Town or the Contractor by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal services when sent by U.S. mail, first-class, postage prepaid, addressed to the **TOWN OF ERVING, TOWN HALL, 12 E MAIN ST, ERVING, MA 01344** or the Contractor at **CONTRACTOR NAME, ADDRESS, PHONE NUMBER**

#### **19.00 CONFLICT OF INTEREST**

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 program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his 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 subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Each party shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest, pursuant to the purposes of this subsection.

#### **20.00 FORCE MAJEURE**

The parties shall not be liable for the failure to wholly perform their duties if such failure is caused by catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor or the Owner.

#### **21.00 ENTIRE UNDERSTANDING**

This Contract, together with all documents included by reference pursuant to Clause 1.03 of this Contract, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

DRAFT

ATTACHMENT A

PREVAILING WAGE CERTIFIED PAYROLL REPORTING FORM

AND PERTINENT WAGE SCHEDULE.

The payment of the Prevailing Wage shall only be required if equipment such as Tractors, Bucket Trucks, etc. are used in the Work.

Handwork, which includes the use of lawnmowers, for the types of work under this contract will not necessitate the payment of the Prevailing Wage.

DRAFT



THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR  
**DIVISION OF OCCUPATIONAL SAFETY**  
PREVAILING WAGE PROGRAM  
[www.mass.gov/dos/pw](http://www.mass.gov/dos/pw)

**The Massachusetts Prevailing Wage Law**  
**M.G.L. c. 149, §§26-27**

**NOTICE TO AWARDING AUTHORITIES**

The enclosed wage schedule applies only to the specific project listed at the top of the schedule, and these rates will remain in effect for the duration of the project.

You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.

The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.

Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

**NOTICE TO CONTRACTORS**

The enclosed wage schedule must be posted in a conspicuous place at the work site during the life of the project.

The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.

The enclosed wage schedule applies to all phases of the project, including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.

All apprentices must be registered with the Massachusetts Division of Apprenticeship Training (DAT) in order to be paid at the lower apprentice rates. All apprentices must keep his/her apprentice identification card on his/her person during all work hours. If a worker is not registered with DAT, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level. For further information, please call 617-626-5409, or write to DAT, 19 Staniford Street, Floor 1, P.O. Box 146759, Boston, MA 02114.

**WEEKLY PAYROLL RECORDS REPORT  
& STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years from the date of completion of the project.

Each such contractor or subcontractor shall furnish to the awarding authority directly within 15 days after completion of its portion of the work, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form.

**STATEMENT OF COMPLIANCE**

\_\_\_\_\_, 20\_\_\_\_\_

I, \_\_\_\_\_,  
(Name of signatory party) (Title)

do hereby state:

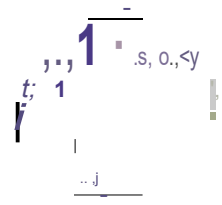
That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_  
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature \_\_\_\_\_  
Title \_\_\_\_\_

**MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM**



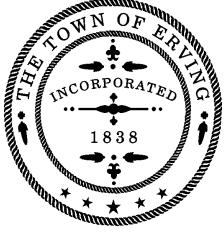
Company's Name:	Address:	Phone No.:	Payroll No.:
Employer's Signature;	Title:	Contract No:	Tax Payer ID Number
Awarding Authority's Name:	Public Works Project Name:	Public Works Project Location:	Mini Wage Rate Sheet Number

General / Prime Contractor's Name-:		Subcontractor's Name:		"Employer" Hourly Fringe Benefit Contributions															
Employee Name & Complete Address	Work Classification:	Employee's OSHA 10 certified (?)	Appr. Rate (%)	Hours Worked							Project Hours (A) All Oflfer Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pensroo Plan (D)	Supp_ Unemp. (E)	Total Hourly Prev_ Wa_ ge (F)	(B+C+D+-E) (Ax F)		Check No_ /HI
																	Total Gross Wages		
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.							Total Gross Wages		

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentice Standards? YES 1 NO 1  
 For all apprentices performing Work during the reporting period, attach a copy of the apprentice identification card issued by the Massachusetts Department of Labor Standards/ Division of Apprentice Standards. No apprentices are identified above. \_\_\_\_\_

**NOTE:** Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a **true and accurate** copy of their certified weekly payroll records to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Date Received by Awarding fuh	E 35	
/ /		



# 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](mailto:administrator@erving-ma.gov)

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

Bryan Smith  
*Town Administrator*

March 14, 2024

To: Select Board

From: Bryan Smith, Town Administrator  
CC: Glenn McCrory, Highway Superintendent  
Deborah Mero, Town Accountant  
Jennifer Eichorn, Treasurer

RE: Proposed Amended FY2024 Electric Vehicle Charger Use Rate

I offer the following information for the purpose of the Board considering an appropriate rate to set for the use of the Town's electric vehicle charging stations.

Per the adopted policy, the Board will annually review and set the user fee rate. *"The fee will be comprised of three components, the rate and administrative fee components (reflected in the per-kWh fee), and a separate potential parking fee component (potentially included at some stations)."*

The Select approved an the FY2024 rate of \$0.50/kWh, from the previous rate of \$0.65/kWh as supply rates had begun to decrease. Since then, the Town was able to secure a new energy supply rate as of December 2023 for a period of 3 years, for \$0.1378/kWh.

### **The Current Electricity Rates**

We are currently being charged the following delivery rates for each utility company:

- a. Eversource: \$0.19/kWh
- b. National Grid: \$0.20/kWh

### **2. Administrative Fee**

The purpose of the administrative fee is to collect funds for the ongoing software licensing, capital maintenance, and future replacement of equipment. I would recommend a minimum administrative fee rate of at least \$.10/kWh.

### **3. Parking Fee**

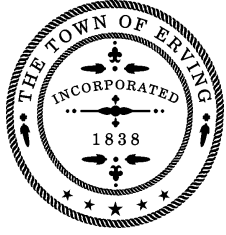
I am recommending that the Select Board does not adopt a parking fee for FY2024.

Therefore, I am recommending that the Select Board consider reducing the FY2024 rate to at least \$0.44/kWh.



**Recommended Vote Language**

A motion to amend the FY2024 electric vehicle charging rate to \_\_\_\_ / kWh, effective \_\_\_\_, 2024.



