

CITY OF CAMBRIDGE

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CONSERVATION COMMISSION

March 29, 2005

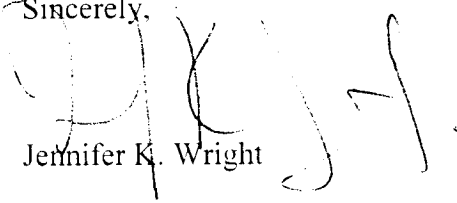
Ken Collette
Executive Office of Environmental Affairs
100 Cambridge, 9th Floor
Boston, Massachusetts 02114

Re: Joint Powers Agreement
Arlington, Belmont, and Cambridge

Mr. Collette:

On behalf of Arlington, Belmont, and Cambridge, I am sending with this letter an executed copy of the joint powers agreement. Please feel free to contact me if you have any comments or questions.

Sincerely,


Jennifer K. Wright

Cc: Cambridge City Manager's Office
Arlington Selectman's Office
Belmont Selectman's Office

ENVIRONMENTAL JOINT POWERS AGREEMENT

A-B-C STORMWATER FLOODING BOARD

WHEREAS, the undersigned political subdivisions of the Town of Arlington, the Town of Belmont and the City of Cambridge Massachusetts, (hereinafter referred to individually by name or collectively as the "Communities"), all of such entities being public agencies as defined in Massachusetts General Laws, Chapter 21A, section 20, hereby desire to enter into this "Environmental Joint Powers Agreement" (the "Agreement") pursuant to said Chapter 21A, section 20;

WHEREAS, all of the Communities are committed to developing a consensus approach to the management, protection, and enhancement of natural resources and the environment and to reducing or eliminating any adverse effects of flooding and other hazards emanating from stormwater flow in the Little River and Alewife Brook areas (the "Watershed") and desire to enter into a joint powers agreement and form a Board to address such issues;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND UNDERTAKINGS HEREIN, THE COMMUNITIES AGREE AS FOLLOWS:

1. **Authorizing Statutes:** This Agreement is entered into pursuant to M.G.L., c. 21A, §20, as amended, and creates the A-B-C STORMWATER FLOODING BOARD (the "Board").
2. **Purpose:** The purpose of this Agreement is for the Communities to work jointly and cooperatively to identify and implement cost effective solutions to reduce or eliminate any adverse effects of flooding and other hazards in the Watershed pursuant to M.G.L. c. 21A, §20. The Communities agree that Arlington, Belmont and Cambridge should address such hazard reduction jointly because the independent hazard reduction actions of one Community can affect one or more of the other Communities in the Watershed.
3. **Creation of the Board and Division of Responsibilities:**
 - a) The Board shall consist of one (1) member for each of the Communities entering into this Agreement. Each member is to be appointed by the individual Communities to the Agreement in the manner selected by each community. Each Community shall be represented on the Board as follows:

1. Town of Arlington	-	one member with one vote
2. Town of Belmont	-	one member with one vote
3. City of Cambridge	-	one member with one vote
 - b) Each party to the Agreement shall, in addition to the appointment of its primary representative member, appoint at least one alternate member to the Board, who in the absence or incapacity of the primary member may be designated to act ("Designated Alternate") and shall act in place of the primary member. The Designated Alternate member shall have all the powers, duties and responsibilities of the primary member when serving as a member of the Board. Designated

Alternate members may attend all meetings of the Board but may not participate in deliberations of the Board or vote, except as a Designated Alternate member of the Board.

c) Each primary member or Designated Alternate member shall be entitled to one vote.

d) At the first official meeting of the Board the members shall elect a chairman, vice chairman, and treasurer/clerk who each shall serve for one (1) year or until their successors are duly elected and qualified.

e) The Board shall not conduct business unless a quorum consisting of all members or Designated Alternate members of the Board are present.

4. Administration.

a) The Board shall conduct its meetings, where applicable, under Robert's Rules of Order, as revised.

b) The Board shall meet in compliance with the Open Meeting Law of the Commonwealth of Massachusetts.

c) The Board shall coordinate the activities of the Communities under the Agreement, but only to the extent of and in accordance with the powers otherwise granted by law to one or more of the Communities.

5. Estimated Costs and Methods of Financing.

a) No Community shall be required to provide any funding to the Board, or pay any assessments for any administrative and contractual costs of this Agreement unless and until such funding or payment of assessments is specifically authorized by the Board and by the lawful appropriating agency of the member Community.

b) The Board, except as otherwise provided by law, is entitled to receive and expend public and private funds to defray the operational, administrative, and contractual costs of this Agreement, including, but not limited to salaries, wages, transportation and administrative overhead.

c) The Board shall adopt budget and accounting procedures that will result in the strict accountability of all receipts and disbursements.

