

TOWN COUNCIL MEETING MINUTES OF DECEMBER 15, 2020

1. CALL TO ORDER

Council President calls meeting to order and gives Zoom information for the public

ROLL CALL

Present: Councilor Stephen Ruggiero, Councilor Barbara Flockhart, Councilor Rob Demarco, Councilor Peter Christopher, Councilor Tracey Honan, Councilor Nick LoConte, Councilor Rich Ferrino, Council Vice President James Letterie, President Philip Boncore

2. PLEDGE OF ALLEGIANCE

Councilor Ferrino

3. Minutes

Approval of December 15, 2020 Minutes, as circulated

Motion by Councilor Ferrino

2nd by Councilor Honan

Approve: Councilor Stephen Ruggiero, Councilor Barbara Flockhart, Councilor Rob Demarco, Councilor Peter Christopher, Councilor Tracey Honan, Councilor LoConte, Councilor Ferrino, Council Vice President Jim Letterie, President Philip Boncore
Motion Passes 9-0

5. GENERAL INFORMATION & RECOMMENDATIONS

Council Presidents reports there were 23 new cases adding to the 36 over weekend...we must keep up the vigilance, there is a mandatory mask inside/outside...we are up to 1109 total with 27 deceased. Council President will be asking for strict enforcement for not wearing masks.

6. PUBLIC HEARING

None

7. PUBLIC COMMENT

No public comment at this time.

8. CORRESPONDENCE

9. COMMITTEE REPORTS

9.a Public Safety Committee

Councilor Flockhart reports on meeting discussing the choice of the Public Safety Building Site by Kastle Boos Assoc. It was decided that since the community should be more involved with the site location of either the Little League Field or the Golf Course organization, the representatives of both should be contacted. The committee has tabled until next meeting to gather more information.

Councilor Ferrino asks if either site chosen, has Article 97 been discussed.

9 b Virtual Town Hall with Councilor DeMarco

Councilor DeMarco reports on his virtual meeting and the number one subject was mainly the school opening and discussion of who wants children in school and who wants kids to stay home.

10. TOWN MANAGER REPORT

Town Manager Faison. comments on the Board of Health potential fall back on Ph 3 Step 1 in town. Board of Health tabled this motion awaiting Governor is consideration of additional roll backs. The state does have Care Acts Money to be allocated out to communities, especially our restraint community. He totally understands the set back to these businesss and want to help with any aid to help them financially from the state and federal government.

He shares Screen of National Wide Covid Surge. This is from Mayors from all over the country and Harvard with Bloomberg.

We can see surge that is happening all over country. Vaccines are coming out, but people fall into the 3rd to 4th phase of vaccines. A fair amount will not receive until atleast April May or June. Spikes had after Memorial, Labor Day, Thanksgiving and probably after the current holiday season.

How can all do things safely during holiday season...

Same type of advice...stick with your people, unfortunately not being able to spend time with family is extremely hard but for a health factor and personal responsibilities that we must do

Director Hurley gives an update on current Covid cases 28 cases in last 24 hours...1109 total cases 27 deceased, 196 isolated, 886 recovered. The incident rate may be as high as the 90's, did a quick calculation on case counts for Nov. vs. Dec. We have had large scale outbreaks, the Parc at Harborview, A DMH site in a group home, residents about 6-7 and a deceased and staff has contacted COVID-19.

Working with public schools doing flu vaccine. Most appointment been given and taken but will help with all. Have filled all appointment times but looking to hopefully hold another one.

Vice President Letterie thanks Director Hurley.... asks if amount of testing that was done in Nov. compared to Dec. As far as testing now, what is residents in comparison to outside our community? She will review and get back with information.

Councilor Ferrino asks if testing has been extended after 12-31-20.

Yes, it has been extended, it must be indoors and will be working with Project Beacon, appointment only.

Finalizing potential sites as to not interfere with school beginning.

Councilor Christopher asks if is there going to be any roll for municipalities to play for disbursement of vaccine.

Yes, right now we expecting to see first responders centrally, not through local health teams.

