

TOWN OF ERVING

SELECT BOARD / WATER COMMISSIONERS

To be held at the Senior & Community Center,
1 CARE DRIVE, ERVING, MASSACHUSETTS 01344

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

Bryan Smith
Town Administrator

Meeting Agenda Monday, July 10, 2023

This meeting is open to the public.

Scheduled Business

<i>Time</i>	<i>Agenda Item</i>
6:30 PM	Call to Order
6:45 PM	Joint meeting with Senior Housing- Senior Housing RFP Review

Old Business

<i>Agenda Item</i>	<i>Section</i>
Review of Hazard Communication Policy Draft- 4 th Read	1

New Business

<i>Agenda Item</i>	<i>Section</i>
Meeting Minutes: June 26, 2023, and June 28, 2023	2
FY2024 Select Board Reorganization	3
FY2024 Select Board Liaison Assignments	4
Surplus Equipment Request- Police- Refrigerator- 1 st Reading	5
Review of Senior Housing Request for Proposals	6

Other Business

Signing of the Treasury Warrant

Executive Session: pursuant to Massachusetts General Law Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining ...if an open meeting may have a detrimental effect on the bargaining ... position of the public body and the chair so declares (American Federation of State, County, and Municipal Employees, Council 93) (Water & Wastewater Unit).

Executive Session: pursuant to Massachusetts General Law Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining ...if an open meeting may have a detrimental effect on the bargaining ... position of the public body and the chair so declares (New England Benevolent Police Association, Local 121) (Police Unit).

Executive Session: pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (2) to conduct strategy sessions in preparation for negotiations with nonunion personnel ... and contract negotiations with non-union personnel (Town Administrator Bryan Smith).

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

Anticipated Next Meeting Dates

Monday, July 24, 2023- 6:30PM	Monday, August 07, 2023- 6:30PM
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Note: These agenda items and estimated times are those reasonably anticipated by the Chair. Not all items listed may in fact be discussed and other items not listed may be brought up for discussion. Estimated agenda times may need to be changed on the night of the meeting for the sake of expediency. Section numbers correspond to agenda packets and are not an indication of the order of the agenda

Town of Erving

Select Board Public Meeting Participation Guidance

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

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

HSP-010

12 Main Street
Erving, Massachusetts 01344
Telephone: (413) 422-2800
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Plan

Hazard Communication 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

In order to comply with OSHA 1910.1200, Hazard Communication Standard, the following written Hazard Communication Program has been established for the Town of Erving. The written program will be available at the Erving Town Hall, Town website, and on the All-Staff drive for review by any interested employee.

.03 Responsible Person

The term “Responsible Person” is used throughout this policy. The designation of Responsible Person is assigned to appropriate positions throughout the Town per department. The table below identifies those positions.

Department	Position
Elementary School	Maintenance Director
Fire Department	Fire Chief

Highway Department	Highway Superintendent
Wastewater & Water Department	Wastewater & Water Superintendent
Buildings & Grounds (all other buildings not listed above)	Senior Custodian

.04 Container Labeling

The Responsible Person for each department shall verify that all in-coming containers received for use are clearly labeled with:

1. Product identifier
2. Signal word
3. Hazard statement(s)
4. Pictogram(s)
5. Precautionary statement(s) and:
6. Name, address and telephone number of the chemical manufacturer, importer or other responsible party

.05 Solid Material Labeling

The Responsible Person for each department will verify that all solid materials not exempted due to their downstream use; were delivered with a label or received the label prior to the initial shipment and need not be included in subsequent shipments unless information on the label changes.

The Responsible Person for each department at each work site will ensure that all secondary containers are labeled with either an extra copy of the original manufacturer's label or with our company's own labels which have: Product identifier, words, pictures, symbols or combination thereof, which provide at least general information regarding the hazards of the chemicals. For help with labeling contact the Health Safety Officer.

.06 Safety Data Sheets (SDS)

The Responsible Person for each department will be responsible for obtaining and maintaining safety data sheets (SDS) for the Town.

It is the policy of the Town that when toxic or hazardous substances are received without an SDS or the appropriate SDS is not on file at the Town of Erving that the chemical will not be accepted until such information is available.

The Responsible Person for each department will review incoming safety data sheets for new and significant health/safety information. They will see that any new information is passed on to the affected employees. If a SDS is incomplete, a new SDS will be requested from the manufacturer/supplier by the Responsible Person for each department. Safety data sheets are available to each employee during their work shift. To obtain a copy of the SDS, a physical manual is on premise at the Town Hall, the Police Station, Fire Station 1, Fire Station 2, the Public Library, the Senior & Community Center, the Wastewater Treatment Plant #1 (POTW1), the Wastewater Treatment Plant #3 (POTW3), the Well House, and the Elementary School. PDF copies are also saved to the All-Staff drive.

.07 Employee Training and Information

The Health Safety Officer is responsible for the employee training program. Each Department Head, or designee, will ensure that all elements specified below are carried out for employees of their department.

Prior to starting work each new employee of the Town of Erving will attend a health and safety orientation and will receive information and training on the following:

- an overview of the requirements contained in the OSHA Hazard Communication Standard;
- any operations in their work area where hazardous chemicals are present;
- location and availability of our written hazard program;
- physical and health hazards of the chemicals in their work area;
- methods and observation techniques used to determine the presence or release of toxic and hazardous substances in the work area;
- measures employees can take to protect themselves from hazards in their workplace, including specific procedures the employer has implemented to prevent exposure to hazardous chemicals such as appropriate work practices, emergency procedures, and personal protective equipment;
- explanation of the labeling system and what the label information means; and
- explanation of Safety Data Sheets and how employees can use this information to protect themselves.

Prior to a new chemical hazard being introduced into any section of this company, each employee of that section will be given information as outlined above.

.08 List of Hazardous Chemicals

The list of all known toxic and hazardous substances used in the Town of Erving is listed in Appendix A and in the SDS Manual located in each facility, as listed in Section .06 of this policy. Appendix A is maintained and may be updated from time to time by the Health Safety Officer. Further information on each noted substance can be obtained by reviewing the appropriate Safety Data Sheets.

.09 Hazardous Non-Routine Tasks

Periodically, employees are required to perform hazardous non-routine tasks. Prior to starting work on such projects, each affected employee will be given information by their supervisor about hazardous chemicals to which they may be exposed during such activity.

This information will include:

- specific hazards;
- protective/safety measures the employee can take; and
- measures the company has taken to lessen the hazards including ventilation, respirators, presence of another employee, and emergency procedures.

If employees do not understand any aspect of the above information, they should not perform the task. The supervisor should be contacted for additional training.

.10 Hazardous Substances in Unlabeled Pipes (if applicable)

To ensure that our employees who work on unlabeled pipes have been informed as to the hazardous substances contained within, the following policy has been established. Prior to starting work on unlabeled pipes our employees are to contact their supervisor for the following information:

- The hazardous substance in the pipe.
- Potential hazards.
- Safety precautions which shall be taken.

.11 Informing Contractors

It is the responsibility of Chief Procurement Officer to provide contractors the following information:

- Notify contractors of the toxic and hazardous substances to which they may be exposed while on the job site and how the appropriate MSDS can be obtained,
- Precautionary measures that need to be taken to protect contracted employees during the workplace's normal operating conditions and in foreseeable emergencies,
- Explanation of labeling systems used by the Town of Erving

The Chief Procurement Officer will be responsible for contacting each contractor before work is started in the company to gather and disseminate any information concerning chemical hazards that the contractor is bringing to our workplace.

.12 Information and Compliance

If anyone has questions or does not understand this plan, contact Health Safety Officer. The Town of Erving hazard communication program will be monitored by Health Safety Officer to ensure that the policies are carried out and the plan is effective.

.13 Program & Plan/Policy Review

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

Appendix A Known List of Hazardous Chemicals

Town Hall		
Toxic/ Hazardous		
Identity of Chemical (the identity on the SDS)	Substances	Work Areas and Process
Bona Power Plus Hard-Surface Floor Cleaner	Hydrogen Peroxide	Floor cleaning
Brighton Professional Glass Cleaner	Butoxyethanol, Ethyl Alcohol, Butane, Propane	Window cleaning
Clorox Commercial Solutions	Hydrogen Peroxide, Isopropyl Alcohol, Sodium Lauryl Sulfate	Cleaning of solid surfaces
Clorox Commercial Solutions Disinfecting Wipes	Ethylene Glycol Monohexyl Ether, Dimethyl Ethylbenzyl Chloride	Cleaning of solid surfaces
Stainless Steel Water Based	Alcohols, C12-C14, ethoxyated, Methylisothiazolinone	Metal Polish
Fresh Cab	Corn cob carrier/filler, Fragrance oil, Oils Canada balsam	Rodent Repellant
Febreze Air Effects	Ethanol	Air Freshener
Spray Gel	Petroleum Distillates, hydrotreated light, D-Limonene, Orange sweet extract	Cleaner
Humane Choice Disinfecting Wipes	Dicedyl Dimethyl Ammonium Chloride, Benzalkonium Chloride	Cleaning of solid surfaces
KLEENEX Foam Skin Cleanser	Sodium Laureth Sulfate, Cocamidopropyl Betaine, Propylene Glycol	Skincare
Kling	Hydrogen Chloride	Toilet Bowl Cleaner
Lysol Disinfectant Spray	Ethanol, Butane, Propane, Alkyl Dimethyl Bezyl Ammonium Saccharinate	Disinfectant
Mr. Clean Magic Eraser	No chemicals	Cleaning Sponge
Neutra-Dis Lemon	Dicedyl Dimethyl Ammonium Chloride, Alkyl Dimethyl Benzyl Ammonium Chloride, Ethyl Alcohol	Neutral Disinfectant, Cleaner and Deoderizer
64 Neutral Multi-Use Cleaner	Ethoxylated Surfactants, Hydrogen Peroxide, Sodium Hydroxide	General Purpose Cleaner
Raid Ant Baits III	Sucrose, Hydrocarbon Wax, Bauxite Filtered, Abamectin	Insecticide
Resolve Oxi-Action Stain Remover Carpet Cleaner	Hydrogen Peroxide, Sodium Dodecyl Sulphate	Carpet Cleaner
Scott Foam Skin Cleanser	Sodium Laureth Sulfate, Cocamidopropyl Betaine, Propylene Glycol	Skincare
All Purpose Cleaner	Water, Caprylyl/Myristyl Glucoside, Lauramine Oxide, Sodium Gluconate, Sodium Carbonate, Benzisothiazolinone, Methylisothiazolinone	Hard Surface Cleaning
Glass & Surface Cleaner	Water, Decyl Glucoside, Sodium Gluconate, Benzisothiazolinone, Methylisothiazolinone	Hard Surface Cleaning

Simple Green All Purpose Cleaner	Water, C9-11 Alcohols Ethoxylated, Surfactant, Sodium Citrate, Sodium Carbonate, Tetrasodium Glutamate Diacetate, Citric Acid, Blend of Polyoxyalkylene Substituted Chromophores (Cyan and Yellow), Fragrances, Anethole, Eucalyptol, Methylchloroisothiazolinone, Methylisothiazolinone	Cleaner & Degreaser for Water Tolerant Surfaces
Simple Green Clean Finish Disinfectant Cleaner	Tetra Sodium Ethylene diamine Tetra Acetic Acid, Alkyl Dimethyl Ethylbenzyl Ammonium Chloride, Alkyl Dimethyl Benzyl Ammonium Chloride	Disinfecting, Sanitizing, Cleaning and deodorizing on hard, non-porous surfaces
Simple Green d Pro 3 Plus	Water, Didecyl Dimethyl Ammonium Chloride, Alkyl Dimethyl Benzyl Ammonium Chloride, Tetrasodium EDTA, Ethanol, Citric Acid, Fragrance, Colorant	Disinfecting, Sanitizing, Cleaning and deodorizing on hard, non-porous surfaces
Woolite Carpet & Upholstery Cleaner	Isobutane, Propane	Fabric & Upholstery Cleaner

Elementary School		
Toxic/ Hazardous		
Identity of Chemical (the identity on the SDS)	Substances	Work Areas and Process

DRAFT

Fire Station 1		
Toxic/ Hazardous		
Identity of Chemical (the identity on the SDS)	Substances	Work Areas and Process

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Fire Station 2		
Toxic/ Hazardous		
Identity of Chemical (the identity on the SDS)	Substances	Work Areas and Process

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Highway Department		
Toxic/ Hazardous		
Identity of Chemical (the identity on the SDS)	Substances	Work Areas and Process

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Police Station		
Toxic/ Hazardous		
Identity of Chemical (the identity on the SDS)	Substances	Work Areas and Process

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Public Library		
Toxic/ Hazardous		
Identity of Chemical (the identity on the SDS)	Substances	Work Areas and Process
Clorox Disinfecting Wipes	Ethylene glycol monohexyl ether, dimethyl ethylbenzyl ammonium chloride, dimethyl benzyl ammonium chloride	Disinfecting wipes for surfaces
Clorox Pine-Sol	Alcohols, C10-14, ethoxylated	General purpose cleaner
Clorox Toilet Bowl Cleaner	Glycolic acid, Oxytol decyl dimethyl ammonium chlorides n-Alkyl dimethyl benzyl ammonium chlorides	Disinfecting toilets
Febreze Aire Effects	Ethanol	Air freshener
Fresh Cab	Corncob Filler, fragrance oil, oils Canada balsam	Rodent repellent
Goo Gone Spray Gel	Petroleum distillates, hydrotreated light, D-Limonene, Orange extract	Cleaner
Humane Choice	Didecyl dimethyl ammonium chloride, Benzalkonium chloride, Ethanol	Disinfecting wipes
Kling	Hydrogen chloride	Toilet bowl cleaner
Kleenex Foam Skin Cleanser	Sodium laureth sulfate, Cocamidopropyl betaine, propylene glycol	Skin care
Mr Clean Magic Eraser	None	Foam for cleaning
Lavender Neutral Disinfectant Cleaner	Didecyl dimethyl ammonium chloride, alkyl dimethyl benzyl ammonium chloride, Tetrasodium ethylenediamine tetraacetate, 4-nonylphenol, branched, ethoxylated, Ethyl Alcohol	Disinfectant cleaner deodorizer
Neutra Dis Lemon	Didecyl Dimethyl Ammonium, Alkyl Dimethyl Benzyl Ammonium, Ethyl Alcohol	Concentrated Neutral Disinfectant, Cleaner, and deodorizer
Orange Glo	D-glucopyranose, oligomeric, decyl oxytol glycosides, Amides, Coco, N-[3-(dimethylamino)propyl], N-oxides, Trithanolamine, Glycerin	Wood Floor Cleaner
Pledge Multisurface II Antibacterial	Isopropanol, Alkyl ethylbenzalkonium, n-Alkyl dimethyl benzyl ammonium chloride	Disinfectant
Raid Ant Baits	Hydrocarbon wax, bauxite filtered, abamectin	Insecticide
Simple Green Pro 5 Disinfectant – Cleaner- Sanitizer- Fungicide- Mildewstat- Virucide- Deodorizer	Water, Di-n-alkyl dimethyl ammonium chloride, Octyl decyl dimethyl ammonium chloride, Didecyl dimethyl ammonium chloride, Dioctyl dimethyl ammonium chloride, n-Alkyl dimethyl benzyl ammonium chloride, Ethoxylated Alcohol, Ethanol, Tetrasodium EDTA,	Cleaning supply- Disinfectant & general biocidal product