# 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](mailto:administrator@erving-ma.gov)

Jacob A. Smith, Chair  
Scott Bastarache  
James Loynd  
*Select Board*

Bryan Smith  
*Town Administrator*

March 16, 2024

To: Select Board

From: Bryan Smith, Town Administrator

RE: Proposed Extension of Professional Services Agreement with the Franklin County Regional Housing & Redevelopment Authority

As you are aware the Town has a professional services agreement with the Franklin County Regional Housing & Redevelopment Authority (FCRHRA) for the administration of the Community Development Block Grant (CDBG) activities under the Town's Housing Rehabilitation Revolving Loan Fund program. The original agreement was signed in March 2013; set to expire in March 2023. In February 2023, the Select Board agreed to extend the agreement for one (1) year to provide time to negotiate a new multi-year agreement. Copies of both the original agreement and amendment #1 are attached.

I have had initial meetings with the administrative team at FCRHRA to discuss changes in the CDBG program on the Federal and State levels that will necessitate some programmatic changes on the local level. FCRHRA also has some suggestions on how to improve implementation of the program. With that said, we are not formally ready to present a recommendation on a new agreement at this time. I am recommending that the Select Board consider an extension of the agreement until June 30, 2024. A draft of proposed amendment #2 to the agreement is attached.

If the Board is in support of this extension, I am requesting the following:

- Inclusion of an article on the Annual Town Meeting warrant that would authorize a new multiyear agreement with the FCRHRA for a term of ten (10) years; and
- Identify a Select Board member that I can work with to negotiate the draft agreement to prepare for review and adoption in June 2024.

TOWN OF ERVING

AND

FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY

Authorization to Amend Agreement for Participation in Housing Rehabilitation Revolving Loan Program

ADDENDUM #2

THIS ADDENDUM made this \_\_\_\_ day of March 2024 by and between the TOWN OF ERVING, hereinafter referred to as "Town", and FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY (FCRHRA), hereinafter referred to as "Program Administrator."

Witnesseth that: The Town and the Program Administrator intend to amend their agreement dated 3/11/2013, and amended in Addendum #1 dated 2/6/2023, in the following manner:

4. TERM: The term of this agreement shall be effective from the date of February 7, 2023, until June 30, 2024, during which period the parties agree to finalize the re-negotiate the Original Agreement.

REFERENCE THE ORIGINAL Agreement for Participation in the Housing Rehabilitation Revolving Loan Program by and Between the TOWN OF ERVING and FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY. Re: Proposed Amendment No. 2 -Term of Contract performance, extension to June 30, 2024.

All other terms of this AGREEMENT shall remain in effect unless expressly stated and agreed upon in writing by parties.

In witness whereof, the "Town" and the "Program Administrator" have executed this Addendum as of the day and year first above written.

FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY

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Program Administrator

TOWN OF ERVING

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Chair, Selectboard

**TOWN OF Erving  
AND  
FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY**

Authorization to Amend Agreement for Participation in Housing Rehabilitation Revolving Loan Program

**ADDENDUM #1**

THIS ADDENDUM made this sixth day of February, 2023 by and between the TOWN OF Erving, hereinafter referred to as Town, and FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY (FCRHRA), hereinafter referred to as Program Administrator.

Witnesseth that: The Town and the Program Administrator intend to amend their agreement dated 3/11/2013 in the following manner:

4. **TERM:** This agreement shall be effective from the date of the Addendum #1 for a period of twelve (12) months, during which period the parties agree to re-negotiate the Original Agreement.

REFERENCE THE ORIGINAL Agreement for Participation in the Housing Rehabilitation Revolving Loan Program By and Between the TOWN OF Erving and FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY. Re: Proposed Amendment No. 1 – Term of Contract performance, extension to

All other terms of this AGREEMENT shall remain in effect unless expressly stated and agreed upon in writing by parties.

In witness whereof, the “Town” and the “Program Administrator” have executed this Addendum as of the day and year first above written.

FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY



\_\_\_\_\_  
Program Administrator

TOWN OF Erving

\_\_\_\_\_  
Chair, Selectboard

**Agreement for Participation in  
Housing Rehabilitation Revolving Loan Program**

**By and Between**

**the TOWN OF ERVING and**

**FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY**

This Agreement is made as of the 11<sup>th</sup> day of March, ~~2012~~ <sup>2013</sup>, by and between the Town of Erving, a municipality in Franklin County, Massachusetts ("Town"), and the Franklin County Regional Housing and Redevelopment Authority ("HRA"), a Massachusetts Public Body Politic and Corporate.

**1. PURPOSE**

WHEREAS, the Town has received federal Community Development Block Grant (CDBG) funding from the Massachusetts Department of Housing and Community Development (DHCD) for housing rehabilitation loan programs in federal fiscal years 1984, 1987 – 1988, 1989, 1990, 1991, 1994, 1998, 2000, 2005, 2007, 2008 and 2012, AND

WHEREAS, HRA is the holder of mortgages for CDBG housing rehabilitation loans made in Erving, and proceeds from said loans are payable to HRA but remain the property of the Town, AND

WHEREAS, the Town elects to contract with HRA for the management of these funds, AND

WHEREAS, the Town acknowledges that the proceeds from CDBG-funded housing rehabilitation loans may be considered "program income," the use of which is restricted by federal regulations and state guidelines, AND

WHEREAS, the Town wishes to make these funds available to lend to other income-eligible households for the same purposes as the original grant, and

WHEREAS, HRA operates a Housing Rehabilitation Revolving Loan Fund (HRRLF) that accepts and disburses the proceeds from CDBG-funded housing rehabilitation loans and other funds for the purpose of making deferred payment loans and grants for health and safety improvements to housing for low- and moderate-income households, and

WHEREAS, the Town wishes to participate in the HRRLF for the benefit of its residents,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

**2. ENGAGEMENT**

The Town hereby engages HRA to perform the services in the Scope of Services described below. The HRA accepts this engagement, and agrees to use its best efforts to perform the services pursuant to the terms and conditions hereof.