Open Pods should be seen beginning in April for general population by phases.

Town Manager reflects that the Cares Act Money will not be available and not until sometime in Jan. we must look for the federal and state government for funding. It will be discussed on allocations.

Councilor Ferrino asks what current loss of water in town is. Director Calla replies approx. 18%. MWRA continues to bill us on total consumption, which is not close to what we are billing. We must review this policy and continue investigating. We do have a town wide leak detection. We do annually and it is required for every two years. We keep a list of the leaks and once reported, they are fixed within two weeks.

Director Calla working on what is being billed and what MWRA billing as total consumption.
Councilor Ferrino asks if current water break had anything to do with the CBD Project?
Director Calla reports, no it has nothing to do with the CBD Project.
Vice President Letterie asks to confirm that Gioso is done for the season?
Yes, they are, still will be seen in town doing inspections.

Vice President Letterie asks about the rink, parking lot, the drain seems to be clogged due to their storing construction materials.

Director Calla reports yes, but Gioso will be taking care of this and offering more drainage. At end of project drainage will be completed.

Councilor Ruggiero asks if we are ready for the snowstorm coming.

Director Call reports yes, town is ready.

Chief Flanagan-does not think coastal flooding will be a problem.

11. SCHOOL DEPARTMENT UPDATE

Council President reports on meeting Monday Dec. 7, 2020.

Meeting to recruit teacher monitors., MS, HS, Lunchroom monitors, hallway all needed for opening, if you have time....sign up and put application in.

Announced retirement of Judi Buono, who has been with school for 35 years.

12. OLD BUSINESS

None

13. NEW BUSINESS

13.a That the Town Council direct the Town Manager on a solution for In Person Meetings

Councilor DeMarco reports that since the children are going back to school we should consider in person meetings with the Town Council and Committee Members

Council President send this motion to the Public Safety Committee

13.b Town Council authorize the Town Manager to sign the North Suffolk Resilience & Sustainability Office Agreement

Motion by Councilor Ferrino

2nd by Councilor Christopher

Discussion by Town Manager (See information attached)

Council President refers this to the Rules & Ordinance Committee

13.c Motion to Replenish Pest Control Funding

Discussion of Funding by CFO Anna Freedman

Motion by Councilor Ferrino to refer to the Finance Committee

2nd by Vice President Letterie

Discussion

Councilor Honan asks if any of these pest problems could be from the CBD Project?

Director Calla replies, Gioso has been doing the correct baiting in the center for pest control.

Councilor Honan asks when residents must control their own pest control?

Town Manager replies that trash is a big problem with the pests and construction happening all over town, it is a fine line of what is the towns responsibility vs. an individual? If it is obvious it is a citizen's responsibility, they should take care of, but at this time, the town is having a pest problem which is also a regional problem.

Is there a massive home project and then an influx of pests, would they be responsible for the costs? Town Manager replies that the ISD could discuss this with any major improvements being done.

Councilor Ruggiero reports his precinct has been getting infested. Education would also help with trying to fix this problem as more people are home and more trash being generated.

Approve: Councilor Stephen Ruggiero, Councilor Barbara Flockhart, Councilor Rob Demarco, Councilor Peter Christopher, Councilor Tracey Honan, Councilor LoConte, Councilor Ferrino, Council Vice President Jim Letterie, President Philip Boncore
Motion Passes 9-0

PUBLIC COMMENT

Reminds of the TSAC meeting and on the agenda is the Point Shirley Resident Pilot Parking Program.

Councilor Ferrino asks about update on town wide 25 MPH, Mike Diluiso reflects that this must be requested by the town and he will review.

One Way Harbor view will also be addressed.