	Sodium Metasilicate, Sodium Hydroxyacetate	
Simple Green d Pro 3 Plus	Water, Didecyl dimethyl ammonium chloride, Alkyl dimethyl benzyl ammonium chloride, Tetrasodium EDTA, Ethanol, Citric Acid, Fragrance Proprietary, Colorant	Disinfecting, sanitizing, cleaning and deodorizing on hard, non-porous surfaces
Swiffer Wet Jet Floor Cleaner	None	Hard surface cleaner

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Senior & Community Center		
Toxic/ Hazardous		
Identity of Chemical (the identity on the SDS)	Substances	Work Areas and Process
Affresh Washer Cleaner	Sodium percarbonate, Sodium carbonate, Glucono-delta-lactone, Polyethylene glycol, Sodium acetate, Fragrance†	Cleansing Agent
AgroBac Foam Wash	WATER, COCAMIDOPROPYL BETAINE, UNDECETH-7, BENZALKONIUM CHLORIDE, COCAMIDOPROPYLAMINE OXIDE, LAURAMINE OXIDE, TETRASODIUM EDTA, CITRIC ACID, MAGNESIUM NITRATE, METHYLCHLOROISOTHIAZOLINONE, MAGNESIUM CHLORIDE, METHYLISOTHIAZOLINONE	Antibacterial hand soap
Ajax Cleaner Powder- Oxygen	Calcium Carbonate, Crystalline Silica	Formulated multi-purpose cleaner
All Temp Machine Detergent 115	Sodium hydroxide	Machine dishwashing detergent
Arm & Hammer Liquid Laundry Detergent Plus Oxiclean	Poly(oxy-1,2-ethanediyl), .alpha.-sulfo-.omega.-(dodecyloxy)-, sodium salt; Alcohols, C12-15, ethoxylated; Sodium carbonate; Benzenesulfonic acid, alkyl derivatives; Benzenepropanal, 4-(1,1-dimethylethyl)- .alpha.-methyl, Tinopal CBS	Laundry Detergent
Buckeye Ripsaw	Water; Benzyl alcohol; Ethylene glycol monophenyl ether; Ethanolamine; Octanoic Acid; Sodium xylenesulfonate; Sodium metasilicate; Sodium hydroxide	Floor finish stripper
Buckeye Clarion 25	tributoxyethyl phosphate; Coalescent	Floor Finish
Clorox Disinfecting Wipes	Ethylene glycol monohexyl ether, dimethyl ethylbenzyl ammonium choride, dimenthyl benzyl ammonium choride	Disinfecting wipes for surfaces
Clorox Pine-Sol	Alcohols, C10-14, ethoxylated	General purpose cleaner
Clorox Toilet Bowl Cleaner	Glycolic acid, Oxytl decyl dimethyl ammonium chorlides n-Alkyl dimethyl benzyl ammonium chlorides	Disinfecting toilets
CLR Pro Calcium, Lime & Rust Remover	Lactic Acid; Lauramine Oxide	Aqueous acidic cleaner for removal of calcium, lime and rust from hard surfaces
Comet Deodorizing Cleanser with Chlorinol	Sodium carbonate; Perlite, expanded; Bentonite; Sulfonic acids, C13-18-alkane hydroxy and C13-18-alkene, sodium salts; Sodium hypochlorite	Hard Surface Cleaner
DMQ Damp Mop Neutral	Water; Alkyl C12-16 Dimethylbenzyl	Disinfectant

Disinfectant Cleaner	Ammonium Chloride; C9-11 Pareth-6; Isopropyl Alcohol; Citrus Terpenes; Citric Acid; Orange Terpenes; Sodium Hydroxide; Terpineol Acetate; Citronellol; Acid Yellow 36; CI 74180	
Easy Off Fume Free Oven Cleaner Aerosol	2-(2-butoxyethoxy)ethanol; potassium carbonate; aminoethanol; isobutane; d-Limonene	Oven Cleaner
Fantastik Scrubbing Bubbles Heavy Duty Lemon Power	None identified	Hard surface cleaner
Forbo Sustain 885-M	None	Flooring
Furniture Polish	Mineral Oil; Propane; N-Butane; Isobutane; Sodium Nitrite; Disodium phosphate	Furniture Polish
Germ X Hand Sanitizer	Ethyl Alcohol 62 %v/v; Benzophenone-4; Blue 1; Carbomer Proprietary; Fragrance; Glycerin; Isopropyl Alcohol; Isopropyl Myristate; Tocopheryl Acetate; Water	Hand Sanitizer
Glade Automatic Spray Refill Clean Linen	Isobutane; Hydrocarbons, C14-C18, n-alkanes, isoalkanes, cyclics, <2% aromatics; Acetone; Propane; Fragrance	Air Freshener
Goo Gone Pro Power Goo and Adhesive Remover	Petroleum distillates, hydrotreated light, D-Limonene, Orange extract	Cleaner
GoJo Pomeberry Foam Handwash	Alcohols, C10-16, ethoxylated, sulfates, sodium salts; Cocoamidopropyl betaine; Glycerine	Skin Care
Great Value All Purpose Cleaner with Bleach	Sodium hypochlorite	Cleaning agent. Disinfectant
Hoover Pro Plus Professional Strength Carpet Cleaner & Deodorizer	Laurylmyristyl polyglycol ether w/ EO & PO; Alkylpolyglycoside C8-C10; Poly(oxy-, 2-ethanediyl), a-undecyl-w-hydroxy-	Multi-purpose cleaner & degreaser for carpet and upholstery
Hot Shot Wasp & Hornet Killer	Lambda-cyhalothrin; Prallethrin; Isopropyl alcohol; Petroleum distillates, hydrotreated light; Propane	Wasp & hornet killer aerosol
Isopropyl Alcohol 91%	Isopropyl alcohol	Disinfectant
Joy Ultra- Lemon	Sulfuric acid, mono-C10-16-alkyl esters, sodium salts; Sodium laureth sulfate; Lauramine oxide; Sodium chloride	Dish Care
Krystal Kleer	Methyl alcohol	Windshield wiper fluid
Lysol IC Disinfectant Spray	Ethanol, Butane, Propane, Alkyl dimethyl benzyl ammonium saccharinate	Disinfectant
Lime Away	Hydrogen chloride, phosphoric acid	Institutional dish machine detergent
Lavender Neutral Disinfectant Cleaner	Didecyl dimethyl ammonium chloride, alkyl dimethyl benzyl ammonium	Disinfectant cleaner deodorizer

	chloride, Tetrasodium ethylenediamine tetraacetate, 4-nonylphenol, branched, ethoxylated, Ethyl Alcohol	
Neutra Dis Lemon	Didecyl Dimethyl Ammonium, Alkyl Dimethyl Benzyl Ammonium, Ethyl Alcohol	Concentrated Neutral Disinfectant, Cleaner, and deodorizer
Nu-Foam Sanitizing Tablets	Alkyl dimethyl benzyl; ammonium chloride dihydrate	Sanitation for food preparation surfaces in food establishments
Orange Tough 15	Water; Dipropylene Glycol Butyl Ether; Triethanolamine; Alkylbenzene Sulfonic Acid; Soy Methyl Esters; Limonene; Undeceth-3; Sodium Xylenesulfonate; Tetrasodium EDTA; colorant	Cleaning agent
OxiClean Multi-Purpose Stain Remover	Disodium carbonate; Sodium percarbonate, Alcohols, C12-15, ethoxylated	Multipurpose spot/stain remover
Pledge Multisurface II Antibacterial	Isopropanol; Alkyl ethylbenzalkonium; n-Alkyl Dimethyl Benzyl Ammonium Chloride	Disinfectant
pH7Q	Didecyldimethylammonium chloride; quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, Chlorides	Not applicable
Pink Lotion Hand Soap	Sodium lauryl ether sulfate, Cocamidopropyl betaine, Lanolin	Hand soap
Pop & Shine RTU Gloss Restorer	None	Polishing compound
Quest 256 Neutral Disinfectant Cleaner	Poly, alpha-(nonylphenyl)-omega-hydroxy; Alkyl dimethyl benzyl ammonium chloride; Octyl decyl dimethyl ammonium chloride; Dioctyl dimethyl ammonium chloride, Didecyl dimethyl ammonium chloride, Ethyl alcohol	Disinfectant
Refresh AntiBac Foam	AMINES, C12-14 (EVEN NUMBERED) ALKYLDIMETHYL, NOXIDES; Aqua (Water), Glycerin, Butylene Glycol, Lauramine Oxide, Lactic Acid, Salicylic Acid, Benzalkonium Chloride, Parfum (Fragrance), Green 5 (CI 61570), Yellow 5 (CI 19140)	Antibacterial hand soap
Luster Professional All Temp Rinse	Methyl oxirane polymer; Sodium xylene sulfonate	Rinse Aid Concentrate
Simple Green Pro 5 Disinfectant – Cleaner- Sanitizer- Fungicide- Mildewstat- Virucide- Deodorizer	Water, Di-n-alkyl dimethyl ammonium chloride, Octyl decyl dimethyl ammonium chloride, Didecyl dimethyl ammonium chloride, Dioctyl dimethyl ammonium chloride, n-Alkyl dimethyl benzyl ammonium chloride, Ethoxylated	Cleaning supply- Disinfectant & general biocidal product

	Alcohol, Ethanol, Tetrasodium EDTA, Sodium Metasilicate, Sodium Hydroxyacetate	
Sterling Natural Hand Sanitizer	Silver Oxide; water; glycerol; hydroxyethylcellulose; Aloe Vera; Lemon essential oil	Hand sanitizer
Surface Sanitizer	Limonene, Silver Oxide suspension, Lemon Peel Fragrance oil	Sanitizing
Scott Foam Skin Cleanser with Moisturizers	Sodium laureth sulfate; Cocamidopropyl Betaine, Propylene Glycol	Skin care
Simple Green Clean Finish Disinfectant Cleaner	Tetra sodium ethylene diamine tetra acetic acid; Alkyl dimethyl ethylbenzyl ammonium chloride; alkyl dimethyl benzyl ammonium chloride (C12-18)	Disinfecting, sanitizing, cleaning and deodorizing on hard, non-porous surfaces
Weisman Stainless Steel Cleaner & Polish	White mineral oil, petroleum	Cleaner
Dial DMD Basics Foaming Hand Wash	Alcohols, C10-16, ethoxylated, sulfates, sodium salts, 2EO; 1-propanaminium, 3-amino-N-(carboxymethyl)-N, N-dimethyl-, N-cocoacyl derivs, hydroxides, inner slats; Glycerol	Hand wash
Scotchgard Cleaner for Fabric & Upholstery	Water; Petroleum Gases, Liquified, Sweetened; Sodium Lauryl Sulfate; Styrene maleic anhydride copolymer; Organic acid ester salt; 1-Difluoroethane; 2-Butoxyethano	Cleaner for fabric
Soft Scrub Cleanser with Bleach	Limestone, Boehmite, Sulfonic acids C13-17-sec-alkane, sodium salts, Sodium hypochlorite	Bleach Cleaning
Stainless Steel Cleaner & Polish	WATER; Mineral Oil; ISOBUTANE; SORBITAN OLEATE; Fragrance; Ethanolamine	Stainless steel cleaner
Stride Citrus 3 Neutral Cleaner	Sodium xylene sulfonate; Alcohol, C9-C11, ethoxylated	Cleaning product
Kling	Hydrochloric acid	Toilet Bowl Cleaner
Tide Antibacterial Fabric Spray	None	Fabric refreshener
Terro PCO Liquid Ant Bait	Sodium tetraborate decahydrate (borax)	Control of ants
Terro Spider Killer 3	Isoparaffinic hydrocarbon, propane	Insecticide
Tornado	Water; Sodium hydroxide; Sodium metasilicate, Trisodium nitrilotriacetate	Cleaning compound
Humane Choice	Didecyl dimethyl ammonium chloride, Benzalkonium chloride, Ethanol	Disinfecting wipes
WD-40 Aerosol	LVP Aliphatic Hydrocarbon; Petroleum Base Oil; Aliphatic Hydrocarbon; Carbon Dioxide	Lubricant, penetrant
Windex Multisurface Disinfectant Cleaner	Ethylene glycol Monohexylether; Lactic Acid	Disinfectant

Windex Powerized Glass and Surface Cleaner with Ammonia D	None	Glass Cleaner
Window Shine	Propan-2-ol; 2-butoxyethanol	Glass Cleaner
Woolite Carpet & Upholstery Cleaner	Isobutane, propane, surfactants, acrylate copolymer, fragrance and water	Carpet cleaner
Zep Fast 505 Degreaser Cleaner	Tetrasodium ethylenediaminetetraacetate	Cleaner

DRAFT

Wastewater Department		
Toxic/ Hazardous		
Identity of Chemical (the identity on the SDS)	Substances	Work Areas and Process
Charge Pack 840	Distillates (petroleum), hydrotreated light, Kerosine, Alcohols, C11-14-iso, C13-Rich, ethoxylated	Polymer used for thickening sludge
ActiClean Gel		Glass Cleaner for the UV system
Omega Shock	Calcium Hypochlorite Hydrated	Use for disinfection at POTW3

DRAFT

Water Department		
Toxic/ Hazardous		
Identity of Chemical (the identity on the SDS)	Substances	Work Areas and Process
Sodium Hydroxide	Sodium Hydroxide	Used at well house for corrosion control

DRAFT

Meeting Minutes

Board: Select Board / Water Commissioner's Meeting
Date: Monday, June 26, 2023
Location: Senior & Community Center, 1 Care Drive, Erving, MA 01344

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

At 6:12 PM **Chairman Smith** called the meeting to order.

