

Agenda Posted April 20, 2023, 3:00pm

GRANVILLE SELECTBOARD REGULAR MEETING Monday, April 24, 2023 7:00pm

Granville Town Hall, Main Hall and Selectboard Office, 707 Main Road, Granville, MA 01034

MEETING WILL BE IN PERSON

Agenda:

- ❖ Call to Order & Attendance
- ❖ Review and Approve Warrants and Minutes
- ❖ Appointments & Discussion Items
 - 7:05pm Board of Health Report, Health Agent Tom Fitzgerald
 - 11 Granby Road Granville Cheese Store Inspection
 - Regional Public Health Excellence Grant
 - MOU in anticipation of Inter-municipal Agreement
 - 232 Sodom Street – Pre-demolition Asbestos removal
 - 7:20pm Police Chief Rick Rindels Report
 - 7:30pm DPW Superintendent Doug Roberts report
 - Small Bridge Program Projects
 - Discussion on Bid Results (Possible Action)
 - Financial Options (ATM)
 - FY 24 Budget
 - Tool Account Line Item & DLS Shop Compliance
 - Use of Reserve Fund in current FY 23
 - Truck 8 repairs
 - DPW Barn repair estimates
 - Town Administrator Matt Streeter report
 - ATM Warrant – Action & Approval at Next Meeting May 1, 2023
 - FY 2024 Budget
 - Finance Committee (if needed)
- ❖ Old Business
 - 232 Sodom Street
 - Job Descriptions
- ❖ Executive Session
- ❖ Future Meetings/Items
 - Green Committee – May 1st
 - Annual Town Meeting – May 8th
 - Trucks on Granby, Silver, Cross, Sodom – May 22nd
- ❖ Adjournment

Notes: The listing of items is those reasonably anticipated by the Chair to be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may be brought up for discussion to the extent permitted bylaw. Times listed on agendas are approximate.



TOWN OF GRANVILLE

P.O. Box 247
707 Main Road
Granville, MA 01034
(413) 357-8585 (phone)
(413) 357-6002 (fax)

OFFICE OF THE SELECTBOARD OFFICE OF THE BOARD OF HEALTH

Granville Cheese Store
11 Granby Road
Granville, MA 01034
HAND DELIVERED

April 20, 2023

Dear John & Tracy

The Selectboard and Board of Health have scheduled an agenda item at their next regular meeting on **Monday, April 24, 2023 at 7:00pm** at the Granville Town Hall, 707 Main Road, Granville, MA to discuss the inspection process at the Granville Cheese Store at 11 Granby Road. The Board of Health will meet with Health Agent Tom Fitzgerald to discuss concerns you have raised and concerns that he and the Board may have.

You are invited to appear at the meeting, but it is not required. However, the Board of Health would appreciate your perspective and your concerns and a dialogue to make the process mutually beneficial to the continuing operations of the Granville Cheese Store by compliance with the health code.

The Granville Board of Health

Draft Agenda Attached

PHE MEETING NOTES 3/22/23

ATTENDANCE

Tom Hibert – Southwick, Montgomery

Tom FitzGerald - Granville

Matt Streeter - Granville

Val Bird (Zoom) - Tolland

Jennifer Girard (Zoom) - Blandford

Sue Brzoska (Zoom) - Southwick

Tom Hibert (TH) noted that we should have at least quarterly meetings going forward.

Financial Report: TH Some discrepancy between the towns accounting and the states. He is working on resolving.

Payroll will be less than expected due to the nurses not starting from the begging of the grant cycle.

Dr. Wang is going to be the new physician at \$400 per annum.

TH: Since we have money left over (see above) he suggested getting shared inspection equipment for the towns to use. Including; Forms, Temp data logger, Thermometers, Moisture meter etc....

TH also notes that he will be meeting tomorrow with the nurses and will see if they want to purchase a projector for their presentations or other nursing supplies. He may reallocate money between budget lines to get the most out of the grant this year.

- State requires that grantees share resources.
- All the towns must benefit.
- CART meeting update?

Discussion on what are the future staffing needs for the towns.

For example, full time, part time or per diem person to assist with towns on a

Variety of housing, T-5, or food service inspection. The consensus seemed to be a per diem person might work the best.

Shared service coordinator discussion. TH mentioned that MADPH is advocating hiring another person to be the coordinator. The workload is too much for TH and the new person could also look for other grant opportunities.

