INTERMUNICIPAL AGREEMENT

For

CONSERVATION AGENT SERVICES
BETWEEN THE TOWNS OF NORTHBRIDGE& UPTON

THIS INTERMUNICIPAL AGREEMENT ("Agreement") is made and entered into as of this 1st day of June 2016 by and between TOWN OF NORTHBRIDGE ("Northbridge"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts with a principal address of 7 Main St. Whitinsville, MA 01588, acting by and through its Board of Selectmen, and the TOWN OF UPTON ("Upton"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts with a principal address of 1 Main Street, Box 1, Upton, MA 01568, acting by and through its Board of Selectmen with no personal liability to the aforementioned public officials (both Towns collectively referred to as "Towns" or "parties".

WHEREAS, Chapter 40, Section 4A of the General Laws, as amended, allows the chief executive officer of towns to enter into agreements with one or more other towns to perform jointly activities or undertakings which any one of them is authorized by law to perform; and,

WHEREAS, Northbridge does not currently have a Conservation Agent; and

WHEREAS, the parties have agreed to establish a mechanism for compensating Upton for such conservation services; and

WHEREAS, the parties have agreed to establish a mechanism for addressing operational issues concerning the provision of such conservation services; and

WHEREAS, each Town agrees to absolve the other Town from liability exclusively caused by one of its employees, as specified in this Agreement.

NOW, THEREFORE, for good and valuable consideration, and the mutual promises and benefits set forth below, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. TERM

This Agreement shall take effect on the first day of June, 2016. This Agreement shall continue in effect for one (1) year and may be renewed for succeeding one year periods. Either party may terminate the Agreement by providing at least six (6) months' notice prior to the start of a new fiscal year that it does not intend to participate in this Agreement for the next following fiscal year ("Notice of Termination").

2. OBLIGATIONS OF UPTON

Upton will provide to Northbridge the following Conservation Agent services, to be furnished and performed through the Upton Conservation Agent, to and for the Town of Northbridge and its Conservation Commission:

A. Wetlands Protection Act

1. Conduct site visits to determine applicability and compliance with the Act.
2. Report violations of the Act and issue enforcement orders
3. Provide information and explanation regarding laws governing the act to all parties.

B. Provide Support to the Conservation Commission

1. Attend Commission meetings
2. Compile information, prepare reports and other information required by the Commission
3. Perform assigned administrative duties including assistance with preparation of the annual budget
4. Perform similar work as directed by the Conservation Commission

3. OBLIGATIONS OF NORTHBRIDGE

A. Northbridge will make available a representative for the purpose of consultation and/or home visitation should environmental conditions warrant such action.

B. Northbridge agrees to provide office space, a computer or other necessary technology, and appropriate funds for the reimbursement to the Conservation Agent for mileage costs incurred by the Agent in operating the Agent's personal automobile in the course of his/her duties.

4. PERSONNEL

Effective June 13, 2016 the Conservation Agent shall be available to the Town of Northbridge for up to eight (8) hours on average per week during the term of this Agreement. The schedule shall be set by mutual agreement of the Towns' respective Conservation Commissions. Said schedule may be modified by agreement of the Conservation Commissions. The Conservation Agent shall be available to attend Conservation Commission meetings at the Commission's request.

While engaged in performing services in the Town of Northbridge under this Agreement, the Upton Conservation Agent shall be deemed to be engaged in the service and employment of the Town of Upton, notwithstanding that such service activity or undertaking is being performed in or for the Town of Northbridge.

5. COMPENSATION

A. Fee

Northbridge shall compensate Upton by paying a fee of $25.90 per hour for services rendered and invoiced to Northbridge hereunder, which covers the salary and benefits of the Conservation Agent attributable to such services. The rate for Fiscal Year 2016/17 shall be $26.42. Should the Towns renew the Agreement, the rate shall be reviewed, negotiated, and established by the Town Managers by April 1st of each year. Northbridge shall not be responsible for any additional fees, costs, charges or expenses relating to said Conservation Agent with the exception of mileage reimbursement.

