



Town Manager
Lyn N. Simmons

Town of
Longmeadow, Massachusetts
20 Williams Street, Longmeadow, MA 01106
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Select Board
Marie Angelides, Chair Person
Richard Foster, Vice Chair
Marc Strange, Clerk
Thomas Lachiusa
Mark Gold

Remote Special Select Board Meeting

Monday, June 8, 2020
6:00 PM

AGENDA

1. Arrangements for remote participation by Select Board members and members of the public are being made in accordance with Governor Baker's Emergency Order Modifying the State's Open Meeting Law

2. Join Zoom Meeting

[HTTPS://ZOOM.US/J/94368679966?PWD=UVDNCW1ZNGY1MVH3RGM2VJZINTV0ZZ09](https://zoom.us/j/94368679966?pwd=UVDNCW1ZNGY1MVH3RGM2VJZINTV0ZZ09)

Meeting ID: 943 6867 9966 Password: 019618

Or call: 1 646 558 8656 Meeting ID: 943 6867 9966 Password: 019618

3. Open Meeting, Announce Remote Participation Method and Meeting Conduct

4. Vote - Process for Approving Outdoor Restaurant Dining Service-in accordance with Governor's Order #35

[HTTPS://WWW.MASS.GOV/DOC/EXECUTIVE-ORDER-PREPARING-FOR-PHASE-II-REOPENING/DOWNLOAD](https://www.mass.gov/doc/executive-order-preparing-for-phase-ii-reopening/download)

5. Vote - Application for Temporary Extension of Premises for The Meeting House

Documents:

[ADVISORY REGARDING LLA APPROVAL OF PATIOS \(1\).PDF](#)

[PATIO GUIDELINES \(1\).PDF](#)

6. Longmeadow East Longmeadow Health Partnership Shared Services Agreement- Intermunicipal Agreement Review

Documents:

[LONGMEADOW EAST LONGMEADOW PUBLIC HEALTH PARTNERSHIP IMA 5-19-2020.PDF](#)

7. Adjourn

~ The listing of matters are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed

may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law. ~



*Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, Massachusetts 02150*

Jean M. Lorizio, Esq.
Chairman

**ALCOHOLIC BEVERAGES CONTROL COMMISSION ADVISORY REGARDING
LOCAL LICENSING AUTHORITIES' APPROVAL OF OUTDOOR SEATING**

On June 1, 2020, Governor Charlie Baker issued an Order Clarifying the Progression of the Commonwealth's Phased Workplace Re-Opening Plan and Authorizing Certain Re-Opening Preparations at Phase II Workplaces, which, in part, details the process for reopening establishments for on-premises consumption. The text of the Governor's Order can be found [HERE](#).

When the Governor declares that the Commonwealth has entered Phase II of its reopening plan all licensees for on-premises consumption of alcohol may commence outdoor table service only. Indoor service will remain prohibited until further order from the Governor.

The Governor's Order also grants the local licensing authorities ("LLA") the authority to expand alcohol licensees' licensed premises for outdoor seating in an expedited process.

Pursuant to the Governor's Order, on application from a licensee that serves alcohol for on-premises consumption¹, the LLA may alter the description of the licensee's licensed premises to expand for outdoor seating that the LLA deems "reasonable and proper." The LLA does not need to comply with M.G.L. c. 138, § 15A, and therefore does not need to provide advance notice to abutters or hold a public hearing on the application. LLAs must continue to follow the ABCC's guidelines issued in 2015 for the approval of outdoor seating, which can be found [HERE](#).

ABCC approval is not required on these applications. Upon approval from the LLA the LLA may issue the amended license forthwith. The LLA must provide notice by mail to the ABCC on all application approvals. For further guidance on the process of approving and issuing these amended licenses LLAs should consult with their counsel.

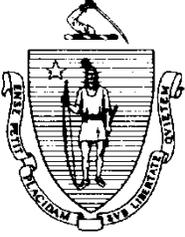
Please be aware that all expanded premises approved pursuant to this Order are only effective through November 1, 2020, or until the Order is rescinded, whichever is sooner, and revert to their original licensed premises on that date.

The ABCC continues to retain supervision and oversight of all alcohol licensees, including those that expand their licensed premises pursuant to this Order. As always, all licensees must ensure that they comply with the laws of the Commonwealth of Massachusetts, and that sales of

¹ This includes restaurants, bars, hotels, general-on-premises, clubs, war veterans' clubs, continuing care retirement communities, pub-brewers (M.G.L. c. 138, §§ 12 and 19D), farmer-series pouring permits, and manufacturers' pouring permits (M.G.L. c. 138, §§ 19(b), 19B(n), 19C(n), and 19E(o)).

alcoholic beverages take place only as authorized by federal, state, and local law. All questions should be directed to Executive Director Ralph Sacramone at (617) 727-3040 x 731.

