

Policy Name:	Holiday pay for unbenefited employees	Approval Authority:	Select Board
Adopted:		Applies to:	All Departments
		Revised: --	Reviewed: --

When an unbenefited employee's regularly scheduled work hours fall on a day that the Town has designated a holiday, and the employee cannot work because the employee's department is closed due to the holiday, and the employee's hours will not be rescheduled to a different day, the employee shall be compensated for those regularly scheduled work hours.

The Employee Manual shall be amended to reflect this policy change.

Definitions

Unbenefited employee: an employee who is not eligible for benefits such as paid vacation time, paid sick days, and paid personal days.

Regularly scheduled work hours: Fixed and recurring hours within a week that an employee is scheduled to work each week.

Town designated holidays: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. All holidays falling on a Sunday are observed on Monday and those falling on a Saturday are observed on Friday under state law.

Submit this Form to District Highway Director



STATE AID REIMBURSABLE PROGRAMS - FINAL REPORT

updated 11/2017

Program Type: Chapter 90 Muni Bridge Complete Streets Other

City/Town Monterey Project Name Pavement Management CONTRACT# 50896
 Location(s) n/a
 Length _____ Feet Width _____ Feet
 Work was Started / / and Completed / /
 Work was Suspended / / and Resumed / /
 Done by: Force Account _____ Advertised Contract _____ Other _____

* REMARKS: Purchase is complete. The town has decided not to purchase the GPS device.

EXPENDITURES:	State Funds @ 100%	\$13,800
	Municipal Funds	\$0
	Other Funds	\$0
	TOTAL PROJECT EXPENDITURES	\$13,800

SCOPE OF WORK:

Pavement management software has been installed and is up and running

CERTIFICATION

The undersigned hereby certify under penalties of perjury that documentation to substantiate the above expenditures is available for examination in accordance with Executive Order No. 195 (April 27, 1981) and Chapter 11, Section 12.

We further certify that all equipment rental costs are within the approved limits established by the MassDOT Highway Division, that the Municipality has complied with all applicable statutes and regulations, that the requests for reimbursements for allowable project expenses actually incurred are in conformance with the "Chapter 90" Project Request, and that the Municipality will be responsible for the future maintenance of this project including the cost thereof.

Copies of the notification published in the Central Register and notice in a newspaper of local circulation required by Chapter 149, Section 44J, and the prevailing wages as determined by the Department of Labor and Industries obtained in compliance with Chapter 149, Section 27F, of the General Laws, as applicable, must be attached.

PREPARED & REVIEWED BY	
DPW Director	1-25-2022
Highway Officer's Title	Date
Accounting Officer's Title	1-21-22
Town Accountant (same project)	Date

Signed:	
Duly Authorized Municipal Officials	Date

- Include additional Contract Nos. if other Chapter 90 Funds were also used. List street names, total amounts charged to each location, extra work orders, etc. Use back if necessary, or attach supporting papers.
- If project uses multiple funding sources, please submit for individual project reimbursements.
- List sources, names, amounts and date contract expires.

INTER-MUNICIPAL AGREEMENT

BY AND BETWEEN

THE TOWN OF GREAT BARRINGTON

And

**THE TOWNS OF ALFORD, MONTEREY,
NEW MARLBOROUGH, AND STOCKBRIDGE**

THIS INTER-MUNICIPAL AGREEMENT (“IMA” or “Agreement”), effective as of ~~January 1~~ March 15, 2021 is made pursuant to G.L. c. 40, § 4A, and any other applicable legal authority, by and among the Town of Great Barrington, a Massachusetts municipal corporation with a principal office at 334 Main Street, Great Barrington, MA 01230 (the “PROVIDER”), and the Towns of Alford, Monterey, New Marlborough, and Stockbridge, each Massachusetts municipal corporations with their respective principal offices at 5 Alford Center Road, Alford, MA 01230; 435 Main Road, P.O. Box 308, Monterey, MA 01245; P.O. Box 99, Mill River, MA 01244; and P.O. Box 417, 50 Main Street, Stockbridge, MA 01262 (individually, a “Town” and collectively, the “Towns”). In addition, PROVIDER and the Towns may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Southern Berkshire Elderly Transportation Corp. (“SBETC”) previously provided transportation services to PROVIDER and the Towns for persons who are at least 55 years old and persons with disabilities, regardless of age; and