Executive Session

At 6:12 PM **Chairman Smith** made a motion to enter Executive Session pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (2) to conduct strategy sessions in preparation for negotiations with nonunion personnel ... and contract negotiations with non-union personnel regarding Fire Chief Philip Wonkka and Chief of Police Robert Holst. **Chairman Smith** explained that the Select Board will return to Regular Session. **Selectman Bastarache** seconded. **Roll call vote:**

Selectman Bembury	Aye
Selectman Bastarache	Aye
Chairman Smith	Aye

At 6:30 PM the Select Board returned to Regular Session.

Fire Chief Employment Agreement

Chairman Smith made a motion to ratify the Fire Chief's contract, effective July 01, 2023, through June 30, 2026. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

Surplus Equipment Request- School Dept- Tilt Skillet- 3rd Reading

The Select Board members conducted a third reading of the surplus equipment request from the School Department for one (1) tilt skillet. The Select Board members expressed no concerns about the request. **Selectman Bastarache** made a motion to deem the tilt skillet as surplus property and offer for auction, and if no takers scrap for metal value. **Chairman Smith** seconded. **Vote:** Unanimously approved.

Review of Hazard Communication Policy Draft- 4th Reading

The Select Board members passed over this agenda item.

Review of Meeting Minutes for March 01, 2021, May 03, 2021, and November 29, 2021

The Select Board members reviewed the meeting minutes for Monday, March 01, 2021, Wednesday, March 03, 2021, and Monday, November 29, 2021. **Selectman Bembury** made a motion to accept the meeting minutes of March 01, 2021, May 03, 2021, and November 29, 2021, as written. **Chairman Smith** seconded. **Vote:** Unanimously approved.

Review of Meeting Minutes for January 03, 2022

The Select Board members passed over this agenda item.

Review of Meeting Minutes for January 10, 2022

The Select Board members passed over this agenda item.

Review of Meeting Minutes for June 21, 2023

The Select Board members reviewed the meeting minutes for Wednesday, June 21, 2023. **Selectman Bastarache** made a motion to approve the meeting minutes of June 21, 2023, as presented. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Review of Equipment Operator/ Building Maintenance Laborer Position Description

Glenn McCrory, Highway Superintendent, joined the Select Board members to review the revised Equipment Operator/ Building Maintenance Laborer position description. Glenn explained that the current vacancy in the position was created because of the promotion to Foreman position. **Selectman Bembury** explained that he has reviewed the revised position description and has no concerns. **Chairman Smith** discussed changing the CPR and first aid reference to be required within six (6) months of appointment. The Select Board members discussed support for amending the language to read "obtain and/maintain within six (6) months." The Select Board members discussed amending other similar position descriptions in the future to reflect the same language. **Chairman Smith** suggested amending the language regarding the commercial driver's license to read "shall obtain." The Select Board members expressed agreement. **Selectman Bastarache** motion to approve the Equipment Operator Building Maintenance Laborer job description as amended, effective June 26, 2023. **Chairman Smith** seconded. **Vote:** Unanimously approved.

The Select Board members reviewed a recommendation from Glenn to appoint Cody Pease to the position of Equipment Operator/ Building Maintenance Laborer. Glenn noted that Cody has worked for the Town since 2021, possesses the required hoisting licenses, and is certified in CPR and first aid. Glenn discussed Cody's experience working with the Highway Department staff as supporting rationale for the recommendation. Glenn discussed the proposal for sponsoring training for Cody to obtain his commercial driver's license. The Select Board members discussed support for the recommended promotion with an appointment effective for July 1, 2023. The Select Board members discussed pausing the conversation until after the FY2024 wage adjustment conversation that will come later in the meeting.

Review of Highway Plow Truck Procurement

The Select Board members reviewed the memorandum from Bryan regarding the procurement for a new Ford F550 plow truck and sander for the Highway Department. Glenn explained the procurement process using the State contract VEH110, noting that the request for quotes was sent to four (4) vendors on the contract. Glenn explained that only one (1) response was received, and that was from Colonial Ford. Glenn explained that the approved budget is \$125,000.00 and that the bid from Colonial Ford was submitted as \$113,809.24. Glenn explained that the bid was assuming a 2024 model year, so it includes model year escalation cost of \$6,000.00 and an uncertain delivery date. Glenn explained that if the Select Board was open to purchasing a new 2023 model year Ford F550 with a similar build to the truck that was procured last fiscal year, the vendor has a truck that meets the specifications and that could be up fit as required within the next few months. **Selectman Bembury** expressed support for proceeding with the purchase of a 2023 model year truck that would expedite the time frame. Both **Selectman Bastarache** and **Chairman Smith** also expressed support for purchasing the 2023 model and support for purchasing the green color. The Select Board members expressed agreement to authorize the procurement with an amount not to exceed \$110,000.00. **Chairman Smith** made a motion to award the procurement for the Ford F550 plow truck to Colonial Ford of Marlborough, MA 01752 in an amount not to exceed \$110,000.00 for a 2023 model year, adjusted from the original spec and in green, not blue. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

Chairman Smith made a motion to authorize Bryan Smith to execute all necessary agreements. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

Review Proposed Revisions to Assistant Treasurer Position Description

Jennifer Eichorn, Treasurer, joined the Select Board members to review the revised position description for the Assistant Treasurer position and the memorandum requesting a reclassification of the position to Grade D. **Chairman Smith** asked for clarification of the supervisory requirements in the draft position description. Bryan reminded the Select Board members that the Treasurer's Office also has an approved clerical position that is currently vacant. **Selectman Bembury** asked how long Jean Fountain has been with the Town. Jennifer explained that Jean has worked in the Assistant Treasurer position for approximately five (5) years. The Select Board members noted that the revised description includes the provisions to assume the Treasurer's duties in the Treasurer's absence. **Selectman Bembury** asked if the Assistant Treasurer is required to be bonded. Bryan explained the annual bonding requirement that is handled by the Administrative Office and explained that the cost is a few hundred dollars per bonded employee. The Select Board members expressed support for proceeding with the reclassification of the position with the revised position description. **Selectman Bastarache** made a motion to approve the Assistant Treasurer description, as amended with a grade level of D, effective June 26, 2023. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Joint meeting with Finance Committee & Capital Planning Committee- Discuss FY2023 Budget Adjustment(s), Discuss FY2024 Comprehensive Budget Review, Discuss FY2024 Wage Adjustments, Discuss IP Mill Demolition

At 7:03PM **Chairman Smith** called the joint meeting of the Select Board with the Finance Committee and the Capital Planning Committee to order. Finance Committee members Debra Smith, Charles Zilinski, Thomas Duffy, Benjamin Fellows, and Daniel Hammock joined the meeting along with Capital Planning Committee members Linda Downs-Bembury and Peter Mallet.

At 7:05 PM Thomas Duffy recused himself from the meeting.

Discussion Regarding Wage Adjustments for FY2024

The Select Board and Finance Committee members reviewed a memorandum from Bryan regarding the potential wage & compensation schedule changes that were contemplated at the last meeting. **Chairman Smith** provided overview of the discussion that occurred at the last joint meeting on the topic and the consensus to review options that reduced the number of steps from fifteen (15) to ten (10) steps, increased the percentage between steps from 2% to 3%, and to consider a base wage adjustment of 2% and of 4%. **Chairman Smith** explained that the Treasurer was asked to review each scenario and to provide an estimate of the financial impact. **Selectman Bastarache** discussed his review of the memorandum and explained that he is leaning towards support for the 4% base wage adjustment. **Selectman Bastarache** explained that during his review he was trying to balance the goal of retaining employees with the ability to fund the current year. Daniel discussed his review of the 2% and 4% base wage adjustment options and expressed his general agreement with **Selectman Bastarache** but also expressed concern about how significant some increases might be. **Chairman Smith** discussed the compounding effect of a grade and step compensation system. **Selectman Bastarache** added that employees will access these step increases over the duration of their career with the Town, over a ten (10) year period with the proposed adjustments. Daniel discussed his satisfaction with the answer and expressed hope that it will satisfy taxpayers. Benjamin asked if there is an intention to review the compensation tables again in four (4) to five (5) years and if there will be an expectation for significant

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changes. **Selectman Bastarache** acknowledged the concern but added that it is impossible to know what will be considered when the tables are reviewed next.

Finance Committee Recommendation: Daniel made a motion to recommend the 4% base wage adjustment with a 3% step change for General Government and Fire Department. The motion was not seconded and failed.

Benjamin discussed his concern that he has heard that some changes could be approximately 20%. **Chairman Smith** reviewed the proposed changes to the table for a 4% base wage and the 3% between steps. Daniel discussed the considerations for employees that have been with the Town for several years. Debra discussed support for amending the wage and compensation tables as proposed, noting that the Town adopted the grade and step system a few years ago and that the proposed adjustments are meant to reflect the feedback and data that they have reviewed. **Chairman Smith** and **Selectman Bastarache** explained, in summary, that the proposed changes do not reflect 20% changes in compensation.

Daniel made a motion to recommend the 4% base wage adjustment with a 3% step change for General Government and Fire Department. Benjamin seconded. **Vote:** Approved by majority, Debra, Benjamin and Daniel voted in favor, Charles voted no, Thomas remained recused from the vote.

Benjamin discussed the idea of setting a “trigger” for a base wage adjustment to be considered in future years with inflation. **Chairman Smith** explained that the Select Board and Finance Committee had previously committed to reviewing the schedules after three (3) years and that the review happened to align with the inflation that had been experienced. Further, **Chairman Smith** suggested that he would like the consideration of a base wage adjustment to be considered annually at the start of the budget season. **Selectman Bastarache** expressed concern about locking in specific language on triggers because several factors can change, and the Select Board anticipates reviewing annually.

Chairman Smith discussed the proposal to separate the Highway and Buildings & Grounds positions into their own wage and compensation schedule so that it can be considered separately from General Government in the future. **Chairman Smith** clarified that the proposal is to create the new schedule mimicking the General Government schedule. **Selectman Bastarache** expressed support for the creation of the separate schedule. **Selectman Bembury** explained that he did not believe it was necessary to create a separate schedule. Both **Chairman Smith** and Debra expressed support for establishing a separate wage and compensation schedule.

Selectman Bastarache made a motion to amend the wage compensation tables with a 4% base wage adjustment, modifying the number of steps to ten, and increasing each step to a 3% step annually, effective July 1, 2023, for the Fire Department and General Government. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Selectman Bastarache made a motion to create a new wage compensation schedule effective July 1, 2023, labeled the Highway and Buildings & Grounds, utilizing the same table format and amounts of the previously approved General Government compensation schedule. **Chairman Smith** seconded. **Vote:** Approved by majority, **Chairman Smith**, and **Selectman Bastarache** voted in favor and **Selectman Bembury** voted opposed.

Chairman Smith clarified that the percentages are what have been approved and the financial team will conduct a final review and issued the updated wage & compensation tables for FY2024.

Review of Equipment Operator/ Building Maintenance Laborer Position Recommendation (Revisited)

The Select Board members discussed appointment of the Equipment Operator/ Building Maintenance Laborer position and the applicable step. **Selectman Bastarache** made a motion to approve the promotion of Cody Pease to the position of Equipment Operator/ Building Maintenance Laborer, Grade D Step 1, effective July 1, 2023, with an approximate rate of \$27.25/ hour subject to verification by the financial team of the Town of Erving, utilizing the newly approved Highway Buildings & Grounds table that goes into effect on July 1, 2023, contingent on obtain a CDL within six-months, and subject to a six-month probationary period. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

At 7:41 PM Thomas rejoined the meeting.

Discussion of IP Mill Demolition

Mariah Kurtz, Town Planner, joined the boards to discuss the proposed demolition of the former International Papermill (IP Mill). **Chairman Smith** explained that the topic was added to the agenda to discuss how to proceed with the recommended options and how to present the options to voters. **Selectman Bastarache** discussed recent correspondence between Mariah and MassDevelopment regarding the status of the Site Readiness grant funding for the project, noting that as the Town continues to make progress, Mass Development is not stipulating a date to complete the work or risk losing the funding. Mariah confirmed that understanding. **Selectman Bastarache** discussed the public forum that was held in the winter, noting that attendees had expressed support for a one-time Proposition 2 ½ capital expenditure exclusion for the full amount of \$3,700,000.00. **Selectman Bastarache** asked if the Select Board wanted to prepare for a Special Town Meeting to address FY2024 budget adjustments and to include this topic, or to include this topic as part of the intended FY2025 comprehensive plan, or to plan for this to be a stand-alone topic for a Special Town Meeting. **Selectman Bastarache** explained that he does not believe that the Town is ready to schedule a Town Meeting regarding a Proposition 2 ½ override because the Select Board has not been able to have a substantive conversation regarding whether a Proposition 2 ½ override is necessary to amend the FY2024 for the operating budget. **Selectman Bastarache** explained that he is leaning towards the preparing for a comprehensive FY2025 budget plan and including the IP Mill project. Peter discussed his understanding of the Proposition 2 ½ override process and the preferences expressed at the public forum. **Selectman Bastarache** expressed agreement with the understanding and again noted that he is not sure if the FY2024 operating budget will need any adjustments. Linda explained that she does not want the Town to wait another fiscal year to conduct the work. Linda expressed support for addressing the IP Mill demolition project in the near future and to address the other items at a later meeting.

Chairman Smith discussed the feedback that he has received anecdotally since the public forum that was held and need to for the boards to decide on next steps. **Chairman Smith** explained that he would like to complete the project in FY2024 as well. **Chairman Smith** added that he wants the Town to schedule only one (1) Town Meeting regarding proposed Proposition 2 ½ override topics, which would require the boards to understand if the FY2024 operating budget requires an override. **Selectman Bastarache** expressed support for proceeding with the IP Mill demolition project in FY2024. Peter expressed concern about demolition costs increasing if the Town does not act soon. Regarding a timeline, the Select Board members discussed conducting their review of the FY2024 budget within ninety (90) days and the need to set the tax rate. The Select Board, Finance Committee, and Capital Planning Committee members discussed revisiting the topic in a mid to late July joint meeting. **Chairman Smith** summarized that tentatively a Special Town Meeting could be held in September or October 2023. Daniel expressed support and noted the concern that Free Cash was used to fund part of the School Budget at the Annual Town

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Meeting the impact that can have on the ability of the Town to sustain operational funding. Daniel also expressed concern about the potential liability that the former IP Mill site poses to the voters.

