



TOWN OF MONTEREY
435 Main Rd. P.O. Box 308
Monterey, MA 01245

CONTRACT

On this ____ day of _____, 2023 by and between the **TOWN OF MONTEREY** ("the Town") and **BRIAN FAHEY, CHIEF OF POLICE** ("the Chief" or "Chief of Police") enter into the following contract pursuant to Massachusetts General Laws Chapter 41, section 108O, as amended.

WHEREAS, the **TOWN OF MONTEREY** is desirous of securing the services of the Chief in the administration of the Monterey Police Department ("the Department"); and

WHEREAS, the Chief wishes to perform the duties of the position of the Chief of Police as provided herein and subject hereto;

NOW, THEREFORE, the Select Board, acting as the chief executive officer of the Town, and the Chief hereby agree that the following terms and conditions as stated herein and subject to the statutory references that shall be incorporated into this contract.

LENGTH OF CONTRACT

~~The initial term of this Contract shall be for a two (2) and a half year term commencing **January 1, 2023 through June 30, 2026**. Extension beyond June 30, 2026 will require a new contract. Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than nine (9) months prior the end of its initial or any extended terms, this contract shall automatically be extended on the then applicable terms and conditions for an additional one (1) year period~~

COMPENSATION

~~The CHIEF OF POLICE, an FLSA and Massachusetts Wage Act exempt position, shall receive the sum of **\$42,544.50** for the first six (months) and thereafter the same annual salary of **\$85,089.00** as salary for the 6-month term first year plus a cost of living adjustment for future fiscal years of this Contract, and shall receive at least the same number of sick days, vacation days, holiday pay, uniform, cleaning allowance, and all other benefits as do exempt full-time employees of the TOWN OF MONTEREY. In addition, the provisions of M.G.L. Ch. 147, Sec. 17F (attached hereto), shall apply. The CHIEF shall receive on call pay for coverage from 12:00AM-8:00AM@ the rate of \$100.00/week for each week of coverage.~~

~~In each succeeding year of this Contract At the beginning of each fiscal year, the Chief shall receive the same salary as stated above plus: (i) any annual increase cost of living adjustment approved by the Town for Department Heads / Non-Collective Bargaining Unit Employees; or (ii) any percentage increase~~

Commented [jm1]: Donna, can you please check this reference to law and advise us if it is appropriate?

Commented [DB2R1]: Yes, this is the correct citation

Commented [jm3]: Donna, the compensation section is more complicated since we are trying to align increases with the fiscal year rather than the calendar year. Does this wording work?

Commented [DB4R3]: See if this works, Justin

Commented [DB5]: It is unclear to me if this is part of his salary and subject to annual increase or compensation outside of salary and thus doesn't change

~~received by any of the regular police officers of any rank for the Town in each of said years, whichever is greater.~~

The CHIEF OF POLICE agrees that because this is his primary employment he will not become employed in any position which would impact in an adverse manner upon this responsibility or which would constitute a conflict of interest or violation of the ethics laws.

DUTIES

The CHIEF shall have all the powers given to him under this ~~Agreement~~Contract or otherwise assigned to him from time-to-time by the Select Board.

His duties shall include but not be limited to the following:

1. The CHIEF shall supervise the daily operation of the Police Department.
2. The CHIEF shall supervise all departmental personnel.
3. The CHIEF shall prepare the Police Department annual budget and submit the proposed annual budget to the Select Board, the Finance Committee, and the Town Administrator.
4. The CHIEF shall give reports to the Town Administrator in writing when requested, or at a minimum quarterly (four times per year).
5. The CHIEF shall be responsible for all departmental expenditures, disbursements and collected funds in accordance with the laws and statutes of the Commonwealth of Massachusetts and the Bylaws of the TOWN OF MONTEREY.
6. The CHIEF shall supervise and be in charge of all equipment and property used by the Police Department, including vehicles belonging to the Police Department of the TOWN OF MONTEREY.
7. The CHIEF shall establish uniform specifications for the Police Department. Such uniform specifications shall specify the items that constitute the uniform, as well as the grade, quality and/or number of units of each uniform item so specified.
8. The CHIEF shall establish weapons and ammunition specifications for the Police Department. The officers of the Department shall carry only those weapons and ammunition as authorized by the CHIEF OF POLICE.
9. The CHIEF shall be in charge of all fulltime, part-time, reserve/intermittent, and special police officers in the TOWN OF MONTEREY. The CHIEF shall meet with them on a regular basis.
10. The CHIEF shall be responsible for encouraging and allowing for the professional growth, development, education and training of all other police officers on the Police Department.
11. The CHIEF shall be in charge of and responsible for the carrying out of all programs sponsored or hosted by the Police Department, including but not limited to training programs for departmental personnel, safety programs for elementary-school children, and "Neighborhood Watch" programs.
12. The CHIEF shall be responsible for and have the power to maintain the discipline of the departmental personnel, the assignment to shifts and duties of all departmental personnel, and shall have all the powers as to discipline conferred upon Chiefs of Police by statute in this Commonwealth.

13. The CHIEF shall be available for hearings before any Board of the Town at which the Police Department is required to appear. The CHIEF shall attend all Annual Town Meetings, and Special Town Meetings when necessary.
14. The CHIEF shall perform the duties of the Animal Control Officer.
15. The CHIEF shall perform the duties of the Harbor master.
16. The CHIEF shall be in charge of the Black Board Connect mass notification system.

