



Franklin Regional Council of Governments

TO: Select Board Members

FROM: Bob Dean, Director of Regional Services

A handwritten signature in blue ink, appearing to read "Bob Dean", is written over the printed name in the "FROM" line.

DATE: June 23, 2021

RE: FCCIP Program Contract Renewal

It is time once again to renew the contract for your Town's participation in the FRCOG's Franklin County Cooperative Inspection Program (FCCIP). Please sign both copies of the enclosed contract and return them to me. I will have Linda Dunlavy sign them and return a completed original to you for your files.

The enclosed contract was edited only to update all dates and fees. The remainder is the same as the previous signed contract.

As always, if you have any questions, please contact me at bdean@frcog.org, or by calling 413-774-3167, ext. 108. To help answer your questions I've enclosed a memo describing how the program operates and the benefits of participation in the FCCIP.

We look forward to continuing our inspection work with you.

Thank you very much.





Franklin Regional Council of Governments

To: Town Officials

From: Bob Dean, Director of Regional Services

Date: June 23, 2021

Re: Benefits of Participation in the Franklin County Cooperative Inspection Program

Program Overview

The Franklin County Cooperative Inspection Program (FCCIP) provides state-mandated building, electrical, and plumbing/gas inspection services (or a subset thereof) to 16 Franklin County towns and is responsible for zoning enforcement in 15 towns. The program's mission is to provide participating towns with professional inspection services by certified inspectors and to be a clearinghouse for information regarding building, zoning, plumbing, and wiring requirements.

The FCCIP operates like a municipal enterprise fund. All expenses are captured in the program budget, and those expenses must be covered by program revenues. Revenue sources include permit fees, town assessments, tickets for code violations and interest income.

In order to stabilize and provide predictability to the town assessments, the FCCIP retains all permit revenues, which covers about 80% of program costs. The remaining 20% of the budget is collected through town assessments for program costs not covered by fee revenue, which includes zoning enforcement, program oversight, and software maintenance and support.

Program Budget

Like town budgets, the FCCIP's budget is based on best estimates of expenses and revenues for the coming year. Permit revenue can be highly variable, depending on the local and national construction climates, financial markets, and real and perceived economic wellbeing of our area's residents and businesses. To smooth the inevitable ups and downs of permit revenues, the FCCIP retains its own year-end fund balance. In years when permit revenue is higher than budgeted, the extra is credited to the fund balance. In years with slower-than-expected permit activity, money can be transferred from the fund balance to prevent a year-end budget deficit.

Staff regularly monitors permit revenue throughout the fiscal year to compare it to budget goals and to determine if budget amendments need to be made. The budgeting process and the use of fund balance are overseen and approved by the FRCOG Finance Committee, which is a subset of municipal officials appointed to the full FRCOG Council.

A portion of the total FCCIP budget is paid for by a contract with the City of Greenfield through which

we provide its property owners with our electrical and plumbing inspection services. The City pays a yearly assessment to the FRCOG to cover its portion of the related FCCIP salaries, benefits and operating expenses. Greenfield handles its own permitting and administrative paperwork.

Budget and revenue data from the past few years (excluding Greenfield's assessment costs and revenue):

Fiscal Year	FCCIP Budget	Permit Revenue	Town Assessments	Net To/(From) Fund Balance	Assessments as Percentage of Budget
13	428,649	346,844	83,500	1,695	19.48%
14	448,087	366,864	83,500	2,277	18.63%
15	463,964	335,797	83,500	(44,667)	18.00%
16	459,135	424,380	83,500	48,745	18.19%
17	493,011	429,854	97,500	34,343	19.78%
18	543,373	428,813	97,500	(17,060)	17.94%
19	534,109	440,791	97,500	4,182	18.25%
20	539,709	623,663	97,500	181,454	18.07%
21	551,552	-----	99,000	-----	17.95%

Benefits of Belonging to the FCCIP:

- ❖ **FRCOG Employs Staff:** The FRCOG hires and manages all FCCIP staff. Towns do not need to worry about hiring, training and retaining qualified staff, or about administering and paying for employee expenses, such as health insurance and retirement.
- ❖ **Certified Inspectors:** The FCCIP has two building officials, one certified at the commissioner's level and the other as a Local Inspector. The wiring inspector is a Master Electrician and the Plumbing/Gas Inspector is a Master Plumber. Smaller towns may have trouble finding qualified and certified inspectors who are willing to forego working as a contractor in the town to become an inspector. State law requires building inspectors to be certified.
- ❖ **Quick Response:** There is almost always an inspector and/or clerk to answer phones and assist walk-ins. Zoning and code questions are answered promptly and inspections are scheduled immediately. Inspections are generally performed within two days of call. Plan reviews and applications are processed generally within a week.
- ❖ **Accurate Records and Procedures:** The FCCIP has had forty-four years to fine tune permit record keeping and internal procedures for handling zoning, code, and office-related issues. Our files are kept up-to-date. Twenty-seven years of computerized permitting records gives the FCCIP the ability to track permit activity and produce valuable reports for town officials.