B. Invoice

Upton shall bill Northbridge in equal quarterly installments, on September 1, December 1, March 1 and June 1 of each year.

C. Payment

Northbridge hereby agrees to submit payment in full for each such bill to Upton within thirty (30) days of receipt of said bill. Notwithstanding the above, any dispute concerning billing shall be first presented in writing by the disputing party within said thirty (30) days, and thereafter shall be resolved in accordance with the "Dispute Resolution" paragraph of this Agreement.

6. TERMINATION

In accordance with Section 1, either party may terminate this Agreement by providing written notice to the other party at least six months prior to the start of a new fiscal year, effective as of June 30 of the next following year.

7. DISPUTE RESOLUTION

No suit upon any claim or cause of action upon, or for damages upon, by reason of, or growing out of, this Agreement or its non-performance or faulty performance, shall be filed or maintainable by any party unless notice of such claim or cause of action be given to the other party at its address, above given, not less than thirty (30) days prior to filing, and in every case a reasonable time under the circumstances from the date upon which limitation would commence to run against such claim or cause of action in behalf of such other party.

In the event any dispute of any kind should arise between the Towns concerning the construction of this Agreement or the breach thereof, then and in that event, such dispute may be submitted to an arbitrator selected by the American Arbitration Association. The proceedings before said arbitrator shall be governed by the rules and regulations of said Association, and the award and determination of said arbitrator shall be binding and conclusive upon the Towns and they herewith agree to abide thereby. Any costs associated with arbitration shall be split evenly between the Towns. The Towns may

also mutually agree to use other forms of alternative dispute resolution, including mediation, to address disputes arising under this Agreement.

Both Towns reserve the right, either in law or equity, by suit, and complaint in the nature of specific performance, or other proceeding, to enforce or compel performance of any or all covenants herein.

8. TERMS

The parties hereto have read the terms of this Agreement before signing the same and hereby agree that no statement, remark, agreement, or understanding, oral or written, not contained herein, will be recognized or enforced.

9. SEVERABILITY

If any provision, section, phrase or word contained herein is determined by a court of competent jurisdiction to be unenforceable, for any reason, or beyond the scope of the statutory provisions of Chapter 40, § 4A of the General Laws, as amended, then it is the intention of the parties that the remaining provisions hereof shall continue in full force and effect.

10. ENTIRE AGREEMENT

The terms, together with all the attachments referenced herein, constitute the entire agreement between the Towns and shall supersede all previous communications, representations, or agreements, either oral or written, between the Towns with respect to the subject matter.

11. ANNUAL STATEMENT

Each Town shall keep accurate records of services performed, costs incurred and payments, reimbursements and contributions made and received, and shall provide same to the other Town upon request. An annual financial statement reflecting this information shall be issued by each Town to the other by November 1 of the following fiscal year.

12. MAXIMUM FINANCIAL LIABILITY

The maximum extent of each Town's financial liability in connection with this Agreement shall not exceed the amount validly appropriated by, or available to, each said Town for said purpose.

13. LIABILITY

Pursuant to MGL c. 40, s. 4A, each party shall be liable for the acts and omissions of its own employees and not for the employees of any other agency in the performance of this

Agreement to the extent provided by the Massachusetts Tort Claims Act, M.G.L. c. 258. By entering into this Agreement, none of the parties has waived any governmental immunity or limitation of damages which may be extended to it by operation of law.

14. AMENDMENT

No officer, official, agent, or employee of either Town shall have the power to amend, modify or alter this Agreement or waive any of its provisions or to bind either Town by making any promise or representation not contained herein. Any modification shall be by a written amendment duly authorized by each Town. Said amendment shall be executed in the same manner as this Agreement is executed.

15. ASSIGNMENT

This Agreement shall not be assigned or transferred by either Town without the express written consent of the other Town given with the same formalities as are required for the execution of this Agreement.

16. GOVERNING LAW

This Agreement and all rights of the parties thereunder shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions.

