



**EDWARD J. COLLINS, JR. CENTER FOR PUBLIC MANAGEMENT**  
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Sean Cronin  
Senior Deputy Commissioner  
Division of Local Services  
100 Cambridge Street  
Boston, MA 02114

November 27, 2019

Dear Mr. Cronin:

With the support of a grant from the Community Compact Best Practices Program, the City of Gardner and Town of Hubbardston have arranged to sign an inter-municipal agreement (IMA) under which the City will provide building, plumbing, and electrical inspection and enforcement services to the Town.

Since December 1, 2018, the City has been providing said services to the Town on a trial basis. Under the terms of the pilot phase IMA, Gardner provided the following services:

- Perform inspections in Hubbardston on specific days during set windows of time;
- Be available to Hubbardston residents for consultation and guidance on code matters;
- Attend and give counsel at public meetings as requested;
- Engage in zoning enforcement actions as needed; and
- Assist in emergency situations such as condemnations and unsafe structures as needed.

Hubbardston continues to employ a part-time Land Use Clerk who interacts with residents, coordinates inspection schedules, bills/receives permit fees, and maintains appropriate records.

Inspection activity was tracked by Hubbardston's staff from January 1, 2019 to April 30, 2019. During that time period, 78 permits were issued by the Town, and 48 inspections were completed by City of Gardner staff. Approximately 56% of these permits were still open at the end of April. In addition, there were five zoning enforcement actions as well as two letters of denial on behalf of the zoning board of appeals (ZBA) completed for the Town by City staff.

Overall, City and Town officials reported satisfaction with the arrangement and a positive working relationship between staff in the two municipalities. The arrangement has allowed residents of Hubbardston to receive professional building services for a reasonable cost. The pilot phase allowed the two entities to demonstrate the value of the arrangement and to work through small

procedural issues, such as communication and scheduling, data collection, expectations around turnaround time, etc.

While there were no significant changes between the pilot phase IMA and the new IMA, the municipalities did renegotiate:

- Payment structure and processes, including adding a clause related to fees for municipal building projects; and
- Data collection, management, and reporting requirements.

Copies of both the pilot phase IMA and final draft IMA are appended.

All parties recognize one significant opportunity for further improvement: Both the City and the Town use an e-permitting solution (from the same vendor), and yet these solutions are not integrated. If they were, there may be significant efficiency gains for staff in Gardner and Hubbardston. The Collins Center recommended to both municipalities that they explore integration options.

On behalf of the City of Gardner and the Town of Hubbardston, I would like to thank the Community Compact Cabinet for providing funding for this project through the Best Practices Program. This funding allowed the municipalities to mutually benefit and demonstrate the positive impacts of regional shared building services.

Sincerely,



Michael Ward  
Director  
Edward J. Collins, Jr. Center for Public Management  
McCormack Graduate School of Policy and Global Studies  
UMass Boston

**Appendix A: Pilot Phase Inter-Municipal Agreement**

**An Inter-Municipal Agreement for Building Department Services and Zoning Enforcement  
(Building Department Service Agreement)**

**THIS AGREEMENT** is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2018 between the City of Gardner, Massachusetts (hereinafter referred to as “Gardner”), acting through its Mayor, Mark P. Hawke, and the Town of Hubbardston (hereinafter referred to as “Hubbardston”), acting through its Board of Selectmen and Authorized Representative, Ryan McLane, Town Administrator.

**WITNESSETH:**

**WHEREAS**, the parties referenced above have resolved to enter into this Agreement to utilize existing building department staff of the City of Gardner to provide building, wiring/electrical, and plumbing/gas permitting and inspection services (hereinafter referred to as “building permitting and inspection services”) and zoning enforcement for Hubbardston; and

**WHEREAS**, it is advantageous for Hubbardston to contribute toward the cost of Gardner’s building staff rather than to retain its own staff; and

**WHEREAS**, Gardner has an existing full-time building department with sufficient resources to supply services for Hubbardston and will benefit from additional monetary resources; and

**WHEREAS**, each party to this Agreement has independently researched the possible benefits and obligations of participating in and coordinating activities under the Building Service Agreement; and

