



**ENERGY AND ENVIRONMENT, ECONOMIC DEVELOPMENT, &
REGIONALIZATION IN DOUGLAS**



Community Compact Best Practice Report

2017

Table of Contents

Shared Building Inspection	2
Shared Information Technology	5
Douglas Economic Development: Asset Inventory	5
Process	6
Green Communities Designation	7
Attachment A	9

Shared Building Inspection

Increasing strain on municipal budgets and a shortage of qualified building inspectors have left many towns struggling to keep up with inspections and zoning related issues in their building departments. Town Administrators and from Douglas, Oxford, Uxbridge, Webster, Grafton have held meetings to discuss the possibility of working collaboratively to establish a regional building inspection function. The group delved into other problems they share, the most pressing of which is a shortage of staff, especially when it comes to inspectors. Douglas is currently sharing an inspector with Uxbridge to fill their gap.

After reviewing the volume of work completed in each town and utilizing a Budget & Permit Comparison drafted by CMRPC (Figure 1) the Regional Building Department Working Group believed that by pooling resources, they could collectively afford one (1) Building Commissioner, one (1) Building Inspector, one (1) per diem building inspector, two (2) part-time wiring inspectors, two (2) part-time plumbing and gas inspectors, and two (2) administrative employees. This level of staff would ensure that these inspections were completed efficiently and in a timely manner. Additionally, one of the Building Inspectors would specialize in zoning enforcement as this is an area where several of the towns have a shortfall. The staff would be hired utilizing a new Regional Building Department Committee, consisting of representatives from each town.

Year	Budget	Total Permits
Douglas		
2015	\$ 99,229	693
2014	\$ 127,147	584
2013	\$ 126,108	543
Grafton		
2015	\$ 198,876	2,275
2014	\$ 208,527	2,137
2013	\$ 201,187	1,980
Oxford		
2015	\$ 78,016	966
2014	\$ 73,361	802
2013	\$ 48,233	363
Uxbridge		
2015	\$ 138,994	1,345
2014	\$ 148,802	1,170
2013	\$ 109,012	1,069
Webster		
2015	\$ 147,463	1,403
2014	\$ 122,711	1,352
2013	\$ 117,214	?

Figure 1

The group agreed that fee structures should remain untouched. Building Inspection Fee Schedules vary widely from town to town. While it would be more complicated and time-consuming for the Inspector to determine fees from town to town, altering these fee schedules would likely result in resistance from communities and threaten the viability of the program. Assessments, meanwhile, would be proportional to the use of the service. Because records would already be tracked by the new Regional Building Department, the group decided that assessments should be defined by a formula based on the volume of permits to each town. To offset these costs, permit fees would remain with the town in which they were issued.

CMRPC prepared a financial breakdown of the costs associated with the new program including personnel, benefits, and other operating costs (see Figure 2, below). CMRPC also drafted an Inter-Municipal Agreement for the new program (Attachment A) and the Town of Uxbridge agreed to host the service if an agreement could be reached. Shortly thereafter, staff turnover among Town Administrators

in Douglas, Uxbridge, and Webster required that the project be put on hold until all towns are prepared

Personnel	Cost Estimate				
Building Commissioner	\$85,000				
Building Inspector	\$65,000				
Per Diem Building Inspector	\$20,000				
PT Wiring Inspector	\$35,000				
PT Wiring Inspector	\$35,000				
PT Plumbing/Gas Inspector	\$35,000				
PT Plumbing/Gas Inspector	\$35,000				
Admin	\$40,000				
Admin	\$40,000				
<i>Subtotal</i>	<i>\$390,000</i>				
Benefits					
Retirement (10% est.)	\$39,000				
Medicare (1.5% est.)	\$5,850				
State Unemployment (.4% est.)	\$1,560				
Universal Health	?				
Group Insurance	?				
Long Term Disability (.4% est.)	\$1,560				
<i>Subtotal</i>	<i>\$47,970</i>				
Operating					
Travel (use existing vehicles)	\$30,000				
Office Supplies	\$5,000				
Computers/IT	\$6,000				
Rent/Utilities	?				
Staff Development	\$3,000				
<i>Subtotal</i>	<i>\$44,000</i>				
Total	\$481,970				
		Population	Fee		
Douglas	8,471	\$60,157.48			
Grafton	17,765	\$126,159.56			
Oxford	13,709	\$97,355.55			
Uxbridge	11,156	\$79,225.22	<i>Host discount?</i>		
Webster	16,767	\$119,072.18			
	67,868				
		Permit	Fee		
Douglas	693	\$49,985.81			
Grafton	2,275	\$164,094.84			
Oxford	966	\$69,677.20			
Uxbridge	1,345	\$97,014.31	<i>Host discount?</i>		
Webster	1,403	\$101,197.83			
	6,682				

to move forward.