15. PUBLIC RELATIONS / UPCOMING EVENTS

15.a Immediate Committee Openings for Airport Hazards Committee
Commission for Diversity, Inclusion and Community Relations

Town Council wishes all a Happy Holiday

16. ADJOURNMENT

Motion to adjourn by Vice President Letterie at 8:08 PM
2nd by Councilor Ferrino

Approve: Councilor Stephen Ruggiero, Councilor Barbara Flockhart, Councilor Rob Demarco, Councilor Peter Christopher, Councilor Tracey Honan, Councilor LoConte, Councilor Ferrino, Council Vice President Jim Letterie, President Philip Boncore
Motion Passes 9-0

A DVD of this meeting is available from WCAT / www.youtube.com
Public Documents used in the meeting are available at Town Managers Office. Documents Used in this Meeting:

Handwritten Notes / Committee Openings Documents
Roll Call Log
Written Motions / Verbal Motions

Respectfully submitted,
Town Council Clerk
Denise Quist



TOWN OF WINTHROP

OFFICE OF THE TOWN MANAGER

Town Hall, 1 Metcalf Square, Winthrop, MA 02152 Telephone: 617-846-1077 Fax: 617-846-5458

Austin Faison
Town Manager

Town Council Motion

December 10, 2020

Fiscal Year 2021

Motion Summary

Title: ISD Purchased Services Replenishment
Motion ID: TCM21-007
Amount: \$20,000.00
Funding Source: Town Council Reserve

Motion Details

Motion Type: Budgetary Transfer
Submitted by: Austin Faison Town Manager
Date Submitted: 12/10/2020

Text of Motion

MOTION: I move that the Town Council vote to transfer \$20,000 from the Town Council Reserve to replenish the Inspectional Services Purchased Services account due to extraordinary pest control expenses as estimated for the remainder of Fiscal Year 2021; or take any other action thereto.

Funding Details

Funding Source			Funding Destination		
Account	Description	Amount	Account	Description	Amount
0111057-578100	Town Council Reserve	\$20,000	0124152-520000	Purchased Services	\$20,000

TC Reserve Balance: \$75,000

Amount Requested: \$20,000

TC Reserve after motion approval: \$55,000

12-15-20

Motion by Councilor Ferrino to refer to the Finance Committee
2nd by Vice President Letterie

Approve: Councilor Stephen Ruggiero, Councilor Barbara Flockhart, Councilor Rob Demarco, Councilor Peter Christopher, Councilor Tracey Honan, Councilor LoConte, Councilor Ferrino,

Council Vice President Jim Letterie, President Philip Boncore
Motion Passes 9-0



TOWN OF WINTHROP OFFICE OF THE TOWN MANAGER

Town Hall, 1 Metcalf Square, Winthrop, MA 02152 Telephone: 617-846-1077 Fax: 617-846-5458

Austin Faison
Town Manager

MOTION

TEXT OF MOTION

Submitted By: Town Manager Faison

Date: 12-7-20

Subject: Regional Resilience & Sustainability Office

Motion: That the Town Council take a procedural vote to authorize Town Manager Faison to sign the "Intermunicipal Agreement for Creating the North Suffolk Resilience and Sustainability Office on behalf of the Cities and Town of Chelsea, Revere and Winthrop" on behalf of the Town of Winthrop; or taken any other action thereto.

**INTERMUNICIPAL AGREEMENT FOR CREATING THE
NORTH SUFFOLK RESILIENCE AND SUSTAINABILITY OFFICE
ON BEHALF OF THE CITIES AND TOWN OF CHELSEA, REVERE AND WINTHROP**

THIS AGREEMENT dated as of _____, 2020 ("Agreement") by and between the CITY OF REVERE, a Massachusetts municipal corporation having a usual place of business at 281 Broadway, Revere, MA 02151, acting by and through its Mayor (also referred to as "Revere"), the CITY OF CHELSEA, a Massachusetts municipal corporation having a usual place of business at 500 Broadway, Chelsea, MA 02150, acting by and through its City Manager (also referred to as "Chelsea"), and the TOWN OF WINTHROP, a Massachusetts municipal corporation having a usual place of business at 1 Metcalf Square, Winthrop, MA, 02152, acting by and through its Town Manager (also referred to as "Winthrop"), (collectively, Revere, Chelsea, and Winthrop shall be referred to as the "Municipality" or "Municipalities).