Chairman Smith asked if the topics should be addressed on the same Special Town Meeting warrant. **Selectman Bastarache** expressed support for the topics to be addressed on the same warrant. **Chairman Smith** expressed agreement and wanting to schedule the Special Town Meeting as soon as possible, with the understanding that a Special Town Election is also required for a Proposition 2 ½ override to be considered. Mariah asked if the Select Board, Finance Committee and Capital Planning Committee members are interested in continuing to invite feedback on the funding options from members of the public. If so, Mariah asked if it would be the initial six (6) options that were presented at the public forum or if the options should be more focused. Debra suggested presenting the option for a one (1) time capital expenditure and a five (5) year debt exclusion option. Benjamin discussed support for narrowing options as Debra proposed. **Chairman Smith** expressed agreement.

Regarding the scheduling of the anticipated Special Town Meeting and the Special Town Election, Daniel expressed support for meeting with residents to discuss the topic at a Town Meeting before it is presented on the ballot at an Election. Peter asked about the timelines. Bryan explained that a Special Town Meeting requires a minimum of fourteen (14) days for posting, but practically at least three (3) weeks to prepare and that an Election requires approximately a month to schedule and prepare for. Debra explained that if the Election happened first, she would like a public information session offered. The Select Board members discussed the preference of having the Special Town Meeting occur prior to the Election. Daniel expressed support for having a public information session in addition to the Special Town Meeting and the Election. Jacquelyn Boyden suggested scheduling the Special Town Meeting and the Special Town Election at the same time so that they can occur in the same week. **Chairman Smith** expressed concern about issuing ballot with more than one option. Thomas expressed agreement.

Discussion Regarding FY2023 Budget Adjustments

Bryan explained that the FY2023 budget continues to be reviewed as the fiscal year ends and that budget adjustments are not necessary at this time. The Select Board and Finance Committee members agreed to hold the possibility of a joint meeting on July 10, 2023, if adjustments are determined to be necessary as the fiscal year closes.

Comprehensive Review for FY2024

Chairman Smith suggested that the Select Board, Finance Committee and Capital Planning Committee tentatively plan for a joint meeting in the second half of July 2023 to discuss a comprehensive review of the FY2024 budget and meet with Department heads. The Select Board, Finance Committee and Capital Planning Committee members all expressed agreement.

Review of Financial Management Software Procurement

The Select Board, Finance Committee members reviewed a procurement memorandum from Jennifer regarding the request for proposals (RFP) process for a new financial management software and support platform. **Chairman Smith** provided an overview of the project, noting the special article for the new software procurement that had been approved by the voters as well as summarizing several of the goals of the new software. Jennifer joined the meeting to discuss the procurement for a three (3) year agreement. Debra asked how much additional funding would be necessary to award the procurement. Jennifer explained estimated the need for an additional \$14,000.00 explaining that there is sufficient funding to award for the new software platform but that the Town will need to run the existing software for the current year while launching the new software.

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Daniel asked for an explanation for the recommendation to award the procurement to Zobrio. Jennifer explained that there were three (3) responses to the RFP from Edmunds-GovTech, Zobrio, and Oracle. Jennifer explained that the response from Oracle was determined to be non-responsive and the remaining two (2) submissions were reviewed and both companies were scheduled for demonstrations. Jennifer explained that the demonstrations included a review of the modules to ensure that they met the features desired by the Town. Jennifer discussed the comparative criteria review that was used while determining the most advantageous proposal. Benjamin asked about the cost for support. Bryan explained that the cost of annual support was included in the annual fees of the proposal. Jennifer added that she contacted the references provided by the companies, noting that she received multiple responses regarding Zobrio that gave positive reviews. Jennifer explained that she heard back from one (1) reference for Edmunds-GovTech, noting that the reference was positive.

Finance Committee Recommendation: Daniel made a motion for the Finance Committee to recommend approval of a Reserve Fund transfer of \$14,000.00, for FY2024. Benjamin seconded. **Vote:** Unanimously approved.

Chairman Smith asked Bryan to prepare an FY2024 transfer request in the amount of \$14,000.00 for the next joint meeting.

The Select Board members discussed support for proceeding with the recommended award. **Selectman Bastarache** motion to award the procurement for the Erving Financial Management Software is awarded to Zobrio of Pembroke, MA, as the most advantageous proposal received, for a three (3) term of July 1, 2023, to June 30, 2026, in the amount of \$223,722.00, and to authorize Treasurer Jennifer Eichorn to sign any and all documents of the contract. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

At 8:27 PM **Chairman Smith** made a motion to adjourn the joint meeting of the Select Board, Finance Committee and Capital Planning Committee and to continue with the Select Board meeting. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

FY2024 Agreement with Franklin County Solid Waste District for Sludge Hauling & Disposal

The Select Board members reviewed the proposed FY2024 memorandum of understanding between the Franklin County Solid Waste Management District and the Town for the hauling and disposal of wastewater sludge. The Select Board members expressed no concerns about proceeding. **Selectman Bastarache** made a motion to approve the memorandum of understanding by and between the Franklin County Solid Waste Management District and the Town of Erving regarding the hauling and disposal of sludge, for a term of one (1) year beginning July 1, 2023, and ending June 30, 2024. **Chairman Smith** seconded. **Vote:** Unanimously approved.

FY2024 Agreement with Franklin County Solid Waste District for Transfer Station Hauling & Disposal

The Select Board members reviewed the proposed FY2024 memorandum of understanding between the Franklin County Solid Waste Management District and the Town for the hauling and disposal of transfer station items such as solid waste, recyclables, scrap metal, appliances, and bulky waste. The Select Board members expressed no concerns about proceeding. **Selectman Bastarache** made a motion to approve the memorandum of understanding by and between the Franklin County Solid Waste Management District and the Town of Erving regarding the hauling of recyclables and the hauling and disposal of solid waste; and the hauling and disposal of bulky wastes and the hauling and the disposal of scrap metal and appliances, for a term of one (1) year beginning July 1, 2023, and ending June 30, 2024. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Review of Trash Disposal Agreement with Republic Services

The Select Board members reviewed a memorandum from Bryan regarding the proposed agreement with Allied Waste Services of MA, doing business as Republic Services of Springfield, for the disposal of solid waste. Bryan recommended a contract with Republic Services for a term of three (3) years to align with the curbside collection contract with Casella Waste Management. The Select Board members expressed no concerns with proceeding. **Selectman Bastarache** made a motion to engage Allied Waste Services of MA, doing business as Republic Services of Springfield, for the disposal of municipal solid waste at the McNamara Transfer Station in Springfield, MA, for a three-year term beginning on July 1, 2023, and ending on June 30, 2026, with a FY2024 disposal rate of \$102.00 per ton, a 5% increase in FY2025, and a 5% increase in FY2026. Further to authorize Bryan Smith, Town Administrator, to execute all necessary agreements. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

FY2024 Electric Vehicle Charging Rate

The Select Board members reviewed a memorandum from Bryan regarding the FY2024 electric vehicle charging rate. Bryan explained that electricity supply rates have reduced from their peak during the fall and winter. **Selectman Bembury** asked for reports on usage of the charging stations. Bryan will have the usage reports provided to the Select Board members. **Chairman Smith** asked Bryan to explore whether the Town's charging stations can qualify for a specific electric vehicle rate. Bryan will research that option. Because of the volatility in the cost of the supply, the Select Board members discussed reviewing quarterly. **Selectman Bastarache** made a motion to adopt the FY2024 electric vehicle charging rate of \$0.50/kWh effective July 1, 2023. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

2023 Mutual Aid Police Officer Appointments

The Select Board members reviewed a memorandum from Bryan, communicating the request from Chief of Police Robert Holst to appoint mutual aid Police Officers. The Select Board members expressed no concerns with the request. **Chairman Smith** made a motion to appoint the following mutual aid Officers with a term of July 1, 2023, through June 30, 2024:

- Bernardston Police Department Chief James Palmeri, Sergeant John Richardson, Officer Curtis Weaver, and Officer Thomas Chabot;
- Gill Police Department Chief Chris Redmond and Sergeant Jason Bassett;
- Northfield Police Department Chief Jonathan Hall, Sergeant Alexander Pirozhkov, Officer Oleg Cobileanschi, and Officer Chad Sumner; and
- Leverett Police Department Chief Scott Minckler, Sergeant Steven Gould, and Officer Christian Santiago.

Selectman Bembury seconded. **Vote:** Unanimously approved.

Adjournment

At 8:42 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: Wednesday, June 28, 2023
Location: Erving Elementary School, 28 Northfield Road, Erving, MA 01344

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

At 6:17 PM **Chairman Smith** called the meeting to order.

Executive Session

At 6:17 PM **Chairman Smith** made a motion to enter Executive Session pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (2) to conduct strategy sessions in preparation for negotiations with nonunion personnel ... and contract negotiations with non-union personnel regarding Chief of Police Robert Holst. **Chairman Smith** stated that the Select Board would return to Regular Session. **Selectman Bastarache** seconded. **Roll call vote:**

Selectman Bembury	Aye
Selectman Bastarache	Aye
Chairman Smith	Aye

At 6:33 PM the Select Board resumed Regular Session.

Chief of Police Employment Agreement

Chairman Smith made a motion to ratify the employment contract for Chief of Police, Robert Holst, with a term of July 1, 2023, through June 30, 2026. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

Discussion Regarding Special Town Meeting Warrant

The Select Board members reviewed the Special Town Meeting warrant. Bryan Smith, Town Administrator, advised that the Select Board should move to pass over Article 4 as the Massachusetts Department of Transportation (MassDOT) has not given approval for the right-of-way plans that have already been submitted. Bryan added that if the Article is approved at the Town Meeting and then MassDOT requests a change, the Town will have to consider the Article again. The Select Board expressed no other concerns about the warrant.

Review of Meeting Minutes for January 11, 2021

The Select Board members reviewed the meeting minutes for Monday, January 11, 2021. **Chairman Smith** made a motion to approve the meeting minutes from January 11, 2021, as written. **Selectman Bembury** seconded. **Vote:** **Selectman Bastarache** abstained. Approved by majority.

Review of Meeting Minutes for January 03, 2022

The Select Board passed over this agenda item.

Issuance of Cemetery Deeds- 583 to 591- Wonsey

The Select Board members reviewed deeds for the purchase of burial rights in the Erving Center Cemetery. **Selectman Bastarache** made a motion to issue the following cemetery deeds for burial rights in the Erving Center Cemetery:

- Deed #583 for lot #1402 to Dennis Wonsey of 18 Forest Street, as deed owner #1;
- Deed #584 for lot #1403 to Dennis Wonsey of 18 Forest Street, as deed owner #1, and Arlene Wonsey, as owner #2;

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- Deed #585 for lot #1404 to Dennis Wonsey of 18 Forest Street, as deed owner #1, and Diane Wonsey, as owner #2;
- Deed #586 for lot #1405 to Dennis Wonsey of 18 Forest Street, as deed owner #1, and Tim Haggerty, as owner #2;
- Deed #587 for lot #1406 to Dennis Wonsey of 18 Forest Street, as deed owner #1, and Angela Quinn, as owner #2;
- Deed #588 for lot #1407 to Dennis Wonsey of 18 Forest Street, as deed owner #1, and Liam Quinn, as owner #2;
- Deed #589 for lot #1408 to Dennis Wonsey of 18 Forest Street, as deed owner #1, and Brendan Quinn, as owner #2;
- Deed #590 for lot #1373 to Dennis Wonsey of 18 Forest Street, as deed owner #1, and Emma Wonsey, as owner #2; and
- Deed #591 for lot #1374 to Dennis Wonsey of 18 Forest Street, as deed owner #1, and Ryan Haggerty, as owner #2.

Selectman Bembury seconded. **Vote:** Unanimously approved.

Acceptance of the FY2024 Jail Diversion/ Co-Responder Grant

The Select Board members reviewed the memorandum from Bryan regarding the FY2024 Jail/Arrest Diversion Grant from the Massachusetts Department of Mental Health for the Police Department's Co-Responder program. **Chairman Smith** announced that Chief Holst has secured a new grant award in the amount of \$195,353.00 to continue to operate the program. **Chairman Smith** noted that \$91,353.00 of the grant award is funded by the American Rescue Plan Act (ARPA) and will count towards the Town's federal funding. The Select Board members expressed support for proceeding. **Chairman Smith** made a motion to approve the FY2024 Department of Mental Health Master Agreement Jail/Arrest Diversion Program Statement of Work in the amount of \$195,353.00, to begin on July 1, 2023, through June 30, 2024, and to authorize Jacob Smith, Select Board Chair, and Robert Holst, Chief of Police, to execute all necessary agreements. **Selectman Bastarache** seconded. **Vote:** Unanimously approved.

Extension of Co-Responder Program Service Agreement with Clinical & Support Options

The Select Board members reviewed a memorandum from Bryan regarding the need to extend the professional services agreement between the Town of Erving and Clinical and Support Options, Inc. for the co-responder clinician program. The Select Board members expressed support for proceeding. **Selectman Bastarache** made a motion to enter into the agreement between the Town of Erving and Clinical Support Options, Inc. to provide co-response clinical professional services through the Jail/Arrest Diversion Program, and the towns of Bernardston, Gill, Leverett, Northfield and Warwick, with an effective date of July 1, 2023, through June 30, 2024, and to authorize Jacob Smith, Select Board Chair, and Robert Holst, Chief of Police, to execute all necessary agreements. **Chairman Smith** seconded. **Vote:** Unanimously approved.

Resignation from School Committee- David Chagnon Jr.

Chairman Smith explained that the Town has reviewed a letter from David Chagnon, resigning from his position as a School Committee member, effective July 1, 2023. **Chairman Smith** expressed appreciation to David for his service to the community on the School Committee. **Chairman Smith** explained that the vacancy will be advertised to the public in the coming week.

Meeting Minutes

Review Personnel Policy Amendment Regarding the Beginning & Ending of Work Week

The Select Board members reviewed a memorandum from Bryan requesting an amendment to the Personnel Policies that would change the definition of a workweek. **Chairman Smith** explained that the current definition is Monday at 12:00 AM through Sunday at 11:59 PM and the requested change would define the week as Saturday at 12:00 AM through Friday at 11:59 PM. **Chairman Smith** explained that the request has previously been read by the Select Board and the intended goal had been to implement at the end of Fiscal year 2023. **Chairman Smith** explained that the proposed change has been reviewed with the bargaining units, and they have expressed support for the change. Bryan noted that the Select Board had conducted multiple readings in the recent past on the proposed change. The Select Board members discussed support for proceeding. **Chairman Smith** made a motion to adopt the recommended policy language to change the definition of a workweek to read 12 AM Saturday through 11:59 PM Friday. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Appreciation to Selectman Bembury

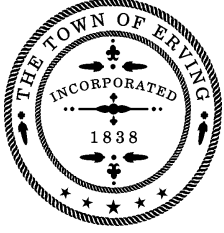
Chairman Smith thanked **Selectman Bembury** for his many years of service to the community and specifically has time on the Select Board, noting that this will be **Selectman Bembury's** last meeting as a member of the Board. **Selectman Bastarache** expressed his appreciation as well.