Witness the authorized signatures of the parties:

TOWN OF NORTHBRIDGE

Name: Thomas J. Melia
Chair, Board of Selectmen

James Marzec, Vice Chair

James J. Athanas, Clerk

Daniel J. Nolan, Member

Charles Ampagoomian, Jr., Member

APPROVED as to legal form:

Kopelman and Paige,
Town Counsel

Certification of Available
Appropriation / Funds

Town Accountant

TOWN OF UPTON

Name: James A. Brochu
Chair, Board of Selectmen

Robert J. Fleming, Member

Gary Daugherty, Member

APPROVED as to legal form:

Kopelman and Paige, Town Counsel

Certification of Available
Appropriation / Funds

Kenny Costa, Town Accountant

INTERMUNICIPAL AGREEMENT

For

PUBLIC HEALTH NURSING SERVICES
BETWEEN THE TOWNS OF BLACKSTONE & UPTON

THIS INTERMUNICIPAL AGREEMENT ("Agreement") is made and entered into as of this 1st day of July 2016 by and between TOWN OF BLACKSTONE("Blackstone"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts with a principal address of 15 St. Paul St. Blackstone, MA 01504, acting by and through its Board of Selectmen, and the TOWN OF UPTON ("Upton"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts with a principal address of 1 Main Street, Box 1, Upton, MA 01568, acting by and through its Board of Selectmen with no personal liability to the aforementioned public officials (both Towns collectively referred to as "Towns" or "parties".

WHEREAS, Chapter 40, Section 4A of the General Laws, as amended, allows the chief executive officer of towns to enter into agreements with one or more other towns to perform jointly activities or undertakings which any one of them is authorized by law to perform; and,

WHEREAS, Blackstone does not currently have a Public Health Nurse; and

WHEREAS, the parties have agreed to establish a mechanism for compensating Upton for such nursing services; and

WHEREAS, the parties have agreed to establish a mechanism for addressing operational issues concerning the provision of such nursing services; and

WHEREAS, each Town agrees to absolve the other Town from liability exclusively caused by one of its employees, as specified in this Agreement.

NOW, THEREFORE, for good and valuable consideration, and the mutual promises and benefits set forth below, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. TERM

This Agreement shall take effect on the first day of July, 2016. This agreement shall continue in effect for twenty-four (24) months. Either party may terminate the Agreement by providing at least six (6) months' notice prior to the start of a new fiscal year that it does not intend to participate in this Agreement for the next following fiscal year ("Notice of Termination"). This Agreement may be renewed for two one year terms upon mutual agreement by both parties.

2. OBLIGATIONS OF UPTON

A. Communicable Disease Investigations

1. Upton will be responsible for all required communicable disease follow-up investigations, including the completion and submission of the investigation reports to the Massachusetts Department of Public Health (MDPH), counseling and education, testing, and screening for communicable diseases as identified by MDPH. All communicable diseases will be reported via the MAVEN system.

2. Upton will provide Blackstone with telephone on call access to a knowledgeable public health nurse. Information and guidance will be provided to Blackstone regarding emerging public health diseases and concerns.

B. Immunization Programs

1. Upton will maintain a provider enrollment number for Blackstone and will manage all vaccine for the town. The vaccine manager will keep Blackstone informed as to inventory and availability of vaccine and will obtain requested vaccine as necessary.

   Upton will follow all Vaccine for Children Program requirements including twice daily refrigerator temperature logs.

2. Vaccines provided will include seasonal influenza vaccine both injectable and nasal formulations, as well as pneumococcal vaccine for recommended groups. Upton will coordinate with Blackstone to provide one flu clinic at an agreed upon time and location.

3. Upton will input Blackstone data into the MIIS virtual gateway as required by MDPH. Blackstone agrees to sign the Commonwealth Medicine agreement to access reimbursement for vaccine administration. Upton will submit reimbursement requests on Blackstone's behalf.

C. Health and Well Being Programs

1. Upton will provide vital sign clinics at least four times/year at the location designated by Blackstone.

2. Home visits will be conducted at the request of Blackstone and at the discretion of Upton public health nurse to provide residents of Blackstone with professional evaluations and care when the resident is unable to meet the nurse in an office setting.