**WHEREAS**, each party has determined that an agreement between Hubbardston and Gardner will provide benefits for both.

**NOW, THEREFORE**, in consideration of the mutual goals and covenants contained herein, and the mutual benefits to result therefrom, the parties agree as follows:

1. The purpose of this Agreement is to provide building permitting and inspection services and zoning enforcement to Hubbardston using existing Gardner staff resources.
2. The term of this Agreement shall commence November 1, 2018 and conclude April 30, 2019 and shall be referred to as the “initial term.”
3. During this period, Gardner shall supply a Building Commissioner and one or more qualified local inspector(s) (hereinafter referred to as “inspector”) for Hubbardston’s

use in performing building, plumbing/gas, and wiring/electrical inspections, zoning enforcement activities, and attending necessary meetings.

4. Gardner shall receive \$2,000 per month for the services described herein, for work on all applications for permits that are taken out for a cost under \$2,000. All permit costs above \$2,000 will be negotiated on a case by case basis between the Hubbardston Board of Selectmen and the Mayor of Gardner through their duly authorized representatives, above and beyond the aforementioned monthly payments. Payments will be due to the City of Gardner on the first day of each month, beginning December 1, 2018.
5. Gardner shall provide reports of each permit processed and each inspection performed within a certain time frame by a certain date, including the permit tracking number, the type of permit or inspection, the outcome of permit application, the address of the subject property, the applicant's name and address, the type of permit or inspection, the date the permit was issued or the inspection performed, and any other data reasonably requested by Hubbardston. Gardner shall provide:
  - a. A report provided no later than January 15, 2019 covering the period November 1 – December 31, 2019,
  - b. A report provided no later than March 15, 2019 covering the period January 1, 2019 – February 28, 2019, and
  - c. A report provided no later than May 15, 2019 covering the period March 1, 2019 – April 30, 2019.
6. Gardner's inspector shall log all permit applications and inspections relating to Hubbardston, and activities performed thereof, in a format determined by Hubbardston.
7. All applications for permits, including any supporting materials submitted as part of any application, remain the property of Hubbardston while in the care of Hubbardston. Hubbardston shall maintain all applications and supporting materials electronically or in marked paper files, according to the requirements of the Massachusetts Public Records Law and other relevant laws, codes, and statutes, and shall furnish any and all documents relating to a permit application upon request from Gardner. These applications will be transmitted to inspectors from Gardner when inspections are requested.
8. All permit fees collected for permits in Hubbardston shall be collected by staff members in the Town of Hubbardston.

9. Gardner shall perform the building services, as outlined in Exhibit 1, for the benefit of Hubbardston.
10. Each party shall have the right to terminate its participation under this Agreement at any time during the term of the Agreement for any reason, including, but not limited to, its own convenience. If any party under this Agreement elects to withdraw or terminate its participation the withdrawing party shall give the other party thirty (30) days' prior written notice of the termination.
11. By agreement of the parties, this Agreement may be renewed for two additional one-year terms. Request for renewal from Hubbardston shall be in the form of a letter from the Authorized Representative to the Mayor of Gardner no later than thirty (30) days prior to the expiration of the initial or renewal term.
12. This Agreement shall be deemed effective and legally binding upon execution by each of the parties hereto.
13. All notices required to be given hereunder shall be in writing and shall be delivered in person (and a confirming copy sent by first class mail); or shall be mailed by registered mail; or shall be delivered by facsimile with a return receipt showing delivery (and a confirming copy sent by first class mail); or shall be delivered by email (and a confirming copy sent by first class mail), to the following addresses:
  - a. Notices to Gardner:  
Mayor Mark P. Hawke  
95 Pleasant Street  
Gardner, MA 01440
  - b. Notices to Hubbardston:  
Ryan McLane, Town Administrator  
7 Main Street  
Hubbardston, MA 01452
14. The parties may hereafter designate, in writing and as provided herein, other or different persons or addresses for receipt of notices.
15. When any word in this Agreement is used in the singular number, it shall include the plural and the plural, the singular, except where contrary intention plainly appears. When any word is used in the masculine, it shall include the feminine and the feminine, the masculine, except where a contrary intention plainly appears.