Adjournment

At 6:45 PM **Chairman Smith** made a motion to adjourn. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

Respectfully submitted,

Bryan Smith
Town Administrator



TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

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

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

Bryan Smith
Town Administrator

July 07, 2023

To: Select Board

From: Bryan Smith, Town Administrator

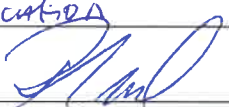
RE: Select Board Liaison Assignments

Annually, the Select Board has maintained a tradition of assigning liaison assignments for each Board member to departments and agencies throughout the organization. For FY2023, the Select Board made the following assignments:

- **Chairman Smith:** Tree Warden, Wastewater & Water Department, Highway Department, Tax Collector, Veteran's Agent, Fire Department, Emergency Management Department, Town Accountant, Treasurer, and Police Department.
- **Selectman Bembury:** Planning Board, Finance Committee, Recreation Commission, Senior Center & Council on Aging, Library & Board of Library Trustees, Cable Advisory Committee, and Senior Housing Committee.
- **Selectman Bastarache:** School Committee, Board of Health, Assessors, Town Moderator, Zoning Board of Appeals, Conservation Commission, Historical Commission, Town Clerk, and Personnel.

Does the Select Board intended on making liaison assignments for FY2024?

Surplus Property Disposition Request

Department/Board/Committee <u>POLICE</u>	Request Date: <u>6/27/23</u>
Item(s) to be disposed of: <u>TACK-LIFE MINI REFRIGERATOR</u>	
Estimated Value of Item: <u>0</u>	
Description of Item: See attached fixed asset sheet with item descriptions; including make, model, and serial #	
Reason for Request: <u>BROKEN</u>	
Recommended Disposition: <u>Throw away AT Recommended Approved</u>	
 Department Head Signature	<u>6/27/23</u> Date

Select Board Review

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

Chief Procurement Officer

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

Robert Holst

From: Robert Holst <robert.holst@icloud.com>
Sent: Tuesday, June 27, 2023 9:29 AM
To: Robert Holst
Subject: [EXTERNAL]Surplus

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



Sent from my iPhone



TOWN OF ERVING

REQUEST FOR PROPOSALS

FY20240705 - CARE DRIVE SENIOR HOUSING DEVELOPMENT

Issued Date: July 5, 2023

TOWN OF ERVING | 12 EAST MAIN STREET, ERVING, MASSACHUSETTS 01344 | PHONE: (413) 422-2800

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Town of Erving

12 East Main Street, Erving, Massachusetts 01344
Phone: (413) 422-2800 | Fax: (413) 422-2808 | www.erving-ma.gov

REQUEST FOR PROPOSALS (RFP) FY2024-RFP-XX: CARE DRIVE SENIOR HOUSING DEVELOPMENT

1. BACKGROUND

To select a developer to design, construct and manage new affordable, rental senior housing units on approximately 6.47 acres at Care Drive, Erving, MA.

IMPORTANT DATES:

Pre-Proposal Meeting/Site Tour:

2:00 PM on July 20, 2023 at the Senior & Community Center at 1 Care Drive, Erving, MA 01344

Questions Due By:

3:00PM on August 3, 2023 to bids@erving-ma.gov

Proposal Submission Deadline:

3:00 PM on September 7, 2023, Town Hall, 12 East Main Street, Erving, MA 01344

2. REQUEST FOR PROPOSALS

The Town of Erving (“Town”), through its Chief Procurement Officer, is seeking proposals from qualified developers for the development of between 30 to 60 rental housing units restricted to households aged 62 and above on approximately 6.47 acres of land owned by the Town. At a minimum, **35%** of the units must be affordable to households at or below 60% of area median income (AMI).

The development of a senior housing project for the Town of Erving has been a long-term goal. The Town acquired the land in September 1996. In 2007 the Town of Erving commissioned a study for the Senior & Community Center with consideration for a complimentary senior housing project. The report was released in February 2008 and was the basis for the development of a new access road and the current Senior & Community Center that opened in 2011. In 2014 the Town acquired an adjacent property for the development of a new Erving Public Library building, which completed construction in 2020. The Senior Housing Committee has continued to work on the future development of a housing project that will complement the neighborhood that the Town has been developing and align with the programs and services being offered by the Town.

The Town intends to enter into a Land Development Agreement with the selected developer and convey the property with a long-term ground lease to the developer, with deed restrictions.

The purpose of this RFP is to select a developer with demonstrated experience and capacity to carry out a development project that best addresses the needs and goals of the community as described in this RFP. The most advantageous proposal from a responsive and responsible proposer, taking into consideration all evaluation criteria set forth in the RFP, will be selected.

3. PROPOSAL SUBMISSION & SELECTION PROCESS

The Town has determined that the award of this contract is subject to the Uniform Procurement Act. M.G.L. c. 30B. Therefore, the provisions of M.G.L. c. 30B are incorporated herein by reference. The Town of Erving's Chief Procurement Officer is Bryan Smith. Applicants shall submit on or before 3:00 PM on September 20, 2023, a clearly marked original proposal plus seven paper copies plus an electronic copy via email, flash drive or a cloud sharing platform (links or PDFs may be sent to bids@erving-ma.gov), to:

**Town of Erving
Attn: Bryan Smith, Town Administrator
12 East Main Street
Erving, Massachusetts 01344**

Proposals submitted after this time will not be accepted. Proposals should be marked "***Care Drive Senior Housing Proposal***" and must include all required documents, completed, and signed by a duly authorized signatory, including the following to be considered a complete proposal:

1. Cover page (Attachment B) filled in with appropriate information
2. One clearly marked original, in a three-ring binder, and seven copies of the proposal with required attachments
3. An electronic version of the complete proposal submission in PDF format via email, flash drive, or cloud sharing platform (links or PDFs may be sent to bids@erving-ma.gov)

The Town reserves the right to reject any or all proposals or to cancel this Request for Proposals if it is in the best interest of the Town.

All inquiries should be made via e-mail and directed to: Bryan Smith, Town Administrator no later than **3:00 PM August 3, 2023 to bids@erving-ma.gov**. Inquiries should have a subject line entitled: *Care Drive Senior Housing RFP Inquiry*. Any inquiries after such date will not be accepted. All inquiries for which a response is provided, together with the responses, will be shared with all proposers.

Proposals will be opened publicly at **3:00 PM on August 3, 2023**. A Proposer may correct, modify or withdraw a proposal by written notice received prior to the time set for opening of proposals. After the opening, a Proposer may not change any provision of the proposal. Each responsive proposal will be evaluated first for compliance with the threshold criteria, and if it meets those criteria then according to the criteria set forth in **Attachment A** 'Comparative Criteria'.

The Town makes no representations or warranties, express, or implied as to the accuracy and/or

completeness of the information provided in this RFP. This RFP, including all attachments and supplements, is made subject to errors, omissions, prior sale, lease or financing and withdrawal without prior notice, and changes to, additional, and different interpretations of laws and regulations.

Proposers' Responsibility for Due Diligence

Proposers should undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations.

4. SITE TOUR & BRIEFING

Interested Proposers are strongly encouraged to attend an optional on-site briefing session at **2:00 PM on July 20, 2023, Senior & Community Center at 1 Care Drive, Erving, Massachusetts 01344.**

5. DEVELOPMENT OBJECTIVES

The Town is seeking a developer to build a **minimum of 30 and maximum of 60 senior**, rental housing units on the site. The bedroom mix should be based on the site's capacity, good site planning and landscaping considerations, and the market and financial feasibility of an affordable senior rental project.

Affordability

At a minimum, the affordability requirements for the property are that 35% of the units be deed-restricted to persons earning, at a maximum, 60% of Franklin County area median income, and must meet the requirements for inclusion on the town's Subsidized Housing Inventory. The Town is interested in furthering the affordability, but not at the risk of the long-term feasibility of the project. The proposer should include a clear analysis as to the levels of affordability proposed and the reasoning behind the proposed unit and income mix. The Town is seeking affordability by design (energy efficiency, maintenance, and sustainability) in addition to affordability by deed restriction.

Unit Types

The development should be responsive to the Erving community's needs and provide housing for low to moderate income seniors. For this reason, the Town favors proposals that are intentionally designed to be age-friendly and adaptable to households at different stages of their lives.

Building Design and Aesthetics

The development's architecture should reflect the aesthetics of the Erving Senior & Community Center and Erving Public library while also taking into account broader rural design vernacular and be a stellar example of superior design; both interior and exterior. The Town has made a decision to be as non-prescriptive as possible regarding the design requirements so that Proposers will be creative with building design, site layout and landscaping. The Town of Erving is looking for creative use of the land and creative space design for the units, with a preference for open concept floor layouts.

The final appearance of the proposed development should complement the existing norms for buildings in the neighborhood and region. The development should look like it “belongs in” Erving. Proposers are encouraged to use their creativity and experience in the choice of materials and methods of construction so as to minimize regular maintenance costs and promote energy efficiency.

Project Amenities

On-site laundry services are mandatory due to the rural nature of the project. Preferable amenities include: community spaces such as a shared kitchen, dining room, and lounge area; outdoor gathering space such as a deck or patio; tenant storage (in-unit or otherwise); small meeting room available to all tenants for meetings with outside service providers; covered portico at the main entrance; and an on-site management office (full time on-site management is not required). The overall project design will be judged as part of the Comparative Evaluation Criteria described in **Attachment A**.

Energy Efficiency

The Town is looking for proposals that include building and site designs that decrease tenants’ utility costs and limit the project’s environmental impact. Details regarding sustainable design features should be incorporated into the project description.

Site

The site has access to Town water and public sewer. The Town has prepared to increase the sewer capacity at Care Drive by installing a 4” sewer main at the intersection of Care Drive and Rt 63. A pump station will need to be installed and the Developer and Town will need to engage in discussion regarding the cost of the pump station. The local internet provider, Comcast, has fiber internet connection already on Care Drive, and the Town buildings along Care Drive are already connected. The Town favors development concepts that include landscape improvements to provide outdoor space for passive recreation. Circulation on the site should also take into consideration existing and future mobility infrastructure, including a Franklin Regional Transit Authority bus stop on Care Drive (currently located on Semb Drive). The developer will be expected to preserve as many of the natural vegetation, especially significant trees, as possible. The design concept should consider a campus style design, where buildings complement each other, and traffic circulates efficiently.

In 2022, the Town extended the road layout of Care Drive significantly to create frontage for this property and the adjacent property.

6. PROPERTY DESCRIPTION

Deed

Please see Attachment C: Recorded Quitclaim Deed for the Property.

Zoning & Permitting

The property is currently zoned Commercial Village and is in the Ground Water Protection Overlay District and “friendly” permitting through M.G.L Chapter 40B is acceptable. The Town will not waive the Water Commissioner’s Special Permit process as the parcel is in the Ground Water

Protection Overlay District. The developer will be expected to follow the process outlined Town of Erving Zoning bylaw. There is an intermittent stream which runs along the northwest boundary of the property. A Request for Determination or Order of Conditions may be required through the Conservation Commission and Massachusetts Department of Environmental Protection.

Utilities

Water: Public

Wastewater: Public

Electric: Eversource

Internet provider: Comcast (broadband and fiber)

Telephone: Verizon

7. PROPOSAL SUBMISSION REQUIREMENTS

A. The Developer

The proposal must include a description of the development team, the individuals and organizations to be involved in the development, **in particular the project manager**, and their experience. The development team may include, without limitation, the developer, property manager, architect, contractor, engineers, consultants, lenders and investors. Proposals must include:

- The name, address, e-mail address, and telephone number of the proposer, the name of any representative authorized to act on his/her behalf, the name and contact information of the contact to which all correspondence should be addressed, and the names and primary responsibilities of each individual on the development team.
- If the proposer is not an individual doing business under their name, a description of the firm and status of the organization (e.g., whether a for profit, not-for-profit or charitable institution, a general or limited partnership, a corporation, LLC, LLP, business association, or joint venture) and the jurisdictions in which it is registered to do business. If the proposer is a non-profit entity, please include a list of the organization's Board of Directors and areas of expertise they represent.
- The nature of the entity to enter into the land lease of the Property and the borrower and guarantors of debt, if any.
- Identification of all principals, partners, co-venturers or sub-developers participating in the transaction, and the nature and share of participants' ownership in the project.
- Discussion of whether the Property developer will also be the property manager and if this is not the case, the legal and financial relationship between the entities. If the developer will not be the property manager, the proposer shall describe the process for securing property management services.
- Identification of the development team, such as architects, engineers, landscape designers, contractor, development consultants. Background information, including firm qualifications and resumes for principals and employees expected to be assigned to the project, should be provided.

- A summary of the developer's and the development team's experience, both collectively and individually, and with similar projects. Particular attention should be given to demonstrate experience with projects of a similar scale and complexity of **site conditions, design, and financing**, as well as location. Proposers should demonstrate the ability to perform as proposed and to complete the project in a competent and timely manner, including the ability to pursue and carry out design, permitting, financing, construction, and marketing/unit absorption.

The following format should be used to submit the information required:

- For all reference projects: Project name, location, project type, project scope, start date, projected completion date and actual date of completion, total development costs, key project people.
- Narrative on why your experience is relevant to the Erving Care Drive Housing project.
- Description of the organizational structure of the development team and a plan for the maintenance of effective communications between the Town and the development team during all phases of the project.
- Information regarding any legal or administrative actions past, pending or threatened that could relate to the conduct of the Proposer, its principals or any affiliates.
- Confirmation that no local, state or federal taxes are due and outstanding for the development team or any constituent thereof.
- Provision of references for three (3) completed projects, with contact names, title and current telephone numbers, who can provide information to the Town concerning the Proposer's experience with similar projects.