### 3. SCOPE OF SERVICES

The Town designates HRA to administer CDBG funds received for housing rehabilitation during the term of this agreement. HRA shall:

- 3.1. Accept on the Town's behalf all proceeds of housing rehabilitation loans made from Community Development Block Grants received by the Town and the Town's Housing Rehab Revolving Loan Fund account.
- 3.2. ~~Optional: Check one box below if Town wishes funds not considered to be program income to be returned~~ Return to the Town  all proceeds of loans received more than five (5) years after expiration of the grant agreement between the State and the Town, OR  proceeds of loans received more than five (5) years after expiration of the grant agreement between the State and the Town if the balance of funds in the Town's Housing Rehab Revolving Loan Fund account exceeds \_\_\_\_\_, OR  proceeds of loans received more than five (5) years after expiration of the grant agreement between the State and the Town up to a maximum of \_\_\_\_\_ in any calendar year, OR \_\_\_\_\_% of proceeds of loans received more than five (5) years after expiration of the grant agreement between the State and the Town.
- 3.3. Deposit proceeds from repayment of all loans (except for those proceeds identified in Section 3.2, if checked) in the Housing Rehabilitation Revolving Loan Fund account reserved for the benefit of residents of the Town.
- 3.4. Make timely payment of two percent (2%) of proceeds deposited in the Town's Housing Rehabilitation Revolving Loan Fund Account to the Massachusetts Department of Housing and Community Development in accordance with state regulations and guidelines.
- 3.5. Maintain accurate records of Town funds received under this agreement and account for these funds to DHCD as required by state regulations and guidelines, and to the Town as described in Section 3.16.
- 3.6. Establish guidelines for the use of Town funds received under this agreement, included in Appendix A.
- 3.7. Establish, maintain and monitor intake, outreach and affirmative marketing policies and procedures to promote availability and use of Housing Rehabilitation Revolving Loan funds to benefit eligible low and moderate income residents of the Town. Provide Town with a timely report of all such activities and communications as described in Section 3.16.
- 3.8. Conduct intake with property owner(s) and verify eligibility.

- 3.9.** If applicable, request lead paint inspection and report from qualified risk assessors. The cost of the lead inspection and report shall be paid by the Town from the HRRLF.
- 3.10.** Conduct inspections and work with eligible property owners to develop scope, specifications and bid package for work to be performed with Housing Rehabilitation Revolving Loan Funds.
- 3.11.** Review and approve contractor specifications and price quotes solicited by program participants; ensure contractors are licensed and insured.
- 3.12.** Prepare and approve contracts between eligible property owners and contractors. HRA will include in each contract the following provision protecting the Town from any liability to the property owner or contractor: "The parties hereto acknowledge that the Town of Erving is not a party to this contract and has no responsibility to the homeowner or the contractor hereunder. Each party agrees that to the fullest extent permitted by law, each party shall defend, indemnify, and save harmless the Town of Erving and its respective duly elected or appointed officials, agents, and employees (referred to collectively as "Town") from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees)(referred to collectively as "demands") arising out of or resulting from acts, errors, or omissions of the contractor or homeowner, or any person directly or indirectly employed by any of them. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification right of the Town, that otherwise may exist under statute or in law or equity.
- 3.13.** Close and record loan agreements and mortgages (see Appendix B) between eligible property owners and HRA.
- 3.14.** Monitor construction, ensure work is approved by municipal official if required, obtain owner's approval of contractor payment(s), and make payments to contractors.
- 3.15.** Service loans and process requests for subordinations and modifications in accordance with established policy (see Appendix C).
- 3.16.** Provide annual report to the Town by March 15 of each year, including
  - The balance of Town funds in the HRRLF as of the end of the previous calendar year;
  - An account of Town funds deposited in and withdrawn from the HRRLF during the previous calendar year;
  - The number and a brief description of projects (i.e., type of repairs and cost of project) completed or in process using Town funds from the HRRLF during the previous calendar year;



- The balance of all housing rehabilitation loan funds outstanding (i.e., not yet repaid) in the Town as of the end of the previous calendar year;
- The number of Town residents on a waiting list to use funds from HRRLF as of the end of the previous calendar year.
- Brief report on activities not mentioned above that HRA has conducted pursuant to the program (e.g. marketing of the program).

In the event that the balance in the Town's HRRLF exceeds \$50,000, HRA will provide a semi-annual report on activity in the account by or before September 30 of the year.

#### **4. TERM**

This Agreement shall be effective from the date that it is signed for a period of twelve (12) months. It shall renew automatically on a year-to-year basis, unless terminated pursuant to Section 7 for a maximum of ten (10) years. Thereafter the Parties agree to re-negotiate the Agreement.

#### **5. COMPENSATION**

##### **5.1. Housing Rehabilitation Program Administration**

HRA may deduct a fee of up to twenty-four percent (24%) of the value of funds loaned to residents of the Town from the HRRLF at the time that new loans are closed, to cover the cost of program delivery (18%) and general administration (6%). The fee shall be paid from town funds in the HRRLF account. The cost of recording all required documents at the Registry of Deeds shall be incorporated into the project and paid by the property owner as part of the loan.

##### **5.2. Loan Servicing**

HRA may deduct a loan servicing fee of up to two percent (2%) of the proceeds of loans made from CDBG funds or housing rehabilitation revolving loan funds at the time the proceeds are paid to HRA, to cover the cost of accounting, reporting and modifications made during the term of the loans.

##### **5.3. Reprogramming**

In the event that the Town elects to request an amendment to re-program funds deposited in the HRRLF account pursuant to Appendix A, HRA may charge a re-programming fee of \$500.00 to process the request.

##### **5.4. Administration of Other CDBG-eligible Activities**

In the event that the Town elects to have HRA administer other CDBG-eligible activities using Town funds re-programmed from the HRRLF pursuant to Appendix A, the Town and HRA shall negotiate a fee in writing.

#### **6. GENERAL PROVISIONS**



HRA shall comply with all applicable federal and state statutes, regulations and administrative guidelines pertaining to Community Development Block Grants and the use of federal funds.

#### **6.1. Assignment**

Provision of services outlined in this Agreement may not be assigned by HRA, in whole or in part, without prior written authorization from the Town.

#### **6.2. Accounting**

HRA shall establish, maintain and monitor a financial management system with detailed records of all program operations and finances in accordance with Generally Accepted Accounting Principles and rules and regulations established by The U.S. Department of Housing and Urban Development (HUD) and DHCD.

Upon termination of this Agreement in accordance with Section 7, all Town funds in the HRRLF shall be returned to the Town within sixty (60) days, with the exception of expenses incurred in accordance with this agreement prior to the effective date of termination.

#### **6.3. Audit**

HRA shall contract with a qualified professional Certified Public Accountant to conduct an annual independent financial audit of its operations, programs and services and shall provide a copy of the audit report to the Town within 30 days of the time that said report is accepted by the HRA Board of Commissioners.