(Issued June 1, 2020)



*Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114*

Deborah B. Goldberg
Treasurer and Receiver General

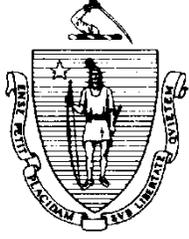
Kim S. Gainsboro, Esq.
Chairman

**ALCOHOLIC BEVERAGES CONTROL COMMISSION ADVISORY REGARDING
GUIDELINES FOR EXTENSION OF PREMISES TO PATIO AND OUTDOOR AREAS**

On July 28, 2015, at a public meeting, the Alcoholic Beverages Control Commission approved amendments to its "Guidelines for Extension of Premises to Patio and Outdoor Areas." These amended guidelines supersede the previously issued Guidelines from August 22, 1989. A copy of the amended Guidelines are attached to this Advisory.

As a reminder, all licensees must ensure that they are in compliance with the Laws of the Commonwealth of Massachusetts and that sale of alcoholic beverages take place only as authorized by applicable law. Questions concerning this Advisory can be directed to Ralph Sacramone, Executive Director of the Massachusetts Alcoholic Beverages Control Commission at (617) 727-3040 x 731.

(Issued August 6, 2015)



*Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114*

Deborah B. Goldberg
Treasurer and Receiver General

Kim S. Gainsboro, Esq.
Chairman

**GUIDELINES FOR EXTENSION OF PREMISES TO
PATIO AND OUTDOOR AREAS**

1. Alcoholic beverages cannot be served outside of a licensed establishment unless and until an application to extend the licensed premises has been approved.
2. An application to extend the premises must describe the area in detail, including dimensions, seating capacity, and maximum occupancy.
3. The premises must be enclosed by a fence, rope, or other means to prevent access from a public walkway.
4. The outdoor area must be contiguous to the licensed premises with either (a) a clear view of the area from inside the premises, or, alternatively (b) the licensee may commit to providing management personnel dedicated to the area.
5. The applicant must have a lease or documents for the right to occupy the proposed area.
6. The licensing authorities should consider the type of neighborhood and the potential for noise in the environs.
7. Preferred are outdoor areas where alcohol is served to patrons who are seated at the tables and where food is also available.

Inter-Municipal Agreement

Longmeadow - East Longmeadow Public Health Partnership

THIS AGREEMENT dated as of this the ___ day of _____ (The agreement) is entered in to by and between the municipalities of Longmeadow and East Longmeadow (“jointly, the Municipalities”).

WHEREAS, M.G.L.c.40 4A, as amended, authorizes the chief executive of a city or town to enter into agreements with one or more municipalities and other governmental units to jointly perform services and share costs which any one of them is authorized to perform;

WHEREAS, Boards of Health for the Municipalities are mandated to prevent disease and enforce public health laws and regulations;

WHEREAS, Boards of Health desire to equitably, efficiently and consistently promote, protect, and preserve the Public Health as well as improve public health capacity and access to trained and experienced public health professionals in order to improve services and meet public health needs;

WHEREAS, the East Longmeadow Town Council and the Longmeadow Select Board support the creation of regional coordination and cooperation between the above-named communities; and

WHEREAS, each party to this agreement has obtained authority to enter into this Agreement pursuant to M.G.L. c. 40, s.4A; The Municipalities have obtained local authorization for this joint undertaking as attested to by certified copies thereof. In addition, the Board of Health of each Municipality has recommended approval of this agreement.

NOW, THEREFORE, the parties, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follow agree to be part of the Longmeadow-East Longmeadow Public Health Partnership (**The Partnership**):

1. **Term** – This agreement will have an initial three (3) year term and will automatically renew each year unless one of the municipalities gives notice of withdrawal pursuant to Section 11 below.
2. **Amendments** – This agreement may be from time to time amended only in writing and agreement by both parties when signed by all member municipalities duly authorized thereunto.
3. **Entity** – In this agreement, the Towns of East Longmeadow and Longmeadow are agreeing to form the “**Longmeadow –East Longmeadow Public Health Partnership**”.
4. **Governance** – The Health Director of **The Partnership** will be subject to the roles and responsibilities set forth in this Section and Section 7 Health Direction Position Description.
 - 4.1 The Health Director will provide reports directly to both the Town Manager for Longmeadow and the Town Manager for East Longmeadow and also provide monthly reports to the Boards of Health in both communities.