- ❖ **Coordinated Inspections:** There is a great advantage to have building, wiring, and plumbing inspectors in the same office where they can discuss problems and facilitate plan reviews, inspections, and certificates of occupancy. And the coordination benefits increase for towns that are part of the Cooperative Public Health Service (CPHS) through the FRCOG. FCCIP and CPHS inspectors regularly coordinate responses to issues that overlap the boundaries between building and public health jurisdictions.
- ❖ **Free Public Building Inspections:** Permit fees of less than \$500 are waived for municipal projects.
- ❖ **Education and Enforcement:** FCCIP inspectors are passionate about learning a complex code and disseminating this information via newsletters, training, and personal contact with builders and homeowners. It is very difficult for even full-time inspectors to keep abreast of an evolving code and all the associated reference standards. Building officials are required to complete continuing educational credits to maintain certification. Lack of knowledge and enforcement could be detrimental to public health and safety and result in increased liability to the town.
- ❖ **Online Permitting:** The change to processing permits electronically has improved the program's efficiency and has been enthusiastically embraced by contractors. Applicants can access the software 24/7 and can pay permit fees online. Local officials can easily access the software remotely to run reports and to provide necessary sign-offs throughout the permit approval process. Staff is available in person or by phone to assist people with filling out the online forms, and a dedicated terminal is available at our office for applicants who lack access to a computer. We handle the processing of fee payments and deal with payment-related issues, including bounced checks and paying out refunds.
- ❖ **Zoning Expertise and Enforcement:** Zoning enforcement is a strong component of the program. Zoning review is integrated into the permit application process. The staff is experienced and well versed in MGL chapter 40A (the Zoning Act), consults with legal counsel when necessary, and has years of experience in prosecuting difficult cases in Housing Court. There are no fees charged to the general public for use of the program as a zoning information center, as this is included in the assessment fee. Grandfathered lots and issues of non-conformance require extensive staff time to research. Time is spent in each town checking for and observing zoning violations for enforcement. We also field a significant number of calls from citizens who are making complaints about possible zoning violations and those investigations are conducted without charge. We provide feedback to towns regarding the practical application of local zoning bylaws and we offer amendment suggestions to make bylaws more understandable and user-friendly.
 - **Central Clearing House for Zoning Information:** Significant time is spent fielding zoning bylaw questions from town citizens, real estate professionals, developers, surveyors, town officials, zoning boards and planning boards. Coordination of zoning with town ZBA and planning boards is provided by the Commissioner writing letters of opinion to applicants whose permits are rejected, with copies sent to those boards. Most town boards will not act without the Commissioner's letter.

- **Zoning Expertise:** Most town zoning boards and planning boards use our services for opinions on zoning issues. We have spent considerable time researching legal issues, consulted our legal counsel, and have attended many educational seminars. Knowledge of case law and the Massachusetts zoning act, MGL chapter 40 A, is extensive.
- ❖ **Building Code Review:** Staff regularly give hotline advice regarding building code compliance to homeowners and contractors. We provide assistance to architects designing projects, and we field complaint calls regarding possible building code violations. As building codes change yearly and the complexity of the codes increase, it is a valuable service to towns. The following individual codes constitute the entire building code: International Residential code, International Building code, International Energy Conservation code, International Mechanical code, International Existing Building code, 521 CMR, architectural access, and NFPA 72: the national fire alarm code. Adoption of the Stretch Energy Code by our Green Communities adds an extra layer of complexity to our building code review.
- ❖ **Coordination of Town Departments:** As a service to the town, we coordinate our work with a number of town officials, including the Fire Chief, Board of Assessors, Treasurer/Collector, Board of Health, Conservation Commission, Highway Superintendent, Town Clerk, ZBA, Planning Board and Select Board. Through our online permitting software, we provide convenient sign-off capabilities to many of these same officials because it is advantageous to the town and helpful to the applicant to do so.
- ❖ **Plumbing and Electrical Inspectors Provide the Same Advice and Professional Services to Town Citizens and Professionals:** Both inspectors do site visits without charge before a permit is issued. Code questions are answered for homeowners, professionals, and architects. They offer emergency inspection assistance to fire departments, day and night, to ensure buildings are safe for emergency response personnel to enter. When boards of health request their inspections, those are done without charge. When buildings are foreclosed on, the power is turned off. Before the power can be turned back on an electrical inspection must be done and this is conducted without charge.
- ❖ **Abandoned/Unsafe Buildings:** All FCCIP inspectors conduct inspections of these buildings, without charge, when requested to do so by the appropriate town officials.
- ❖ **FCCIP Advisory Board:** Participating Town Select Boards may appoint a representative to the FCCIP Advisory Board. The Board meets quarterly and has direct input as to the yearly budget, setting permit fees, and advising staff on a host of other issues that impact the operation of the FCCIP.