D. General

1. Upton will maintain patient records per MDPH and State regulations.

2. Upton will provide phone and communicable disease coverage during public health nurse's vacation weeks.

3. OBLIGATIONS OF BLACKSTONE

A. Blackstone will make available a representative for the purpose of consultation and/or home visitation should environmental conditions warrant such action.

B. Blackstone agrees to appropriate funds, set aside monies or create an account that can be used to obtain clinic or educational supplies including but not limited to syringes, Epipens, alcohol preps and office supplies needed for a successful event.

4. PERSONNEL

Public Health Nurse shall be available to the Town of Blackstone for up to six (6) hours on average per week during the term of this agreement. The schedule shall be set by mutual agreement of the Boards of Health. Said schedule may be modified by agreement of the Boards of Health.

5. COMPENSATION

A. Fee

1. Blackstone shall compensate Upton by paying a fee of $52.32 per hour for services rendered and invoiced to Blackstone hereunder, which covers the salary and benefits of the Public Health Nurse. The rate for Fiscal Year 2017/18 shall be reviewed, negotiated, and established by the Town Managers by April 1, 2017, and April 1st of any further years if the Agreement is renewed. Blackstone shall not be responsible for any additional fees, costs, charges or expenses relating to said Public Health Nurse.

B. Invoice

1. Upton shall bill Blackstone in equal quarterly installments, on September 1, December 1, March 1 and June 1 of each year.

C. Payment

1. Blackstone hereby agrees to submit payment in full for each such bill to Upton within thirty (30) days of receipt of said bill. Notwithstanding the above, any dispute concerning billing shall be first presented in writing by the disputing party within said thirty (30) days, and thereafter shall be resolved in accordance with the "Dispute Resolution" paragraph of this Agreement.

6. TERMINATION

In accordance with Section 1, either party may terminate this Agreement by providing written notice to the other party at least six months prior to the start of a new fiscal year, effective as of June 30 of the next following year.

7. **DISPUTE RESOLUTION**

No suit upon any claim or cause of action upon, or for damages upon, by reason of, or growing out of, this Agreement or its non-performance or faulty performance, shall be filed or maintainable by any party unless notice of such claim or cause of action be given to the other party at its address, above given, not less than thirty (30) days prior to filing, and in every case a reasonable time under the circumstances from the date upon which limitation would commence to run against such claim or cause of action in behalf of such other party.

In the event any dispute of any kind should arise between the Towns concerning the construction of this Agreement or the breach thereof, then and in that event, such dispute may be submitted to an arbitrator selected by the American Arbitration Association. The proceedings before said arbitrator shall be governed by the rules and regulations of said Association, and the award and determination of said arbitrator shall be binding and conclusive upon the Towns and they herewith agree to abide thereby. Any costs associated with arbitration shall be split evenly between the Towns. The Towns may also mutually agree to use other forms of alternative dispute resolution, including mediation, to address disputes arising under this Agreement.

Both Towns reserve the right, either in law or equity, by suit, and complaint in the nature of specific performance, or other proceeding, to enforce or compel performance of any or all covenants herein.

8. **TERMS**

The parties hereto have read the terms of this Agreement before signing the same and hereby agree that no statement, remark, agreement, or understanding, oral or written, not contained herein, will be recognized or enforced.

9. **SEVERABILITY**

If any provision, section, phrase or word contained herein is determined by a court of competent jurisdiction to be unenforceable, for any reason, or beyond the scope of the statutory provisions of Chapter 40, § 4A of the General Laws, as amended, then it is the intention of the parties that the remaining provisions hereof shall continue in full force and effect.

10. **ENTIRE AGREEMENT**

The terms, together with all the attachments referenced herein, constitute the entire agreement between the Towns and shall supersede all previous communications, representations, or agreements, either oral or written, between the Towns with respect to the subject matter.