In addition to the foregoing, the duties of the CHIEF shall also include those stated in the job description of the CHIEF attached hereto as **Exhibit A** and incorporated by reference herein.

Commented [jm6]: Donna, what would be the process for changing the job description during the term of this contract? Would it be any different because of this provision?

Commented [DB7R6]: I'm not sure what would be in this Exhibit A, Justin. Either all of his job duties should be in the body of the Contract or all moved to the Exhibit, not split between the 2 like this. If you just want to have the ability to add to his duties, you can do so under the opening paragraph of this section that gives the SB the authority to direct him beyond the recited duties. If you want to take duties away, the current contract language would require amending the contract. Let me know if you want to be able to remove duties unilaterally.

HOURS OF WORK

1. The CHIEF agrees to devote that amount of time and energy which is reasonably necessary for the CHIEF to faithfully perform the duties of the CHIEF OF POLICE under this Contract.
2. The CHIEF agrees to work at least forty hours per week for the TOWN OF MONTEREY, including his responsibilities as the on-duty patrol officer.
3. Policing is a twenty-four hour, seven day a week operation and because of the serious nature and sensitivity of the work, it is recognized that the duties of the CHIEF OF POLICE will require that he schedule himself to work those hours necessary to accomplish the responsibilities of the position. These hours will require time outside of normal office hours, and as a result, the CHIEF OF POLICE may adjust his normal office hours accordingly as he deems appropriate such that the CHIEF reasonably determines it will least adversely impact Departmental operations.

INSURANCE

The TOWN OF MONTEREY agrees to furnish at its expense professional liability insurance for the CHIEF OF POLICE with liability limits of \$1 million per occurrence/\$3 million annual aggregate.

INDEMNIFICATION

Subject to the terms and provisions of M.G.L. c. 258, § 9 and all other applicable law, the TOWN shall defend, save harmless and indemnify the CHIEF OF POLICE against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as CHIEF OF POLICE, even if said claim has been made following his termination from employment, provided that the CHIEF OF POLICE acted within the scope of his duties. Subject to the provisions of said statute, the TOWN shall pay the amount of any settlement or judgment rendered thereon. The TOWN may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the CHIEF OF POLICE. The TOWN shall reimburse the CHIEF OF POLICE for any reasonable attorneys' fees and costs incurred by him in connection with such claims or suits involving him in his professional capacity. This section shall survive the termination of this AgreementContract.

PROFESSIONAL DEVELOPMENT

1. The TOWN OF MONTEREY recognizes its obligations to the professional development of the CHIEF OF POLICE and agrees that the CHIEF OF POLICE shall be given adequate opportunities to

develop his skills and abilities as a law-enforcement administrator; accordingly, the CHIEF OF POLICE will be allowed to attend the ~~International Association of Chiefs of Police conference, the~~ New England Association of Chiefs of Police Conference, and the Massachusetts Chiefs of Police Association conference and will be reimbursed by the TOWN for reasonable expenses incurred while attending or traveling to the conference. The TOWN also agrees to budget and pay for travel and subsistence expenses of the CHIEF OF POLICE for short courses, institutes and seminars that, in his reasonable judgment and as approved by the Select Board, are necessary for his professional development.

2. The TOWN agrees to budget and pay for professional dues and subscriptions related to the professional growth, development, education and training of the CHIEF OF POLICE, as approved by the Select Board, including but not limited to the ~~International Association of Chiefs of Police, the~~ New England Association of Chiefs of Police, the Massachusetts Chiefs of Police Association, and the applicable regional Massachusetts Police Chiefs Association.

AUTOMOBILE

1. ~~The TOWN shall provide a police vehicle for unrestricted and but~~ exclusive use by the CHIEF OF POLICE and all attendant operating and maintenance expenses and insurance. This vehicle is to be used only by the CHIEF OF POLICE and only in connection with the performance of his duties as CHIEF OF POLICE, including commuting to and from work. It shall be equipped with all emergency equipment necessary and appropriate for response by the CHIEF OF POLICE to emergency calls or calls for police assistance. ~~The CHIEF shall be permitted to use said vehicle for personal reasons, and during off duty hours, since the CHIEF is "on call" in the event of an emergency. The CHIEF shall be exempt from being assessed a vehicle fringe benefit value pursuant to Internal Revenue Service regulations.~~
2. The CHIEF OF POLICE may upon mutual agreement of both parties use his own private automobile for his use as CHIEF OF POLICE. The TOWN shall pay all allowable and appropriate expenses for such vehicle use.

Commented [jm8]: Donna, the Select Board is willing to offer to have the Police Chief take the cruiser home, but not use it for personal reasons. The Police Chief could derive it home and to regularly scheduled police work or emergency police calls, but not for haircuts, dinner, etc. Does this wording achieve that?

Commented [DB9R8]: I've amended it to limit his use of the vehicle.