HRA shall cooperate fully with any audit by the Town, DHCD, State Auditor's office, or HUD of funds administered under this Agreement.

#### **6.4. Records**

HRA shall maintain in accordance with 24 CFR Subtitle A - Part 85, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, accounting records, and purchase orders, that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Housing and Community Development Act of 1974, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. HRA shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

HRA shall make all books, accounts, records, reports, files, and other documents that relate to its activities under this Agreement available at all reasonable times for inspection, review, and audit by the authorized representatives of the Town, DHCD, HUD, the Inspector General of the United States and of the Commonwealth, the Auditor of the Commonwealth, and the U.S. General Accounting office. The Commonwealth reserves the right of the Governor or his/her designee, the Secretary of Administration and Finance, and the State Auditor and his/her designee, at reasonable times and upon

reasonable notice, to examine the books, records, and other data of HRA that pertains to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

#### **6.5. Confidentiality**

HRA shall respect the privacy and confidentiality of information provided by program participants consistent with applicable federal and state regulations, including M.G.L., C. 66, Section 10, regarding access to public records.

#### **6.6. Procurement**

All procurement of goods and services using Town funds shall be conducted in accordance with federal and state law. HRA shall adhere to the requirements set forth in 24 CFR Subtitle A-Part 85.36 and Mass. CDBG regulations, procedures and guidelines with respect to standards governing procurement, and any applicable provisions of state laws and regulations relative thereto, including but not limited to: Massachusetts General Laws Chapter 7, section 30B et seq.; Chapter 30B; Chapter 30, section 39M; Chapter 149, sections 44A through 44L; and Chapter 484 of the Acts of 1984. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. HRA shall maintain records sufficient to detail the process for procurement.

#### **6.7. Non-discrimination**

HRA shall comply with all federal and state laws and regulations designed to prevent housing discrimination in provision of services outlined in this Agreement, including but not limited to requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88 352), and the regulations issued pursuant thereto by HUD (24 CFR Part 1); Title VIII of the Civil Rights Act of 1968 (Public Law 90 284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act Of 1975 (42 U.S.C. 6101 et set.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 74); the Americans with Disabilities Act 42 USC 12101,28 CFR Part 35, or as amended; 29 USC 3791 et. Seq.; Executive Orders 227,237,246; Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 74, as amended and revised by Executive orders 116, 113 and 227; and Mass. CDBG regulations, procedures or guidelines. HRA shall not discriminate against shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, marital or familial status, age, ancestry, mental or physical disability or handicap, receipt of public assistance or housing subsidy, or status as a veteran or member of the Armed Forces, or any other protected class. HRA shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their of race, color, national origin, sex, sexual orientation, gender identity, religion, marital or familial status, age, ancestry, mental or physical disability or

handicap, receipt of public assistance or housing subsidy, or status as a veteran or member of the Armed Forces. Such action shall include, but not be limited to, the following; employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. HRA shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. HRA shall state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, sex, sexual orientation, gender identity, religion, marital or familial status, age (provided that households must include an adult to be eligible for services), ancestry, mental or physical disability or handicap, receipt of public assistance or housing subsidy, or status as a veteran or member of the Armed Forces, or any other protected class.

#### **6.8. Conflict of Interest**

HRA shall comply with Massachusetts and federal laws and regulations on conflict of interest in provision of services under this Agreement including Massachusetts Conflict of Interest Statute M.G.L., C.268A, and the Federal Conflict of Provisions at 24 CFR 570.489 and the Federal Hatch Act, 5 U.S.C. ss 1501 et seq.

#### **6.9. Fair Housing**

In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, HRA shall adhere to the provisions of Massachusetts Executive Orders 215 and 227.

#### **6.10. Employment Opportunities**

Where applicable, HRA will comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

#### **6.11. Labor Standards**

Where applicable, HRA will adhere to the provisions of section 110 of the Act, and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property or rehabilitation of residential property designed for residential use of eight or more families, HRA will adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti Kickback Act.

#### **6.12. Compliance with federal, state and local law and regulations**

All activities authorized by this Agreement shall be subject to and performed in accordance with all applicable provisions of federal, state and local law and regulations, as well as Massachusetts guidelines, policies and procedures pertaining to administration of Community Development Block Grants and all its attachments, including, where relevant, Section 4.14, Flood Disaster Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18, Relocation Assistance), and all applicable federal regulations, including but not limited to any

applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time; 24 CFR 570.200(j) Religious Organizations; OMB Circular A-133 Audits of State, Local, and Non-profit organizations; OMB Circular A-87 Cost Principals for State and Local Government; 24 CFR Part 85 Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments (including where relevant Subpart B and C-85.20 through 85.22; 85.25; 85.30 through 85.37), all applicable State and local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by DHCD.

#### **6.13. Licenses**

HRA will procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Scope of Services as required by federal, state, or local laws or regulations, and will comply with the provisions of 24 CFR Subpart A, Part 85.36, if applicable, with respect to any bonding or other insurance requirements.

#### **6.14. Copyright**

No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of Mass. CDBG.

#### **6.15. Indemnification**

HRA shall indemnify, defend, and hold the Town harmless from and against any and all claims, demand, liabilities, actions, causes of action, cost and expenses caused by or arising out of HRA's breach of this agreement, or the negligence or misconduct of HRA, or HRA's agents or employees.

#### **6.16. Certifications**

Required certifications of tax compliance and non-collusion are included in Appendix D.

#### **6.17. Amendment**

This Agreement may be amended in writing by the signatories hereto.

#### **6.18. Severability**

If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other parts of this agreement shall nevertheless be in full force and effect so long as the Agreement continues to reflect the agreement of the Parties.

### **7. TERMINATION**

This Agreement may be terminated with or without cause by either party upon one hundred twenty (120) days written notice to the other party.

In addition, either party may terminate this Agreement under the following circumstances:

- Disapproval by either HUD or DHCD of the terms and conditions of this Agreement as



it may be amended;

- Failure by either party to materially meet its obligations under this Agreement, provided that the aggrieved party shall provide the other party with a written notice of material breach and an opportunity to correct said breach. The notice of breach shall allow the offending party sixty (60) days to correct the breach.

In the event of termination, the Town shall be responsible for payment of all expenses incurred or obligated in accordance with this Agreement prior to the effective date of termination.