B. Development Concept

- The proposal must include a detailed description of the development concept for the property and its improvements, including but not limited to:
 - Number and size of units (square footage and number of bedrooms) and affordability levels.
 - Include narrative as to why/how the mix of bedroom sizes and affordability was determined to ensure project financial feasibility and appropriateness for the marketplace.
 - Preliminary site design and a narrative describing the process for identifying trees and buffers to be preserved.
 - Discussion of the physical plan and architectural character of the project and the various programmatic and physical elements of the development, including energy savings/ green design elements of the building and site designs.
 - Construction staging plan and discussion of construction impacts, including but not limited to how the project will be managed to limit impact on neighbors, including the Senior & Community Center, Public Library, and Elementary School in particular with respect to noise and traffic during the construction period.
 - Project financing – provide a source and uses pro forma, a five year or ten year operating

budget, and a chart with unit square footage, income target, and proposed rents (see comparative evaluation criteria). Describe in detail previous success in securing such funding. Describe in detail what, if any, local, state or federal subsidy money will be sought to create affordability and the timeline for securing those sources.

- Lender letters of interest (mentioned in the comparative evaluation criteria).

C. Conceptual Design Drawings

The proposal must include 11” x 17” plans including:

- site plan that describes parking layout and numbers of parking spaces and building footprints
- landscape plan with sufficient detail on how the plan addresses limiting the project impact on surrounding areas
- floor plans
- elevations with material indications
- typical unit plans
- At least one Color rendering of the development

D. Management Plan

- Description of the target market, e.g., pricing and the strategy for marketing and lottery process
- The proposal must include a plan for the ongoing management of the development. In addition, if the Proposer is including a property manager as part of its team, all relevant
- information as outlined under ‘The Developer’ above should be included as well as details of
- any projects where the Proposer and Manager have worked together before.
- Lottery for Affordable Units: To ensure a fair and equitable selection process for the affordable units, a lottery shall be conducted for all the affordable units. Proposals may include a lottery agent as part of the development team. A marketing/lottery plan shall be required as part of the approval of the units for inclusion on the Subsidized Housing Inventory, and prior to building permit issuance. For the proposal, the Proposer shall indicate any other lotteries they have been involved in, their role and the outcomes.

At a minimum, the selected Proposer and/or their Agent shall demonstrate, prior to the Town endorsing a Land Development Agreement:

- a clear understanding of fair housing requirements/laws.
- a clear understanding of local preference opportunities and requirements, and how the lottery will address these.
- ability and commitment to utilize appropriate state standards to determine program and unit eligibility – i.e., qualified tenants.
- establishment of clear criteria for tenant selection and a fair and unbiased selection process.

- responsibility for selecting properly qualified tenants.
- ability and commitment to maintain all necessary reports and certifications required under state and federal law.

E. Implementation Plan and Timetable

The proposed development should be completed within five (5) years of the execution of the Land Development Agreement. The proposal must include a description of how the development concept will be implemented, including but not limited to:

- Detailed development schedule for all elements of the plan, including key milestones, financing benchmarks, zoning & permitting approvals and compliance, and projected completion / occupancy timeframes.
- Outline of required land use, environmental, operational and other governmental or regulatory approvals, including zoning, development and environmental permits. The proposer should provide a schedule for securing approvals as part of the proposal. The proposer should note what zoning variances, special permits or modifications, if any, are required as part of the development plan.

8. DEVELOPER SELECTION CRITERIA

All proposals submitted by the due date will be evaluated for conformance with the below stated minimum criteria. Those proposals that meet the minimum criteria will then be evaluated by the comparative criteria described below. Proposers may be invited to present their proposal to the review committee. The presentation will not be scored. The Town reserves the right to select the proposal that best meets the needs of the community, and that may not be the proposal that achieves the highest score.

Minimum threshold criteria

The following are **minimum criteria** for Proposal consideration. Proposals that do not clearly and fully convey compliance with these minimum criteria will not be considered.

1. Complete conformance with all submission requirements
2. Proposal must include at least 35% of the units restricted to households earning a maximum of 60% of AMI
3. Proposer must have a minimum of five (5) years’ experience in development of housing
4. Proposer must show a successful track record of projects of similar scope with at least 3 references
5. Developer availability to commence work within 120 days of selection; show sufficient staff resources and availability to perform required services
6. Completed required forms at Attachments H, I & J:
 - Certificate of non-collusion
 - Tax compliance

- Disclosure of beneficial interests form as required by M.G.L. c. 7C, section 38 (formerly c. 7, section 40J)

Comparative Evaluation Criteria

Projects meeting the minimum criteria will then be judged on the following additional comparative evaluation criteria, as further explained and outlined in Attachment A.

Developer Experience and Capacity

1. Development experience: extent to which the developer's experience exceeds the minimum criteria; the developer's prior track record in the construction of housing of a similar scale and type, in particular addressing the environmental and other issues found in a rural setting, and the experience of the development team with regard to affordable housing development.
2. Development Capacity and Performance: review of performance history of all other real estate owned and any bankruptcy within the past ten years by any member of the development team;
3. Financing: evidence of ability to secure financing as evidenced by letter(s) from prospective lender(s), and banking references
4. Staffing Plan: the Proposer demonstrates the capacity to take on the work within 120 days of award without any substantial change to its regular operations
5. Project timeline: Proposer's demonstrated ability to complete projects on time and within budget

Developer & Management Experience

1. Management approach: high quality management team
2. Marketing: experience in lottery and marketing for affordable housing, or commitment to add experienced member to team
3. Financial Feasibility: extent to which the project is feasible financially and proposed resources are attainable.
4. Affordability: extent to which the project meets the affordability requirements and goals as described above.
5. Feasibility of proposed project; analysis of development and operating budget:
 - Environmental, permitting issues, construction estimates, soft costs
 - Reasonable and realistic Sources and Uses: proposed budgets that are based on current cost and market conditions
 - Analysis of operating budget: appropriate for target population, reasonableness of management, administrative costs, maintenance, and utility costs
6. Development Objectives and Concept: a proposal, addressing the objectives and concepts described above reflecting full knowledge and understanding of any project constraints.
7. Site and unit design: a superior design approach reflecting identified housing needs, that creates density within the context of its surroundings, that reflects the local design vernacular, that provides a sense of community while maintaining individual tenant privacy, provides

adequate parking, provides adequate recreation and community space, and limits the impact on the site to the greatest extent possible

8. Results of reference checks.

9. SELECTION PROCESS

The Town or its designee(s) (i.e. an evaluation committee) will review and evaluate all proposals that have been received by the submission deadline based on the criteria outlined herein. Evaluation of the proposals will be based on the information provided in the proposers' submissions in accordance with the submission requirements of this RFP and any interviews, references, and additional information requested and/or gathered by the Town. The Town will select the developer it or its designee(s) determines has presented the most advantageous proposal.

The Town will notify all proposers in writing of its decision.

The Town reserves the right to reject any or all proposals or to cancel this Request for Proposals at any time if it is in the best interest of the Town.

10. POST SELECTION

Development Agreement

It is the intent of the Town to enter into a Development Agreement with the selected proposer within 120 days of selection and then to lease the land with deed restrictions after certain benchmarks have been met. The Development Agreement will be finalized after the selection process. A draft Development Agreement can be found at Attachment G.

Chapter 30B Real Property Dispositions to Promote Public Purpose Requirements

The name of the selected proposer and the amount of the transaction will be submitted for publication in the state's *Central Register*.

If the Town determines that the public purpose of the project is best met by disposing of the property for less than fair market value, the Town will post a notice in the state's *Central Register* explaining the reasons for this decision and disclosing the difference between the property value and the price to be received. This notice will be published before the Town enters into any agreement with the selected developer.

11. ATTACHMENTS

- A. Comparative Evaluation Criteria
- B. Locus map
- C. Quitclaim Deed & Town Meeting Votes
- D. Property Survey Plans
- E. Senior Housing Master Plan Project
- F. Survey on the Need for Senior Housing in the Town of Erving

- G. Sample Development Agreement
- H. Certificate of Non-Collusion
- I. Tax Compliance Certificate
- J. Disclosure of Beneficial Interest

DRAFT

Attachment A | COMPARATIVE EVALUATION CRITERIA

Developer Experience & Capacity (Team)	Unacceptable	Advantageous	Highly Advantageous
<ul style="list-style-type: none"> • Demonstrated experience in and capability for designing, permitting, developing and managing similar residential projects. • Outcome of comparable projects • Demonstrated experience securing financing for similar projects • Experience developing energy efficient homes • Property management experience with similar projects • The quality of the team’s reputation and references, particularly in terms of its regulatory track record, an ability to complete projects as proposed. • Success in marketing approach, including affirmative fair housing marketing plans and lottery, meeting State requirements. • Property management experience with similar projects • Successful long-term management approach 	<p>Development team members have not had any or only minimal experience in the development of projects with similar scope, including legal, design, development, financing, and management experience with rental housing.</p>	<p>Development team members have had significant experience in the development of projects of similar scope, including significant legal, design, financing, affordable housing management, and development experience. Energy efficient buildings and age-friendly design are part of standard development approach.</p>	<p>Development team have significant and substantial successful experience in development of affordable housing projects of similar scope, including significant legal, design, financing, affordable housing management and development experience. Energy efficient and age-friendly design is their standard approach to design and development.</p>
Affordability	Unacceptable	Advantageous	Highly Advantageous
<p>Proposal meets the greatest level of affordability fiscally possible. At a minimum 35% of the units must be restricted to households at or below 60% of AMI.</p>	<p>The proposal contains less than 35% of the units affordable to households at or below 60% of AMI</p>	<p>The proposal contains 35% of the units at or below 60% of AMI</p>	<p>The proposal includes a mix of affordable and market rate housing. More than 35% of the units are affordable to households at or below 60% of AMI. The proposal also includes workforce and/or market rate units at 80% of AMI but no higher than 120% of AMI.</p>

Site Design	Unacceptable	Advantageous	Highly Advantageous
<ul style="list-style-type: none"> • Thoughtful and efficient site design, minimizing impervious surfaces • Uses standards of low impact development • Exterior lighting – minimal impact to neighbors • Enhanced buffer to neighboring properties • Storm water management • Landscape plan includes parking area • Area designated for snow removal/storage • Adequate visitor parking 	<p>Proposal fails to meet all RFP design requirements.</p>	<p>The proposal meets or exceeds all design requirements of the RFP with thoughtful traffic flow, buildings siting, minimal impact of exterior lighting, and sound development design</p>	<p>Proposal meets all requirements in ‘advantageous’ box and respects adjacent properties, provides heightened attention to landscaping plan, grading and lighting, and helps with the restoration of the area vegetation. The proposal includes attention to connectivity to area amenities and transportation infrastructure.</p>
Building Design	Unacceptable	Advantageous	Highly Advantageous
<ul style="list-style-type: none"> • Exterior is of high quality, while remaining compatible with local existing building design • Creative design that is cost effective and high quality • Interior lay-outs meet a variety of needs including age-friendly design • Finishes support durability and low-maintenance for tenant 	<p>Design not compatible with local design patterns, interior lay-outs not effective use of space</p>	<p>Proposal creates a development that reflects local design and efficient interior layouts, with some units’ age-friendly design, creating a desirable neighborhood</p>	<p>Proposal articulates a compelling development vision that is cost-effective, energy efficient, and has an attractive design, including age-friendly design and efficient use of interior space.</p>

Amenities	Unacceptable	Advantageous	Highly Advantageous
<ul style="list-style-type: none"> • Community lounge space for tenant gatherings • Community kitchen for tenant gatherings and/or on-site service use • Community dining area/multi-purpose room • Management office on-site • Communal or private outdoor lounging and gathering space • Small meeting room for tenant meetings with outside service providers • Communal or private on-site laundry services (required) • Adequate tenant storage • Portico or covered entrance large enough for loading/unloading one vehicle 	<p>No Amenities listed are provided</p>	<p>Proposal includes the mandatory on-site laundry as well as community space, and some of the other Amenities listed</p>	<p>Proposal includes many or all of the Amenities listed. The community spaces are spacious and conducive to gatherings for tenants' visitors. The outdoor space includes a patio, deck, or other kind of surfacing. If service partners are identified, the developer has demonstrated experience working with them on previous projects.</p>
Financial Feasibility	Unacceptable	Advantageous	Highly Advantageous
<ul style="list-style-type: none"> • Adequacy of proposed budgets (development and operating) • Appropriateness of rents in relation to market • Track record of securing proposed financing 	<p>Proposal does not demonstrate an understanding of development costs and operating budgets for affordable housing</p>	<p>Proposal contains realistic development and operating budgets and evidence of success in securing necessary financing</p>	<p>Proposal contains realistic development and operating budgets and evidence of a high degree of success in securing necessary financing and other sources of funding.</p>

References, Site Visits & Presentations	Unacceptable	Advantageous	Highly Advantageous
<ul style="list-style-type: none"> • References – a minimum of three references, • Site visits: the evaluation committee may choose to visit proposers' completed projects • Presentation: respondents may be invited to present their proposal to the Review Committee and answer clarifying questions only 	<p>Minimum of 3 references not met, or references were poor and/or inadequate. Properties visited were in poor condition. Residents were not pleased. Respondents could not adequately explain their design vision</p>	<p>Strong references reflecting projects came in on time and within budget, good property management structure. Properties visited were in good condition, site layout was efficient, buildings were well designed, and Residents were largely pleased. Respondents articulated their design vision and financials sufficiently</p>	<p>Strong references reflecting timely completion, excellent budget control & property management and professionalism of developer. Properties visited were in great condition, great design and use of energy efficient and durable materials. Nearly all residents were pleased. Respondents articulated their design and financing vision with knowledge and enthusiasm for the project</p>

DRAFT

Care Drive Senior Housing Proposal – FY20240705



Legal Name of Partnership, Corporation or Individual:

Primary Contact Name and Title: _____

Mailing Address: _____

Phone: _____ Email: _____

Web Address: _____

Proposal summary (100 word maximum):

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment is in all respects fair and without collusion & fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.

