

1. 6:30 P.M. Committee On The Department Of Public Works

Documents:

[20 NOV 17 DPW AGENDA.PDF](#)

- 1.1. 6:30 PM Committee On The Department Of Public Works

Documents:

[2020 NOV 17 DPW MTG.PDF](#)



**Braintree Town Council**  
**Committee on the Department of Public Works**  
One JFK Memorial Drive  
Braintree, Massachusetts 02184

**MEMBERS**

Charles Ryan, Chairman  
Lawrence Mackin, Vice-Chairman  
Julia Flaherty, member

**AGENDA**

**Tuesday, November 17, 2020**

**Starting Time – 6:30 p.m.**

**REMOTE via Zoom Webinar**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84550202106>

Or Telephone:

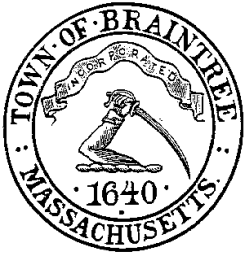
Dial: +1 312 626 679

Webinar ID: 845 5020 2106

International numbers available: <https://us02web.zoom.us/j/kemrFHFiBA>

1. Roll Call
2. Approval of Minutes
  - None
3. Old Business
  - None
4. New Business
  - 20 075 Mayor: Request for Authorization to Accept the Provisions of Section 419 of the Acts of 1998, Chapter 194 and the Intermunicipal Agreement For Cooperative Recycling on the South Shore or take up any action relative thereto
5. Adjournment

*Governor Charles Baker has declared a state of emergency in Massachusetts to support the state's response to COVID-19 (Coronavirus). According to the Town of Braintree's "Temporary Emergency Policy for Remote Participation Under the Open Meeting Law Pursuant to Massachusetts Executive Order of March 12, 2020," the Town Council will meet fully remotely for the health and safety of Councilors and the public during the Massachusetts State of Emergency. The Town Council will be using Zoom software to run meetings online for the immediate future. The Town continues to monitor the situation through the Health Department and specific questions should be directed to Jean McGinty, Public Health Nurse at 781-794-8094 or Marybeth McGrath, Director of Health, at 781-794-8095.*



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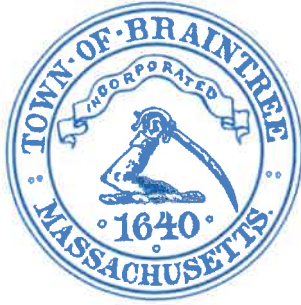
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## Office of the Mayor

One JFK Memorial Drive  
Braintree, Massachusetts 02184

**Charles C. Kokoros**  
Mayor

781-794-8100

To: Shannon L. Hume, President of the Council  
Susan Cimino, Clerk of the Council  
James Casey, Town Clerk

From: Charles C. Kokoros, Mayor

CC: Nicole I. Taub, Chief of Staff and Director of Operations  
Jim Arsenault, Director, Department of Public Works  
Jeff Kunz, Solid Waste Manager, Recycling

Date: November 5, 2020

Re: South Shore Recycling Collaborative

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President Hume, Clerk Cimino, Clerk Casey,

I am writing to request Council Approval to accept the provisions of Section 419 of the Acts of 1998, Chapter 194, and the Intermunicipal Agreement for Cooperative Recycling on the South Shore, both of which are attached for your reference. A copy of the current by-laws are also attached.

The South Shore Recycling Collaborative (SSRC) was established in 1998 by the towns of Abington, Cohasset, Duxbury, Hanover, Hingham, Hull, Kingston, Marshfield, Norwell, Pembroke, Rockland, Scituate and Weymouth to provide a forum of cooperative management of solid waste by member municipalities, to assist each member municipality to improve the cost-effectiveness of their recycling efforts by providing economy of scale while maintaining full control over solid waste management, to assist member municipalities to improve programs to divert waste materials from the waste stream and to reduce the amount of toxicity of wastes, and to provide such assistance on an individual basis to each member municipality and cooperatively in joint programs with other municipalities.