Franklin Regional Council of Governments

**BUILDING, PLUMBING & GAS AND WIRING INSPECTION AND ZONING ENFORCEMENT
PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN
THE FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS**

AND

THE TOWN OF BUCKLAND

This Agreement is made this ____ day of _____, 2021, by and between the Franklin Regional Council of Governments or its successors or agents, hereinafter referred to as "the FRCOG", and the Town of BUCKLAND, acting by and through its Selectboard, hereinafter referred to as "the Town."

WITNESSETH THAT:

WHEREAS, the Town has determined that there is a need to obtain professional Building Code and Zoning Enforcement Service, Plumbing and Gas Inspection Service, and Wiring Inspection Service so as to better protect the public within the Town; and

WHEREAS; the Town has appropriated funds to procure contracted Inspection services under the direction of its Board of Selectmen; and

WHEREAS; the FRCOG through its Franklin County Cooperative Inspection Program hereinafter referred to as "the FCCIP", is willing to provide Inspection services to the Town:

NOW, THEREFORE, in consideration of the forgoing premises, which are hereby incorporated into and hereby made part of the terms and conditions of this Agreement and the mutual covenants hereinafter set forth, it is agreed as follows:

I. TERM OF AGREEMENT

The term of this Agreement shall be three years, commencing upon execution by the Town and FRCOG. It shall renew automatically after the first term for one additional year unless amended as set forth herein in section VIII, or earlier terminated as set forth herein in Section XI.

II. ENGAGEMENT OF THE FRCOG

The Town hereby engages the FRCOG, acting by and through the FCCIP, for the purposes of providing inspection and zoning enforcement services to the Town. The FRCOG, and its agents, hereby agree to act in a professional and timely manner. The Town agrees to provide the FRCOG with on-site direction and evaluation of service as necessary to assist the FRCOG in providing proper oversight, management and efficient delivery

of the contracted services. The FRCOG shall be responsible for supervising the training, quantity and quality of contracted services, including direct supervision of all inspectors.

III. SCOPE OF SERVICES OF THE FRCOG

The Town hereby engages the FRCOG, acting by and through the FCCIP, for the purposes of providing the above-described inspection services to the Town. The FRCOG, and its agents, hereby agree to act in a professional and timely manner. The FRCOG will render the primary services to be provided as described herein through qualified inspectors.

- The FRCOG shall be responsible for hiring; supervising the training, quantity and quality of contracted services, including direct supervision of all FRCOG inspectors; and providing all applicable employee benefits to the inspectors. The FRCOG will:
- provide at a minimum the following services to the Town under the direction of the FCCIP as required and requested by the Town:
 - Act as Building Commissioner, and Local Inspector(s) as required, as delineated in 780 CMR 1.00 et seq., 521 CMR and MGL C 40A, and all other applicable laws.
 - 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.
 - Act as Gas and Plumbing Inspector as delineated in 248 CMR and MGL Chapters 142 and 143, and all other applicable laws.
 - Act as Zoning Enforcement agent as delineated in MGL Chapter 40A Sec. 7
- Schedule and conduct all inspections.
- Provide emergency access and backup inspectors.
- Provide office space, computers and phones for the inspectors.
- Be responsible for all personnel matters for the inspectors, including disciplining staff as warranted.
- Be responsible for legal costs that relate to the overall program.
- Provide information technology support for FCCIP staff, including maintaining web site, online permitting software, computer virus protection and back up, software purchasing and licensing, etc.