16. The parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be executed in multiple counterparts, each of which shall constitute an original.
17. The parties hereto agree that it is not their intent to create any rights or benefits to any third parties and that no third party beneficiaries shall be created or shall be deemed to be created by this Agreement.
18. The City of Gardner shall be responsible for any claims that arise directly or indirectly from the performance of this Agreement by Gardner, its employees, or its agents. The City of Gardner shall maintain workers' compensation in the statutory amount and general and automobile liability coverage in an amount acceptable to Hubbardston to cover any claims, demands, liabilities, actions, costs, and expenses that may arise out of the performance of this Agreement. Gardner shall defend, indemnify, and hold harmless Hubbardston, its officers, agents, and employees from and against any and all claims, demands, liabilities, actions, costs, and expenses, including attorneys' fees, arising directly or indirectly from the performance of this Agreement or the negligence or willful misconduct of Gardner, its employees, or agents. Failure to provide and continue in force such insurance during the period of this Agreement shall be deemed a material breach of this Agreement and shall operate as an immediate termination thereof.
19. The parties hereto agree to abide by the applicable and constitutionally valid laws of the Commonwealth of Massachusetts and the United States of America. The parties further agree that any action to enforce the provisions of this Agreement or any dispute over the interpretation of this Agreement shall be resolved in a court of competent jurisdiction in Worcester County, Massachusetts.
20. This is the complete Agreement between the parties, and no statements, representations, or discussions not set forth herein shall be binding upon the parties, and no party is or shall be bound by any statement or representation that does not conform with this document. No agent or party to this Agreement has authority to alter, modify, or change this Agreement except as expressly provided herein. This Agreement shall be read as a whole and shall not be interpreted either for or against any party. This Agreement may only be amended in writing as approved and executed by all parties hereto.
21. A breach of any provision of this Agreement shall be deemed to be a breach of the entire Agreement; provided, however, that the breaching party or parties shall be given thirty (30) days' notice during which to cure any breach prior to the termination of this Agreement. The failure of any party hereto to provide notice of a breach of this

Agreement shall not be deemed a waiver of that breach or any subsequent breach of a similar or different kind or nature.

22. A determination that any provision or application of any provision of this Agreement to any party is prohibited or contrary to law shall be limited to the specific language and/or party so construed, and shall not affect the validity of the remaining provisions of the Agreement or its binding effect on any other party.

**FOR GARDNER**

**FOR HUBBARDSTON**

\_\_\_\_\_  
Mark P. Hawke, Mayor

\_\_\_\_\_  
Daniel S. Galante, Board of Selectmen

\_\_\_\_\_  
Michael S. Stauder, Board of Selectmen

\_\_\_\_\_  
Jeffrey L. Williams, Board of Selectmen

\_\_\_\_\_  
Patrick R. Girouard, Board of Selectmen

\_\_\_\_\_  
Richard Haddad, Board of Selectmen

\_\_\_\_\_  
Ryan McLane, Town Administrator

## **EXHIBIT 1**

### **SCOPE OF SERVICES**

1. Gardner shall employ a Building Commissioner and additional staff who shall also serve as Inspector of Buildings and local inspectors for the Town of Hubbardston, once duly appointed by Hubbardston. Said Building Commissioner shall be duly certified by the Commonwealth of Massachusetts as an Inspector of Buildings or Building Commissioner. All other staff shall be certified local inspectors.
2. The Building Commissioner and local inspectors shall be available to Hubbardston personnel and residents for consultation and guidance on building code matters.
3. Gardner shall supply Hubbardston with an inspector for all necessary building, wiring/electrical, and plumbing/gas inspections, including zoning enforcement actions, as expeditiously as possible.
4. The Building Commissioner and/or local inspectors shall attend and give advice and counsel at Hubbardston Planning Board, Zoning Board of Appeals, and other meetings, when requested.
5. The inspector shall assist Hubbardston personnel in emergencies such as condemnations and unsafe structures.