WHEREAS, SBETC ceased operations in September of 2020; and

WHEREAS, as of March 15, 2021 the Towns entered into an Inter-Municipal Agreement for the period of March 15, 2021 to December 31, 2021 (the “Initial Agreement”) under which the PROVIDER is willing to operate and provided transportation services for itself and the Towns on terms as similar to those for as possible to the services previously provided by the Southern Berkshire Elderly Transportation Corp. (SBETC), using accessible van vehicles (“Transportation Services”); and

WHEREAS, PROVIDER and the Towns wish to extend the term of the Initial Agreement, as provided for therein and enter into an agreement for such Transportation Services on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PROVIDER and each of the Towns agree as follows:

I. PROVIDER Obligations. Subject to and in addition to all of the terms of this IMA, PROVIDER agrees to do or cause to be done the following:

1. Provide Transportation Services for eligible persons who reside in the Towns in accordance with a written policy to be developed by PROVIDER, ~~as set forth in~~

the next paragraph. A copy of PROVIDER'S written policy for the Transportation Services is attached hereto as Exhibit A.

~~Within 10 business days of execution of this IMA, present to each of the Towns a written Transportation Services policy describing the Transportation Services to be furnished by PROVIDER. To the extent practicable, such policy shall be similar to the service policies and practices under which SBETC operated. For reference, a summary description of those policies and practices is attached hereto as Exhibit A.~~

2. Keep a record of the number of Transportation Services trips provided by PROVIDER. As used herein, the word "trip" shall mean a one-way vehicle ride provided to an eligible person (each, a "Trip"), provided that Trips outside of the geographical boundaries of a Town shall be limited to travel to and from one of the other Towns or Great Barrington. Provide a written, quarterly report to the Towns stating the number of Trips provided in the preceding month.
3. Charge and collect a fee of \$10.00 per person per Trip within a Town, and \$10.00 per person per Trip to or from one of the other Towns or Great Barrington, or to and from one of the other Towns or Great Barrington; i.e., the fee is \$10.00 for one-way travel or round trip travel. Annually assess to each of the Towns an amount for each Town's share of the cost of providing the Transportation Services ("Cost Assessment"), and provide a payment schedule for payment of the assessment on a quarterly basis. The initial assessments to the Towns for the annual period of January 1 to December 31, 2022 and the semi-annual period of January 1 to June 30, 2023 are set forth in Exhibit B hereto. Assessments to the Towns for any subsequent periods shall be established by the February 15 prior to the next subsequent July 1 – the start date of the service period (i.e., by February 15, 2023 for the service period starting July 1, 2023. It is acknowledged and agreed that, for the annual period of January 1 to December 31, 2022 and the semi-annual period of January 1 to June 30, 2023~~initial term of this Agreement,~~ the assessment to Stockbridge reflects the fact that Stockbridge is making available to PROVIDER a low mileage and accessible van to be under the use and control of PROVIDER for the purpose of providing the Transportation Services.
4. Insure, operate and maintain the vehicles used to provide the Transportation Services (such vehicles, "Service Vehicles") in good working order and condition and in accordance with applicable laws and regulations, including regulations of the Registrar of Motor Vehicles at 540 CMR 2.00.
5. Employ as, and/or select as volunteers to serve as, operators of the Service Vehicles persons who have a valid Massachusetts driver's license for the Service Vehicles; and who have no criminal history based upon criminal offender record information obtained by PROVIDER, as set forth below.

6. Obtain criminal offender record information pursuant to G.L. c. 6, §172 and the regulations thereunder for the persons who will operate the Service Vehicles, before such operation and annually thereafter.

II. TOWNS' Obligations. Subject to and in addition to all of the terms of this IMA, each Town will do or cause to be done the following:

1. Pay to PROVIDER, on or before the 15³⁰th day of the first month of each quarterly service period, the Town's quarterly portion of its Cost Assessment.
2. Cooperate with PROVIDER for the purpose of promoting the efficiency, safety, and convenience of the Transportation Services, including distribution of information to the public regarding availability of and terms of use for the Transportation Services.
3. Designate an employee of the Town to serve as the primary contact with PROVIDER for all matters relating to provision of the Transportation Services.
4. Comply with the laws and regulations applicable to the Transportation Services.