Printed Name & Title: _____

Authorized Signature: _____

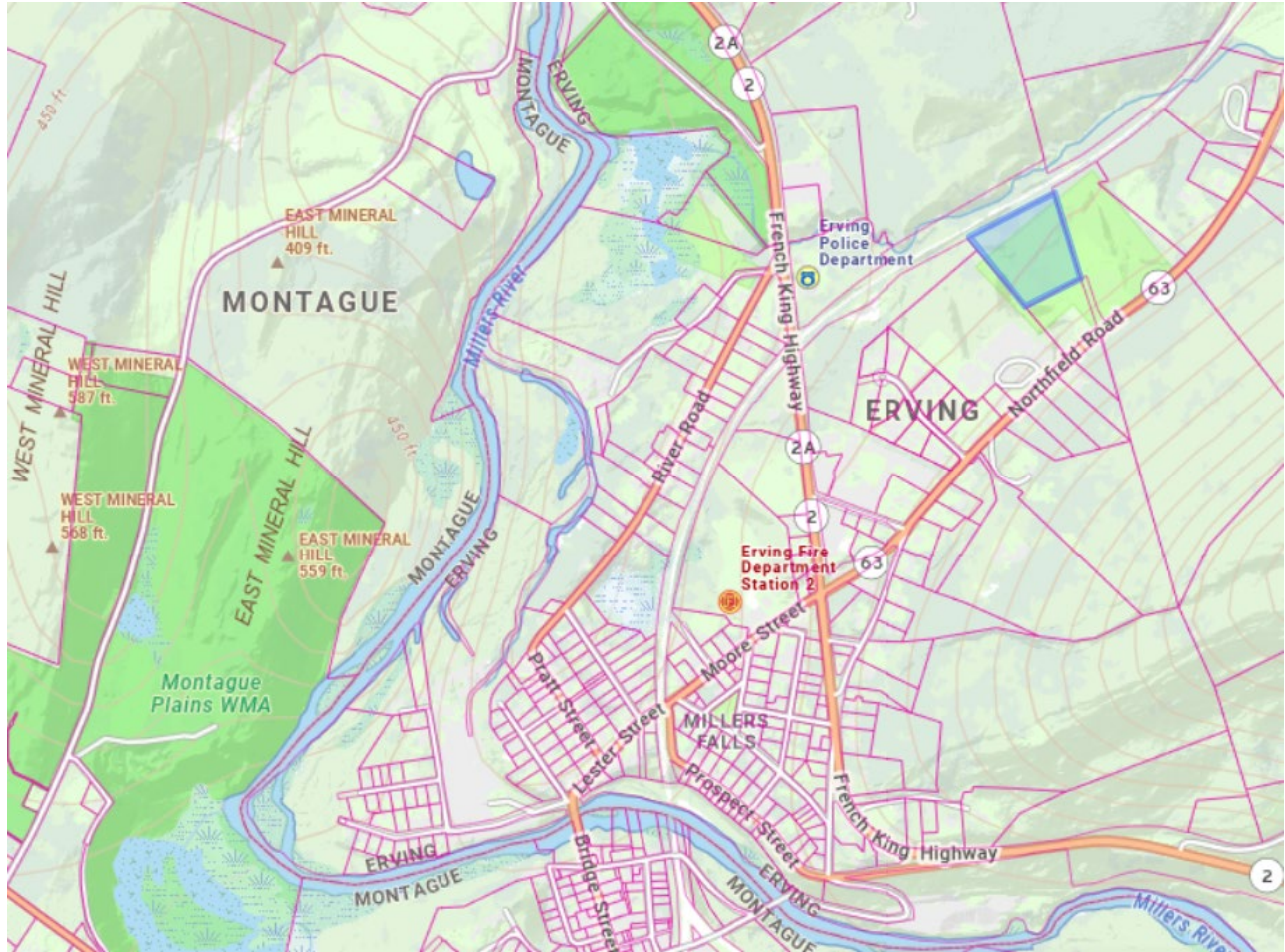
Date: _____

EIN Number: _____

Please Note the Following

- ✓ This page must be complete and submitted with your proposal
- ✓ Proposals must include a clearly marked original, 7 paper copies, and a digital copy as detailed in the submission section
- ✓ All submissions must be received prior to the opening date and time. Submissions received after the opening date and time will not be accepted.

Attachment C | LOCUS MAP



Parcel 4-8-4

3150

257

COMMONWEALTH OF MASSACHUSETTS

Franklin ss.

Town of Erving
September 9, 1996

ORDER OF TAKING

Pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 14, and Chapter 79, Section 1 et seq. and by authority of a vote passed by the Town Meeting of the Town of Erving held on June 24, 1996, we the undersigned Selectmen of the Town of Erving hereby take in fee simple on behalf of the Town of Erving and for the Town of Erving the following described parcel situated in the Town of Erving for the purpose of industrial development:

Parcel 1.

The land in Erving, Franklin County, Massachusetts, situated off the westerly side of Northfield Road, being shown as Parcel 1 on a plan of land entitled "Plan of land in Erving, Massachusetts, prepared for the Grand Trunk Western Railroad, Co." dated March 16, 1989, by Harold L. Eaton and Associates, Inc. and recorded in the Franklin County Registry of Deeds Plan Book 73, Page 39 said parcel being further bounded and described as follows:

Beginning at an iron pin set in the easterly sideline of property shown on said plan as belonging to Central Vermont Railroad, at land shown on said plan as belonging to John Joseph Mackin, which iron pin marks the northwesterly corner of the premises described herein;

Thence S. 17° 33' 28" E. along land of said Mackin a distance of Fifty and No Hundredths (50) Feet to an iron pin at Parcel 2 as shown on said plan, which iron pin marks the northeasterly corner of the premises described herein;

Thence S 62° 11' 39" W. along Parcel 2 a distance of Six Hundred Twenty-Nine and Sixteen Hundredths (629.16) Feet to an iron pin at land shown on said plan as belonging to the Town of Erving, which iron pin marks the southeasterly corner of the premises described herein;

Thence N. 39° 54' 12" W. along land of the Town of Erving a distance of Eighteen and Six Hundredths (18.06) Feet to a found concrete bound at land shown on said plan as belonging to "Now or Formerly Kenneth E. Mizkowitz, Sr.";

Thence N. 39° 54' 12" W. along land of said Mizkowitz a distance of Thirty-One and Ninety-Four Hundredths (31.94) Feet to a found stone bound at land of the Central Vermont Railroad, which stone bound marks the southwesterly corner of the premises described herein;

Thence N. 62° 10' 00" E. along land of the Central Vermont Railroad a distance of Six Hundred Forty-Eight and Fifty-Three Hundredths (648.53) Feet to the iron pin at the point of beginning.

The above described premises contain 31,333 square feet of land, more or less.

SEP 17 10 32 AM '96



1996 00010667

Bk: 3150 Pg: 257 Doc:TAKE
Page 1 of 2 09/17/1996 10:32AM

3150

258

Parcel 2.

The land in Erving, Franklin County, Massachusetts, situated off the westerly side of Northfield Road, being shown as Parcel 2 on a plan of land entitled "Plan of land in Erving, Massachusetts, prepared for the Grand Trunk Western Railroad, Co." dated March 16, 1989, by Harold L. Eaton and Associates, Inc. and recorded in the Franklin County Registry of Deeds Plan Book 73, Page 59 said parcel being further bounded and described as follows:

Beginning at an iron pin set in the easterly sideline of Parcel 1 as land shown on said plan as belonging to John Joseph Mackin, which iron pin marks the northwesterly corner of the premises described herein;

Thence S. 17° 33' 28" E. along land of said Mackin a distance of Five Hundred Fifty and No Hundredths (550.00) Feet to an iron pin at land shown on said plan as "Remaining land of the Richards' Family Irrevocable Trust," which iron pin marks the northeasterly corner of the premises described herein;

Thence S. 62° 40' 27" W. along land of said Richards' Family Irrevocable Trust a distance of Four Hundred Sixteen and Seven Hundredths (416.07) Feet to an iron pin at land shown on said plan as belonging to the Town of Erving, which iron pin marks the southeasterly corner of the premises described herein;

Thence N. 39° 54' 12" W. along land of the Town of Erving a distance of Five Hundred Fifty and No Hundredths (550.00) Feet to an iron pin at Parcel 1 as shown on said plan, which iron pin marks the southwesterly corner of the premises described herein;

Thence N. 62° 11' 39" E. along Parcel 1 a distance of Six Hundred Twenty-Nine and Sixteen Hundredths (629.16) Feet to the point of beginning.

Containing 6.472 acres of land, more or less.

Being the same premises described in deed of Winston H. Lavallo and Margaret R. Lavallo, as Trustees of the Richards' Family Irrevocable Trust to Grand Trunk Western Railroad Co. dated March 18, 1989 and recorded with the Franklin County Registry of Deeds in Book 2317, Page 276.

All trees, if any, upon the land taken and all structures affixed thereon are included in the taking.

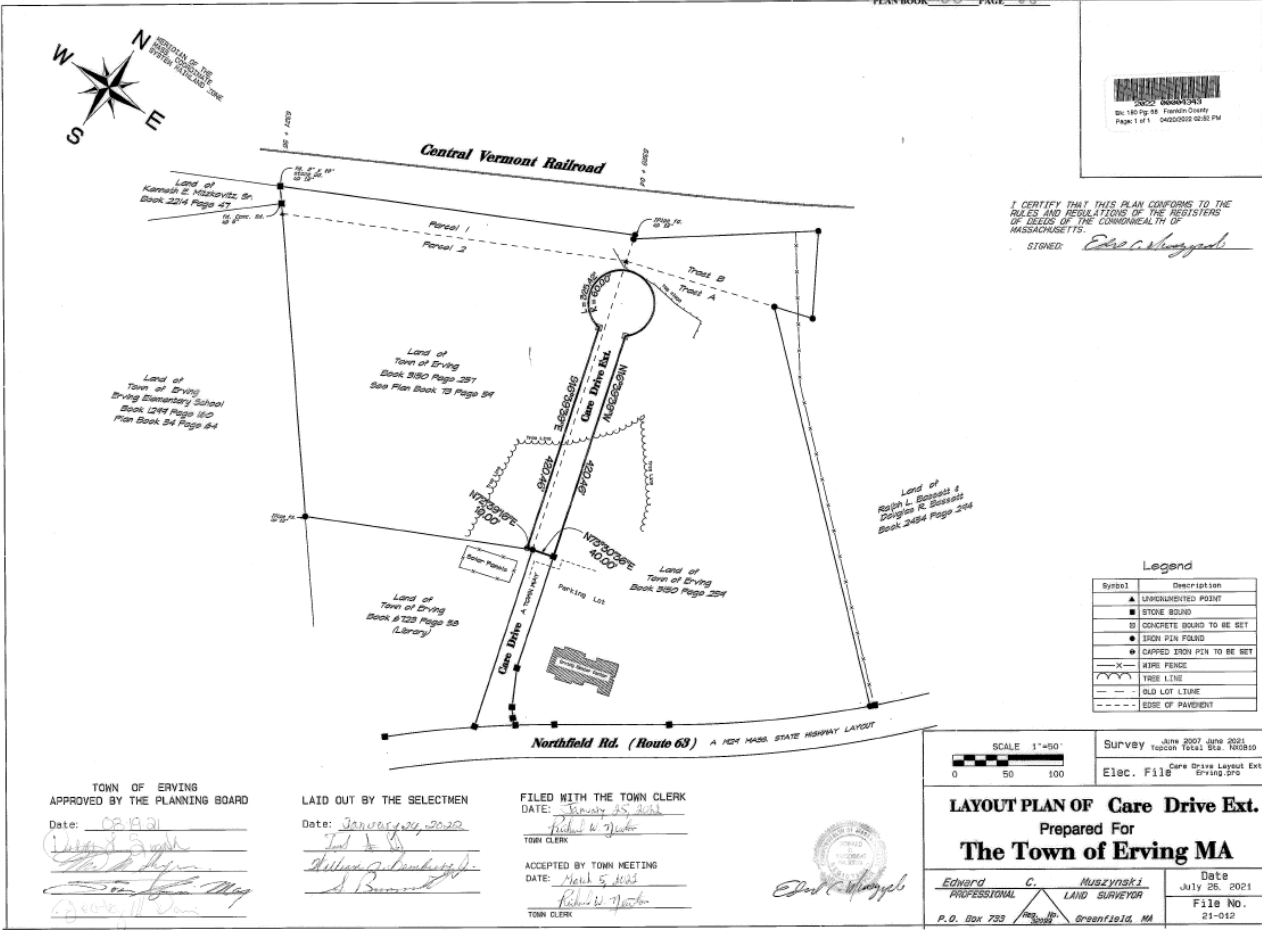
Witness our hands on this 9th day of September, 1996.

D. B. Rendell
Chairman, Selectmen

Daniel B. Hammond
Member, Erving Selectmen

Edward J. Rasmussen
Member, Erving Selectmen

ATTEST: FRANKLIN COUNTY, MASS. H. Peter Wood, Register



I CERTIFY THAT THIS PLAN CONFORMS TO THE ORDERS AND REGULATIONS OF THE REGISTRARS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
 SIGNED: *Edward C. Muszynski*

Legend

Symbol	Description
▲	UNLIMITED POINT
■	STONE BOUND
■	CONCRETE BOUND TO BE SET
●	IRON PIN FOUND
●	CAPPED IRON PIN TO BE SET
—X—	PIPE FENCE
—	TRAIL LINE
- - -	OLD LOT LINE
- - -	EDGE OF PAVEMENT

TOWN OF ERVING
 APPROVED BY THE PLANNING BOARD
 Date: 08.19.21
[Signatures]

LAI D OUT BY THE SELECTMEN
 Date: January 20, 2020
[Signatures]

FILED WITH THE TOWN CLERK
 DATE: January 25, 2021
 TOWN CLERK: *[Signature]*
 ACCEPTED BY TOWN MEETING
 DATE: March 5, 2021
 TOWN CLERK: *[Signature]*

SCALE 1"=50'
 0 50 100

SURVEY June 2007 June 2021
 Taconic Total Sta. N08B10
 Elec. File Care Drive Layout Ext. Erving GIS

LAYOUT PLAN OF Care Drive Ext.
 Prepared For
The Town of Erving MA

Edward C. Muszynski
 PROFESSIONAL LAND SURVEYOR
 P.O. Box 735 Greenfield, MA

Date
 July 26, 2021
 File No.
 21-042



Attachment F | SAMPLE DEVELOPMENT AGREEMENT

SAMPLE DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is made as of this _____ day of _____, 2023, by and between XYZ corporation, a Massachusetts corporation, having a place of business at 123 Main Street, anywhere MA 02601 (“Developer”) and the Town of Erving, public body corporate and politic organized under the laws of the Commonwealth of Massachusetts, having a place of business at 12 East Main Street, Erving, MA 01344 (“Town”).

Recitals

A. Town is the owner in fee simple of certain property known as _____ located on _____, contains _____ MA (“Property”). The Town wishes to develop [a portion of] such property as affordable rental housing. The Town has determined that it can best accomplish this purpose by engaging a private developer to develop, construct and operate such housing while Town maintains long-term site control [if long-term lease].