- 4.2 The organizational chart of **the Partnership** is attached and located in Appendix A.
 - 4.3 The Town Managers will jointly establish operational mandates, goals and objectives with and for the Health Director on an ongoing basis.
 - 4.4 The Health Director will provide administrative support to the Longmeadow Board of Health and the East Longmeadow Board of Health.
 - 4.5 On a quarterly basis, the Chairs of the Boards of Health will meet with the Health Director and the Town Managers, or their designee, to review the performance of the Partnership.
 - 4.6 In addition, the Boards of Health will meet jointly annually to discuss goals and objectives for **the Partnership**.
 - 4.7 The Health Director during an emergency situation will regularly report to the Town Managers and other town leaders as appropriate.
5. **Host Municipality** – The Town of East Longmeadow, acting as the host municipality, shall be the fiduciary agent and appointing authority, subject to conditions in Section 5.2, for the Partnership. The host municipality shall perform the following duties;
- 5.1 Enter into contracts for goods and services and follow appropriate purchasing rules and regulations for the Town of East Longmeadow and the Commonwealth of Massachusetts.
 - 5.2 Appoint the Health Director who shall manage The Partnership as described in this document. This appointment is subject to review within 30 days by the Longmeadow Town Manager and after consultation with the Boards of Health for Longmeadow and East Longmeadow.
 - 5.3 Appoint all other employees required to provide proper Health Department services.
 - 5.4 All Health Department personnel in Longmeadow and East Longmeadow shall be considered employees of the Town of East Longmeadow and will be managed by the Director of the Partnership. Except during the transition period of July 1, 2020 – January 1, 2021 where the Longmeadow Director will remain an employee of the Town of Longmeadow.
 - 5.5 Compensation rate schedules, benefits, retirement benefits, workman’s compensation, salaries and other employee related costs for department/partnership personnel shall be set by the Town of East Longmeadow acting as the host community.
 - 5.6 Maintain insurance(s) required by law
 - 5.7 Apply for grants for **The Partnership**
 - 5.8 Maintain appropriate records, including but not limited to budget, operations, salaries, general programs and mandated programs, and guarantee all mandated roles and responsibilities are achieved.
 - 5.9 Dispute Resolution – If a dispute arises between the Communities pertaining to the governance, operations or personnel for the Longmeadow-East Longmeadow Shared Health Partnership the communities will first try to resolve the dispute through the efforts of their Town Managers.
 - 5.10 Should there be any unforeseen incidental or other costs incurred by or for **The Partnership**, the host municipality shall be properly reimbursed by the town of Longmeadow within 30 days.
 - 5.11 Town Health Department assets owned by the both municipalities will become shared assets effective the date of this agreement to allow the Partnership to best meet all public health needs. All newly acquired shared assets will be identified in a separate document.

- 6. Cost Allocation and Assessment** – The budget for **The Partnership** will be developed and managed by the Health Director in accordance with Section 8 - Annual Budget
- 6.1 For the purposes of this agreement, the costs of **The Partnership** shall include public health services that are provided by the Health Departments in both municipalities.
 - 6.2 The member Towns will on an annual basis will, review and evaluate the cost sharing arrangement of **The Partnership**
 - 6.3 The Town of Longmeadow will pay the Town of East Longmeadow the previously negotiated annual assessment, which will cover its share of personnel and operating costs and fees associated with the operation of **The Partnership**.
 - 6.4 The annual assessment shall be paid in two annual installments by the Town of Longmeadow to the Town of East Longmeadow on or before August 1 and on or before February 1.
- 7. Health Director Position Description** – This position is responsible for organizing, directing, and supervising all operations of **The Partnership**.
- 7.1 This position will provide reports to the Town Managers for each town regarding the status of the work being done, community needs, and the state of the success or challenges of the shared service model arrangement.
 - 7.2 The Health Director performs highly responsible and complex administrative, technical, educational and inspection work in planning and managing **The Partnership**. This includes public health programs and enforcement of public health laws and regulations in accordance with local, state and federal law; specifically, the interpretation, implementation, and enforcement of the Code of Massachusetts Regulations, individual Board of Health Regulations, Massachusetts General Laws and Town Bylaws pertaining to all aspects of Public Health.
 - 7.3 This position also provides administrative support to each Board of Health, preparing, presenting, and guiding the appointed board members, and carrying out the policy and programming requested by the Board and attend at least one monthly meeting per Board. The Director will also prepare for and attend meetings of the Town Boards of Health as requested.
 - 7.4 Develops annual operating budget(s) for both Boards of Health and for **The Partnership** within established parameters set by the Town Managers.
 - 7.5 Coordinates and monitors all appropriate grants and ensures grant funds are transferred and available when needed and ensures that **The Partnership** observes strict grant management guidelines as set forth by the Commonwealth.
- 8. Annual Budget** - It is required that the Annual Budget for **The Partnership** be developed, including all municipal assessments, and be prepared in a timely manner in order to meet the financial evaluation and fiscal expectations of the member communities. The Annual Budget request for the next year for the Partnership shall be delivered to the Towns by January 1 or in accordance with each Town's annual budget preparation process of any given year and the budget and or assessment must be approved by all member Communities for the budget to be valid for the subsequent fiscal operating year.
- 9. Annual Reporting** – The Health Director will be responsible for preparing and submitting all reports required by applicable federal, state, and local requirements.