DISCIPLINE AND DISCHARGE

During the term of this Contract, the CHIEF OF POLICE may only be disciplined for just cause upon proper notice and hearing. Just cause for the purposes of this Contract means willful breach or habitual neglect of his duties, or an act of moral turpitude, gross negligence, willful misconduct, willful misfeasance, or material breach of this Contract. The principles of progressive discipline is generally applicable, but the TOWN reserves the right to terminate the CHIEF OF POLICE's employment without the imposition of prior discipline if circumstances warrant.

The TOWN may terminate the contract with the CHIEF at any time prior to the expiration of the term of the Contract and only for just cause. The TOWN shall institute discipline or removal proceedings in the following manner:

1. Termination or discipline will be by notice and hearing as required by law. At least ten (10) business days prior to any hearing, as referred to below in subparagraph 2, the CHIEF OF POLICE shall be provided in writing with the charge(s) made against him, and the evidence which supports

said charges, in such specificity so that the CHIEF OF POLICE may understand and prepare his defense.

2. After ten (10) business days following delivery and receipt of the charges and specifications, as described above in subparagraph 1, on a specific date and time and at a place specified in the written notice, the Select Board will conduct a hearing, and the CHIEF OF POLICE will be given an opportunity to respond to the charges. The hearing will be public or private at the discretion of the CHIEF OF POLICE. The subject matter to be presented at the hearing shall be only those charges as were specifically detailed in the written notice to the CHIEF OF POLICE in accordance with subparagraph 1 above. During the hearing, the CHIEF OF POLICE shall have the right to be represented by a representative of his choosing, to question, confront and cross-examine witnesses, to introduce evidence and to conduct oral arguments. In its decision, the Select Board shall consider only those facts which were presented at the hearing and shall make its findings of fact based upon a preponderance of the evidence presented. The CHIEF OF POLICE shall be provided with a written notice of the findings and decision of the Select Board and such notice shall include the relevant facts and reasons for their findings.

~~3. The Chief may appeal any discipline, discharge, or non-reappointment to a single arbitrator subject to the Labor Arbitration Rules of the American Arbitration Association with the cost of this arbitration parties shall mediate any decision with which the Chief disagrees before a challenge may be filed with the Berkshire County Superior Court. The mediator shall be agreed to by both parties, with the cost to be shared equally by both parties. The Chief may appeal any decision upheld by the arbitrator to any superior court having jurisdiction. The superior court shall have jurisdiction of any petition for writ of mandamus for reinstatement of the Chief if he alleges that he has been improperly suspended or discharged. In the event of the suspension or discharge of the Chief, if the arbitrator, or the superior court shall reverse a suspension or discharge and order that the Chief be reinstated to duty, the Chief shall be entitled to back pay, benefits, and counsel fees.~~

Should the CHIEF OF POLICE resign his position at any time prior to the expiration of the term of this Contract, he shall notify the Select Board in writing. If the CHIEF OF POLICE is leaving office due to retirement, he shall provide the TOWN with one year (365 days), or a lesser amount of time as determined by the Select Board, to allow the Town to consider the appointment of a replacement. Termination by the CHIEF OF POLICE for any other reason will require a minimum of ninety (90) days' prior notice, or such lesser time as is agreed to by the Select Board.

VACATION

1. The Chief is entitled to four (4) weeks of vacation time per fiscal year, a week as defined in the Employee Manual, prorated for the duration of this contract, and subject to previous vacation accrual during his employment with the Town.
2. Upon retirement of the CHIEF OF POLICE, in addition to all other benefits, the CHIEF OF POLICE shall be entitled to be paid for unused prorated vacation time in accordance with the established policy for Town employees.
3. Prior to taking any vacation leave by the CHIEF OF POLICE, the CHIEF OF POLICE shall advise the Town Administrator of the name of the Officer-in-Charge of the Police Department for the period of the vacation leave.

BEREAVEMENT LEAVE

The Chief shall be permitted up to five (5) consecutive working days of paid leave to attend the funeral of any immediate family member. Immediate family is defined as spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, stepparent, stepchild, or significant other, subject to request for leave procedures as outlined in the Employee Manual.

PAID DETAILS

The Chief shall be allowed to work paid details under the following conditions:

1. The number of detail hours shall not exceed 480 hours for each year of this contract.
2. Details may be worked during normal time-off hours or during vacation time.
3. Departmental procedure for assigning details shall be followed.

MISCELLANEOUS

1. The text in this Contract constitutes the entire Contract between the parties. There are no oral or external promises, representations, or understandings between the parties regarding employment of the CHIEF OF POLICE by the TOWN.
2. No change or modification of this Contract shall be valid unless it is in writing and signed by both of the parties.
3. Notices pursuant to this Contract shall be given either by USPS first-class mail, certified mail, or by email, addressed as follows:

TOWN: Chair of the Select Board
435 Main Rd.
P.O. Box 308
Monterey, MA 01245

CHIEF OF POLICE: Brian Fahey
[address]

4. This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.
5. If any provision of this Contract is declared or found to be illegal, unenforceable, or void by a court of competent jurisdiction, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

SIGNED at the Town of Monterey, Berkshire County, Massachusetts, on the day and year first above written.