Jeff Kunz, Solid Waste Manager, has identified several benefits of joining the SSRC, including:

1. Creating a foundation for any future transitions of staff and department leadership without causing a disruption in service.
2. Receiving support in navigating the frequent changes to solid waste regulations and the reduced availability of processing resources. This support would allow the department to reallocate resources currently being used to monitor, adjust and execute necessary changes around solid waste disposal.
3. Expansion of how we handle household hazardous waste and increase the type of materials residents are able to dispose of through the program.
4. Coordination and collaboration with a regional approach in the following areas: professionally networking with other municipal, solid waste personnel, training/professional development, lobbying for favorable legislation, economies of scale in RFP purchasing activity, outreach preparation and sharing, including programs, and DEP interaction, feedback and grants.

Additionally, the SSRC provides the following incentives to membership:

- Reduced disposed trash tonnage, resulting in savings of \$3.2 million/year in disposal costs at current rates
- Higher returns for recyclables
- 12 household hazardous waste collections per year with regional pricing, administrative and on site assistance
- Access to regional contracts for brush grinding, compost screening and material removal
- Membership qualifies the Town for 2 additional RDP points, worth \$400-\$3,000 each
- Public Outreach support
- Technical assistance and networking
- Policy advocacy with DEP and the state house

There is a membership fee associated with joining the SSRC, which is payable annually. Upon receipt of approval from the Council, the Town would seek to join in January 2021, resulting in a pro rated membership fee for the year of \$2,425.00 (the regular annual rate is \$4,850.00). Funding for the membership will come from existing grant money from the DEP relative to the Town's efforts to expand recycling and reduce trash generation. No additional appropriations will be required in advance of the membership.

In order to join the SSRC, a vote of the Town Council accepting Section 419 of the Acts of 1998, Chapter 194, as well as the Intermunicipal Agreement for Cooperative Recycling on the South Shore is required.

Accordingly, your review and approval of the following motion is requested:

**MOTION:** That the Town accept Section 419 of the Acts of 1998, Chapter 194, and the Intermunicipal Agreement for Cooperative Recycling on the South Shore, which provide for membership in the South Shore Recycling Collaborative.

**Commonwealth of Massachusetts**  
**ACTS OF 1998, CHAPTER 194**

**SECTION 419.** There is hereby established the South Shore Recycling Cooperative, a public body politic and corporate, hereinafter referred to as the cooperative. The towns of Abington, Cohasset, Duxbury, Hanover, Hingham, Hull, Kingston, Marshfield, Norwell, Pembroke, Rockland, Scituate, and Weymouth are authorized to enter into an agreement to join said cooperative.

Said cooperative shall be for the purposes of and in accordance with an agreement entitled "Intermunicipal Agreement for Cooperative Recycling on the South Shore," hereinafter referred to as the agreement, which is on file in the office of the town or city clerks of the members.

This section shall take effect in any city or town referred to in the first paragraph of this section upon vote by town meeting or city council, as the case may be, to accept the provisions of this section and the agreement. The cities and towns referred to in the first paragraph of this section which accept the provisions of this section and the agreement shall be the initial members of the board of directors of the cooperative. Any other city or town may join the Cooperative by vote of town meeting or city council, as the case may be, to accept the provisions of the agreement and to accept the provisions of this section, provided however that no such city or town may become a member unless such membership is accepted by majority vote of the board of directors of the cooperative.

The powers and authority of the cooperative shall be vested in a board of directors, which shall be composed of two representatives from each member city or town, appointed for three year terms. One representative from each member city or town shall be appointed by the elected or appointed municipal board or commission which has the authority over solid waste management in said city or town. One representative shall be appointed by the board of selectmen or the city council, as the case may be, of the city or town. Each member city or town shall have one vote in all votes taken by the board of directors.

In addition to the powers enumerated in the agreement, the board of directors of said cooperative shall have the rights and powers: to adopt bylaws for the regulation of its affairs and the conduct of its business; provided however, that said bylaws be consistent with this section, to adopt an official seal and alter the same at its pleasure; to maintain an office at such place or places as it may determine; to sue and be sued and to prosecute and defend actions relating to its properties and affairs; to own and maintain real and personal property; to apply for, accept, and disburse grant funds; to receive, manage, and disburse funds; to conduct regional procurement of supplies and services for members, to prepare, advertise, and award contracts to provide regional solid waste or recycling services for member towns, to change its name, and to hire and fire personnel.