The Building Commissioner and local inspectors shall perform other inspection functions as necessary within Hubbardston



**Appendix B: Draft Final Inter-Municipal Agreement**

**THE CITY OF GARDNER AND THE TOWN OF HUBBARDSTON  
INTERMUNICIPAL AGREEMENT FOR  
BUILDING DEPARTMENT SERVICES AND ZONING ENFORCEMENT**

This Intermunicipal Agreement (“Agreement”), made and entered into this first day of July, 2019, pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 4A, by and between the City of Gardner, a municipal corporation within the County of Worcester and the Commonwealth of Massachusetts, acting by and through its Mayor, hereinafter referred to as "Gardner," and the Town of Hubbardston, 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 "Hubbardston" (collectively, Gardner and Hubbardston shall be referred to as the “Municipalities,” and sometimes each of the Municipalities are referred to individually as “party”)

-WITNESSETH

**WHEREAS**, the Municipalities wish to enter into this Agreement to utilize existing building department staff of the City of Gardner to provide building, wiring/electrical, plumbing/gas permitting and inspection services, and zoning enforcement for Hubbardston, as set forth in Exhibit 1 hereto (hereinafter referred to collectively as the “Services”) ;

**WHEREAS**, pursuant to Massachusetts General Laws, Chapter 143, Section 3, two or more municipalities may combine and share expenses in the appointment of any building commissioner or inspector of buildings and local inspectors;

**WHEREAS**, it is advantageous for Hubbardston to contribute toward the cost of Gardner’s building staff rather than to retain its own staff for such Services;

**WHEREAS**, Gardner has an existing full-time building department with sufficient resources to supply the Services to Hubbardston, and will benefit from additional monetary resources; and

**WHEREAS**, the Municipalities have determined that it is therefore mutually beneficial to enter into this Agreement pursuant to which the Municipalities share such benefits and costs of such Services in accordance with the terms hereof.

**NOW, THEREFORE**, in consideration of the mutual goals and covenants contained herein, and the mutual benefits to result therefrom, the Municipalities agree as follows:

1. The Mayor of Gardner and Hubbardston Town Administrator will be the Municipalities' respective representatives to oversee the Agreement (the "Representatives"). Notwithstanding, the approval of the Mayor and the Hubbardston Board of Selectmen will be required to amend this Agreement, such amendment to be in writing.

2. All the privileges and immunities from liability and exemptions from laws, by-laws, ordinances and regulations that Inspectors (as defined herein) by any of the Municipalities hereto have in their respective jurisdictions shall be effective in the jurisdiction in which they are giving assistance unless otherwise prohibited by law. Notwithstanding anything herein to the contrary, each party to this Agreement shall indemnify and hold harmless the other party, their officers, agents, consultants, employees and assigns for all liability arising out of the activities under this Agreement.

4. Term. Gardner shall be the lead party ("Lead Party") and responsible for the hiring and employee support necessary to sustain the Services as set forth herein. The term of this Agreement is for three (3) years commencing on July 1, 2019 and ending on June 30, 2022 unless or until terminated by either party upon prior written notice which shall be provided ninety (90) days prior to the end of the then current fiscal year, except that such termination shall become effective as of the last day of the succeeding fiscal year after such notice is received by the other party (the "Term"). In the event that Hubbardston fails to pay any invoice to Gardner and fails to cure such failure within thirty (30) days after written notice thereof by Gardner, or in the event Hubbardston fails to approve a Building Department Budget that fully supports this Agreement, all as provided for herein and subject to appropriation by Hubbardston Town Meeting, then Gardner may immediately suspend its services under this Agreement for non-performance. Upon receipt of the past due payments, Gardner shall immediately commence performing its services again for the duration of the Term.

5. Cost sharing. During the Term, Hubbardston shall pay to Gardner for all complete and satisfactory Services a percentage of costs for each year of the Term in the following amounts, payable monthly as set forth herein:

FY2020 - \$26,100

FY2021 - \$26,750

FY2022 - \$27,400

The Commissioner (as defined herein) shall assign a mutually agreeable permit fee annually for zoning determination requests properly filed with the Town of Hubbardston. Such permit fee shall payable by the respective applicant and all such revenue collected from zoning determinations will be the property of Gardner (the "Permit Fee").