III. RESPONSIBILITIES OF THE TOWN

The Town agrees to provide the following services to the FCCIP to ensure that the FRCOG provides quality, efficient delivery of service. The Town will:

- Provide the FRCOG with feedback on the services provided as necessary to assist the FRCOG in providing proper oversight, management and efficient delivery of the contracted services.
- Appoint a representative to the FCCIP Advisory Committee.
- Communicate any concerns about the program first to the inspector involved. If the concern is not resolved, then to the Building Commissioner, and if still a concern to the FRCOG Director of Regional Services.
- Provide prompt review of monthly reports, and prompt payment of quarterly bills.
- Provide the FCCIP with any changes to town zoning bylaws 1) as they are considered and 2) once they are implemented.

- Provide legal defense for any issues, cases, or causes of action that arise only in relation to decisions and actions taken pursuant to the Building, Wiring and Plumbing & Gas inspections and Zoning enforcement for the Town.

IV. COMPENSATION

For any services rendered under this agreement the FRCOG will receive compensation as determined by an assessment formula approved annually by the FCCIP Advisory Committee and the FRCOG during its annual budgeting process. Notification of compensation costs for the next fiscal year will be provided to the Town no later than March 1. For Fiscal Year 2022, the town shall be liable for no more than **\$7,600** for building, plumbing, and wiring inspection and zoning enforcement services. This fee is constituted as follows:

- \$4,600 for membership in the building inspection program
- \$2,250 for membership in the plumbing & gas inspection program
- \$2,250 for membership in the wiring inspection program
- \$1,500 discount for membership in all three programs

The FRCOG shall bill for the membership assessment quarterly.

All fees for permits will be collected and retained by the FRCOG.

Building, Plumbing, and Wiring permit fees of \$500 or less for town projects will be waived.

Any financial commitments of the Town as a party to this Agreement is subject to appropriation by the Town and shall not exceed the amounts so validly appropriated. The Town acknowledges that under Section XI, Termination, the town will be bound for one year of payments after a termination notice is received by the FRCOG.

V. INDEMNIFICATION AND INSURANCE

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

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

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

The FRCOG and the Town shall obtain and keep in full force and effect public liability insurance in the amount of One Million (\$1,000,000) Dollars combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the other party against any and all claims for bodily injury, \$3,000,000 aggregate, death or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

VI. WAIVERS

All covenants, conditions, duties and obligations contained herein can be waived only by written agreement by and between the Town and the FRCOG. Such waivers shall not be effective, unless they are in conformity with all other requirements of law. Forbearance or indulgence in any form or manner by either party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to either party. No waiver of any default or breach shall constitute a waiver of any subsequent default or breach.

VII. FINANCIAL SAFEGUARDS

FRCOG Financial Responsibilities and Safeguards under MGL c.40 s.4a:

- a. FRCOG shall keep accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received;
- b. FRCOG shall cause to be performed regular audits of such records;
- c. FRCOG shall make provisions for officers responsible for the agreement to give appropriate performance bond ;
- d. FRCOG shall issue periodic financial statements to all FCCIP participants.

VIII. AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

IX. FORCE MAJEURE

Neither the Town nor the FRCOG shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are limited to: acts of God or the enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this covenant, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

X. ASSIGNABILITY

The parties shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the Town. No subcontract may be awarded by either party, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of the other.

XI. TERMINATION

This agreement may be terminated by either party for any reason upon one year's written notice from the date received by either party, sent by certified mail, return receipt requested. Such notice shall be signed by authorized officials of the parties. If the Town terminates, the FRCOG is relieved of any and all responsibilities to the Town which would be performed after the scheduled termination date after the year has elapsed. In event of termination, the FRCOG shall no later than fifteen days after said termination date, deliver to the Town

all reports, documents, data and materials of every kind and nature which are related to FRCOG services to the Town and compensation will be made to the FRCOG for time spent up until the time of termination.

XII. CONFLICT OF INTEREST

No officer, employee, agent, or member of the governing bodies of the FRCOG and Town shall participate in any decision or service relating to this Agreement that affects the personal interest of such officer, employee, agent, or member of the governing bodies, whether such interest is direct or indirect. The FRCOG and the Town shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

XIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XIV. NONDISCRIMINATION

The FRCOG and the Town shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

XV. APPLICABLE LAW

The Parties agree to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

Linda Dunlavy, Executive Director

Date

TOWN OF BUCKLAND SELECT BOARD

Chair

Date