The cooperative shall not have the power of eminent domain, nor the power to levy taxes, to require the payment of any funds by members, except as provided by the agreement. The cooperative shall not incur debt which obligates its assets for periods of more than one fiscal year. The cooperative shall be subject to all local zoning or non-zoning land-use by-laws and regulations. The employees and agents of the cooperative shall be agents and employees of the cooperative and not of the member cities or towns.



**BY-LAWS**

**Adopted 12/8/99  
Revised 7/24/17**

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**ARTICLE 1. NAME**

The name of this organization shall be the SOUTH SHORE RECYCLING COOPERATIVE.

**ARTICLE 2. DEFINITIONS**

**BOD:** Board of Directors, consisting of two representatives of each Member Municipality.

**IMA:** Intermunicipal Agreement for Cooperative Recycling on the South Shore

**MM:** Member Municipality

**SSRC:** South Shore Recycling Cooperative

**Agent:** One who acts on behalf of

**Employee:** One who is paid by the SSRC for services to or on behalf of the SSRC

**ARTICLE 3. AUTHORITY AND PURPOSE**

**Section 1.** The SSRC is established to provide a forum for cooperative management of solid waste of its Member Municipalities (“MMs”):

- To assist each MM to improve the cost-effectiveness of its recycling efforts by providing economy of scale while maintaining full local control over solid waste management.
- To assist MMs to improve programs to divert recyclable materials from the waste stream and to reduce the amount and toxicity of wastes.
- To provide such assistance on an individual basis to each MM and cooperatively in joint programs with other municipalities.

**Section 2.** Limitation of powers.

- a) Notwithstanding any provision herein, no MM shall be obligated to participate in any particular SSRC contract, program, or procurement. Each MM shall be free to establish its own contracts, programs or procurements independently of the SSRC.

The SSRC shall not have the power of eminent domain, nor the power to levy taxes nor to require the payment of any funds by MMs, except as provided by the Intermunicipal Agreement for Cooperative Recycling on the South Shore, a copy of which is on file in the offices of the Town Clerk of the MMs (“IMA”). The SSRC shall not incur debt which obligates its assets for periods of more than one fiscal year. The SSRC shall be subject to all local zoning or non-zoning land-use by-laws and regulations. The agents and employees of the SSRC shall be agents and employees of the SSRC and not of the MMs.



**ARTICLE 4. MEMBERSHIP**

**Section 1.** The SSRC shall be composed of cities and towns that have joined the SSRC pursuant to the provisions of the IMA.

**Section 2.** Members.

- a) Founding MMs of the SSRC were the Towns of Abington, Cohasset, Duxbury, Hanover, Hingham, Kingston, Marshfield, Norwell, Pembroke, Rockland, and Weymouth

**Section 3.** A non-Member municipality may become a MM of the SSRC upon:

- a) A vote by the non-Member municipality in accordance with G.L. c. 40, §4A to approve the current IMA;
- b) Acceptance of Commonwealth of Massachusetts Acts of 1998 Chapter 194, Section 419 and,
- c) An affirmative vote by a majority of the SSRC Board of Directors (BOD) to accept the non-Member municipality as provided in the bylaws and subject to such conditions as the BOD may impose.

**Section 4.** Participation in any program or activity sponsored by the SSRC, including any contract or program for regional utilization of services, may be conditional in exchange for appropriate financial consideration to the SSRC to support the operation of the SSRC.

- a) Any MM not current in its dues may be prohibited from participating in any SSRC programs.
- b) The BOD may vote at any time to allow any non-MM to participate in any specific SSRC contract or program in exchange for consideration specified by the BOD in the motion, provided it is a condition of the IMA.

**Section 5.** Termination.

- a) Any MM may terminate its Membership within the IMA term as of the end of a fiscal year by vote of its Legislative body, without cause, provided the Board of Selectmen or Mayor, as the case may be, gives notice to the other MMs of the intent to terminate the IMA no less than six months prior to the date of termination.
- b) In the event of termination, the MM terminating the IMA shall still be obliged to provide its required Membership Fee, as provided in Article 6 of the IMA, for the entire fiscal year during which the notice of the termination was given. Any MM giving notice of termination later than December 31 shall be obliged to provide the required Membership fee to the SSRC for the following fiscal year.