Inspection software update. TH has looked at Relevant software.

The cost was approximately \$44,000 for the initial setup, then the costs should go down. It was decided that the company should give us a presentation of their product in the near future. This technology would not be compatible with E-permitting (which Southwick Building Dept. uses).

Finally, MADPH requires an IMA (Inter Municipal Agreement) and TH will look at what language the state wants to see in this regard. This should provide us with a more formal protocol on how we make decisions as a group.

TH stated the FY24 budget is due at the end of April. At our next meeting he plans to have a better idea of what the budget will entail and we can make modifications at that point if needed.

Next meeting: Tuesday April 18th @ 2:30pm.

Attachments:

Shared Service Coordinator sample job description

Relevant systems informational packet

CART Report

Allowable Expense list

**[Name of Partnership]
Inter-Municipal Agreement (IMA)
for the Public Health Excellence for Shared Services Grant**

This Intermunicipal Agreement (hereinafter “Agreement”), is entered into by and between the _____ hereinafter referred to collectively as the “Municipalities,” and individually as a “Municipality,” :and _____ in its capacity as Host Agent of the [Name of Partnership], (hereinafter referred to as “_____”) this ____ day _____ 2023, as follows:

WHEREAS, the [NAME OF HOST] was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts (the “Grant Program”) to create a cross-jurisdictional public health services sharing program consistent with the recommendations of the Special Commission on Local and Regional Public Health’s (SCLRPH) June 2019 Report;

WHEREAS, the purpose of the Grant Program is to implement the recommendations made in the SCLRPH’s June 2019 Report by increasing local public health capacity through cross-jurisdictional shared services programs and agreements.

WHEREAS, each of the Municipalities offers public health services and resources, and desires to increase its capacity to provide said services and resources and improve regional public health and meet performance standards set by the Commonwealth by entering this Agreement.

WHEREAS, the [NAME OF HOST], entering into an agreement with the Commonwealth of Massachusetts governing its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program through its Director of Public Health, who shall hereinafter be referred to as the “Program Manager”;

WHEREAS each Municipality has authority to enter into this Agreement pursuant to M.G.L. c. 40, §4A;

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

1. The Public Health Services Collaborative. There is hereby established a collaborative of the Municipalities to be known as the “[Name of Partnership],”, which shall hereinafter be referred to as the “Collaborative.” The Collaborative, acting by and through an advisory board (“Advisory Board”) as established in Section 5 of this Agreement, and Program Manager, will coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Grant Program, this Agreement, and the agreement between the [NAME OF HOST], and the Commonwealth of Massachusetts, attached hereto as Exhibit A, the terms of which are expressly

incorporated herein and shall bind all parties hereto, and any other programs and services related thereto. The purpose of the Collaborative is to design and implement a program by which the public health staff and resources of the Municipalities are consolidated and shared such that cross-jurisdictional services, investigations, enforcement and data reporting may be carried out and the public health and safety of the Municipalities may be better protected (the “Shared Services Program”).

2. Term. The term of this Agreement shall commence on the date set forth above and shall expire when the funds for the Grant Program are no longer available, or when terminated in accordance with this Agreement, but in no event shall the Term of this Agreement exceed twenty-five (25) years unless permitted by statute. Nothing herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the Grant Funds with the written consent of all parties hereto.
3. Lead Municipality. During the term of this Agreement, the [NAME OF HOST], acting as the “Lead Municipality,” shall oversee the Grant Program and the shared services program provided for herein (the “Shared Services Program”).

As the Lead Municipality, the [NAME OF HOST] shall act for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities. [NAME OF HOST], shall act as the Municipalities’ purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the Advisory Board, established pursuant to Section 5 of this Agreement, to be entered into collectively by the Municipalities. Final approval of any such contract is subject to approval of the Advisory Board appropriation by each Municipality, to the extent required.

4. Program Manager. The [NAME OF HOST], as Lead Municipality, shall hire and employ a Program Manager, who may or may not be the [NAME OF HOST]’s Director of Public Health, and, through the Program Manager and its Health Department, shall perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement, and shall be the holder of all grant funds related to the Grant Program, and may retain up to 15% of the funds received through the Grant Program for wages and resources related to the performance of such duties, in accordance with the Grant Program Scope of Services, attached hereto as Exhibit B and incorporated herein. The Program Manager shall report to the Advisory Board and shall keep records of all funding and expenditures for review by the Board, and provide periodic financial status updates. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Program Manager and any [NAME OF HOST] Health Department staff working on behalf of the Collaborative or the Advisory Board shall be considered employees of [NAME OF HOST] and

shall be accorded all benefits enjoyed by other [NAME OF HOST] employees within the same classification as they are or shall be established.