11. ANNUAL STATEMENT

Each Town shall keep accurate records of services performed, costs incurred and payments, reimbursements and contributions made and received, and shall provide same to the other Town upon request. An annual financial statement reflecting this information shall be issued by each Town to the other by November 1 of the following fiscal year.

12. MAXIMUM FINANCIAL LIABILITY

The maximum extent of each Town's financial liability in connection with this Agreement shall not exceed the amount validly appropriated by, or available to, each said Town for said purpose.

13. LIABILITY

Pursuant to MGL c. 40, s. 4A, each party shall be liable for the acts and omissions of its own employees and not for the employees of any other agency in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, M.G.L. c. 258. By entering into this Agreement, none of the parties has waived any governmental immunity or limitation of damages which may be extended to it by operation of law.

14. AMENDMENT

No officer, official, agent, or employee of either Town shall have the power to amend, modify or alter this Agreement or waive any of its provisions or to bind either Town by making any promise or representation not contained herein. Any modification shall be by a written amendment duly authorized by each Town. Said amendment shall be executed in the same manner as this Agreement is executed.

15. ASSIGNMENT

This Agreement shall not be assigned or transferred by either Town without the express written consent of the other Town given with the same formalities as are required for the execution of this Agreement.

16. GOVERNING LAW

This Agreement and all rights of the parties thereunder shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions.

Witness the authorized signatures of the parties:

TOWN OF BLACKSTONE

Name: Robert J. Dubois
Chair, Board of Selectmen

Margo Bik, Vice Chair

Paul Haughey, Clerk

Michael A Catalano Jr., Member

Daniel P. Keefe, Member

APPROVED as to legal form:

Patrick J. Costello,
Town Counsel

Certification of Available
Appropriation / Funds

Town Accountant

TOWN OF UPTON

Name: James A. Brochu
Chair, Board of Selectmen

Robert J. Fleming, Member

Gary Daugherty, Member

APPROVED as to legal form:

Kopelman and Paige, Town Counsel

Certification of Available
Appropriation / Funds

Kenny Costa, Town Accountant

INTERMUNICIPAL AGREEMENT

For

PUBLIC HEALTH NURSE SERVICES
BETWEEN THE TOWNS OF BELLINGHAM & UPTON

THIS INTERMUNICIPAL AGREEMENT ("Agreement") is made and entered into as of this 1st day of _____ 2016 by and between TOWN OF BELLINGHAM ("Bellingham"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts with a principal address of 10 Mechanic St. Bellingham, MA 02019, acting by and through its Board of Selectmen, and the TOWN OF UPTON ("Upton"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts with a principal address of 1 Main Street, Box 1, Upton, MA 01568, acting by and through its Board of Selectmen with no personal liability to the aforementioned public officials (both Towns collectively referred to as "Towns" or "parties".

WHEREAS, Chapter 40, Section 4A of the General Laws, as amended, allows the chief executive officer of towns to enter into agreements with one or more other towns to perform jointly activities or undertakings which any one of them is authorized by law to perform; and,

WHEREAS, Bellingham does not currently have a Public Health Nurse; and

WHEREAS, the parties have agreed to establish a mechanism for compensating Upton for such nursing services; and

WHEREAS, the parties have agreed to establish a mechanism for addressing operational issues concerning the provision of such nursing services; and

WHEREAS, each Town agrees to absolve the other Town from liability exclusively caused by one of its employees, as specified in this Agreement.

NOW, THEREFORE, for good and valuable consideration, and the mutual promises and benefits set forth below, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. TERM

This Agreement shall take effect on the first day of _____, 2016. This Agreement shall continue in effect for one (3) years. Either party may terminate the Agreement by providing at least six (6) months' notice prior to the start of a new fiscal year that it does not intend to participate in this Agreement for the next following fiscal year ("Notice of Termination").