In the event of written notice of termination by the Town due to material breach of this Agreement by HRA, HRA shall immediately cease depositing loan proceeds in the Town's account, and shall not enter into any new agreements for Housing Rehabilitation Loans after receipt of the notice of termination. In this instance, HRA shall not be entitled to compensation under Section 5.1 of this Agreement after notice of termination is received, unless and until the Parties agree in writing to the payment of these fees.

Upon the effective date of termination, all finished and unfinished procurement, if any, and all reporting requirements shall become the responsibility of the Town.

Within sixty (60) days of termination, HRA shall provide the Town with final financial statements and program records.

## **8. INSURANCE**

### **8.1. HRA Insurance**

HRA shall, at all times during the Contract, maintain the following insurance policies in full force and effect: General Liability, Professional Liability, Automobile Liability and Workers' Compensation. All insurance shall be by insurers acceptable to the Town, and for the following minimum levels of coverage:

**General Liability:** \$2,000,000 aggregate limit, \$1,000,000 per occurrence

**Professional Liability:** \$1,000,000

**Automobile Insurance:** \$1,000,000 for bodily injury, \$250,000 for property damage.

The Town shall be named as an additional insured on the Automobile Liability policy.

Before commencement of work hereunder, HRA agrees to furnish the Town with certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation of material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

### **8.2. Contractor Insurance**

HRA shall require and verify that all contractors performing work for residents of the Town under this contract maintain General Liability and Automobile Liability Insurance policies, and Workers Compensation and Employer's Liability policies if they have employees. All insurance shall be by insurers acceptable to HRA and for the following minimum levels of coverage:

**General Liability:** \$300,000 aggregate, \$100,000 per occurrence

**Automobile Insurance:** \$100,000 for bodily injury, \$50,000 for property damage.

HRA reserves the right to increase coverage limits.

Certificates of Insurance acceptable to HRA shall be filed with HRA prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least ten days prior written notice has been given to HRA.

## **9. APPLICABLE LAW**

This Agreement, and the application or interpretation hereof, shall be governed by the laws of the Commonwealth of Massachusetts.

## **10. NOTICE**

Notice under this Agreement shall be delivered in writing to:

For the Town:

Board of Selectmen

Town of Erving

12 East Main Street

Erving, MA 01344

For HRA:

Executive Director

Franklin County Regional Housing & Redevelopment Authority

42 Canal Road

Turners Falls, MA 01376



**APPENDIX A:  
USE OF HOUSING REHABILITATION REVOLVING LOAN FUNDS**

**1. Housing Rehabilitation Loans**

- The per-project maximum award of HRRLF shall be the same as DHCD limits for CDBG housing rehabilitation loans. HRA  may/may not  consider awards that exceed the limits as long as waivers are obtained from DHCD.
- Loans from the Housing Rehabilitation Revolving Loan Fund shall be structured as (check one):
  - 100 percent deferred payment loans, with the principal due and payable when the property is sold or transferred
  - declining balance deferred payment loans, with 50 percent of the principal forgiven over a 15-year period, and the remainder due and payable when the property is sold or transferred.(This provision applies only when the Town does not have a current CDBG grant for Housing Rehabilitation. When the Town has a current grant, loans from the Housing Rehabilitation Revolving Loan Fund shall be structured in the same way as outlined in the current grant)
- HRA  may/may not  consider requests for loan forgiveness in cases of extreme hardship (see Appendix C).

**2. Other CDBG-eligible Activities**

If the Town wishes to request use of funds in the Housing Rehab Revolving Loan Fund account for another eligible purpose other than housing rehabilitation, HRA will, if required, submit a request to DHCD for re-programming of the funds for the Town's requested use, in accordance with the Town's Program Income Plan (see Appendix D).

If the request to DHCD is approved, the Town may elect to administer the activity itself, or contract with HRA for administration. If the Town elects to administer the activity itself, it shall be solely responsible for compliance with all federal and state laws, regulations and guidelines applicable to CDBG program income.

If the Town elects to have HRA administer another CDBG-eligible activity using funds re-programmed from the HRRLF, the parties shall negotiate a fee for this service, and HRA shall remain responsible for compliance with all federal and state laws, regulations and guidelines applicable to CDBG program income.



**APPENDIX B:  
MORTGAGE AND PROMISSORY NOTE**

**B.1 Sample Mortgage, 100% Deferred Payment Loan**

**AFFECTED PREMISES:**

**MORTGAGE**

I/WE, \_\_\_\_\_ of \_\_\_\_\_  
County, Massachusetts, hereinafter called the Mortgagor(s), for consideration paid, grant to the  
**FRANKLIN COUNTY REGIONAL HOUSING & REDEVELOPMENT AUTHORITY**, a body  
politic established under Chapter 956 of the Acts of 1953 and having its principal place of  
business at 42 Canal Road, Turners Falls, Franklin County, Massachusetts, hereinafter called the  
Mortgagee, with mortgage covenants, to secure the payment of

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

without interest until title to hereafter described real estate becomes vested in a person other than  
the Mortgagor(s), voluntarily, or involuntarily, or by operation of law or on demand if the  
Mortgagor violates any of the terms of the rehabilitation documents or the work is not being  
done timely or in accordance with the rehabilitation documents as determined by the Mortgagee  
in its sole discretion at which time interest shall become payable at the rate of ten percent (10%)  
per annum all as provided in a note of even date, and also to secure the performance of all  
agreements and conditions herein contained.

The land with the buildings thereon situated at \_\_\_\_\_ in \_\_\_\_\_  
County, Massachusetts, bounded and described as follows:

**PLEASE SEE "EXHIBIT A" ATTACHED**

**PRIOR MORTGAGES LISTED**

If any default shall occur in any prior mortgage or any postponement of payment or extension of  
said prior mortgage on the mortgaged premises and same shall continue for a period of thirty  
days, or if entry shall be made or foreclosure proceedings commenced under such prior mortgage  
or if the Mortgagor should sell, transfer or enter into an agreement to sell the mortgaged  
premises, or title should otherwise become vested, voluntarily, involuntarily or by operation of  
law, in any person other than the Mortgagor, or on demand if the Mortgagor violates any of the  
terms of the rehabilitation documents or the work is not being done timely or in accordance with  
the rehabilitation documents as determined by the Mortgagee, in its sole discretion, then the

entire debt secured hereby shall become immediately due and payable at the option of the holder hereof.