Figure 2

Shared Information Technology

Douglas shares certain Information Technology (IT) services with the Town of Northbridge. Northbridge was recently awarded a Community Compact IT grant which greatly enhanced their capacity. As a result, the IT infrastructure of Northbridge currently surpasses that of Douglas. The Town of Douglas worked with CMRPC to write a Community Compact Information Technology (IT) Grant to upgrade the aging IT infrastructure in the Douglas Town Hall. The Town's long term IT goals include:

- a) upgrading their server,
- b) enabling building-wide Wi-Fi for both staff and public use, and
- c) moving towards greater utilization of digital documents.

To achieve these goals, the Town first needed to make a major investment in its critical infrastructure. The Town was using Category 3 wiring that was installed over twenty years ago which constricted data transfer rates significantly and limited productivity (or similar). Demand for bandwidth has increased dramatically over the past decade and such demand will become even more critical as the Town moves toward their technology objectives. There were also concerns about the safety and reliability of the existing wiring. The project represented a critical one-time investment, installing up to 100 Category 6 cables that would be terminated, tested, and labeled. Upgrading from Category 3 to Category 6 wiring will allow them to make full use of their existing technology, provide for anticipated IT investments, and operate more efficiently and productively. The grant was awarded in full and the wiring work has begun in Douglas. The IT director expects this upgrade will help Douglas achieve parity with their collaborative counterpart in Northbridge, allowing him to spend more time focusing on other improvements. This grant has gone a long way in strengthening the shared IT agreement between Douglas and Northbridge.

Douglas Economic Development: Asset Inventory

In March of 2017 the Central Massachusetts Regional Planning Commission (CMRPC), entered into discussions with Paul Peterson and Michael Guzinski of the Town of Douglas Economic Development Committee, and William Cundiff, Town Engineer about pursuing an economic development strategic plan. The plan envisioned would satisfy the Town's Community Compact commitment to pursue strategic economic development as a best practice. Given limited funding available from CMRPC and the Town to pursue this objective, a budget of \$4,000 was secured as part of CMRPC's existing

Community Compact District Local Technical Assistance (DLTA) allocation. This project was envisioned as the first phase of a multi-phase project which will culminate with a five-year economic development strategic plan. Phase 1 was completed in December of 2017. Phase 2 will be pursued in the late-winter, early-spring of 2018. CMRPC will work closely with William Cundiff and other town officials to lay out the most efficient approach to scoping and securing funding for subsequent phases.

Process

CMRPC conducted an inventory of Physical Economic Development Assets in the town Douglas. The inventory is a key step in implementing an asset-based approach to economic development. Classic economic development is traditionally a large-scale, “top down” approach, endeavoring to recruit employers in industries such as manufacturing and technology, to relocate their businesses (and jobs) to a new community. Asset-based economic development is a “bottom up,” community-driven approach that focuses on knowledge of, utilization of, and strategic marketing of existing assets in a community to positively impact its economy. The CMRPC project team worked with the Economic Development Committee, the Historic Committee, and Town Engineer, William Cundiff to identify key property assets. The Town assisted CMRPC in examining six (6) dimensions of community assets including:

- Commercial and industrial properties
- Downtown redevelopment and streetscapes
- Transportation infrastructure
- Utility infrastructure
- Historic properties
- Parks, gardens, and other public physical assets

CMRPC will submit a final project memo including key findings, maps, and tables of identified assets with context provided by the town. This work will form the foundation of a proposed second phase to be conducted in 2018, funding permitting. Phase 2 will look at constraints to the development of key parcels and geographies. This multi-phase project will ultimately conclude with a five-year strategic plan with community goals, objectives and an action plan.

Green Communities Designation

In October 2017, the Town of Douglas submitted application materials for Green Communities designation. Completion of this application reflects Douglas's completion of the five (5) criteria required to become a Green Community through the Massachusetts Department of Energy Resources (DOER) Green Communities Program. These criteria are as follows:

Criterion 1

- Provide as-of-right siting in designated locations for renewable/alternative energy generation, research & development, or manufacturing facilities.