5. Advisory Board

There shall be an Advisory Board which shall be convened not less than quarterly by the Advisory Board Chair/Co-Chairs.

- a. **Composition:** one member and one alternate, both appointed by the Board of Health from each municipality. One representative from each municipality shall be a full voting member whose term shall be as determined by each municipality's local Board of Health. The voting member shall be a Board of Health member or designee of that municipality's Board of Health. The second representative shall be an associate member who shall sit on the Advisory Board as a full member and may vote only when the full member is not in attendance. Each municipality shall maintain its individual local Board of Health, which shall retain its own legal authority and autonomy as provided by law.
- b. **Voting:** One municipality, one vote. Every voting member shall have an equal voice in determining shared priorities, and services to be provided.
- c. **Quorum:** A majority of the voting members of the Advisory Board shall constitute a quorum for the purposes of transacting business. The Advisory Board may act by a simple majority of members present and voting unless otherwise provided herein.
- d. **Roles and Responsibilities of the Advisory Board:**
 - 1) Meet on a regular basis and at least quarterly.
 - 2) Develop annual and long-term goals for the Collaborative.
 - 3) Advise on Collaborative staff priorities.
 - 4) Collaborate in developing a sustainability plan for [Name of Partnership].
 - 5) Adopt any Collaborative-wide policies and recommended regulations.
 - 6) Review and provide recommendations on operating budgets.
 - 7) Assure compliance with all mandatory reporting requirements as proscribed by the Department of Public Health ("DPH") and Office of Local and Regional Health ("OLRH").
 - 8) Assure attendance at monthly or other grant holder meetings convened by DPH and OLRH
 - 9) Review financial status and financial statements provided by the Program Manager.
 - 10) Review and provide recommendations on reports from staff.
- e. **Meetings.** The Advisory Board shall meet no less than quarterly and may schedule additional meetings, as necessary. All meetings shall be conducted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §§ 18-25 as may be amended from time to time if required.

6. Shared Services Program Participation. Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:
- a. Each Municipality will consent to the Collaborative's duly-authorized agents and representatives exercising the powers provided for herein and by the Advisory Board within the boundaries of said Municipality, and will direct its agents and employees to work in good faith with the Collaborative's health agents, nurses, and any other employees the Collaborative may employ from time to time.
 - b. Each Municipality will be a member of the Advisory Board as established pursuant to this Agreement, and appoint and maintain two Advisory Board representatives at all times.
 - c. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all Advisory Board meetings (either in-person or via remote access) throughout the life of this Agreement.
 - d. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all training sessions which are offered in conjunction with the Grant Program geared towards stakeholders under the Program, as required by the DPH or its representative.
 - e. Each Municipality will assist in collecting the necessary data as agreed to by the Committee and pursuant to the data reporting policy established pursuant to Section 5 of this Agreement to help meet the goals of the Shared Services Program and the Grant Program. The data collection provided for herein will include, but not be limited to, reporting to the Advisory Board, through the Program Manager, public health outcomes and services related to the Shared Services Program and the Collaborative's agents and nurses.
 - f. Each Municipality will request from the appropriate legislative body appropriation for any services, costs and expenses associated with the Collaborative and not covered by the Grant Program. Notwithstanding this provision or any other terms of this Agreement, no party shall be obligated to incur any financial cost above the amount made available herein through grants and gifts or other sources, unless the financial obligation is supported by an appropriation made in accordance with law.
 - g. Each Municipality will help promote and market the Shared Services Program and its services within their community.
7. Payment and Funding. Pursuant to G.L. c. 40, §4A, any funds received by the Shared Services Program, Advisory Board, or the [NAME OF HOST] pursuant to this Agreement, shall be deposited with the treasurer of the [NAME OF HOST] and held

as a separate account and may be expended, with the approval of the Advisory Board, under the provisions of G.L. c. 44, §53A, for contribution toward the cost of the Shared Services Program and in compliance with established grant guidelines from grantors only.

The Advisory Board may authorize a disbursement of funds for any shared contractor, salary or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement.