B. On or about, _____, Town issued a request for proposals in connection with the contemplated development, construction and operation of at least affordable rental housing on [a portion of] the Property. On or about, units of _____

Developer submitted a proposal (the “Proposal”) to develop, construct and operate residential units, including ___-bedroom units and ___-bedroom units, and associated site improvements and open space to be developed on [a portion of] the Property as generally described in the Proposal which is attached as Exhibit A and incorporated herein by reference and otherwise in accordance with this Agreement (the “Project”). On or about, Town designated Developer as the developer for the Project.

C. Town and Developer desire to enter into an agreement pursuant to which Developer will develop, construct and operate the Project on [a portion of] the Property, [such portion] to be determined by the parties in accordance with this Agreement as set forth below.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article 1. Site Control; Ground Lease; Developer Fee, Etc.

1.1 Determination of Project Site. The parties agree that the Project shall be located on acres of the unimproved portion of the Property with exact boundaries as delineated

in the attached property site plan (and/or) survey (“Project Site”).

1.2 Ground Lease of Project Site. At such time as Developer is ready to close on its construction financing for development of the Project, Town and Developer shall enter into a mutually agreeable ground lease (“Ground Lease”), substantially in the form attached hereto as Exhibit C, pursuant to which Town will lease the Project Site to Developer for a term of ninety-nine (99) years and otherwise on terms consistent with this Agreement. The Ground Lease shall be on a “triple net” basis, with all costs and expenses, including taxes and insurance, paid by tenant. Rent under the Ground Lease shall consist of a payment of \$ ___ per year and a payment of \$ ___ upon the permanent loan closing. If and when executed, the Ground Lease shall supersede this Agreement in its entirety.

1.3 Developer Right of Entry. Town grants to Developer, its agents, employees, subcontractors, and their agents and employees, a license to enter onto the Property for the purpose of investigating site conditions including, without limitation, surveying, conducting soil tests or borings, and conducting other investigations or engineering tests. Any such entry shall be done at Developer’s sole cost and expense, and at Developer’s sole risk. Developer agrees to indemnify, defend, and hold harmless Town and its employees and agents, from and against any cost, expense, claim or liability arising from any such entry onto the Property by Developer, its agents, employees or subcontractors. Developer agrees that it shall conduct all such tests and investigations in a manner which will cause as little damage as possible to the Property, and in the event of any such damage, shall promptly repair and restore the same at its sole cost and expense. Developer agrees further that all such tests and investigations will be conducted in compliance with all applicable laws and regulations. [with due respect for the privacy and safety of residents of the Property, and consistent with any applicable notice provisions of Town’s leases with residents of the Property.]

1.4 Developer Fee and Overhead. Developer shall be entitled to receive a developer fee and reimbursement for developer overhead in connection with the Project in such amounts and paid on such schedules as approved by the Department of Housing and Community Development. In no event shall payment of any part of such amounts be an obligation of Town.

Article 2. Development of Project; Affordability; Term of Agreement.

2.1 The Project. Subject to the Requirements (defined below), Developer shall have responsibility for all aspects of the design, development, construction and operation of the Project.

2.2 Affordability.

__% of the dwelling units at the Project shall be affordable to

households earning of or less of the median family income for the [Metropolitan Statistical Area, adjusted for family size.] Standard

2.3 Development Costs. It is understood and agreed that Developer shall receive the Project Site in an “as is” condition and shall bear all costs associated with the Project as contemplated hereunder. Town will pay its own legal fees in connection with preparation and negotiation of this Agreement and the Ground Lease.

2.3 Term of Agreement. In the event that the Developer has not closed on its construction financing for

development of the Project by this Agreement upon written notice to the other party, either party may terminate

Article 3. Respective Responsibilities of Parties.

3.1 Responsibilities of Developer. All aspects of the development of the Project as a financially feasible project shall be the sole responsibility of Developer, it being understood that Developer shall only be responsible for the construction and operation of the Project to the extent Developer timely receives all funding, permits and approvals contemplated in the Proposal or this Agreement or otherwise necessary for the Project. Items a,b,c below are required for documentation that the Developer is diligently pursuing his obligations to the Town as further detailed in Article 5.1.1. Specific Developer responsibilities include, without limitation, the following:

(a) Developer shall provide Town on a timely basis with all information with regard to Developer's activities which Town reasonably requests.

(b) Developer shall select, coordinate, direct and manage the Project development and construction teams identified in the Proposal. Upon request, Developer shall provide Town with contractors' names and contact information.

(c) Developer shall apply for, secure, and enter into all necessary Project financing and subsidy arrangements. Developer shall keep Town fully informed of all applications for government assistance and public or private financing with respect to the Project and upon request shall provide HA with copies of formal submissions.

(d) Developer shall obtain hazard and liability insurance reasonably satisfactory to Town. (e) Developer shall use diligent efforts to adhere to the Project Development Schedule attached as Exhibit B.

(f) Developer shall comply with all the Requirements (defined below), and shall obtain all necessary governmental consents and approvals, including, as applicable, a comprehensive permit pursuant to M.G.L. Ch. 40B or any other zoning approvals, a building permit and other municipal, state or federal permits.

(g) Developer shall prepare and follow an affirmative fair housing marketing plan in compliance with DHCD's Affirmative Fair Housing Marketing Plan Guidelines for the Project. Such plan shall be submitted to Town for review prior to implementation.

(h) Developer shall manage and supervise the construction of the Project in accordance with the terms of the Ground Lease.

3.2 Responsibilities of Town. The following matters shall be the primary responsibility of Town:

(a) Town shall review on a timely basis any matter submitted to it for review or approval and advise Developer of approval or denial, and (if relevant) of its reasons for denial.

(b) Town shall provide reasonable support for the Project with local, state, and Federal agencies, lenders, and other applicable parties. Town shall provide reasonable assistance requested by Developer in obtaining licenses, approvals, clearances, the comprehensive permit and other permits, or other cooperation from local, state, and Federal agencies and officials and from local governing bodies

Town will cooperate with Developer in pursuing any real estate tax exemptions and abatements that may be

available for the Project.

3.3 Responsibilities of Both Parties.

(a) If resources anticipated by the parties for the Project become unavailable, or for any reason the Project ceases to be feasible, including, without limitation, due to engineering constraints of the Property, Town will work with Developer, both acting in good faith, to develop changes or alternate plans which accomplish the original goals set forth in this Agreement to the maximum extent possible given available resources, which changes may include a reduction in the number of the units in the Project or a change in affordability levels. In the event that the parties, using good faith, are either unable to identify feasible changes or alternate plans or to agree upon proposed changes or alternate plans within six (6) months after the need for changes or alternate plans has been identified, either party may terminate this Agreement upon written notice to the other party.

Article 4. Plans; Project Development Schedule

4.1 Plans. The development and construction of the Project shall be in substantial compliance with the RFP and such site plans, concept plans, plans and specifications and the like, approved pursuant to this Agreement by the parties (“Plans”), unless changes are agreed upon in writing by the parties. In addition, Plans shall comply with all applicable Town of bylaws, regulations and processes (“Local Bylaws”) (the Approved Plans and Local Bylaws, collectively, the “Requirements”).

4.2 Project Development Schedule. Attached hereto as Exhibit B is the Project Development Schedule, including proposed dates for performance of certain milestones.

Article 5. Default; Remedies.

5.1 Default by Developer. The occurrence of any of the following events shall constitute an event of default (“Event of Default”) under this Agreement by Developer:

5.1.1 If Developer fails to diligently prosecute the development and construction of the Project in accordance with this Agreement or to observe or perform in any material respect any covenant, condition, agreement or obligation hereunder and shall fail to cure, correct or remedy such failure within thirty (30) days after the receipt of a written notice thereof, unless such failure cannot be cured by the payment of money and cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if Developer proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof, but in no event shall such extended cure period extend beyond ninety (90) days;

5.1.2 If Developer shall be adjudicated bankrupt or be declared insolvent under the federal bankruptcy code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts (hereinafter collectively “Bankruptcy Laws”) or if Developer shall (a) apply for or consent to the appointment of, or the taking of possession by, or any receiver, custodian, trustee, United States Trustee, or liquidator (or other similar official) of Developer or of any substantial portion of Developer’s property, or (b) generally not pay its debts as they become due, admit in writing its inability to pay its debts generally as they become due, or (c) make a general assignment for the benefit of its creditors, or (d) file a petition commencing a voluntary case or seeking to take advantage of any Bankruptcy Law; or

5.1.3 If an order for relief against Developer shall be entered in any involuntary case under any Bankruptcy Law,

or if the petition commencing an involuntary case against Developer or proposing reorganization of Developer under any Bankruptcy Law shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within sixty (60) days after filing, or if a proceeding or case shall commence in any court of competent jurisdiction seeking aid or liquidation, the organization, dissolution, winding up or adjustment of debts of Developer, or the appointment of a receiver, custodian, trustee, United States Trustee, or liquidator or (other similar official) of Developer or of any substantial portion of Developer's property, or any similar relief as to Developer pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving any or ordering any of the foregoing shall be entered and continued unstayed and in effect for thirty (30) days.

5.2 Remedies for Town. If there is an Event of Default by Developer, Town may, in addition to any and all other remedies available to it at law or in equity terminate this Agreement upon written notice to Developer.

5.3 Default by Town. The occurrence of any of the following events shall constitute an Event of Default by Town hereunder:

5.3.1 If Town fails in any material respect to observe or perform any covenant, condition, agreement or obligation hereunder, and shall fail to cure, correct or remedy such material default within thirty (30) days after the receipt of written notice thereof, unless such failure cannot be cured by the payment of money and cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if the Town proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof, but in no event shall such extended cure period extend beyond ninety (90) days;

5.3.3 If Town shall be adjudicated bankrupt or be declared insolvent under any Bankruptcy Laws or if Town shall (a) apply for or consent to the appointment of, or the taking of possession by, or any receiver, custodian, trustee, United States Trustee, or liquidator (or other similar official) of Town or of any substantial portion of HA's property, or (b) generally not pay its debts as they become due, admit in writing its inability to pay its debts generally as they become due, or (c) make a general assignment for the benefit of its creditors, or (d) file a petition commencing a voluntary case or seeking to take advantage of any Bankruptcy Law; or

5.3.4 If an order for relief against Town shall be entered in any involuntary case under any Bankruptcy Law, or if the petition commencing an involuntary case against Town or

proposing reorganization of Town under any Bankruptcy Law shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within sixty (60) days after filing, or if a proceeding or case shall commence in any court of competent jurisdiction seeking aid or liquidation, the organization, dissolution, winding up or adjustment of debts of Town, or the appointment of a receiver, custodian, trustee, United States Trustee, or liquidator or (other similar official) of Town or of any substantial portion of Town's property, or any similar relief as to Town pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving any or ordering any of the foregoing shall be entered and continued unstayed and in effect for thirty (30) days.

5.4 Remedies for Developer. If there is an Event of Default by Town, Developer may, in addition to any and all other remedies available to it at law or in equity terminate this Agreement upon written notice to Town.

Article 6. Miscellaneous.

6.1 Integration. This Agreement expresses the entire agreement of the parties and supersedes and replaces any

prior agreements of the parties, written or oral.

6.2 Applicable Law. This Agreement shall be construed under the laws of the Commonwealth of Massachusetts.

6.3 Amendment. This Agreement may be amended only by a written instrument, executed by the party to be charged therewith.

6.4 Notices. Whenever, by the terms of this Agreement, notice or any other communication shall or may be given, such notice or communication shall be in writing and shall be deemed given upon the earlier of (i) actual receipt by the party to whom addressed or by such party’s agent or employee, (ii) two business days after being deposited in the U.S. mail, registered or certified mail, postage prepaid, or (iii) one business day after being delivered to a so-called “overnight” mail service with 1-day service, in any event addressed as follows:

If to Town, to:

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

If to Developer, to:

and a copy to: Attorney

6.5 Approvals and Consents. Where the approval or consent of either party is required, such approval or consent shall not be unreasonably withheld, conditioned or delayed. All approvals and consents shall be requested and provided in writing. Any denial of an approval or consent shall be in writing and shall contain a clear and full statement of the reasons for the denial. Unless otherwise specifically provided in this Agreement, if approval or consent is requested pursuant to the notice procedures set forth in this Agreement and if no response is received within fourteen (14) days of the notice, the approval or consent shall be conclusively deemed granted. Any such approvals or consents to be deemed granted after a period of non- reply shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

“NOTICE: THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY. FAILURE TO RESPOND WITHIN DAYS SHALL RESULT IN AUTOMATIC APPROVAL.”

6.6 Reliance by Developer. Town acknowledges that Developer intends to rely on this Agreement and further agrees Developer may rely on this Agreement to establish to third parties that it will have site control of the Project Site in order to qualify for financing and obtain other approvals for the Project.

6.7 Prohibition on Assignment. This Agreement may not be assigned or transferred by Developer without the written consent of Town.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement under seal as of the date and year first written above.

XYZ corporation

By: _____
Chief Executive Officer

Date: _____

Town

By: _____
Chief Executive Officer

Date: _____

List of Exhibits:

Exhibit A	Proposal
Exhibit B	Draft Project Development Schedule
Exhibit C	Ground Lease

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to my best knowledge and belief, the bidder identified below has filed all state tax returns and paid all state taxes required by law and has followed state laws related to reporting employee and contractor wages and withholdings, and submitting child support payments.

Signature of Individual or
Corporate Officer

Corporate Name

Printed Name and Title

Date

CERTIFICATE OF NON-COLLUSION

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

Signature of Individual or
Corporate Officer

Corporate Name

Printed Name and Title

Date

Tax Compliance Certificate

Pursuant to M.G.L., Chapter 62C, sec. 49A, the individual executing this proposal certifies, under pains and penalties of perjury, that to the best of his/her knowledge and belief the Proposer has complied with all of the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Name of Proposer: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Attachment I | DISCLOSURE OF BENEFICIAL INTEREST

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c.
7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property:

(2) Type of Transaction, Agreement, or Document:

(3) Public Agency Participating in Transaction:

(4) Disclosing Party's Name and Type of Entity (if not an individual):

(5) Role of Disclosing Party (Check appropriate role):

____ Lessor/Landlord ____ Lessee/Tenant

____ Seller/Grantor ____ Buyer/Grantee

____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (**attach additional pages if necessary**):

NAME

RESIDENCE

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert “none” if none):

None

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

Disclosing Party

Authorized Signature of Disclosing Party

Date _____

Print Name & Title of Authorized Signer

DRAFT