Criterion 2

- Adopt an expedited application and permit process for as-of-right energy facilities.

Criterion 3

- Establish an energy use baseline and develop a plan to reduce energy use by twenty percent (20%) within five (5) years.

Criterion 4

- Purchase only fuel-efficient vehicles

Criterion 5

- Set requirements to minimize life-cycle energy costs for new construction; one way to meet these requirements is to adopt the new Board of Building Regulations and Standards (BBRS) Stretch Code.

To achieve (and document completion of) these requirements, the town of Douglas worked closely with the Central Massachusetts Regional Planning Commission (CMRPC), which played a significant role in Criteria 1-4. The Department of Energy Resources assisted with completion of Criteria 5. Specifically, Douglas (tentatively) met the requirements of the Green Communities program through the following strategies:

Criterion 1: Douglas met this criterion by allowing manufacturing facilities (including of renewable and alternative energy components) by-right in its Industrial zoning district.

Criterion 2: Douglas met this criterion by providing a number of 43D Expedited Permitting sites in town along with their expedited permitting process.

Criterion 3: Douglas met this criterion by identifying municipal baseline energy usage, identifying strategies to reduce energy usage by at least twenty (20) percent, and adopting a plan to meet this 20 percent reduction over the five-year period of FY2016- FY2021. Specifically, this plan identified and documented measures to reduce the Town's energy use by twenty-four (24) percent, exceeding the required target. Such measures are projected to save the Town more than \$162,000 per year at a net installed cost of approximately \$1.57 million for a payback of less than ten (10) years.

Criterion 4: Douglas met this criterion by establishing an inventory of municipal vehicles and adopting a fuel-efficient vehicle policy and replacement plan.

Criterion 5: Douglas met this criterion by passing 780 CMR 115.AA, the "Stretch Energy Code."

Attachment A

TOWN OF DOUGLAS, GRAFTON, OXFORD, UXBRIDGE, AND WEBSTER INTERMUNICIPAL CONTRACT AGREEMENT FOR BUILDING INSPECTION SERVICES

This Intermunicipal Agreement made and entered into pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 4A by and between the Towns of Douglas, Grafton, Oxford, Uxbridge, and Webster:

WITNESSETH

WHEREAS, Douglas, Grafton, Oxford, Uxbridge, and Webster have determined that they share a need for Building Inspection Services; and

WHEREAS, Douglas, Grafton, Oxford, Uxbridge, and Webster have determined that the sharing of the benefits and costs of those services would be beneficial to each Town; and

WHEREAS, Douglas, Grafton, Oxford, Uxbridge, and Webster desire to enter into an Agreement that provides for the terms, conditions and liabilities of the parties with respect to building department services, including, but not limited to terms of cooperation and obligations of each Town relative to cost of shared human resources, facilities, and operating costs.

NOW, THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties hereto, the parties agree as follows:

I. PURPOSE AND TERM

- a. The Douglas Town Administrator, Grafton Town Administrator, Oxford Town Manager, Uxbridge Town Manager and Webster Town Administrator will be the town's respective representatives to oversee the cooperative agreement. The approval of each town's Board of Selectmen will be required to amend this agreement.
- b. Douglas, Grafton, Oxford, Uxbridge, and Webster, acting through their respective representatives, shall have authority on a joint basis to appoint and discharge employees of the shared Building Department.
- c. Agreement dates shall be July 1st through June 30th of each fiscal year. (Contract year) The initial contract year should be _____, 2017 through June 30, 2018.

- d. The term of this Agreement shall be three years. Subsequently, this Agreement shall automatically renew annually every July 1st, **subject to funding by town meeting vote**, unless notification is given by any town.

II. BASIS FOR CHARGES AND BILLING

- a. All charges shall be billed by Uxbridge each contract year and will be based upon each town's population percentage as certified by each town's respective town clerk census figure from the previous fiscal year. This annual appropriation shall be sufficient to pay all fees, supplies, insurances, wages, and health insurance, general maintenance, office expenses, vehicle expenses, workers compensation, and equipment necessary for building inspection services.
- b. All fines and licensing fees collected shall be charged according to the respective town's fee schedule. Fees are to remain with the town in which services are performed.
- c. Payments from each town to the Town of Uxbridge shall be made as follows:
 - a. First half billed in July and due on or before August 30th.
 - b. Second half billed in January and due on or before February 28th.