MONTEREY CHIEF OF POLICE:

MONTEREY SELECT BOARD:

Brian Fahey

Justin Makuc, Chair

Susan Cooper

Scott Jenssen

- Part I** ADMINISTRATION OF THE GOVERNMENT
- Title XX** PUBLIC SAFETY AND GOOD ORDER
- Chapter 147** STATE AND OTHER POLICE, AND CERTAIN POWERS AND DUTIES OF THE OFFICE OF PUBLIC SAFETY AND INSPECTIONS OF THE DIVISION OF PROFESSIONAL LICENSURE
- Section 17F** POLICE CHIEFS; WORKING ON HOLIDAYS; ADDITIONAL PAY

Section 17F. If the superintendent of police in the city of Lowell, the city marshal in the cities of Newburyport and Salem, or the chief of police in any other city or town, is on duty at any time on January the first, July the fourth or Christmas day, or the day following when any of said days occurs on Sunday, or the third Monday in February, the third Monday in April, the last Monday in May, the first Monday in September, the second or fourth Monday in October or Thanksgiving day, he shall be granted an additional day's pay.

January 18, 2023

Town of Monterey Select Board
Monterey Town Hall
435 Main Road
Monterey, MA 01245

RE: Monterey Community Center Pavilion Proposal

Dear Select Board Members:

On behalf of the Monterey Community Center Program Committee, we offer our comments concerning the joint Scope of Services proposal dated December 21, 2023 and offered by Foresight Land Services and EDM for the construction of a pavilion at the Monterey Community Center.

We have reviewed the documents with the intent to suggest that the Select Board negotiate the proposed Scope of Services in an effort to achieve overall project cost savings and increased project efficiencies.

We believe that savings may be achieved by reducing the scope of architectural Construction Documents to design the foundation and slab. We understand that many pavilion manufacturers can provide their own construction documents with a Massachusetts seal, and basically provide turnkey service from slab up. The pavilion can be bid from a descriptive performance specification establishing design parameters that that the town will develop. We also believe that less than the proposed bid review and construction administration services offered by the firms will be required, but since these are estimates that will be billed hourly, those amounts are not fixed. Thirdly, since the septic system is new and fully documented as far as basis of design, an analysis is not required.

Finally, we recommend that the overall project approach of the proposed Scope be broken into phases, namely: Phase I - Engineering and Phase II - Construction further broken down into 1) excavation / foundation /finish grading 2) pavilion construction with the "kit" being designed manufactured off site, and 3) electrical work. We would be happy to work on developing those specifications.

We thank the Select Board for your consideration of our comments and suggestions.

Respectfully submitted,

Monterey Community Center Program Committee



Town of Great Barrington

Town Manager Performance Evaluation Evaluation

period of May 2021 through March 2022

Selectboard Member's Name

Each member of the Selectboard should complete this evaluation form, sign it in the space below, and return it to the Selectboard Chair. Evaluations will be summarized and included on a future Selectboard meeting.

Selectboard Member's Signature

Date Submitted

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the Town manager's performance.

- 5 = Excellent (almost always exceeds the performance standard)
- 4 = Above average (generally exceeds the performance standard)
- 3 = Average (generally meets the performance standard)
- 2 = Below average (usually does not meet the performance standard)
- 1 = Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the Selectboard to the Town manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

Diligent and thorough in the discharge of duties, "self-starter"

Exercises good judgment

Displays enthusiasm, cooperation, and will to adapt

Mental and physical stamina appropriate for the position

Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 **score for this category**

2. PROFESSIONAL SKILLS AND STATUS

Maintains knowledge of current developments affecting the practice of local government management

Demonstrates a capacity for innovation and creativity

Anticipates and analyzes problems to develop effective approaches for solving them

Willing to try new ideas proposed by Selectboard members and/or staff

Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 **score for this category**

3. RELATIONS WITH ELECTED MEMBERS OF THE SELECTBOARD

Carries out directives of the body as a whole as opposed to those of any one member or minority group

Sets meeting agendas that reflect the guidance of the Selectboard and avoids unnecessary involvement in administrative actions

Disseminates complete and accurate information equally to all members in a timely manner

Assists by facilitating decision making without usurping authority

Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 **score for this category**

4. POLICY EXECUTION

Implements Selectboard actions in accordance with the intent of council

Supports the actions of the Selectboard after a decision has been reached, both inside and outside the organization

Understands, supports, and enforces local government's laws, policies, and ordinances

Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness

Offers workable alternatives to the Selectboard for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 **score for this category**

5. REPORTING

Provides regular information and reports to the Selectboard concerning matters of importance to the local government, using the Town charter as guide

Responds in a timely manner to requests from the Selectboard for special reports

Takes the initiative to provide information, advice, and recommendations to the Selectboard on matters that are non-routine and not administrative in nature

Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience

Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal 0 $\div 5 = 0.00$ **score for this category**

6. CITIZEN RELATIONS

Responsive to requests from citizens

Demonstrates a dedication to service to the community and its citizens

Maintains a nonpartisan approach in dealing with the news media

Meets with and listens to members of the community to discuss their concerns and strives to understand their interests

Gives an appropriate effort to maintain citizen satisfaction with Town services

Add the values from above and enter the subtotal 0 $\div 5 = 0.00$ **score for this category**

7. STAFFING

Recruits and retains competent personnel for staff positions

Applies an appropriate level of supervision to improve any areas of substandard performance

Stays accurately informed and appropriately concerned about employee relations

Professionally manages the compensation and benefits plan

Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal 0 $\div 5 = 0.00$ **score for this category**

8. SUPERVISION

Encourages heads of departments to make decisions within their jurisdictions with minimal Town manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff

Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level

Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the Town manager's office

Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback

Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 **score for this category**

9. FISCAL MANAGEMENT

Prepares a balanced budget to provide services at a level directed by council

Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively

Prepares a budget and budgetary recommendations in an intelligent and accessible format

Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability

Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 **score for this category**

10. COMMUNITY

Shares responsibility for addressing the difficult issues facing the Town

Avoids unnecessary controversy

Cooperates with neighboring communities and the county

Helps the council address future needs and develop adequate plans to address long term trends

Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 **score for this category**

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period?