2. OBLIGATIONS OF UPTON

Upton will provide to Bellingham the following Public Health Nursing services, to be furnished and performed through the Upton Public Health Nurse, to and for the Town of Bellingham and its Board of Health:

A. Communicable Disease Investigations

1. Upton will be responsible for all required communicable disease follow-up investigations, including the completion and submission of the investigation reports to the Massachusetts Department of Public Health (MDPH), counseling and education, testing, and screening for communicable diseases as identified by MDPH. All communicable diseases will be reported via the MAVEN system.

2. Upton will provide Bellingham with telephone on call access to a knowledgeable public health nurse. Information and guidance will be provided to Bellingham regarding emerging public health diseases and concerns.

B. Immunization Programs

1. Upton will maintain a provider enrollment number for Bellingham and will manage all vaccine for the town. The vaccine manager will keep Bellingham informed as to inventory and availability of vaccine and will obtain requested vaccine as necessary.

   Upton will follow all Vaccine for Children Program requirements including twice daily refrigerator temperature logs.

2. Vaccines provided will include seasonal influenza vaccine both injectable and nasal formulations, as well as pneumococcal vaccine for recommended groups. Upton will coordinate with Bellingham to provide one flu clinic at an agreed upon time and location.

3. Upton will input Bellingham data into the MIIS virtual gateway as required by MDPH. Bellingham agrees to sign the Commonwealth Medicine agreement to access reimbursement for vaccine administration. Upton will submit reimbursement requests on Bellingham's behalf.

C. Health and Well Being Programs

1. Upton will provide vital sign clinics at least four times/year at the location designated by Bellingham.

2. Home visits will be conducted at the request of Bellingham and at the discretion of Upton Public Health Nurse to provide residents of Bellingham with professional evaluations and care when the resident is unable to meet the nurse in an office setting.

D. General

1. Upton will maintain patient records per MDPH and State regulations.

2. Upton will provide phone and communicable disease coverage during public health nurse's vacation weeks.

3. OBLIGATIONS OF BELLINGHAM

A. Bellingham will make available a representative for the purpose of consultation and/or home visitation should environmental conditions warrant such action.

B. Bellingham agrees to appropriate funds, set aside monies or create an account that can be used to obtain clinic or educational supplies including but not limited to syringes, Epipens, alcohol preps and office supplies needed for a successful event.

C. Bellingham agrees to provide office space, a computer or other necessary technology, and appropriate funds for the reimbursement to the Public Health Nurse for mileage costs incurred by the Nurse in operating the Nurse's personal automobile in the course of his/her duties.

4. PERSONNEL

Effective _____, 2016 the Public Health Nurse shall be available to the Town of Bellingham for up to four (4) hours on average per week during the term of this Agreement. The schedule shall be set by mutual agreement of the Town's respective Boards of Health. Said schedule may be modified by agreement of the Boards of Health. The Public Health Nurse shall be available to attend Board of Health meetings at the Board's request.

While engaged in performing services in the Town of Bellingham under this Agreement, the Upton Public Health Nurse shall be deemed to be engaged in the service and employment of the Town of Upton, notwithstanding that such service activity or undertaking is being performed in or for the Town of Bellingham.

5. COMPENSATION

A. Fee

Bellingham shall compensate Upton by paying a fee of $50.98 per hour for services rendered and invoiced to Bellingham hereunder, which covers the salary and benefits of the Public Health Nurse attributable to such services for FY 16/17. The rate for future fiscal years shall be reviewed, negotiated, and established by the Town Managers by April 1st of each year. Bellingham shall not be responsible for any additional fees, costs, charges or expenses relating to said Public Health Nurse with the exception of mileage reimbursement.

B. Invoice

Upton shall bill Bellingham in equal quarterly installments, on September 1, December 1, March 1 and June 1 of each year.

C. Payment
Bellingham hereby agrees to submit payment in full for each such bill to Upton within thirty (30) days of receipt of said bill. Notwithstanding the above, any dispute concerning billing shall be first presented in writing by the disputing party within said thirty (30) days, and thereafter shall be resolved in accordance with the "Dispute Resolution" paragraph of this Agreement.

6. TERMINATION

In accordance with Section 1, either party may terminate this Agreement by providing written notice to the other party at least six months prior to the start of a new fiscal year, effective as of June 30 of the next following year.