III. SERVICES PROVIDED BY UXBRIDGE

- a. The Regional Building Department will provide the following services to member towns:
 - 1. Act as Building Commissioner as delineated in 780 CMR 1.00 et seq., 521 CMR and MGL C 40A, and all other applicable laws.
 - 2. Act as Wiring Inspector as delineated in MGL 166 SS 32, 33, 527 CMR 12.00 et seq., MGL Chapters 13,141,142, and 143, and 780 CMR and all other applicable laws.
 - 3. Act as Gas and Plumbing Inspector as delineated in 248 CMR and MGL Chapters 142 and 143, and all other applicable laws
- b. The Regional Building Department will schedule and conduct all inspections.
- c. The Regional Building Department will provide office space, computers and phones for the inspectors.
- d. The Regional Building Department will be responsible for all personnel matters for the Inspectors and discipline staff as warranted.
- e. The duties of the Building Commissioner, Inspectors and Administrative Staff shall include those listed in their respective job descriptions. In the event of a vacancy, one

- representative designated by the appointing body from each of the member towns shall be invited to participate in the hiring panel for the replacement of the employee.
- f. Review of the Building Department's operational procedures shall be performed by the Uxbridge Town Manager or their designee, and shall take place biannually or at any other time as requested by any other Town representative. The proposed budget for the upcoming fiscal year shall be reviewed and presented to each Town's Board of Selectmen as needed for fiscal planning. Budget meetings shall be held with each town's designee for budget formulation, prior to the budget being submitted to each town. The budget shall be approved by a majority of the member towns at Town Meeting to be in effect for the new fiscal year.
 - g. Any funding left unspent from the previous fiscal year shall be applied as credit towards the next fiscal year's bill. Also, if there are any unforeseen overages during the fiscal year, those overages shall be proportioned amongst the member towns. Quarterly expense reports will be provided to all member towns.

IV. REQUIREMENTS OF TOWNS

- a. Uxbridge shall provide and maintain any necessary and related equipment to assist with the operation of the Regional Building Department. This shall include equipment for necessary office and field work completed by department staff. All charges and maintenance costs for the above must be approved by a majority vote of the Towns at a Town Meeting and become part of the shared cost under Article II.
- b. Except as otherwise set forth herein, each party to this Agreement shall waive any and all claims against the other party hereto which may arise out of their activities while rendering or receiving services under this Agreement.
- c. Any hearings resulting from the actions of the Building Commissioner shall be held by the Board of Selectmen or other appropriate authority in the community in which the action is organized. Similarly, any proceeds from enforcement action – such as fines or court-imposed fines or other penalties – will be paid to the community in which the enforcement action took place. Any costs, such as legal fees, will be paid by the community in which the enforcement action took place, **and any claims or litigation arising from such hearings will be filed with that community's liability insurance.**
- d. Should complaints be received concerning the action of the Building Department, the Town Manager/Administrator from the community in which the complaint arose will attempt to resolve the matter, **and any claims or litigation arising from such hearings will be filed with that community's liability insurance.**
- e. The parties agree that calls of an emergency nature shall take precedence over non-emergency requests.

- f. The Regional Building Department shall maintain any and all records required by law. They will keep records of all permits issued, inspections performed, and complaints received. The Regional Building Department shall provide to all parties a quarterly report to include permits issued in each town and a budget update.
- g. All parties shall maintain records of any costs incurred and reimbursements and contributions made relative to the Regional Building Department provided herein. Uxbridge shall also annually provide a financial statement to the other parties relative to the providing of inspection services, as required under G.L. c. 40, §4A.
- h. Any Audits required by G.L. c. 40, §4A may be satisfied by inclusion of operations under this Agreement in the annual Town audit conducted pursuant to G.L. c. 41 §50.
- i. All records referenced above shall be available for inspection by all parties upon reasonable notice.
- j. Each town shall be responsible for payment of legal services relating to enforcement actions taken by that town.

V. AMENDMENTS TO OR TERMINATION OF THE CONTRACT

- a. Amendments to this Agreement may be made after review of any requested amendment is made in accordance with Article III, C above.
- b. Any Town may, by vote of its Board of Selectmen, terminate its participation under this Agreement upon the provision that written notice thereof is provided to all other Towns at least ninety (90) days prior to the end of any fiscal year. Termination shall be effective at the end of the fiscal year in which notice is given.
- c. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, the provisions of which shall not be deemed waived by any provision hereof, and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
- d. If any provision of this Agreement is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Agreement shall be enforced to the fullest extent permitted by law.