6. Financial Administration: The Board shall account for the source and amount of all contributions made to the Board. The Board shall keep accurate records of all transactions of the Board. The Board shall maintain the records and keep them open for inspection and audit at all reasonable times by any member of the Board or for inspection and audit by any person designated by the governing body of any member Community who may be appointed to conduct such inspection and audit. Books and records of the Board shall be subject to inspection and copying pursuant to applicable federal and state statutes and regulations, including the Public Records Law, M.G.L. c. 4, §7(26), and c. 66, §10.

7. Distribution of Assets: In the event of dissolution of the Board for any reason, or termination of this Agreement by all the Communities or otherwise by law or equity, the unencumbered assets of the Board shall be equally distributed to the cities and towns who are Communities under this Agreement, after deduction for all legitimate expenses incurred pursuant to this Agreement. However, in the event that a Community provides funding to the Board in an amount which is not equal to the amount contributed by any other Community, upon dissolution, distributions shall be made to the Communities in proportion to their respective contributions.

8. Termination: Any party to this Agreement may cease to be a party to it and withdraw by written notification to the Board, which shall terminate this Agreement and cause the distribution of assets to the Communities pursuant to Paragraph 7, above.

9. Limitation: This Agreement shall not be construed to:

- a) Amend, repeal or otherwise alter the authority or jurisdiction of, or establish, any public agency.
- b) Confer any management authority over funds, land, or natural resources beyond the authority exercised by the participating Communities under appropriate laws and regulations.
- c) Authorize legislatively appropriated funds to be expended for the purposes of this Agreement, or to be transferred or have the effect of being transferred from one appropriation to another, except as authorized by law.
- d) Amend, repeal or otherwise alter the authority of the Department of Environmental Protection, Commonwealth of Massachusetts, to undertake or order actions pursuant to M.G.L. c. 21E, nor otherwise to require said department to participate in a joint powers agreement if the commissioner thereof determines that such participation would conflict with the purposes of said Chapter 21E.

10. Liability: Nothing in this agreement shall be construed to create liability on the part of any public agency for, the act or omission of another public agency.

11. Severability: If any part of this Agreement is adjudged illegal or invalid, such illegal or invalid part shall not be a part of this Agreement; shall be severed herefrom, and the adjudication shall not affect the validity of the of the remainder of the Agreement, in whole or any other part.

12. Effective Date: This Agreement shall not become effective until:

- a. All of the Communities have executed the Agreement pursuant to official authorization in accordance with their local charter.
- b. The Secretary of Environmental Affairs has held a public hearing concerning this Agreement and submitted the Secretary's approval in writing to the Clerks of the Senate and House of Representatives and any and all other requirements of law are met.

13. **Amendment:** This Agreement may be amended with the approval of the Secretary of Environmental Affairs and the consent of all of the duly authorized members voting; however, no amendment shall be valid or binding on a member Community which provides for the requirement of a member Community to provide any funding to the agency or pay any assessments for any operational administrative and contractual costs of this Agreement unless such funding or payment of assessments is specifically authorized by the lawful appropriating agency of the member Community.

14. **Governing Law:** This Agreement is governed by and interpreted under the laws of the Commonwealth of Massachusetts.

15. **Duration of the Agreement:** This term of this Agreement shall not exceed five years from its effective date without express approval as required under M. G. L., c. 21A, §20.

16. **Entire Agreement:** It is understood and agreed that the entire Agreement of the member Communities is contained herein and that this Agreement supersedes all other agreements and negotiations between the member Communities relating to the subject matter herein as well as any previous agreements previously in effect between the member Communities.

IN WITNESS THEREOF, Each of the undersigned local government's duly authorized representatives have set their signatures as set forth below to become one of the Communities hereunder.

Town of Arlington

Walter M. Mahon - Board of Selectmen

By John W. Hurd this 31st day of January, 2003

Print Name CHARLES LYONS Title SELECTMAN

Print Name Kathleen Kichy Dias Title Board of Selectmen

Town of Belmont

By Paul Solonoy this 10th day of January, 2003

Print Name William U. Provencher Title Selectman
William N. Brownsberger

Print Name Angelo R. Ferraro Title Selectman
ANGERO R. FERRARO

City of Cambridge

By Robert W. Healy this 4th day of March, 2003

Print Name Robert W. Healy Title City Manager

Print Name _____ Title _____