Except for the 15% of Grant Program funding for administrative costs that the [NAME OF HOST] may retain pursuant to Section 4 of this Agreement, a Municipality may draw on grant funds individually, with prior approval by the Advisory Board, and provided such funds are available, by submitting invoices to the Program Manager for reimbursement from the funds, for expenditure consistent with the purposes of the Shared Services Program and applicable grant funding guidelines.

The [NAME OF HOST], as the holder of Grant Program funds, will pay the invoice within 30 days, subject to the availability of funds; provided, however, that the [NAME OF HOST] shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the Advisory Board and the Shared Services Program through the Grant Program and/or any other and gifts, grants, or other sources appropriated for the purposes of this Agreement. Individual municipal costs incurred outside the scope of this Agreement and specific to the needs of that Municipality will be borne solely by that Municipality. Any funds contributed by the Grant Program shall only be used for shared public health services consistent with the purposes of this Agreement.

Annually, the Advisory Board will develop and approve a public health services budget for contractual shared services. Initially, these services are funded by a 3-year Public Health Excellence Grant from the Department of Public Health administered by the Town of _____. It is the intention of _____ to seek additional grant funds to sustain these services but if that is unsuccessful, participating Municipalities will revisit this Agreement and determine whether they will allocate municipal funds to continue participation. The Program Manager will provide each Municipality with sufficient notice to allow that Municipality's funding authority to authorize any such expenditure. Until grant funds are expended, there will be no cost to participating municipalities. Execution of this Agreement does not obligate any Municipality the Grant Program and a mutually acceptable written contract amendment would be required to do so.

Pursuant to G.L. c. 40, §4A, any party may, but shall not be required to, raise money by any lawful means to further the purposes of the Shared Services Program and any

such funds shall be held by [NAME OF HOST] and expended pursuant to the terms of this Agreement.

8. Other Municipal Services. The Municipalities of the Collaborative may request the Advisory Board to add or remove associated services to be delivered as part of the Shared Services Program, and such shall take effect only until this Agreement is so amended in writing and approved by each Municipality. The Municipalities are not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. Municipalities may apply for other grants outside the Collaborative.

The Collaborative through a vote of the Advisory Board may apply for other grants, opportunities, funds, and awards for shared services on behalf of the Municipalities. The Advisory Board must approve any and all grants or grant applications submitted as a Collaborative. The Advisory Board may appoint other Municipalities to act as host agencies for these other grant opportunities and the Municipalities agree that this Agreement shall be amended to account for any associated grant terms and conditions.

9. Employees. Employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not regional employees or employees of any other Municipality. An employee who performs services, pursuant to this Agreement on behalf of another member Municipality, shall be deemed to be acting within the scope of his current Municipal job duties at all times and remain an employee of the employee's Municipality for insurance coverage purposes. Said Municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such municipality.
10. Indemnification & Insurance. To the extent permitted by law, each Municipality shall defend, indemnify, and hold the other Municipalities harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney's fees, arising out of the indemnifying Municipality's acts or omissions, breach of this Agreement, or the negligence or misconduct of the indemnifying Municipality or its agents or employees. In entering into this Agreement, no Municipality waives any governmental immunity or statutory limitation of damages. Should the Collaborative or a Municipality incur any liabilities on behalf of the Grant Program such as unemployment insurance or other unforeseen expenses, each of the member municipalities will proportionally share in the liability for such expenses.

The [NAME OF HOST] and the Municipality 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 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.

11. Entrance. Any municipality may petition the Collaborative to join this Agreement to the extent permitted by the grants. In order to approve the addition of a new entity to the Agreement for the Grant Program, the Department of Public Health and no less than a two-thirds vote of the Advisory Board shall be required to approve said entrant.
12. Withdrawal. Any Municipality other than the Lead Municipality, by a vote of its respective authorizing Select Board or Chief Executive Officer and Board of Health, may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipalities. Withdrawal requires the vote of both the Select Board and the Board of Health. Upon such withdrawal, the Program Manager shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. To the extent permitted by the Grant Program and its agreement with the Commonwealth of Massachusetts pursuant thereto, the Lead Municipality, by a vote of its Select Board and Board of Health, may withdraw from this Agreement upon the provision of at least three (3) months prior written notice to the participating Municipalities and the Advisory Board, and a new Lead Municipality shall thereafter be designated by the Advisory Board, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, the Lead Municipality shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the Advisory Board any pay any outstanding unpaid financial obligations under this Agreement within thirty (30) days thereafter. Any Municipality may withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's continued participation in the subsequent fiscal year if such funds are required. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The Advisory Board, by vote of the remaining members, has the authority to reallocate grant funding or other outside funding that would have been allocated to the Municipality that has left the Agreement. Any data collected from the terminating Municipality through a Shared Services Program project, service, or program will

remain with the Advisory Board for analysis by the Program Manager and the Advisory Board.