What performance area(s) would you identify as most critical for improvement?

What constructive suggestions or assistance can you offer the manager to enhance performance?

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period?

Southern Berkshire Ambulance, Inc.

31 Lewis Avenue Great Barrington, MA 01237
(413) 528-3632 FAX: (413) 528-5549 www.sbvas.com

January 10, 2023

Town of Monterey
Melissa Noe, Town Administrator
Monterey Town Hall
P.O. Box 308
Monterey, MA 01245

Dear Community Partner,

Since 1968, the Southern Berkshire Volunteer Ambulance Squad has been providing quality emergency medical care to the residents and visitors of the southern Berkshire County region. In the early years, our strictly volunteer personnel helped operate the agency at minimal costs supported entirely by public donations.

Through the years as the local population grew, the agency expanded to meet the continued needs. In 2014, additional personnel were hired to provide Advanced Life Support, (Paramedic Level) services. This level of service is now routine for most communities in the nation and has greatly enhanced patient's outcomes in the Berkshire communities we serve in at times of cardiac and traumatic events.

But providing this level of service has not been without challenges. Until recently, our main source of funding relies primarily on the agency's ability to invoice insurance companies for each of the patients it transports. With the funds from those reimbursements, we have been able to continue to pay our staff and cover our operational costs. May I add that more and more frequently we are transporting sick and injured individuals that lack health care insurance, so we receive absolutely nothing in return for providing life-saving care.

Today, as most of us have personally experienced, continued escalating operating costs, including fuel, medical supplies, and insurance along with a lack of increases in insurance reimbursement rates have made it more difficult for our agency to survive. On many of the calls for service we handle, our expenses exceed the amount that the insurance company will reimburse this agency.

If you ask many of your town's residents, they believe our services are supported by taxpayer dollars, much like their police and fire departments. On a few occasions in the past, the Southern Berkshire Volunteer Ambulance Squad had sought some municipal funding to cover operational costs. But those requests were made on an as needed basis, not for continual annual support.

With all of this in mind, we would like to formally request an annual appropriation from each community we serve, based on a four-year average property tax valuation of each municipality. Our formula has developed the following appropriation requests for each of our six covered towns, which would start with your Fiscal Year 2024.

TOWN	APPROPRIATION REQUEST
Alford	\$ 27,275.39
Egremont	\$ 45,144.19
Great Barrington	\$ 151,293.43
Monterey	\$ 51,669.36
Sheffield	\$ 65,825.11
Mount Washington	\$ 8,792.52

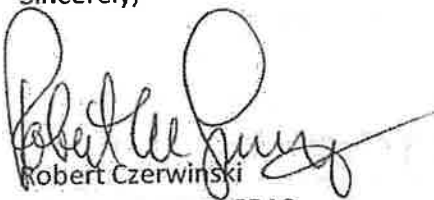
Today, town's supporting their local emergency medical services is not an unusual circumstance. Over the past few years, we have seen a growing number of Berkshire County communities, (i.e., New Marlborough, West Stockbridge, Richmond, Lanesborough & Dalton) increase their budgets to offer basic emergency medical services. And, in most cases, those increases do not include the vital paramedic services like we provide to your community.

We sincerely hope your town will consider supporting us, as we want to be here for your community's emergency medical needs. Without your assistance, our ability to continue to provide future services may be in jeopardy. We would like to be able to continue to staff two Paramedic level ambulances on a 24/7 basis. Failure to meet that goal may mean there could be some reduction in services.

Please understand that this is a new direction we must pursue. This has not been a line item in any of your community's budgets in years past. But we feel that for Southern Berkshire Ambulance to continue as the primary 911-transport service for your town we need your assistance.

We would be more than happy to meet with your community leaders to discuss any questions or concerns you may have.