- 9.1 The Health Director will prepare and submit a detailed Annual Report, of each year, describing the fiscal and operational performance and include an inventory of assets of the Partnership, to the Boards of Health by January 31st of each year.
- 10. Transition** – The current Health Directors of Longmeadow and East Longmeadow will develop a transition plan that shall be approved by the Town Managers of both municipalities. This transition plan shall be completed on or before December 31, 2020.
- 11. Withdrawal** – Any municipality may withdraw from and terminate its participation in this agreement upon the provision of at least one (1) fiscal year's prior written notice to the other municipalities. No such termination shall affect any obligation of indemnification or contractual obligation that may have arisen hereunder prior to such termination. Upon termination the terminating municipality shall be solely responsible for the provision of public health services for the benefit of that municipality. If additional communities join **The Partnership** pursuant to Section 11 of this agreement, termination or withdrawal by one or more of the municipalities shall not invalidate this agreement for the remaining municipalities. Each Community will be responsible for all legal and financial obligations created while being a member of the Shared Health Partnership and no such termination shall affect any obligation of indemnification or contractual obligation that may have arisen hereunder prior to such termination. Including but not limited to any cost incurred from outside company to assist with termination, OPEB or retirement.
- 12. Addition of New Members** – New member communities may be added to the Partnership in accordance with the process listed below.
- 12.1 An interested community should submit a letter of interest to the Director of the Partnership.
- 12.2 The Director will perform an initial assessment of the interested Town's Public Health needs and make a recommendation to the Boards of Health within the Partnership.
- 12.3 Each Board of Health will take a vote on allowing the additional community to join. In the event of a disagreement, the Town Managers will make the decision.
- 12.4 Additionally, there will be a one-time non-refundable minimum entry fee, which will be determined by the Health Director for **The Partnership**, of which 50% will go towards the new Communities Annual assessment upon successful entrance into **The Partnership**. The intent of the fee is to cover the costs incurred by the Partnership to extend services to the new member Community.
- 13. Indemnification** – Longmeadow and East Longmeadow separately agree to indemnify each other including all of their respective officials, officers, employees, agents, servants and representatives, from and against any claim arising out of their duties performed or promised in accordance with this agreement. Longmeadow and East Longmeadow further agree to indemnify each other for any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission of the indemnifying party related to this agreement. As to any claim or occurrence, the expressed indemnification set forth above shall be town-specific: East Longmeadow's obligations shall be limited to work performed in East Longmeadow; Longmeadow's obligations shall be limited to work performed in Longmeadow.

14. Assignment – Neither party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligation hereunder, without the prior written consent of the other.

15. Severability – If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the applicability of such provision, to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provisions were not contained herein.

16. Waiver - The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

17. Complete Agreement – This agreement constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all prior agreement and understanding. There are no other agreement or understanding between the parties concerning the subject matter hereof, Each party acknowledges that it has not relied on any representations by the other party or for whose actions the other party is responsible, other than the express, written representations set forth herein.

In WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first written above.

By _____
Lyn N. Simmons Town Manager,
Town of Longmeadow
Date _____

By _____
Mary E. McNally Town Manager,
Town of East Longmeadow
Date _____

5/19/2020

All attachments listed below are considered to be part of this document;

Attachment A: Longmeadow – East Longmeadow Shared Health Partnership List of Employees

Appendix A

Longmeadow – East Longmeadow Shared Health Partnership Employees Starting January 1, 2021

- **All positions are shared equally by the participating communities**
- **The Partnership employee list can only be amended by agreement of the participating Communities**

Health Director

Lead Health Inspector

Inspector

Administrative Assistant

Office Clerk

Public Health Nurse