This mortgage is upon the STATUTORY CONDITION, and upon the further condition that all covenants and agreements of the Mortgagor contained herein and in the Note shall be kept and fully performed, for any breach of which the Mortgagee shall have the STATUTORY POWER OF SALE.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

In the presence of:

\_\_\_\_\_  
Homeowner(s)

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence of identification which was \_\_\_\_\_, to be the persons(s) whose name(s) is/are signed above in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

\_\_\_\_\_  
, Notary Public

My Commission Expires:

**B.2 Sample Promissory Note, 100% Deferred Payment Loan**

**PROMISSORY NOTE**

Amount: \$ \_\_\_\_\_  
Turners Falls, MA

Date: \_\_\_\_\_

FOR VALUE RECEIVED, I (WE), jointly and severally, promise to pay to

FRANKLIN COUNTY REGIONAL HOUSING & REDEVELOPMENT AUTHORITY  
(AUTHORITY) or order, the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_)

without interest (except as hereafter provided) when title to the real estate covered by the mortgage given as security for this note has become vested, legally or equitably, in any person other than the maker, whether voluntarily, involuntarily or by operation of law. The maker(s) agree to notify the holder of this note upon such transfer of title. Interest shall become payable at the rate of 10% per annum from the time of such transfer of title.

The purpose of this note is to fund the rehabilitation of the property described in the mortgage securing this note and the funds will be advanced in installments as rehabilitation progresses. In the event that the maker(s) violate any of the terms of the rehabilitation documents or the work is not being done timely or in accordance with the rehabilitation documents as determined by the Authority in its sole discretion, it shall have the right to withhold further advances and may also demand payment of all funds previously advanced hereunder.

The maker(s) and each of them severally waive demand, notice and protest.

The maker(s) agree that the holder of this note shall have the right, without notice, to deal in any way at any time with any such party or to grant to any such party any extensions of time for payment of any said indebtedness or any other indulgences or forbearances whatsoever without in any way affecting the personal liability of any party hereunder.

The maker(s) shall have the right to prepay this note in full at any time but shall have no right to make partial payments.

This note is secured by a mortgage of real estate located at \_\_\_\_\_

In the presence of:

\_\_\_\_\_  
Homeowner (s)

**B.3 Sample Mortgage, 50% Deferred Payment/50% Declining Balance Loan**

**AFFECTED PREMISES:**

**MORTGAGE**

I/WE, \_\_\_\_\_ of \_\_\_\_\_ County, Massachusetts, hereinafter called the Mortgagor(s), for consideration paid, grant to the FRANKLIN COUNTY REGIONAL HOUSING & REDEVELOPMENT AUTHORITY, a body politic established under Chapter 956 of the Acts of 1953 and having its principal place of business at 42 Canal Road, Turners Falls, Franklin County, Massachusetts, hereinafter called the Mortgagee, with mortgage covenants, to secure the payment of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), without interest (except as hereafter provided) as follows:

The principal amount of \$ \_\_\_\_\_ shall be divided in to two equal amounts ("one half of the principal"), then:

- A. One-half of the principal shall be reduced on a pro rata basis beginning on the first year anniversary date of this note and then upon each year anniversary date thereafter ("reduction date"), until 15 years from the date of this note (1/15 of one half of the principal reduced per year) when said one-half principal amount, or any remaining portion thereof, shall no longer be due and payable ("forgiveness period"); however if title to the real estate becomes vested, legally or equitably, in any person other than the maker, whether voluntarily, involuntarily or by operation of law prior to the end of said 15 year forgiveness period, or on demand if the Mortgagor violates any of the terms of the rehabilitation documents or the work is not being done timely or in accordance with the rehabilitation documents as determined by the Mortgagee in its sole discretion. Then the amount of principal due and owing shall be the sum total of each annual pro rata share reduced on any reduction date plus one-half of the principal as stated in Section B; and
- B. One-half of the principal shall be paid at any time if title to the real estate becomes vested, legally or equitably, in any person other than the maker, whether voluntarily, involuntarily or by operation of law or on demand if the Mortgagor violates any of the terms of the rehabilitation documents or the work is not being done timely or in accordance with the rehabilitation documents as determined by the Mortgagee in its sole discretion.

The maker(s) agree to notify the holder of this note upon such transfer of title. Interest shall become payable on the principal amount due at the rate of 10% per annum from the time of such transfer of title or on demand if the Mortgagor violates any of the terms of the rehabilitation documents or the work is not being done timely or in accordance with the rehabilitation documents as determined by the Mortgagee in its sole discretion.

The land with the buildings thereon situated in \_\_\_\_\_, \_\_\_\_\_ County, Massachusetts, bounded and described as follows:

**PLEASE SEE "EXHIBIT A" ATTACHED**

**PRIOR MORTGAGES**

If any default shall occur in any prior mortgage or any postponement of payment or extension of said prior mortgage on the mortgaged premises and same shall continue for a period of thirty days, or if entry shall be made or foreclosure proceedings commenced under such prior mortgage or if the Mortgagor should sell, transfer or enter into an agreement to sell the mortgaged premises, or title should otherwise become vested, voluntarily, involuntarily or by operation of law, in any person other than the Mortgagor, or on demand if the Mortgagor violates any of the terms of the rehabilitation documents or the work is not being done timely or in accordance with the rehabilitation documents as determined by the Mortgagee, in its sole discretion, then the entire debt secured hereby shall become immediately due and payable at the option of the holder hereof.

This mortgage is upon the STATUTORY CONDITION, and upon the further condition that all covenants and agreements of the Mortgagor contained herein and in the Note shall be kept and fully performed, for any breach of which the Mortgagee shall have the STATUTORY POWER OF SALE.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

In the presence of:

\_\_\_\_\_  
Homeowner(s)

**COMMONWEALTH OF MASSACHUSETTS**

Franklin, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence of identification which was \_\_\_\_\_, to be the persons(s) whose name(s) is/are signed above in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

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

**B.4 Sample Mortgage, 50% Deferred Payment/50% Declining Balance Loan**

**PROMISSORY NOTE**

Amount: \_\_\_\_\_

Turners Falls, MA

Date: \_\_\_\_\_

FOR VALUE RECEIVED, I (WE)(“Maker”), jointly and severally, promise to pay to

FRANKLIN COUNTY REGIONAL HOUSING & REDEVELOPMENT AUTHORITY (“AUTHORITY”) or order, the sum of \_\_\_\_\_, without interest (except as hereafter provided) as follows:

The principal amount of \$ \_\_\_\_\_ shall be divided in to two equal amounts (“one half of the principal”), then:

- A. one-half of the principal shall be reduced on a pro rata basis beginning on the first year anniversary date of this note and then upon each year anniversary date thereafter (“reduction date”), until 15 years from the date of this note (1/15 of one half of the principal reduced per year) when said one-half principal amount, or any remaining portion thereof, shall no longer be due and payable (“forgiveness period”); however if title to the real estate becomes vested, legally or equitably, in any person other than the maker, whether voluntarily, involuntarily or by operation of law prior to the end of said 15 year forgiveness period or if the Maker violates any of the terms of the rehabilitation documents or on demand if the work is not being done timely or in accordance with the rehabilitation documents as determined by the Authority in its sole discretion, then the amount of principal due and owing shall be the sum total of each annual pro rata share reduced on any reduction date plus one-half of the principal as stated in Section B; and
- B. one-half of the principal shall be paid at any time if title to the real estate becomes vested, legally or equitably, in any person other than the maker, whether voluntarily, involuntarily or by operation of law or on demand if the Maker violates any of the terms of the rehabilitation documents or the work is not being done timely or in accordance with the rehabilitation documents as determined by the Authority in its sole discretion.

The maker(s) agree to notify the holder of this note upon such transfer of title. Interest shall become payable on the principal amount due at the rate of 10% per annum from the time of such transfer of title or on demand if the Maker violates any of the terms of the rehabilitation documents or the work is not being done timely or in accordance with the rehabilitation documents as determined by the Authority in its sole discretion.

The purpose of this note is to fund the rehabilitation of the property described in the mortgage securing this note and the funds will be advanced in installments as rehabilitation progresses. In the event that the maker(s) violate any of the terms of the rehabilitation documents or the work is not being done timely or in accordance with the rehabilitation documents as determined by the Authority in its sole discretion, it shall have the right to withhold further advances and may also demand payment of all funds previously advanced hereunder.



The maker(s) and each of them severally waive demand, notice and protest.

The maker(s) agree that the holder of this note shall have the right, without notice, to deal in any way at any time with any such party or to grant to any such party any extensions of time for payment of any said indebtedness or any other indulgences or forbearances whatsoever without in any way affecting the personal liability of any party hereunder.

The maker(s) shall have the right to prepay this note in full at any time but shall have no right to make partial payments.

This note is secured by a mortgage of real estate located at \_\_\_\_\_

In the presence of:

\_\_\_\_\_

\_\_\_\_\_

**Homeowner(s)**

**APPENDIX C:  
SUBORDINATION, TRANSFER, RELEASE AND FORGIVENESS POLICY**

The Franklin County Regional Housing and Redevelopment Authority (HRA) administers a Housing Rehabilitation Loan Program for municipalities in Franklin County and the Town of Amherst. Housing rehabilitation loans are structured as long-term, zero-interest deferred payment or deferred payment/declining balance loans to allow residents with low or moderate income, who would otherwise be unable to obtain financing, to make important health and safety improvements to their homes. Repayment is due at the time of sale or transfer of the property. This structure promotes financial responsibility among borrowers and allows for recycling of loan funds to benefit additional households with low to moderate income.

**Subordination**

HRA will grant requests to subordinate housing rehabilitation loans as long as the value of existing and proposed loans does not exceed 90 percent of current property value. If a bank appraisal is required for a new loan, the appraisal will be used to determine the market value. In most other instances, the current assessor's valuation will be used; however, HRA reserves the right to require an appraisal if it has reason to believe that the assessor's value does not reflect market value. All recorded debt will be subtracted from the appraised or assessed value to determine owner's equity.

Exceptions: HRA will consider exceptions to the 90 percent loan-to-value ratio in the following instances:

1. The loan recipient is refinancing mortgage debt to obtain a lower interest rate, modify the term of the mortgage, reduce the principal balance of the mortgage and/or lower overall mortgage cost. Cash back at closing may not exceed \$1,000.
2. The loan recipient is borrowing additional funds due to economic hardship. In this instance, HRA will consider the purpose of the request, the terms of existing and proposed loans, the borrower's ability to repay existing and proposed loans, and any previous requests for subordination. If the request is granted, HRA may require the borrower to document the use of additional funds borrowed. It is the policy of HRA to deny exceptions to the loan-to-value policy in the instance of financial hardship that appears to have been created by the borrower due to voluntary poor financial choices.

Housing rehabilitation loan recipients requesting a subordination shall submit their request on forms provided by HRA, with all supporting documents. HRA reserves the right to request additional information.

The Director of Community Development of HRA will review completed requests for subordination and provide the applicant with a response in writing within 10 business days if the loan to value does not exceed 90 percent, and 30 days for a request under the exception provision. If necessary, HRA will make every reasonable effort to work with a third party on the applicant's behalf to obtain missing information to complete an application. If, after 30 days, the third party is unable or unwilling to provide the requested information, a denial will be issued and the



subordination review will be closed. If the information becomes available after denial is issued, the request must be re-submitted and a non-refundable administrative review fee of \$50.00 must be paid.

If an application is denied for reasons other than lack of information, the applicant may appeal the Director of Community Development's decision to the Loan Subordination and Forgiveness Committee, as described below. The decision of the committee is final.

The property owner is responsible for working with the lender and an attorney to prepare subordination documents, paying any fees to record the documents, and ensuring that a copy of the recorded subordination agreement is returned to HRA.

### **Transfer**

Housing rehabilitation loan borrowers may request that their HRA mortgage be transferred to facilitate sale to a family member. HRA will consider requests to transfer housing rehabilitation loans as long as the party acquiring the property meets current income eligibility thresholds for a new loan.

If the property has more than one unit and the new owner will be using the premises as his/her primary residence, s/he will be required to execute an agreement to rent the other unit(s) to households earning no more than 80 percent of area median income for a 15-year period, and rent may not exceed current HUD fair market rent for Franklin County. In this instance, the mortgage will be modified to add a requirement that the owner pay 15 percent of the principal in the event of non-compliance with the rental agreement.

If the new owner will not be using the property as a primary residence, s/he will be required to execute and record an affordable housing deed restriction, limiting rental to households earning no more than 80 percent of area median income for a 15-year period, and rent may not exceed current HUD fair market rent for Franklin County.

The property owner is responsible for working with an attorney to prepare transfer documents, paying any fees to record the documents, and ensuring that a copy of the recorded deed is returned to HRA.

### **Release**

HRA will consider requests for partial release of property secured by housing rehabilitation loans as long as sufficient equity remains in the property remaining after the release to ensure a 90 percent loan to value ratio for all HRA debt secured by the remaining property.