13. Termination. This Agreement may be terminated by a vote of a majority of the Municipalities' representatives of the Advisory Board, at a meeting of the Advisory Board called for that purpose; provided that the representative's vote has been authorized by the Municipality's appointing authority. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the Municipalities have agreed to an equitable allocation of all remaining costs, expenses and assets.
14. Conflict Resolution. The Advisory Board may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, administration of the shared services programs, the terms of this Agreement, data reporting and any other matters the parties deem necessary.
15. Financial Safeguards. The Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities, and all contributions received from the Municipalities.
16. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.
17. Amendment. This Agreement may be amended only in writing pursuant to an affirmative vote of all Municipalities' appointing authority.
18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.
19. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
20. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.
21. Non-Discrimination. Neither the Lead Municipality nor the Municipalities shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic

information, military service, or any other protected class under the law with respect to admission to, access to, or operation of its programs, services, or activities.

22. 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 or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of _____:

(contact name)
(email)
(phone)
(address)

Town of _____:

(contact name)
(email)
(phone)
(address)

Town of _____:

(contact name)
(email)
(phone)
(address)

Town of _____:

(contact name)
(email)
(phone)
(address)

Town of _____:

(contact name)
(email)

(phone)
(address)

Town of _____:

(contact name)
(email)
(phone)
(address)

Town of _____, Host Agent:

(contact name)
(email)
(phone)
(address)

23. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of _____ Select Board

Date

Town of _____ Board of Health

Date

Town of _____ Select Board

_____ Date

Town of _____ Board of Health

_____ Date

Town of _____ Select Board

_____ Date

Town of _____ Board of Health

_____ Date

Town of _____ Select Board

_____ Date

Town of _____ Board of Health

_____ Date

Town of _____ Select Board

_____ Date

Town of _____ Board of Health

_____ Date

Host Town of _____ Select Board

_____ Date

Host Town of _____ Board of Health

_____ Date

EXHIBIT A

Grant agreement between the [NAME OF HOST] and the Commonwealth of Massachusetts – to be attached

EXHIBIT B

The scope of services the [NAME OF HOST] shall provide the following services in coordination with member municipalities:

TO BE FILLED IN

TEMPLATE

**MEMORANDUM OF UNDERSTANDING
FOR THE ESTABLISHMENT AND OPERATION OF A SHARED GRANT-FUNDED
CROSS-JURISDICTIONAL PUBLIC HEALTH SHARING SERVICE ARRANGEMENT**

This AGREEMENT is made by and between the Town of Hudson (hereinafter “Hudson”), the Massachusetts Cities and Towns of Ashland, Framingham, Hopkinton, Maynard, Milford, Millis, and Natick hereinafter “the MetroWest communities”) for the purpose of determining the roles and responsibilities of the Parties above in sharing and managing grant-funded resources and to support a cross-jurisdictional public health sharing arrangement.

WHEREAS, the Parties were awarded \$300,000 for 3 years in funding to support a cross-jurisdictional public health shared service arrangement from the Massachusetts Department of Health Office of Local and Regional Health (hereinafter “OLRH”) via RFR 214333, the Public Health Excellence Grant Program for Shared Services;

WHEREAS, Hudson and the MetroWest communities are each empowered by law to staff, maintain and operate public health departments, which are a proper governmental function and service;

WHEREAS, the Chief Executives of all parties agree that they share many of the same public health challenges relating to the ongoing COVID pandemic and could therefore benefit from collaboration in addressing those challenges;

WHEREAS, Hudson and the MetroWest communities have determined that it is mutually beneficial to employ shared public health employees (hereinafter “Shared Staff”) between the municipalities in order to fulfill the responsibilities outlined in the RFR 214333;