Sincerely,



Robert Czerwinski
Interim Director, SBAS



James Santos
Chairman, SBAS
Board of Directors

Town	2019	2020	2021	2022	4 Yr Avg	%
Alford	41	30	34	24	32.25	1.7
Egremont	81	84	91	79	83.75	4.6
Great Barrington	1406	1364	1266	1339	1343.75	75
Monterey	57	71	68	76	68	3.8
Sheffield	251	242	253	259	251.25	14
Mount Washington	20	10	17	7	13.5	0.7
911 Totals	1856	1801	1729	1784	1792.5	

	2019	2020	2021	2022	4 Yr Total	4 Yr Avg	4 Yr %	2024 budget request	% Of budget based on calls	Diff between budget % and % of calls
Alford	2.21%	1.67%	1.97%	1.35%	129	32.25	1.80%	\$27,275.39	7.79%	5.99%
Egremont	4.36%	4.66%	5.26%	4.43%	335	83.75	4.67%	\$45,144.19	12.90%	8.23%
Great Barrington	75.75%	75.74%	73.22%	75.06%	5375	1343.75	74.97%	\$151,293.43	43.23%	-31.74%
Monterey	3.07%	3.94%	3.93%	4.26%	272	68	3.79%	\$51,669.36	14.76%	10.97%
Sheffield	13.52%	13.44%	14.63%	14.52%	1005	251.25	14.02%	\$65,825.11	18.81%	4.79%
Mount Washington	1.08%	0.56%	0.98%	0.39%	54	13.5	0.75%	\$8,792.52	2.51%	1.76%
911 Totals	100.00%	100.00%	100.00%	100.00%	7170		100.00%	\$350,000.00	100.00%	



Franklin Regional Council of Governments

TO: Collective Highway Bid Participants

FROM: Andrea Woods, Chief Procurement Officer (ph 413-774-3167 x104)
Email bids@frcog.org

RE: FY24 Budget Notice and Signatory Authorization Form

DATE: January 5, 2023

In order to consolidate the collection of information requiring Select Board / Awarding Authority review and approval, we are providing the following details for the upcoming round of Collective Highway bids.

FY 2024 Fee Structure

To assist with each municipalities' budget planning, please use the following figure for the structure of fees that will apply to the Collective Highway Bid program for FY24.

<i>Town Population</i>	<i>Fee for FRCOG Member</i>	<i>Fee for Non-FRCOG Member</i>
<500	\$1,100	\$1,300
>500 but < 1,000	\$1,800	\$1,975
>1,000 but < 5,000	\$2,850	\$3,250
>5,000 but < 20,000	\$3,100	\$3,500

(FRCOG member means municipalities in Franklin County who are all members of FRCOG and already pay assessments for FRCOG's other services.)

FY 2024 Contract Signatory

As we begin the FY24 FRCOG Collective Highway Bid process, requesting approvals and identifying key signatures that will be required later this year is an important first step. As a reminder, we will again use the DocuSign process for bid execution.

To identify the Authorized Contract Signatory for FY24 Construction Services bids, and Permission to Contract on each Participant's behalf, please carefully review the information on page 2, then complete and scan pages 3 & 4 to Andrea Woods at bids@frcog.org no later than **January 20, 2023**.

RE: (1) CONSTRUCTION SERVICES BIDS - CONTRACT SIGNATORY AUTHORIZATION
(2) MATERIALS BIDS - PERMISSION TO CONTRACT ON THE PARTICIPANT'S BEHALF

We are beginning the FY24 FRCOG Collective Highway Bid process. Thank you for your past participation in this program.

As a reminder, in FY22, we made a change related to the execution of vendor contracts for Construction Services bids. Each Municipality must electronically co-sign the Highway contracts that they have chosen to participate in via Docu-Sign. Prior years' contracts and bid specifications are available to you to review before you sign on. They can be found at <https://frcog.org/bids> or by email request.

With your Permission, FRCOG will continue to execute the vendor contracts for Materials bids on your behalf.

This process requires the following two steps:

- 1) Signed approval from your Awarding Authority (the Selectboard / Mayor's office), to name the **Authorized Contract Signatory** for the Construction Services bids for which you will be participating in and,
- 2) Acknowledgement that FRCOG may **Contract on Your Behalf** for the Materials bids.

This authorization will cover other bids you may choose to participate in during the next year including Winter Sand, Salt and Liquid, Water Treatment Chemicals, and Equipment Rental bids which will be issued throughout FY24. This does not commit you to participate in those bids or award any particular bid.

Please provide the information requested on Pages 3 and 4, sign, and return it via email to Andrea Woods at bids@frcog.org by **January 20, 2023**.

PLEASE DO NOT DISREGARD THIS REQUEST.

IF WE DON'T HAVE CONTRACT SIGNATORY INFORMATION, WE WILL BE UNABLE TO INCLUDE YOU ON THE HIGHWAY CONTRACTS EVEN THOUGH YOU HAVE PROVIDED ESTIMATES AND PERMISSION TO BE INCLUDED ON THE BIDS. The signatory may be changed if someone leaves a position or is not re-elected.

**Please scan and return Pages 3 and 4 to bids@frcog.org
by January 20, 2023.**

Franklin Regional Council of Governments Collective Purchasing Program
FY24 Fee Schedule & Permission/Authorization Form

TO: Andrea Woods, Chief Procurement Officer
FRCOG, 12 Olive Street, Suite 2, Greenfield, MA 01301

We understand that our municipality is participating in the **Franklin Regional Council of Governments Collective Highway Products and Services** Bids and Contracts for FY 2024.

CONSTRUCTION SERVICES BIDS: (please print clearly)

We authorize NAME: Jim Hunt whose title is Director of Operations for the City/Town of Monterey and whose direct email address* is dpw1@montereyma.gov and telephone number is 413-528-1734 as the official signatory for all highway construction services contracts in which we choose to participate. We understand that contract execution will be managed through DOCU-SIGN and that we will be responsible for electronically signing the contracts in a timely manner. Each participant/signatory must sign before the contract is considered Executed and no work can begin until all Participants have signed.