- c) Upon such termination, a former MM shall have no further rights nor claims with respect to the property, assets, or other rights of the SSRC, except as provided in Article 3 Section 4b, but shall be responsible for liabilities and claims with respect to the period of its Membership prior to such termination.
- d) Termination of this agreement by one MM shall not have the effect of terminating the agreement as to the remaining MMs.

#### **ARTICLE 4. BOARD OF DIRECTORS**

**Section 1.** The executive power of the SSRC shall be vested in a Board of Directors ("BOD") consisting of two representatives ("MM Representatives") of each MM. MM Representatives shall be appointed as provided by law, local charter or bylaw, until a successor appointed and qualified, or until the MM Representative is no longer affiliated with the MM. MMs are requested to notify the SSRC of any change in appointments.

**Section 2.** Each MM shall have one vote on the BOD, which shall be exercised by MM Representatives present and voting at a meeting of the BOD. The vote of a MM shall be determined by unanimous vote of that MM's Representatives present and voting. If the two MM Representatives present and voting from a MM do not agree on how to vote on a particular motion, then no vote shall be recorded by that MM on that particular motion.

**Section 3.** A quorum consisting of at least one MM Representative from each of one-third (1/3) of the MMs shall be required at any meeting to conduct official business of the SSRC.

**Section 4.** A majority vote of all MMs present and voting shall be required for a motion to carry. Two-thirds majority of those MMs present and voting shall be required to approve any spending over \$500.00, except as detailed in Article 7, Section 3.

**Section 5.** The SSRC shall hold at least nine meetings per year, unless this requirement is suspended for any particular month by majority vote of the BOD. The meetings of the SSRC shall be posted in accordance with Massachusetts Open Meeting Law, MGL Chapter 39, Section 23B, and conducted by the Chairman in accordance with Robert's Rules of Order.

**Section 6.** The BOD is hereby authorized to:

- a) Adopt and amend bylaws for the conduct of Board meetings and the regulation of its affairs, provided that such bylaws are consistent with the IMA and any applicable special or general laws;
- b) Annually, no later than June 30 each year, elect from among its MM Representatives a Chairman, Vice-Chairman, Secretary, and Treasurer;
- c) Submit a written report each year to each of the MMs detailing the services provided and funds received, and providing full financial disclosure;
- d) Conduct regional procurements for MMs;

- e) Prepare, advertise, and award regional contracts for recycling services on behalf of MMs;
- f) Develop and implement regional public education programs;
- g) Help develop grant proposals to assist MMs in obtaining state grants to improve their solid waste management and recycling programs;
- h) Make recommendations and provide technical assistance to MMs concerning solid waste management and recycling;
- i) Recommend policies to MMs governing solid waste management and recycling best practices;
- j) Assist MMs to establish, where appropriate, facilities such as transfer stations, materials recycling facilities, collection centers, permanent household hazardous waste collection centers, organics management or other solid waste facilities which provide solid waste or recycling services for the host municipality and for other MMs.

## **ARTICLE 5. OFFICERS**

**Section 1.** There shall be a Chairman, Vice-Chairman, Secretary, and Treasurer. These four officers, in addition to any other MM Representatives appointed by the Chairman, shall constitute the Executive Committee of the SSRC. Officers shall be elected for a one year term. No town shall have more than one MM Representative on the Executive Committee at any one time, unless a majority of the Board votes to override this provision.

**Section 2.** Chairman. The Chairman's responsibilities include: collaborating with staff to prepare and approve the agenda, conducting meetings, appointing all internal committees, and ensuring that the staff carries out the will of the SSRC. Assist as needed to represent the SSRC before other local, regional, or state agencies and organizations.

**Section 3.** Vice-Chairman. The Vice-Chairman shall assume all duties of the Chairman in the Chairman's absence.

**Section 4.** Secretary. The Secretary coordinates preparation and timely distribution of minutes, maintains the membership lists, reviews correspondence, and takes the role at each meeting for attendance and voting purposes.

**Section 5.** Treasurer. The Treasurer oversees management of collection and disbursement of the funds of the SSRC, and prepares and presents a Treasurers report at least quarterly.

