

**TOWNS OF WESTMINSTER, ASHBURNHAM AND HUBBARDSTON  
MUNICIPAL AGREEMENT  
VETERAN SERVICES**

This Intermunicipal Agreement, made and entered into this first day of April, 2018, pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 4A, by and between the towns of Ashburnham and Hubbardston, municipal corporations within the County of Worcester and the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, hereinafter referred to as "Ashburnham and Hubbardston" and the town of Westminster, a municipal corporation within the County of Worcester and the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, hereinafter referred to as "Westminster" (collectively referred to as the "Municipalities").

-WITNESSETH

WHEREAS, the Municipalities have determined that they share a need for veteran services; and

WHEREAS, the Municipalities have determined that the sharing of the benefits and costs of those services would be beneficial to each Municipality, and

WHEREAS, this Agreement shall provide for the terms, conditions and liabilities of the parties with respect to these services, including, but not limited to terms of cooperation and obligations of each Municipality relative to cost of shared human resources and training; and

NOW, THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties hereto, the parties agree as follows:

1. The Ashburnham, Hubbardston and Westminster Town Administrators will be the Municipalities respective representatives to oversee the cooperative arrangement. The approval of the Westminster, Ashburnham and Hubbardston Boards of Selectmen will be required to amend this Agreement.
2. All the privileges and immunities from liability and exemptions from laws, by-laws, ordinances and regulations that veteran services officers employed by any of the parties hereto have in their own jurisdictions shall be effective in the jurisdiction in which they are giving assistance unless otherwise prohibited by law.
3. The shared veteran services officer shall have all of the authority under the applicable provisions of the Massachusetts General Laws as well as the by-laws of Ashburnham, Hubbardston and Westminster in which veteran services are being provided.

4. Term. The term of this Agreement is for three (3) years, three months commencing on April 10, 2018 and ending on June 30, 2021 unless or until terminated by the parties hereto on written notice. Such notice shall be provided one hundred eighty (180) days prior to the end of the then current fiscal year and withdrawal from the agreement will be effective as of the last day of the succeeding fiscal year. In the event that Ashburnham or Hubbardston fails to pay any invoice to Westminster in a timely manner, or in the event Ashburnham or Hubbardston fail to approve a veteran services budget, as provided for herein and that is subject to appropriation Town Meeting, then Westminster may immediately suspend its services under this Agreement for non-performance. Upon receipt of the past due payments, together with adequate assurances of payment for future services, Westminster may commence performing its services again.

5. Cost sharing.

During the term of this Agreement, Ashburnham, Hubbardston, and Westminster will bear the costs of the Veteran's Service Officer equally at the rate of 1/3 each. The following is the fee schedule for Ashburnham and Hubbardston:

Fiscal Year 2018: \$2,000.00

Fiscal Year 2019: \$8,000.00

Fiscal Year 2020: \$8,000.00

Fiscal Year 2021: \$8,000.00

with said costs based upon an approved veteran service budget subject to appropriation by Town Meeting, which will provide for the complete cost of employee stipends, supplies and training. Any modification(s) to this schedule must be agreed to in writing by each of the respective Town Select Boards and will take effect in the following fiscal year.

6. Services and Office Community Hours

Veteran services to be provided as part of the intermunicipal agreement are outlined in Massachusetts General Law Chapter 115, the bylaws of Ashburnham, Hubbardston and Westminster and the job description of a Veteran Services Officer maintained by Westminster, incorporated herein by reference.

Westminster, as the host municipality, shall provide office space and adequate support during designated office hours. Each municipality will allow the Veteran Services Officer to assist veterans and other eligible persons from each of the participating municipalities in this agreement during designated office hours to facilitate regional service delivery.

Weekly office hours shall be split as follows:

Ashburnham: 4 hours  
Hubbardston: 4 hours  
Westminster: 10 hours

7. Dispute Resolution.

In the event any disputes or questions arise between the parties as to the interpretation of the agreement or the satisfactory performance by any of the parties of the services and other responsibilities provided for in the contract, the parties shall take the following steps to resolve the dispute: (1) agree in good faith to attempt to settle the dispute through negotiation; (2) agree to try other dispute resolution procedures; and (3) proceed to litigation.

8. Reports.

Upon request of Ashburnham or Hubbardston, Westminster shall, provide Ashburnham and/or Hubbardston with reports on the services provided and annual reports of expenditures and revenues of all accounts necessary to provide a complete picture of the financial condition of the shared function.

9. Notice.

Any and all notices, or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the Town Administrators at the addresses set forth below or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

Town Administrator  
Town of Ashburnham  
32 Main Street  
Ashburnham, MA 01430

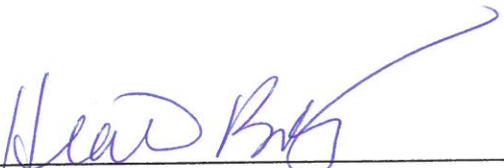
Town Administrator  
Town of Hubbardston  
7 Main Street  
Hubbardston, MA 01452

Town Administrator  
Town of Westminster  
11 South Street  
Westminster, MA 01473

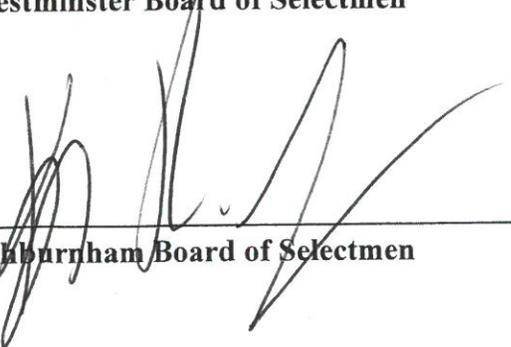
10. This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements or understandings, whether oral or in writing, between them. This Agreement may not be changed or modified except by a written instrument in accordance with the provisions above. 11. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, the provisions of which shall not be deemed waived by any provision hereof, and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

12. If any provision of this Agreement is declared to be illegal, unenforceable, or void, then the parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Agreement shall be enforced to the fullest extent permitted by law.

In witness thereof the parties hereto have executed this Agreement as of the first date written above.



**Westminster Board of Selectmen**



**Ashburnham Board of Selectmen**



**Hubbardston Board of Selectmen**