WHEREAS, each of the Parties considers it a priority to reduce energy costs and the emissions generated by their municipal facilities and equipment, and from their community overall;

WHEREAS, each of the Parties is actively working to better prepare their communities for the projected impacts of climate change, and to particularly protect coastal neighborhoods and vulnerable populations;

WHEREAS, each of the Parties has determined that it is mutually beneficial to share between them the services and costs associated with the employment of staff focused on energy efficiency, climate resiliency and environmental sustainability;

WHEREAS, the City of Chelsea is willing and capable of hosting shared staff, serving as the Lead Municipality; and

WHEREAS, each Municipality has authority to enter into this Agreement pursuant to M.G.L. c. 40, s. 4A and has obtained authorization by vote of its respective City or Town Councils as attested to by certified copies thereof attached hereto in Appendix A.

NOW, THEREFORE, the Parties, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. PURPOSE

This purpose of this agreement is to provide for the establishment, operation, and maintenance of shared staff to support energy efficiency, greenhouse gas emission reduction, climate resiliency and conservation projects and programs, (hereinafter "the Office"), which includes the intended hiring of staff as needs dictate, to coordinate municipal energy sustainability and climate resiliency efforts.

2. TERM AND COMMENCEMENT

The initial term of this Agreement shall be for **three-and a-half-years, commencing on January 1, 2021 and ending on June 30, 2024**. Thereafter, this agreement shall renew automatically for four (4) additional three (3) year terms, for to a total term limit of fifteen and a half years ending on June 30, 2036, unless previously terminated as provided herein. Any Municipality may terminate its obligations hereunder as of the end of any three (3) year term upon providing at least six months prior written

notice to each of the other Municipalities hereto. Withdrawal or termination of any Municipality shall not have the effect of terminating this agreement as to the remaining Municipalities.

3. LEAD MUNICIPALITY

In accordance with the provisions of this Agreement, the Municipalities hereby designate the City of Chelsea as the Lead Municipality (hereinafter the "Lead Municipality"). The Lead Municipality shall provide reasonable physical accommodations for all Office staff. The Lead Municipality shall administer payroll and benefits for the Office and perform all duties and provide all services consistent with those afforded any other department under its jurisdiction. In addition, the Lead Municipality shall:

- Maintain accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received;
- Perform annual audits; and
- Issue periodic financial statements to all participants;

Any property owned by the Lead Municipality which is used by the Office shall remain the property of the Lead Municipality.

4. ALL MUNICIPALITIES

In accordance with the provisions in this Agreement, the Municipalities agree to the following and shall:

- Allocate reasonable office space for the Office staff to occupy when working on-site, away from the Lead Municipality;
- Allow the Office staff to enjoy such vacation, sick and personal days and other leave as they may be entitled to receive under the standard personnel practices of the Lead Municipality. No Municipality shall make any demand on the Office or take any action with respect to them that is in violation of their rights under standard personnel practices of the Lead Municipality or under any applicable legislation;
- Accept responsibility for any hearings resulting from the actions of the Office. Responsibility shall be held by the Town/City council or another appropriate authority in the Municipality in which the action originated. Any costs, such as legal fees, shall be paid by the Municipality in which the action took place. Complaints received concerning the action of the Office staff shall be resolved by the Town/City Manager/Administrator or Mayor in the Municipality in which the complaint originated, in consultation with the Lead Municipality as appropriate;
- Accept responsibility and bear any costs required from an increased demand due to an activity or an event that cannot be reasonably be accommodated under the current capabilities and staffing levels the Office staff. Any additional hiring must be done in consultation with the Municipalities.

5. GOVERNANCE OF THE OFFICE

A. Board Membership

The Municipalities hereby establish the North Suffolk Resilience and Sustainability Office Board ("the Board") as the governing body for the Office and delegate to it responsibility for setting policy for the Office and ensuring it is an effective and orderly operation. Each of the Municipalities shall have one seat on the Board. Oversight responsibilities for the Office is distributed to each respective Municipalities' Chief Administrative Officers (CAO). Each respective CAO may delegate a Department Head to carry out the listed responsibilities. A member of the Board shall be referred to as a Board

Member and shall cease to be a Board Member if he or she ceases to hold office with the appointing Municipality or if the appointing Municipality ceases to be a party to this agreement.

