

## INTERMUNICIPAL AGREEMENT

Agreement made this 6th day of August 2008 by and among the Towns of Sterling and West Boylston, Massachusetts (the "Towns").

Whereas, the Towns would like to share the services of a Building Inspector/Zoning Enforcement Officer; and,

Whereas, the Towns want to define the authority and duties of said position, as well as the responsibility of the Towns to pay for such person's services;

NOW THEREFORE the Towns agree as follows:

1. The Town of West Boylston will hire an individual, Mark Brodeur of Shrewsbury, for the position of Building Inspector/Zoning Enforcement Officer.
2. The Building Inspector/Zoning Enforcement Officer will have enforcement jurisdiction in both Towns concerning any applicable General Laws and by-laws as may from time to time be in effect.
3. As an employee of the Town of West Boylston, the salary and benefits of the Building Inspector/Zoning Enforcement Officer will be set by contract with the employee and to be signed by both Towns, acting through their Boards of Selectmen. The anticipated budget for this is in Attachment A. Based on the actions of the Towns' Annual or Special Town Meetings, an amended budget may be agreed upon and appended to this Agreement.
4. The Town Administrators of each of the Towns shall meet and/or confer periodically to address matters of policy, operations and logistics as from time to time may be necessary. Unless and until amended by said Town Administrators, the "job description" contained in Attachment B shall apply.
5. Primary supervision of the Building Inspector will be provided by both Town Administrators. This will include, but not be limited to, decisions as to vehicle use, equipment, evaluations, trainings, back-up coverage, work schedule (including vacation time) and deployment.
6. The Treasurer of the Town of West Boylston will submit monthly invoices to the Town of Sterling for their respective share of the costs associated with the Building Inspector under this Agreement. By mutual agreement of both Town Administrators, the invoice period can be changed to bimonthly, quarterly, or other interval.

It is anticipated that costs will include but not be limited to the following:

- a. Wages/Salary
- b. Benefits (taxes, retirement contributions, health insurance, etc.)
- c. Replacement costs (sick, injured, vacation, etc.), if any
- d. Vehicle (includes tolls, parking, fuel, etc.)
- e. Seminars, professional development, dues, and related training costs
- f. Any other related expenses approved by both Town Administrators

During the last 6 months of this contract, the invoice will include a credit to the Town of Sterling for use of its vehicle. Such credit will include but not be limited to the following:

- a. Fuels costs, if filled in Sterling, at standard rates for all Town of Sterling vehicles.
- b. Insurance at standard rates for all Town of Sterling vehicles
- c. Depreciation
- d. Maintenance and repairs, as needed

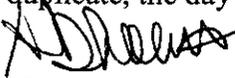
Each town agrees to pay for its own supply costs and will not bill the other town for:

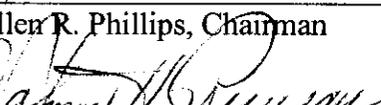
- Building Inspector/Zoning Enforcement Officer supplies
- Phone, postage and office equipment/supplies

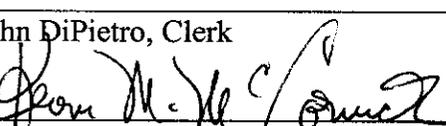
7. Any hearings resulting from the actions of the Building Inspector/Zoning Enforcement Officer shall be held by the Board of Selectmen or other appropriate authority in the community in which the action originated. Similarly, any proceeds from enforcement action — such as fines or court-imposed fines or other penalties — will be paid to the community in which the enforcement action took place. Any costs, such as legal fees, will be paid by the community in which the enforcement action took place, **and any claims or litigation arising from such hearings will be filed with that community's liability insurance.**
8. Should complaints be received concerning the action of the Building Inspector/Zoning Enforcement Officer, the Town Administrator from the community in which the complained of action took place will attempt to resolve the matter, **and any claims or litigation arising from such hearings will be filed with that community's liability insurance.**
9. **In the event that one town decides to terminate the professional services agreement with the Inspector, the other town remains free to enter into a new professional services agreement with the Inspector.**

This Agreement will remain in effect until a notice is received by either Boards of Selectmen to the other, giving at least 30 day's notice of its intention to withdraw from or to modify this Agreement.

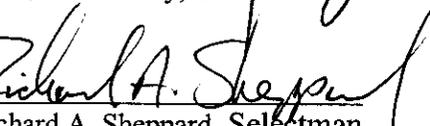
IN WITNESS WHEREOF, the Towns of West Boylston and Sterling have caused this Agreement to be signed and executed in its behalf and by its Board of Selectmen, the Town Administrator and the availability of appropriated funds for such expenses, and duly attested by its Town Clerk, and approved to form by Town Counsel. This Agreement signed and executed in duplicate, the day and year first above written.

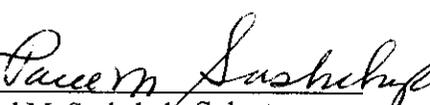
  
 \_\_\_\_\_  
 Allen R. Phillips, Chairman

  
 \_\_\_\_\_  
 Valmore Pruneau, Vice Chairman

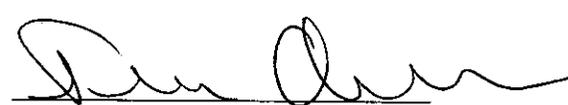
John DiPietro, Clerk  
  
 \_\_\_\_\_  
 Kevin M. McCormick, Selectman

Christopher Rucho, Selectman  
  
 \_\_\_\_\_  
 Donlin K. Murray, Chairman

  
 \_\_\_\_\_  
 Richard A. Sheppard, Selectman

  
 \_\_\_\_\_  
 Paul M. Sushchuk, Selectman

  
 \_\_\_\_\_  
 Leon A. Gaumond Jr.  
 Town Administrator

  
 \_\_\_\_\_  
 Terri Ackerman  
 Town Administrator

**Attachment A**

**Building Inspector  
Joint Expenses - West Boylston and Sterling  
Projected Budget FY09**

*Based on 6 months of shared vehicle*

	<u>West Boylston</u>	<u>Sterling</u>	<u>Total</u>	
Salary	41,500	41,500	83,000	
Health Insurance	N/A	N/A	N/A	Not expected for FY09
Retirement	4,565	4,565	9,130	11% estimate per WB
FICA/Medicare	602	602	1,204	1.45%
Training, Dues	300	300	600	estimate: \$561 spent in Sterling in FY08
<u>Months 1 thru 6</u>				
Gasoline		1,250	1,250	Estimate to be revised as price fluctuates
Vehicle Maint, Repairs & Insurance		500	500	Estimate
<u>Months 7 thru 12</u>				
Vehicle Depreciation	809	809	1,619	\$16,185 purchase price, 5 year depreciation
Gasoline	1,250	1,250	2,500	Estimate to be revised as price fluctuates
Vehicle Maint, Repairs & Insurance	250	250	500	Estimate
<b>Total</b>	<b>49,276</b>	<b>51,026</b>	<b>100,302</b>	

Cost estimates were allocated 50% to West Boylston and 50% to Sterling.  
Based on an initial work schedule of 25 hours in each town