Gardner shall issue monthly invoices in writing to Hubbardston and Gardner shall thereafter

receive payment monthly associated with complete and satisfactory provision of the Services, which includes, but is not limited to, work Permit Fees that cost the applicant \$2,500 or less. Payment to Gardner for Permit Fees that cost the applicant more than \$2,500 will be negotiated on a case by case basis between the Representatives, above and beyond the aforementioned monthly payments. Payments will be due to Gardner on the first day of each month following receipt of the above-described invoice by Hubbardston.

All budgets in each of the Municipalities associated with Services hereunder are subject to appropriation.

6. Services. In providing the Services to Hubbardston hereunder, Gardner shall employ or contract, through its standard personnel practices, a full-time Inspector of Buildings/Building Commissioner (“Commissioner”), and such other part-time local building inspectors, electrical/wiring inspectors, and plumbing and gas inspectors (collectively with the Commissioner, the “Inspectors”) in accordance with the scope of services. All necessary steps in the hiring process of the Inspectors and maintenance of employee records shall be the responsibility of the Lead Party for Hubbardston’s use in performing the Services. The terms and condition of employment of the Commissioner and Inspectors by the Lead Party shall be governed by any applicable contract or collective bargaining agreement.

Any hearings resulting from the actions of the Inspectors shall be held by the Board of Selectmen if such action originated in Hubbardston, in accordance with the code, regulations, or bylaws of Hubbardston. Similarly, any proceeds from enforcement actions, and any costs, such as legal fees, shall be paid to Hubbardston in in such circumstances. Complaints received concerning the action of the Inspectors shall be resolved by the Board of Selectmen in Hubbardston if the complaint originated in Hubbardston; provided, however, that discipline or dismissal of the Inspectors shall be undertaken by the Lead Party.

7. Dispute Resolution.

The Municipalities shall confer periodically to address matters of policy, operations and logistics as may be necessary. In the event any disputes or questions arise between the Municipalities as to the interpretation of the Agreement or the satisfactory performance by any of the Municipalities hereunder, the Municipalities 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, thereafter, (3) proceed to litigation.

8. Reports.

Gardner shall maintain separate, accurate and comprehensive records of all Services performed and all funds received from Hubbardston and shall issue fiscal reports for each fiscal year to the Municipalities by December 31 of the following fiscal year.

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 Administrator and Mayor 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.

Notices to Gardner:

Mayor Mark P. Hawke  
95 Pleasant Street  
Gardner, MA 01440

Notices to Hubbardston:

Ryan McLane, Town Administrator  
7 Main Street  
Hubbardston, MA 01452

10. This Agreement constitutes the entire agreement of the Municipalities 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 Municipalities 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 Municipalities 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 Municipalities hereto have executed this Agreement as of the first date written above.

**For the Hubbardston Board of Selectmen**

**By:** \_\_\_\_\_  
Ryan M. McLane, Town Administrator

**For the City of Gardner**

**By:** \_\_\_\_\_  
Mark P. Hawke, Mayor

## **EXHIBIT 1**

### **SCOPE OF SERVICES**

1. Gardner shall employ a Building Commissioner and additional staff who shall also serve as Inspector of Buildings and local inspectors for the Town of Hubbardston, once duly appointed by Hubbardston. Said Building Commissioner shall be duly certified by the Commonwealth of Massachusetts as an Inspector of Buildings or Building Commissioner. All other staff shall be certified local inspectors.
2. The Building Commissioner and local inspectors shall be available to Hubbardston personnel and residents for consultation and guidance on building code matters. Gardner staff shall hold office hours in the Town of Hubbardston weekly.
3. Gardner shall supply Hubbardston with an inspector for all necessary building, wiring/electrical, and plumbing/gas inspections, including zoning enforcement actions, as expeditiously as possible.
4. The Building Commissioner and/or local inspectors shall attend and give advice and counsel at Hubbardston Planning Board, Zoning Board of Appeals, and other meetings, when requested.
5. The inspector shall assist Hubbardston personnel in emergencies such as condemnations and unsafe structures.
6. The Building Commissioner and local inspectors shall perform other inspection functions as necessary within Hubbardston.
7. Zoning determinations, when properly requested, shall be made in writing to the applicant no later than 30 days from an approved application.