We understand that we have had the opportunity to preview the Contract Templates for Highway Construction for FY24, each Invitation for Bids with Specifications, and applicable Prevailing Wage Schedules at the FRCOG website at <https://frcog.org/bids> and any issues or questions about the form of contract were presented to Andrea Woods, CPO before the Bid Opening which is currently scheduled for May 11, 2023.

***Note, Docu-Sign cannot accommodate a shared email address – it must be specific to the signatory.**

MATERIALS/GOODS BIDS:

We authorize the Franklin Regional Council of Governments (FRCOG) to contract or renew contracts on our behalf and we have taken action to duly appoint the FRCOG as our agent for Materials bids which include Aggregates and Loam, Cold Patch, Geotextiles, Calcium Chloride Products, Culvert and Guardrail Products, and Hot Mix Asphalt Picked Up.

We acknowledge that FRCOG takes precautions to ensure that procured vendors or contractors have adequate insurance coverage as required by law. Nevertheless, in the event that any vendor or contractor is deemed to be an employee of our city/town for the purposes of Massachusetts Workers Compensation laws, as set forth in Massachusetts General Law (M.G.L.) c. 152, or lapses in their liability coverage, we agree to indemnify and hold harmless FRCOG from any and all claims, liabilities, assessments, costs (inclusive of attorneys' fees and costs of litigation), penalties, judgments, and awards which may be assessed against us.

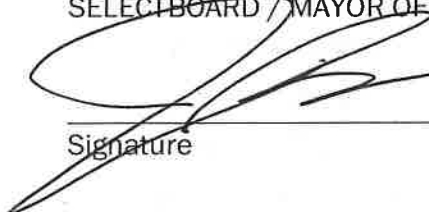
Franklin Regional Council of Governments Collective Purchasing Program
FY24 Fee Schedule & Permission/Authorization Form

We agree to abide by M.G.L. c. 30b and c. 30, §39M for the purposes of procuring additional highway products and services, and will not engage in any activity in violation of Massachusetts ethics laws.

Municipalities may not concurrently contract for the same service from multiple collectives (i.e. BRPC, state OSD contracts). A choice must be made before executing the contract.

All financial obligations to vendors and contractors as a result of these agreements are the full responsibility of our city/town and not the FRCOG.

SELECTBOARD / MAYOR OF THE TOWN / CITY OF: Monterey



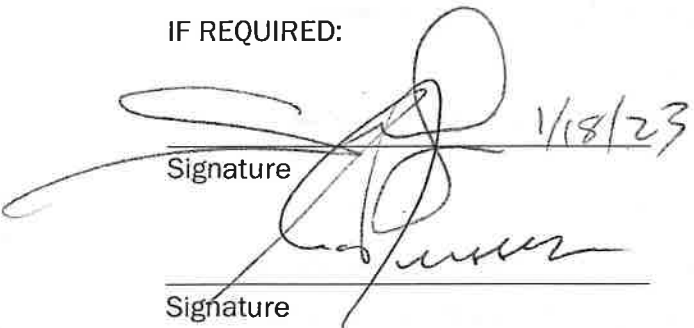
Justin Maker

Signature

1/18/23

Date

IF REQUIRED:



Signature

Signature

Signature

Signature

Please return pages 3 and 4 of this form by January 20, 2023

You may scan/email it to bids@frcog.org or mail to

FRCOG, 12 Olive Street, Suite 2, Greenfield, MA 01301

THANK YOU!

A list of the Collective Highway Bids by number is attached. For reference, more information can be found on our website at <https://frcog.org/bids/>

Franklin Regional Council of Governments Collective Purchasing Program
FY24 Fee Schedule & Permission/Authorization Form

Type of Product or Service

Products

- H1 Aggregates and Loam
- H2 High Performance Cold Patch
- H3 Geotextiles
- H4 Calcium Chloride Product
- H5 Culvert Products
- H6 Guard Rail Products
- H7 Hot Mix Asphalt (FOB) Picked Up

- W-1 Winter Sand
- W-2 Winter Salt and Treated Winter Salt
- W-3 Winter Liquid Pretreatment

Services

- H9A Highway Line Painting-Ch 90
- H9B Highway Line Painting – Rubber – Not Ch 90
- H10 Guard Rail Installed
- H11A Crack Seal Applied
- H11B Microsurface, Fog Seal & Cape Seal Applied
- H12 Calcium Chloride Applied
- H13 Stone Seal Applied
- H14 Rubberized Chip Seal Applied
- H15A Hot Mix Asphalt Applied – Roadways
- H15B Hot Mix Asphalt Applied – Parking Lots, Driveways, Playgrounds
- H16 Liquid Asphalt Applied
- H17 Asphalt Reclamation
- H18 Bonded Wearing Course Applied
- H19 Hot in Place Recycling
- H20 Cold Planing and Milling
- H21 Cold In Place Recycling
- H22 Tree Work
- H23 Catch Basin Cleaning (Option to exercise 3rd and final renewal year in FY24)

Includes Highway Equipment and Operator Rental Contract
And
Water Treatment Chemicals