**Section 6.** Election of Officers. The annual election of officers shall be held during the June meeting, where it shall be the first order of business. Elections must be conducted by June 30 of

each year. Officers shall assume office at time of their election and shall serve until their successors are elected.

**Section 7. Vacancy.** In the event of the inability of an officer to serve, the next ranking officer, or in the absence of such an officer, a MM Representative appointed by the Chairman, shall perform such duties until the BOD elects another to fill the vacancy.

## **ARTICLE 6. COMMITTEES**

**Section 1.** The Executive Committee may act on behalf of the SSRC on any matter which requires immediate action, but subject to ratification by the BOD at its next meeting.

**Section 2.** The Chairman shall appoint all other internal committees as needed, and shall determine the composition of each committee.

**Section 3.** The Bylaw Committee shall be an ad hoc committee appointed as necessary by the Chairman. The Secretary shall chair the meeting and consider all recommendations for amendments to the bylaws as well as providing recommendations to the BOD on any proposed amendments.

**Section 4.** The Nominating Committee shall be an ad hoc committee appointed each April to present recommendations for a slate of officers to the BOD prior to the election of officers.

## **ARTICLE 7. FISCAL MANAGEMENT**

**Section 1.** The fiscal year of the SSRC shall begin on July 1 of each calendar year and conclude on June 30 of the following calendar year.

**Section 2.** Annual Membership Dues. Each MM shall pay annual Membership Dues to the SSRC in an amount to be determined by the BOD. Failure of any MM to make such required payment or otherwise fund the required Membership Dues by August 15 of each year, or within 45 days of invoicing, whichever is later, to the SSRC shall be subject to the provisions of Article 3, Section 4a hereof shall be deemed a notice of termination.

Any dues increases shall be voted no later than the October before the fiscal year in which it would take effect.

### **Section 3.**

- a) Expenditures of more than \$500.00 shall be authorized in advance by the vote of the BOD, except in the case of an emergency.
- b) The Executive Committee shall be empowered to authorize emergency spending of more than \$500.00 by a majority vote.

## **ARTICLE 8. ADOPTION AND AMENDMENT OF BYLAWS**

These Bylaws may be adopted or amended by the vote of a majority of all MMs at any time, provided that each MM Representative has been provided a copy of these bylaws or amendment thereto no later than seven days prior to the vote on same.

**ARTICLE 9. AUTHORITY TO CREATE ENTITY**

If the Board of Directors shall hereafter determine, it may create an independent legal entity by creating a not-for-profit corporation or through the adoption of special legislation.

**ARTICLE 10. EFFECTIVE DATE.**

These bylaws or any amendment thereto shall take effect on adoption.

## **EXTENSION OF INTERMUNICIPAL AGREEMENT FOR COOPERATIVE RECYCLING ON THE SOUTH SHORE**

This agreement is made among the Towns of Abington, Cohasset, Duxbury, Hanover, Hanson, Hingham, Hull, Kingston, Middleboro, Norwell, Plymouth, Rockland, Scituate, Weymouth and Whitman under Massachusetts General Laws, Chapter 40, Section 4A, and other applicable laws.

### **RECITALS**

Whereas the members acknowledge that there is a critical need to eliminate, mitigate and prevent the adverse environmental and public health effects associated with the collection, processing and disposal of solid waste from whatever source derived, including municipal, industrial, domestic, commercial and other sources or activities;

Whereas the members desire to maintain full local authority and control over their solid waste management and recycling activities;

Whereas the members recognize that waste reduction and recycling conserve natural resources, reduces greenhouse gas emissions from the manufacture and disposal of consumer products, reduces our reliance on landfilling and incineration of waste; and is cost-effective; and support the Commonwealth of Massachusetts' goal to minimize the disposal of material waste and maximize the diversion of recyclable materials from the waste stream;

Whereas the members desire to work cooperatively to reduce the costs to local taxpayers for solid waste management and to conduct their local recycling programs in the most cost-effective and environmentally safe manner;

Whereas the members wish to maximize their purchasing power by joining together for regional procurements relating to solid waste disposal and recycling;