Policies and procedures for the oversight of the Office must be agreed upon by the Board. The Board may adopt rules for conducting their business as they deem necessary and appropriate. In matters pertaining to making policy and procedures for oversight of the Office, each Municipality is afforded equal representation.

The Office staff will be hired upon the agreement of the Board. Any further personnel decisions, including salaries and termination of Office staff, shall similarly be agreed upon by the Board. Benefits and other employment policies that govern the employment of the Office shall be those of the Lead Municipality.

B. Board Responsibilities

The Board and individual Board Members shall be expected to:

- i. Participate in the hiring of the Office staff;
- ii. Act as the personnel/performance manager for the Office staff;
- iii. Act as a point of contact for the Office staff and counterpart Board Members;
- iv. Attend quarterly and non-quarterly meetings of the Board;
- v. Mutually agree on an Annual Budget and each municipalities' assessment as described in **Section 6**;
- vi. Mutually agree upon annual and multi-year sets of project priorities and measurable energy and climate outcomes, to be captured in an Annual Plan of Action outline in **Section 6**, drafted by the Office;
- vii. Review reports and monitor the efforts of the Office to meet priorities set forth and approved by the Plan of Action;
- viii. Mutually establish policies and procedures with counterpart Board members for oversight of the Office and ensure effective and orderly operation, and;
- ix. Review grant opportunities and applications set forth by the Office staff.

C. Financial Officer

The Lead Municipality's Chief Financial Officer, or his or her designee (hereinafter the "Financial Officer"), shall oversee the Lead Municipalities' financial obligations outlined in **Section 3** and is expected to assist the Office and Board draft an Annual Budget that sets out costs for the Office and their operations, and the assessment for each municipality as described in **Section 6**.

E. Board Meetings

The Board shall meet quarterly and all meetings shall be held in accordance with MGL chapter 30A, sections 18-25 (the "Open Meeting Law") as applicable and written notice of all meetings shall be given in accordance with the Open Meeting Law. The Board shall conduct regular meetings on a quarterly basis. The first meeting of each fiscal year shall be the annual meeting. The date and hour of any regular meeting shall be scheduled by order of the Board. The Board shall provide for additional meetings as may be needed depending upon the pressure of business. A Board meeting shall be called upon the request of any two (2) Board members with the persons calling the meeting setting the location, date and hour thereof.

Absent an emergency, Board members shall receive at least forty-eight (48) hours' notice of any specially called Board meeting, such notice to set out the location, date and time of the meeting.

The location for the conduct of meetings shall be as determined by the Board. Changes in the location must be made by resolution of the Board or by the Chair and notice of Board meetings shall be posted in compliance with applicable law.

F. Meeting Rules

The Board may adopt rules for conducting their respective meetings and other business as they deem necessary and appropriate. In the absence of rules to the contrary, Roberts Rules of Order shall govern. The failure, however, to comply with such rules shall not affect the validity of any action. The Board may suspend the rules if it so chooses.

G. Minutes

The Secretary or such other person designated, shall keep minutes of regular, adjourned regular and special meetings of the Board. A copy of the minutes shall be provided to each Board Member and the Town Clerk of each Municipality and to any member of the public requesting same. The provisions of MGL chapter 66, section 10 and MGL chapter 4, section 7 (the Massachusetts "Public Records Law") shall apply.

6. ANNUAL BUDGET AND PLAN OF ACTION

A. Fiscal Year

The fiscal year of the Office shall be the twelve month period commencing each July 1 and ending the following June 30 except if the effective date of this agreement is other than July 1 in which case the first fiscal year shall commence on the effective date of the agreement and end the following June 30.