Town of Monterey
Policy Statement

10c

REQUEST TO USE LEGAL COUNSEL – FORM

Prior to completing this form, please check this box to confirm that you are familiar with the Town's policy for Contacting Town Counsel: <input checked="" type="checkbox"/>
Name: Melissa Noe
Department/multimember group: requesting for the COA
If multimember group, was this request approved by group at a meeting?
Date submitted: 1/18/23
Requesting contact with: <input checked="" type="checkbox"/> Town Counsel <input type="checkbox"/> Special Counsel
Form of questions: <input checked="" type="checkbox"/> Written questions via email <input type="checkbox"/> Phone conversation <input type="checkbox"/> Other:
Description of legal services needed/issue faced (attach written questions if applicable and/or explanatory documentation): I have been asked find out if the COA withdraws from the senior van transportation with the Town of GB and decides to offer their own using volunteers and the volunteers vehicles if we will be required to have wheelchair accessible option? I already have the response from MIIA on insurance coverages needed. <i>also the community center pavilion procurement</i>
Is this matter time sensitive? If so, please explain: No
Is this matter confidential/subject to attorney-client privilege? If so, please explain: No

REQUEST: Approved Denied

<u>1/18/23</u>	
Date	Select Board, Chair
<u>1/18/23</u>	
Date	Select Board
_____	_____
Date	Select Board

For use by Select Board Chair (or alternate Counsel Liaison) if request is reviewed by less than a majority of the Select Board. I deem this matter to be: Time sensitive Confidential

Town of Monterey
Policy Statement

REQUEST TO USE LEGAL COUNSEL – FORM

Prior to completing this form, please check this box to confirm that you are familiar with the Town's policy for Contacting Town Counsel: <input checked="" type="checkbox"/>
Name: DAVID MYERS
Department/multimember group: BYLAW REVIEW COMMITTEE
If multimember group, was this request approved by group at a meeting? YES
Date submitted:
Requesting contact with: <input checked="" type="checkbox"/> Town Counsel <input type="checkbox"/> Special Counsel
Form of questions: <input checked="" type="checkbox"/> Written questions via email <input type="checkbox"/> Phone conversation <input type="checkbox"/> Other:
Description of legal services needed/issue faced (attach written questions if applicable and/or explanatory documentation): REVIEW OF COMMITTEE'S WORK AS TO LEGALITY & FORM
Is this matter time sensitive? If so, please explain: NO
Is this matter confidential/subject to attorney-client privilege? If so, please explain: NO

REQUEST: Approved Denied

1/18/23	
Date	Select Board, Chair
1/18/23	
Date	Select Board
	
Date	Select Board

For use by Select Board Chair (or alternate Counsel Liaison) if request is reviewed by less than a majority of the Select Board. I deem this matter to be: Time sensitive Confidential



8 Town Regional School District Planning Board

GET THE FACTS. BE INFORMED. YOU DECIDE.

Here is our most recent update (January 2023):

Merger Model under Consideration: In April, the 8 Town Board voted (16 to 6) to continue to develop the merger model recommended by our research team – merging the Berkshire Hills Regional School District and the Southern Berkshire Regional School District into a single preK-12 district, maintaining the existing elementary and middle schools as they are, but creating a new merged 9-12 high school to be built on the Great Barrington campus.

Transportation Report: We received an encouraging report from our outside transportation consultant about the effect any merger would have on student transportation. The two questions we have heard most often are:

“Would most students be spending longer times on the bus?”

“Would the cost of transportation increase significantly with a merger?”

The answer to both questions is “No,” according to our transportation expert, Richard Labrie. With a merger and a move to a common bell schedule, new routes could be designed so student time on bus would actually decrease for the vast majority of students with only a very modest added cost.

For elementary school and middle school students, their time on the bus will either stay the same or decrease. In addition, with a common bell schedule, the 8 Town district could move to a “two tier” system for all kids -- as opposed to the single tier system that operates in the SBRSD. The result: no elementary school child would need to ride a bus with high school students. And, with the addition of a few vehicles and greater use of vans, we could not only reduce the bus time significantly for the vast majority of all students, but we could also reduce the maximum time on bus for all students (including high school students) from the current 1 hour to 45 minutes. The estimated cost of that would be only \$55,000/year, assuming state transportation reimbursement of 80% (state reimbursement this year is over 95%). So, according to our expert, transportation concerns should not be an impediment to merger. (The link to the full Transportation Study is [here](#).)

Work on an 8 Town Regional School District Agreement/Agreement on Committee Composition.

Governance is a critical piece of any new district. Following much thoughtful deliberation, our 8 Town Board voted by a strong majority (18 to 2) for a school committee of 11, with three members from Great Barrington, two members from Sheffield, and one member each from Alford, New Marlborough, Monterey, Egremont, West Stockbridge and Stockbridge, with all members elected district-wide at biennial elections (as is the case now in both districts). This composition had solid support from representatives of both districts, and the decision represented a major milestone forward.

Timeline: We are now targeting end of February/early March for a board vote on a recommendation to the Selectboards of the 8 Towns, and, if the vote is to recommend merger, having the question put to the voters of the 8 Towns at the annual meetings in May/June 2023.

Lucy Prashker, Chair of the 8 Town Regional School District Planning Board
Jake Eberwein, RSDPB Project Manager