NOW, THEREFORE, BE IT RESOLVED, that Hudson and the MetroWest communities commit to work together to deliver the goals of the grant in supporting the communities build and deploy the Shared Staff and resources to better achieve their statutory requirements, respond to public health emergencies, and satisfy the goals of the grant outlined in RFR 214333. The parties will undertake the following actions to achieve said purpose:

1. Hudson and the MetroWest communities agree to meet regularly and participate in discussions relating to the effectiveness of the shared services arrangement, including procedures, policies and decision-making processes. Hudson and the MetroWest communities will agree to an Annual Workplan that sets goals for the Shared Staff;
2. Hudson will serve as the host community for all Shared Staff, and will lead on the hiring, employing, and equipping process of such staff. Shared Staff are to serve the residents of Hudson and the MetroWest communities and to fulfill their respective duties, to be found in respective job descriptions;
3. Hudson will be responsible for managing grant deliverables, required reporting, and will act as the primary point of contact for OLRH. Hudson permitted to hire a Shared Service Coordinator or contract with a contractor to manage grant responsibilities. If these responsibilities are contracted, Hudson will conduct a procurement process consistent with M.G.L Chapter 30B and other applicable statutes. The terms of any agreement will be

subject to separate contracts and the parameters outlined within those contracts;

4. All time and resources of the Shared Staff shall be used to fulfill the responsibilities outlined in RFR 214333. Only if all responsibilities are completed shall excess staff time or resources be allocated to conduct other tasks and/or business to enhance other public health services. Additional staff time or capacity shall be split amongst Hudson and the MetroWest communities evenly at the discretion of the Hudson and MetroWest Health Departments;
5. The parties agree to mediation or use other mutually acceptable dispute resolution options to resolve disputes or in areas where consensus cannot be reasonably reached. If necessary, parties may withdraw from this agreement through the process outlined below, and each may seek relief available under the law;
6. For all purposes, the employees and equipment of the respective Parties will remain employees and property of the Parties, including but not limited to employee benefits and workers' compensation. Each Party shall indemnify and hold harmless all other Parties for any liability caused by the action or inaction of the Party's employees and agents, from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation.

This AGREEMENT shall take effect on February 1st, 2022 and shall be in effect until June 30th, 2024. If any or all of the three anticipated three-year renewal options are exercised between the Parties and the OLRH, this agreement shall be automatically extended, except if any Party seeks withdrawal. This MOU may superseded by an inter-municipal agreement that is agreed upon, approved, and executed before the expiration date of this agreement and/or extension periods.

If any Party seeks to withdraw from this AGREEMENT before it concludes, they shall inform the other parties, in writing, of their intent to withdraw ninety (90) days before their withdrawal will go into effect. Any party that withdraws is nevertheless obligated to honor their commitment to the agreement and provide any required documents to the other parties and/or the OLRH to complete withdrawal.

This AGREEMENT does not constitute the entire and complete agreement between all parties and does not supplant prior agreements or understandings relative to public health collaboration between the parties. This agreement may not be amended except in writing agreed to by all parties and executed in the same manner as the MOU itself. If any part of this agreement is deemed to be invalid, the remainder of the MOU shall remain enforceable to the extent allowed by law.

This AGREEMENT incorporates all applicable provisions of Massachusetts law, including but not limited to 40 MGL 4A. The parties will maintain accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received; shall perform regular audits of such records, and render periodic financial statements to all participants.

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT on this ____ day of _____, 20__, by their duly authorized Board of Health Chair.

SIGNATURE PAGE:

Name and Title

Signature

City/Town

DLS SHOP COMPLIANCE

In August of 2022 the Commonwealth of Massachusetts Department of Labor Standards implemented *The Massachusetts State Plan* which is a workplace safety and health program for public employers/employees in the Commonwealth. The plan adopted OSHA Standards as its primary regulatory guidance. As a result all municipal entities will experience a mandatory inspection sometime soon. Additionally, if an employee is injured or killed on the job there would be a detailed inspection conducted.

DLS has been providing training sessions to help inform municipal managers of the new regulations and assist them in coming into compliance. To soften the blow and help with the transition the DLS is focusing their efforts on consulting rather than heavy handed enforcement. The idea being that they (DLS) would rather cities and towns dedicate limited financial resources to bringing their workplaces into compliance rather than paying fines. Consultation would help municipalities by allowing more time to allocate funding rather than the relatively short-term enforcement deadlines. The DLS has advised that their consultation section and enforcement section are firewalled and will not communicate. To take advantage of this philosophy and get ahead of some enforcement problems, the town should plan to fund some of these non-compliance issues.