B. Annual Budget

- i. Except in the first six months of the Office's operation, wherein the Office shall be governed by an interim budget for that period, the Office shall operate under an approved fiscal year Budget. The Office may not operate at a deficit. The Municipalities shall pay for the entire costs of operation of the Office, whether through municipal revenues or grants they have been awarded, with annual expenditures determining the total amount of assessment required.
- ii. The Annual Budget shall be drafted by appropriate Office Staff, with the support of the Lead Municipalities' Chief Financial Officer and be unanimously agreed by the Board by May 1st of the preceding Fiscal Year. A copy of the Office's Annual Budget and each Municipality's assessment shall be delivered to each Municipality immediately after the budget is agreed upon.
- iii. The Annual Budget shall establish the amount of funding for the Office that is expected to be derived from grants or other non-municipal revenues, and that which shall be funded with municipal contributions. Municipalities will be assessed any required annual contribution based on a formula agreed by the Board, which will be included in the Annual Budget. Revenue from entities not a party hereto, by unexpected or unencumbered funds available at the end of each fiscal year prior to the year for which the budget is applicable or by other revenues available to the Office can reduce in part or in total the amount of municipal contributions needed to support the Annual Budget.
- iv. The Municipalities hereby agree that payment of the assessments shall fairly compensate the performing Municipalities, including the Lead Municipality, for the services or functions performed hereunder. The Annual Plan of Action will provide an estimate of those services provided which shall be transmitted to the Board as part of the annual budget.

C. Budget Elements

Unless a Municipality has given notice of its intent to withdraw from the agreement in accordance with the provisions of **Section 8**, or funding from non-municipal sources makes up the whole Annual Budget, each Municipality hereby agrees to seek annual appropriations to pay its assessment/contribution sum and their percentage of each year's Annual Budget. The budget shall include, but is not limited to, personnel salaries and benefits, office and computer supplies, and other costs of operation and maintenance determined in accordance with accounting principles applicable to the Office.

D. Payment of Assessments

Unless otherwise specified, the assessments to the Municipalities shall be due and payable to the Lead Municipality by no later than 60 days after the start of the fiscal year for which the budget was adopted.

Upon 90 calendar days advance notice to the Municipalities, the Board may set a different payment schedule to fund the Office's costs if sufficient monies would not otherwise be on hand as needed. No increase in the total annual assessment may be made against any party after the tax rate has been set for that community.

Assessments shall be payable only from current appropriations of each Municipality. Each Municipality agrees to provide in its annual budget an appropriation to be available in an amount adequate for that Municipality's assessment for the same fiscal year.

E. Budget Authority of the Office

The Office staff, have the power fully to draft and implement the approved budget. However, the Office may not exceed the personnel staffing authorized in the budget either in number, position, classification, or salary. In addition, the Office may not exceed any line item, utilize the reserve contingency or exceed the total amount of budgeted expenditures without the agreement of the Board.

The Office Director or appropriate Sustainability Staff may recommend expenditures for approval separate from the budget process; in which case the further recommendation of the Board is required prior to any actual expenditure. The Office may also seek authorization from the Board for budgetary transfers or budget adjustments as necessary.

F. Annual Plan of Action

Appropriate Office Staff shall draft an Annual Plan of Action parallel to the Annual Budget, that establishes annual and multi-year sets of priorities. The Plan of Action should be agreed by the Board and available to respective administrative and political leadership by May 1st of the preceding Fiscal Year. Elements of the Plan of Action may include current and future efforts of the Office, climate and energy priorities for the upcoming year(s), upcoming opportunities for external grants or funds, and additional information requested by the Board.

7. THE OFFICE STAFF

The Office staff shall perform for each of the Municipalities the duties and have the responsibilities listed in their respective job descriptions which are the discretion of the Board. Changes to job descriptions shall not be made without the agreement of the Board.

Office staff shall be hired by the Lead Municipality with the mutual agreement of the Board, including the opportunity to comment on candidates' resumes and participate in candidate interviews. The Office shall be supervised in the manner specified in the job description. An annual performance evaluation of the Office staff will be prepared for the Board with input from all Board members. Any disciplinary action involving suspension or termination of members of the Office staff shall be by the Board in accordance with the standard personnel practices of the Lead Municipality, but such decisions shall be made in consultation of all the Municipalities.