HRA will consider exceptions to the 90 percent loan-to-value ratio in the event of requests for releases due to economic hardship. In this instance, HRA will consider the reason for the request, the proposed use of proceeds from sale or transfer of property released from the lien, if any, and the borrower's ability to repay the housing rehabilitation loan before and after the partial release. If the request is granted, HRA will require the borrower to document the use of proceeds from the sale of property released from the lien, if any.

Under all circumstances, requests for partial release must be accompanied by a legal description and survey of the portion of the property proposed for the release, a current appraisal of the market value of the property before and after the proposed release, a current listing of all debt secured by the property, and an opinion from the building inspector or an attorney that the remaining property will not be adversely impacted under current zoning and land use laws as a result of the partial release request.

The Director of Community Development of HRA will review completed requests for partial release and provide the applicant with a response in writing within 30 days. If necessary, HRA will make every reasonable effort to work with a third party on the applicant's behalf to obtain missing information to complete an application. If, after 30 days, the third party is unable or unwilling to provide the requested information, a denial will be issued and the request for release will be denied. If the information becomes available after denial is issued, the request must be re-submitted and a non-refundable administrative review fee of \$50.00 must be paid.

If an application is denied for reasons other than lack of information, the applicant may appeal the Director of Community Development's decision to the Loan Subordination and Forgiveness Committee, as described below. The decision of the committee is final.

The property owner is responsible for working with an appraiser, attorney and the Town to prepare information and documents, paying any fees required for permits, the release and for recording of documents, and ensuring that a copy of the recorded deed is returned to HRA.

#### **Forgiveness**

If the Town's agreement with HRA authorizes loan forgiveness, property owners may request partial or full forgiveness or discharge of housing rehabilitation loans in cases of hardship or emergency beyond the control of the borrower, such as serious illness or job loss, when the property must be refinanced or sold and there is insufficient equity to cover existing liens.

Borrowers requesting loan forgiveness shall submit their request on a form provided by HRA, with all supporting documents. HRA reserves the right to request additional information.

Loan forgiveness requests shall be considered by a Loan Subordination and Forgiveness Committee composed of the HRA Executive Director or Assistant Executive Director, Director of Community Development, Director of the Housing Consumer Education Center, and two representatives appointed by the HRA Board of Commissioners. With the exception of the Director of Community Development, members of the committee shall consider applications on an anonymous basis. The committee shall consider the following factors in making its decision:

- The reason for the request
- The borrower's ability to repay the loan, as indicated by income, assets (including the value of the property subject to the loan) and total debt
- The amount of the loan outstanding and the amount the borrower is requesting be forgiven
- The amount of time that has elapsed since the loan was recorded.

HRA's policy is to deny requests for loan forgiveness due to financial hardship that appears to have been created by the borrower due to voluntary poor financial choices.

The decision of the loan forgiveness committee is final. Once denied, applications for loan forgiveness may not be re-submitted unless the circumstances of the borrower have changed substantially.

The property owner is responsible for working with an attorney to prepare documents, paying any fees to record the documents, and ensuring that copies of recorded documents are returned to HRA.

**APPENDIX D:  
PROGRAM INCOME PLAN**

The following Program Income Plan sets priorities and establishes guidelines for the use and administration of funds that have been and will be recaptured from activities conducted with Community Development Block Grants (CDBG) awarded to the Town of Erving (Town). Recaptured funds originate from the following sources:

1. **Owner-occupied housing rehabilitation loans (single family):** Funds are returned to the Town upon sale or transfer of properties that have been rehabilitated with loans from CDBG or the Housing Rehabilitation Revolving Loan Fund administered for the Town by the Franklin County Regional Housing and Redevelopment Authority (HRA). Repayment of funds is according to the terms of the mortgage placed on the subject property to secure the housing rehabilitation loan, which is either of the following financial mechanisms, depending upon what CDBG program year the loan was made: (a) a zero percent deferred payment loan paid in full, or (b) a zero percent deferred payment/declining balance loan, whereby 50 percent of the loan is paid in full upon sale or transfer of the subject property, and 50 percent of the loan is forgiven over a fifteen (15) year term (i.e., 50 percent of the loan is reduced by 1/15<sup>th</sup> for each year the loan mortgage is on record with the property).
2. **Owner-occupied multi-family and investor-owned affordable rental housing rehabilitation loans:** Recapture of funds is by the same mechanisms listed in (1). However, these loans also require time-limited affordable rental agreements. If the owner of the property is not in compliance with the affordable rental agreement during the term of the agreement, a 15 percent penalty will be assessed on the principal mortgage balance owed at the time of sale or transfer.

**Program Income Priorities**

The Town has prioritized the following CDBG-eligible activities for use of its Program Income:

1. **Housing Rehabilitation Revolving Loan Fund:** Program income funds will be deposited in a revolving loan fund administered by the Franklin County Regional Housing and Redevelopment Authority for the Town in accordance with an agreement between the Town and HRA. Funds will be loaned to income-eligible property owners for rehabilitation of owner-occupied single-family and multifamily properties in accordance with federal and state regulations.
2. **Infrastructure and public facilities projects:** Program income funds may be used solely or in conjunction with other funding sources to complete CDBG-eligible infrastructure projects in accordance with federal and state regulations.
3. **Other CDBG-eligible activities:** Program income funds may be used for any other CDBG-eligible activity, including but not limited to social service programs for income-eligible recipients, to be determined by the Town in consultation with the Massachusetts Department of Housing and Community Development.

Use of Program Income funds that have been deposited in the Housing Rehabilitation Revolving Loan Program for priorities #2 and #3 will require a program amendment in accordance with the Massachusetts CDBG Program Manual.

**APPENDIX E:  
CERTIFICATIONS**

**Certificate of Tax Compliance**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A, the signatory  
for

**FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY**  
(Print/type name of contractor)

Certifies under the pains and penalties of perjury that said contractor has complied with all  
laws of the Commonwealth of Massachusetts relating to taxes.

Contractor:

By:

  
**Robin Sherman**

(Signature of authorized representative)

**Executive Director**

(Title)

July 8, 2011

(Date)

3-29-13

**CERTIFICATIONS**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal 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 natural person, business,  
Town, corporation, union, committee, club, or other organization, entity, or group of  
individuals.

Printed name, Title: Robin Sherman, Executive Director

Name of Business: Franklin County Regional Housing and Redevelopment Authority

Signature 