Whereas the Member Municipalities each have the power to enter into this Agreement under applicable Massachusetts law and Board of Selectmen, Town or City Council votes duly adopted;

Now therefore the Member Municipalities wish to work together in a cooperative effort to increase their recycling and decrease the amount of waste generated by members, mutually acknowledge the receipt of good and valuable consideration for this Agreement, consisting of the mutual promises and covenants set forth herein, and enter into this agreement to evidence that they have agreed as follows:

## ARTICLES OF AGREEMENT

### Article 1 South Shore Recycling Cooperative.

There is hereby established the South Shore Recycling Cooperative (hereinafter referred to as the "SSRC"), which shall include those cities and towns as named above which have adopted this Agreement by vote of the Board of Selectmen, Town or City Council, and any others that complete the membership process during the term of this Agreement, hereinafter referred to as "Member Municipalities".

### Article 2. Purpose and Functions of the SSRC.

The SSRC is established to provide a forum of cooperative management of solid waste by Member Municipalities, to assist each Member Municipality to improve the cost-effectiveness of their recycling efforts by providing economy of scale while maintaining full control over solid waste management; to assist Member Municipalities to improve programs to divert waste materials from the waste stream and to reduce the amount and toxicity of wastes; and to provide such assistance on an individual basis to each Member Municipality and cooperatively in joint programs with other Municipalities.

Notwithstanding any provision herein, no Member Municipality shall be obligated to participate in any particular SSRC contract, program, or procurement and each Member Municipality shall be free to establish its own contracts, programs or procurements independently of the Cooperative.

### Article 3. Board of Directors.

The executive power of the Cooperative shall be vested in a Board of Directors consisting of two representatives from each member appointed for a term as provided by law, or by local charter or bylaw. These Board members shall serve until their successors are appointed and qualified, or until the representative is no longer affiliated with the Member Municipality. The bylaws of the Cooperative shall provide for how a member town's vote should be cast if the two representatives from the town cast opposite votes on the same motion.

### Article 4. Authority and Functions of Board of Directors.

The Board of Directors is hereby authorized and directed to:

- a) Adopt and amend bylaws for the conduct of Board meetings and the regulation of its affairs, provided that such bylaws are consistent with this Agreement and any applicable special or general laws;
- b) Annually, no later than June 30 each year, elect from among its members a Chairman, Vice-Chairman, Secretary, and Treasurer;
- c) Submit a written report each year to each of the Member Municipalities detailing the services provided and funds received, and providing full financial disclosure;
- d) Conduct regional procurements for members;
- e) Prepare, advertise, and award regional contracts for recycling services on behalf of Member Municipalities;
- f) Develop and implement regional public education programs;
- g) Help develop grant proposals to assist members to obtain state grants to improve their solid waste management and recycling programs;

- h) Make recommendations and provide technical assistance to Member Municipalities concerning solid waste management and recycling;
- i) Recommend policies to members governing solid waste management and recycling best practices; and
- j) Assist Member Municipalities to establish, where appropriate, facilities such as transfer stations, materials recycling facilities, collection centers, permanent household hazardous waste collection centers, organics management or other solid waste facilities which provide necessary solid waste or recycling services for the host municipality and for other Member Municipalities.

Article 5. Effective Date.

- a) This Agreement shall take effect as of July 1, 2018.
- b) Before this Agreement becomes effective or binding on a city or town, it must be approved by vote of the respective Board of Selectmen, Town or City Council in accordance with G.L. c. 40, §4A.

Article 6. Annual Membership Fees

Each member Town shall pay an annual Membership Fee to the Cooperative in an amount to be determined by the Board of Directors. Failure of any member Town to make such required payment or otherwise fund the required Membership Fee to the Cooperative at the time required may be prohibited from participating in any SSRC programs or receiving services in accordance with Article 9 hereof.

Article 7. Term.

This Agreement shall be in effect for a fifth five-year term through June 30, 2023. The term hereof may be extended for additional five-year periods by the affirmative vote, within the last year of the then-current term, of the Board of Selectmen, Town or City Council of each Member Municipality which desires to extend the term hereof. The failure of any one or more Member Municipalities to vote to extend the term hereof shall not prevent the other members from extending the term and continuing the SSRC.

Article 8. Membership.