The Office staff are expected to participate in quarterly meetings of the Board and is required to create Quarterly Progress Reports that will be made available to the political and administrative leadership of each municipality. Each Progress Report should detail the status of work on those projects identified in the current agreed upon Annual Plan of Action and the achievements and outcomes those projects have delivered.

It is the responsibility of the Office and the Board to ensure appropriate and fair use of the Office staff so that their time is fairly allocated across the Municipalities and to relevant projects.

All concerns regarding the allocation of the Office's time must be documented and presented to counterpart Board members to discuss a reasonable agreement. If a reasonable agreement cannot be resolved, a Board member can exercise their ability to arbitration outlined in **Section 15** or their ability to withdraw from the agreement, outlined in **Section 8**.

8. TERMINATION AND WITHDRAWAL

A. Termination

Each Municipality shall remain a party to this agreement and share in the costs of operation and maintenance of the Office until the end of the current Term. If in the interim a Municipality defaults on payment of any assessment or otherwise breaches this agreement, such Municipality shall be subject to termination upon agreement of the Board. The breaching Municipality shall not be entitled to vote on its own termination or be counted in determining a majority in interest.

Upon termination, the terminated Municipality shall be responsible for paying any sums due, including health or other employment benefits, pension costs and any other benefits that may apply. It shall be a condition of termination that the terminated Municipality enter into an agreement with the remaining Municipalities setting forth the obligation for payment of any amounts owed.

The terminated Municipality shall remain liable for any defaulted payment and late charges to the end of the any term. Such subsequent assessments will be determined as if the terminated Municipality were still a party to the agreement at the same percentage in effect at the date of termination. The assessment will be due and payable at the same time assessments are due from the remaining Municipalities for the fiscal years in question.

The remaining Municipalities shall attempt to mitigate the damages caused by termination by either adding new municipalities to this Agreement or by reducing the Office 's expenses, but until any mitigation actually occurs the terminated Municipality shall remain liable for its assessment in full. The type of activities to be taken in mitigation shall be determined in the sole discretion of the remaining Municipalities. All Municipalities agree that the Office expenditures are committed on the understanding that all Municipalities will remain parties to this Agreement at least until the end of

the current term and that the payments to be made hereunder represent reasonable liquidated damages and not a penalty.

B. Withdrawal

At least six months prior to the end of any term, a Municipality may give notice of its withdrawal to be effective as of the end of the term without penalty. Such withdrawing Municipality shall perform all obligations under this agreement until the effective date of withdrawal.

Upon notice of withdrawal, the withdrawing Municipality shall be responsible for paying for any sums due, including health or other employment benefits, pension costs and any other benefits that may apply. It shall be a condition of withdrawal that the withdrawing Municipality and the remaining Municipalities enter into an agreement setting forth the withdrawal terms and conditions, including the obligation to pay for any amounts owed.

C. Legal Redress

The Board, acting on behalf of the Municipalities, shall have the right to seek legal redress if necessary, to obtain payment on amounts due or to enforce the terms of this Agreement.

D. Office Services and Assets

A withdrawing or terminated Municipality shall no longer receive services from the Office after the effective date of termination or withdrawal.

A terminating Municipality shall leave as part to the Office those assets owned by it previously that were used as part of the Office and which the remaining Municipalities desire to continue to use. In the case of a withdrawing Municipality, if the remaining Municipalities desire to continue to use any such assets, then they shall purchase the same at the then current book value from the withdrawing Municipality. If such a purchase occurs, then the value paid shall be used to offset any amount owed to the Office by the withdrawing Municipality, said offset to be credited at the time of the purchase.

9. DISSOLUTION

Unless earlier terminated as provided herein, the Parties may decide to dissolve this agreement by a written agreement signed by all of the Parties. Dissolution shall only be effective upon the last day of the fiscal year in which the dissolution agreement was signed but shall not be effective until the requirements of **Section 8** are met.