As we are all aware, the current highway dept. facility adds a significant burden to conforming to many of the standards. While it is difficult to identify all deficiencies without consultation, some of the more egregious and relatively inexpensive ones could be corrected ahead of time. Some of the hand tools, power tools, support equipment, and some elements of the facility itself do not meet standards. The following is a listing of some items that would be written as violations. The total funding amount required to correct these particular non-conformities would be approximately **\$7,500**.

Detail:

ITEM	REGULATION/STANDARD	COST
Ladders (4', 8', 12')	OSHA 1910.23	\$1100
Lifting/Hoisting Chains (2- 10'X3/8")	OSHA 1926.251	\$1050
Floor Jack (10 ton trolley jack)	OSHA 1910.244	\$1550
Extension Cords (2- 50')	OSHA 1910.334	\$400
Electric Power Tools (angle grinder, drill)	OSHA 1910.243	\$400
Portable Emergency Eye Wash Station	OSHA 1910.151c	\$1200
First Aid Kit (ANSI Z308.1-2021)	OSHA 1910.151b / ANSI Z308.1-2021	\$100
Personal Protective Equipment (X6)	OSHA 1910.132h/1910.133/1926.101/1926.102	\$720
Mechanics Hand Tools (assorted)	OSHA 1926.301	\$1,000

GARAGE FACILITY REPAIR COSTS

The following is an estimated cost of the stop gap repairs to the Highway Garage facility as formerly discussed. Some portions of some of these repairs have been completed and are indicated.

The cost estimate for the installation of the floor drain/holding tank equipment does not include a service contract with a company to routinely empty the holding tank.

The hot work compliance is conditional upon inspection and permit issuance. Additional items may be needed.

The septic system renovation cost listed is for the cost of the materials and components only. If the project is to be hired out it would need to be put out to bid. The labor cost would likely be double the estimated cost shown below.

The interior re-finishing of the break room is due to ceiling damage from the burst water pipe and upgrading of the wiring/lighting. It is primarily the ceiling, but water damage and mold may have spread to walls. The full extent of damage is unknown until demolition.

<u>ITEM</u>	<u>QUOTE EXP</u>	<u>QUOTE OR EST</u>	<u>EXPENDED</u>	<u>BALANCE</u>
Septic (Components & Supplies, NO LABOR)	n/a	\$8,181	\$0	\$8,181
Floor Drain (Components & Supplies, NO LABOR)	11/15/22	\$10,000	\$1,780	\$8,220
Main Electrical System	11/3/22	\$33,620	\$0	\$33,620
Break Room Lights	11/17/22	\$7,040	\$0	\$7,040
Plumbing Repairs	n/a	\$1,000	\$0	\$1,000
Hot Work Compliance	n/a	\$4,370	\$4,370	\$0
Interior refinishing of break room (ceiling)	n/a	\$5,000	\$0	\$5,000
Total		69,211	6,150	63,061

TRUCK 8 REPAIR

Truck number 8 (1995 Mack) experienced a breakdown during a March 2023 snowstorm. A flat rear tire combined with loose lug nuts resulted in the wheel spinning on the hub thus damaging the hub. New parts for this axle are obsolete and used parts are becoming nearly impossible to find. Ballard Mack West Springfield, Global Truck Parts Winchester NH, Rydemore Used Truck Parts Fitchburg, Joe's Truck Repair Agawam, Camerota Truck Parts Enfield, and Fleetpride Agawam have all been contacted to locate new or used parts. Representatives from a couple of these places also did further research in the industry attempting to find an economical solution. There are no parts and no retrofit or alternative parts for this axle available.

It has been determined that the only solution would be to install a new complete axle, which comes with complications. The factory installed axle is a Mack branded 29,000-pound rated axle which is no longer available or supported. The closest match would be to install a Rockwell branded 30,000-pound rated axle. Although in a practical sense the axles are interchangeable, they are technically completely different which would create liability complications for an approved truck builder to install. Federal commercial motor vehicle regulations prohibit altering drivetrain or chassis parts or components with non-factory installed replacements. Furthermore, the cost of this process would likely exceed the value of the truck.

Of the companies that were contacted none indicated a willingness to accept the job due to the complications, but a possible cost of \$20,000 or more was suggested.