- a) A member municipality may continue its membership in the SSRC by vote in accordance with G.L. c. 40, §4a to approve this Agreement.
- b) A non-member municipality may become a member of the SSRC upon:
  - (i) A vote by the non-member in accordance with G.L. c. 40, §4A to approve this Agreement;
  - (ii) Acceptance of Commonwealth of Massachusetts Acts of 1998 Chapter 194, Section 419 and,
  - (iii) An affirmative vote by a majority of the Board of Directors to accept the non-member as provided in the bylaws of the SSRC and subject to such conditions as the Board of Directors may impose.

Article 9. Termination.



- a) Any Member Municipality may terminate its membership as of the end of a fiscal year by vote of Board of Selectmen, town or city council, as the case may be, without cause provided the Board of Selectmen, Town or City Council, as the case may be, gives notice to the other members of the intent to terminate this Agreement no later than six months prior to the date of termination.
- b) In the event of termination, the municipality terminating the Agreement shall still be obliged to provide its required membership Fee, as provided in Article 6, for the entire fiscal year during which the notice of the termination was given. Any municipality giving notice of termination later than December 31 shall be obliged to provide the required membership fee to the Cooperative for the following fiscal year.
- c) Upon such termination, a former member shall have no further rights nor claims with respect to the property, assets, or other rights of the Cooperative but shall be responsible for liabilities and claims with respect to the period of its membership prior to such termination.
- d) Termination of this agreement by one member shall not have the effect of terminating the agreement as to the remaining Member Municipalities.

Article 10. Amendment

The provisions, terms and conditions of this Agreement may be modified only by written amendments to this Agreement approved by all members by vote of their respective Board of Selectmen, Town or City Council.

Article 11. Severability

If any clause or provision of this Agreement or its application shall be held unlawful or invalid, no other clause or provision of this Agreement shall be affected, and this Agreement shall be construed and enforced as if such unlawful or invalid clause or provision had not been contained herein.

Article 12. Assignment.

No member shall have the right to assign or otherwise transfer its rights or obligations as a Member Municipality under this agreement.

Article 13. Waiver.

Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of such party's right and shall not affect the right of such party to exercise at some future time said right or rights or any other right it may have hereunder.

Article 14. Interpretations.

For purposes of this Agreement, except where the context clearly indicates otherwise, the use of the singular shall include the plural and pronouns shall include both singular and plural and shall include all genders.

Article 15. Authority to create entity

If the Board of directors shall hereafter determine, it may create an independent legal entity by creating a not-for-profit corporation or through the adoption of special legislation.

Article 16. Liability

The individual Member Municipalities of the SSRC shall not be liable for any actions or decisions of the Cooperative, and the Cooperative shall indemnify, defend and hold harmless each Member Municipality from any claim, demand, action or cause of action arising from or caused by any action or decision made by or on behalf of the SSRC.

The Agreement shall not be deemed to create a fiduciary relationship between the MMs, other than as set forth herein. Nothing in the IMA is intended to make any Member Municipality an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose.

Each employee of any of the Member Municipalities will continue to be an employee of the town of origin while working for SSRC, and any injury to such employee or any claim brought against such employee by a third party, shall be the exclusive responsibility of the municipality of origin; provided however, that SSRC may decide to hire or retain its own employees, in which case, SSRC shall be the Public Employer and may employ personnel to carry out the purposes of the SSRC and may establish the duties, compensation and other terms and conditions of employment of personnel;

Each party shall release and indemnify, defend, and hold the others harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the releasing party's breach of this Agreement or the negligence or misconduct of the releasing parties, or the releasing party's agents or employees. No party in entering into this IMA has waived any governmental immunity or limitation of damages which may be extended to it by operation of law. This IMA is by and between the parties which have executed it and is not intended to confer any express or implied benefits to any other person or entity. This IMA is not intended to confer any third party beneficiary status to any person. 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 municipalities shall extend to their participation hereunder and to the activities so undertaken to the fullest extent provided by law.

**APPROVED AND AGREED TO:**

\_\_\_\_\_  
MAYOR or CHAIRMAN, BOARD OF SELECTMEN

TOWN OF \_\_\_\_\_ DATE: \_\_\_\_\_