10. PROCESS OF WINDING UP

Upon expiration or dissolution, the Municipalities shall retain title to those assets purchased in their individual names. This Agreement may not be considered as having expired or dissolved and there shall be no disposition of assets to the Municipalities until the Office reasonably exhausts all means of collecting any monies due hereunder and identifies and satisfies all obligations and liabilities related. A final accounting must be prepared by the Financial Officer and submitted to the Mangers. The final accounting must be agreed upon before any final disposition of assets may be made and the expiration or dissolution be considered final.

11. AMENDMENTS

This Agreement may be amended only by a mutual agreement of all Board as of the date of the Amendment. The Board shall review the proposed amendment and forward the proposed

amendment with their own recommendation to the governing body of each Municipality. A proposed amendment must be approved by the governing body of each Municipality to be effective.

12. ADDITIONAL PARTIES

Entities which are not parties in this agreement may become parties hereto only by amendment to this agreement as outlined in **Section 11**. The amendment authorizing the admission of a new municipality shall set forth the obligations, payments and other terms and conditions pertaining to the admission of the new municipality. Said amendment shall also specify any changes in quorum or voting requirements arising due to the addition of such municipality.

13. INDEMNIFICATION AND INSURANCE

By entering into this Agreement, none of the Municipalities have waived any governmental immunity or limitation of damages which may be extended to them by operation of law. This Agreement is by and between the Municipalities which have executed it with the understanding that it is intended for their mutual benefit and is not intended to confer any express or implied benefits on any other person or entity. This agreement is not intended to confer third-party beneficiary status on any person or entity.

It is expressly understood that the services provided hereunder are deemed for public and governmental purposes and all privileges and immunities from liability enjoyed by the Municipalities shall extend to their participation hereunder and to the activities so undertaken to the fullest extent provided by law.

Insurance for the operations of the Office shall be provided under **BLANK Municipality** insurance policies. The cost of said insurance shall be considered an expense in accordance with **Section 6** of this agreement.

14. NOTICES

Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery, upon the date of verified delivery by courier of package delivery service, or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

For: City of Revere
ATTN: Mayor
281 Broadway
Revere, MA 02151

For: City of Chelsea
ATTN: City Manager
500 Broadway, Office #302
Chelsea, MA 02150

For: Town of Winthrop
ATTN: Administrator
1 Metcalf Square
Winthrop, MA 02152

15. MISCELLANEOUS PROVISIONS

- A. Entire Understanding: This agreement represents the entire understanding of the Parties with respect to its subject matter.
- B. Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and venue for any action shall be in the Superior Court of Middlesex County.
- C. Dispute Resolution: Any disputes arising between the Municipalities under this Agreement may be resolved through arbitration, in which case the Municipalities shall appoint one arbiter, under majority rule. Each Municipality retains the right to seek a declaratory judgment for any dispute.
- D. Binding Effect: All of the terms and provisions of this agreement shall be binding on and inure to the benefit of and be enforceable by the respective Municipalities hereto, their successors and assigns.
- E. Headings: The headings used herein are for convenience only and shall not be considered in any interpretation of any disputes over the terms of this agreement.
- F. Joint Drafting: Each Municipality acknowledges that it has participated equally in the drafting of this Agreement and that each has or had consulted with legal counsel of its own choosing in entering into this agreement.

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IN WITNESS WHEREOF, the Municipalities have caused this agreement to be executed and attested by their proper officers hereunto duly authorized and their official seals to be hereto affixed as of the day and year first above written.

For the City of Revere,

By: _____ Date: _____
Brian Arrigo, Mayor

By: _____ Date: _____

Approved as to Form Only

By: _____ Date: _____
City Solicitor

For the City of Chelsea,

By: _____ Date: _____
Tom Ambrosino, City Manager

By: _____ Date: _____

Approved as to Form Only

By: _____ Date: _____
City Solicitor

For the Town of Winthrop,

By: _____ Date: _____
Austin Faison, Town Manager

By: _____ Date: _____

Approved as to Form Only

By: _____ Date: _____
Town Counsel