7. DISPUTE RESOLUTION

No suit upon any claim or cause of action upon, or for damages upon, by reason of, or growing out of, this Agreement or its non-performance or faulty performance, shall be filed or maintainable by any party unless notice of such claim or cause of action be given to the other party at its address, above given, not less than thirty (30) days prior to filing, and in every case a reasonable time under the circumstances from the date upon which limitation would commence to run against such claim or cause of action in behalf of such other party.

In the event any dispute of any kind should arise between the Towns concerning the construction of this Agreement or the breach thereof, then and in that event, such dispute may be submitted to an arbitrator selected by the American Arbitration Association. The proceedings before said arbitrator shall be governed by the rules and regulations of said Association, and the award and determination of said arbitrator shall be binding and conclusive upon the Towns and they herewith agree to abide thereby. Any costs associated with arbitration shall be split evenly between the Towns. The Towns may also mutually agree to use other forms of alternative dispute resolution, including mediation, to address disputes arising under this Agreement.

Both Towns reserve the right, either in law or equity, by suit, and complaint in the nature of specific performance, or other proceeding, to enforce or compel performance of any or all covenants herein.

8. TERMS

The parties hereto have read the terms of this Agreement before signing the same and hereby agree that no statement, remark, agreement, or understanding, oral or written, not contained herein, will be recognized or enforced.

9. SEVERABILITY

If any provision, section, phrase or word contained herein is determined by a court of competent jurisdiction to be unenforceable, for any reason, or beyond the scope of the statutory provisions of Chapter 40, § 4A of the General Laws, as amended, then it is the intention of the parties that the remaining provisions hereof shall continue in full force and effect.

10. ENTIRE AGREEMENT

The terms, together with all the attachments referenced herein, constitute the entire agreement between the Towns and shall supersede all previous communications, representations, or agreements, either oral or written, between the Towns with respect to the subject matter.

11. ANNUAL STATEMENT

Each Town shall keep accurate records of services performed, costs incurred and payments, reimbursements and contributions made and received, and shall provide same to the other Town upon request. An annual financial statement reflecting this information shall be issued by each Town to the other by November 1 of the following fiscal year.

12. MAXIMUM FINANCIAL LIABILITY

The maximum extent of each Town's financial liability in connection with this Agreement shall not exceed the amount validly appropriated by, or available to, each said Town for said purpose.

13. LIABILITY

Pursuant to MGL c. 40, s. 4A, each party shall be liable for the acts and omissions of its own employees and not for the employees of any other agency in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, M.G.L. c. 258. By entering into this Agreement, none of the parties has waived any governmental immunity or limitation of damages which may be extended to it by operation of law.

14. AMENDMENT

No officer, official, agent, or employee of either Town shall have the power to amend, modify or alter this Agreement or waive any of its provisions or to bind either Town by making any promise or representation not contained herein. Any modification shall be by a written amendment duly authorized by each Town. Said amendment shall be executed in the same manner as this Agreement is executed.

15. ASSIGNMENT

This Agreement shall not be assigned or transferred by either Town without the express written consent of the other Town given with the same formalities as are required for the execution of this Agreement.

16. GOVERNING LAW

This Agreement and all rights of the parties thereunder shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions.

Witness the authorized signatures of the parties:

TOWN OF BELLINGHAM

Name: Michael J. Soter
Chair, Board of Selectmen

Donald F. Martinis, Vice Chair

Michael J. Connor, Member

Jerald A. Mayhew, Member

Daniel M. Spencer, Member

APPROVED as to legal form:

JASON TALERMAN
Town Counsel

Certification of Available Appropriation / Funds

Town Accountant

TOWN OF UPTON

Name: James A. Brochu
Chair, Board of Selectmen

Robert J. Fleming, Member

Kenneth E. Picard, Member

APPROVED as to legal form:

Kopelman and Paige, Town Counsel

Certification of Available Appropriation / Funds

Kenny Costa, Town Accountant