III. Term and Termination.

1. The ~~initial~~ term of this Agreement shall be ~~March~~January 15, 2022 to ~~December 31~~June 30, 2023. PROVIDER and the Towns, or one or more of the Towns, may elect to extend the term of the Agreement for a period as long as is permitted by G.L. c. 40, § 4A. Extensions shall be for one or more fiscal year periods (July 1 to June 30).
2. PROVIDER may terminate this IMA as to one or more of the Towns, upon 60 days written notice to the Town(s), in the event of a material breach of the IMA by the Town(s). In the event of such a termination, PROVIDER may avail itself of all rights and remedies available at law and in equity.
3. ~~During the initial term, a~~ Town may terminate this IMA, upon 60 days written notice to PROVIDER, ~~only in the event of PROVIDER's permanent cessation of the Transportation Services for the remainder of the initial term. If the term of the Agreement is extended, it shall be modified to include the right of a Town to terminate in the event of a material breach of the IMA by PROVIDER, and in the event of such a termination, the right of the terminating Town to~~ may avail itself of all rights and remedies available at law and in equity.
4. PROVIDER may also terminate this IMA for its convenience, or for any other reason, or for no reason at all, upon 90 days written notice to the Towns, provided that in the event of a lack or expected lack of available funds, operators, or Service Vehicles necessary to provide the Transportation Services, PROVIDER may terminate this IMA immediately upon written notice to the Towns.

IV. Advisory Committee

1. There shall be an Advisory Committee, consisting of one employee or official designated by each of the Towns and PROVIDER, through which the Parties may jointly review and evaluate the Transportation Services and the terms and conditions under which they are provided.
2. The Advisory Committee shall meet not less frequently than quarterly, to review matters pertaining to the Transportation Services. As the PROVIDER, Great Barrington shall have the ultimate decision-making authority on any matter raised at or within the Advisory Committee, with the Parties' mutual understanding that the Parties share an interest in the success of the Transportation Services program provided for under this IMA. Great Barrington agrees to act in good faith in considering the stated position of any of the Towns before exercising its decision-making authority

V. Miscellaneous

1. The PROVIDER shall maintain accurate records of services performed, costs incurred, and reimbursements and contributions received under this IMA, and shall provide quarterly informational reports to the Towns. The Parties will cooperate with each other for the purpose of sharing information regarding services performed and payments made under this IMA, and will make such reasonable arrangements for providing copies as are necessary.
2. This IMA shall be subject to all applicable laws, including, without limitation, G.L. c. 40, § 4A, and all terms and conditions required by such laws to be incorporated herein shall be deemed incorporated herein by reference, and shall supersede any conflicting provisions expressly set forth in this IMA.
3. Neither any of the Towns nor PROVIDER shall assign this IMA, in whole or in part, without the advance written consent of the other Parties, provided that this provision shall not prohibit PROVIDER from procuring third-party contracts for performance of the PROVIDER's obligations hereunder.
4. This IMA shall be governed, interpreted and enforced by and in accordance with the laws of the Commonwealth of Massachusetts.
5. PROVIDER and each Town agree to fully cooperate and provide all reasonable assistance to each other in the implementation of this IMA and performance of each Party's obligations hereunder, and to exercise all reasonable efforts to amicably resolve any disputes that may arise under this IMA.

[signatures on next page]

IN WITNESS WHEREOF, PROVIDER and the Towns have executed this IMA effective as of the above date.

Town of Great Barrington

Town of Alford

By:

By:

Name:
Title:

Name:
Title:

Town of Monterey

Town of New Marlborough

By:

By:

Name:
Title:

Name:
Title:

Town of Stockbridge

By:

Name:
Title:

EXHIBIT A

Policy for Transportation Services~~Prior Policies And Practices of SBETC~~

EXHIBIT B

Cost Assessment Schedule

For ~~balance of fiscal year 2021~~: January 1 to ~~June~~December 31~~0~~, 2022~~1~~, based on SBETC assessments for FY 2021:

Alford: \$5,000 (\$1,250 per quarter)~~136~~, or \$98.77/week, for 16 weeks = \$1,580.32

Monterey: \$5,500 (\$1,375 per quarter)~~4,941~~, or \$95.02/week, for 16 weeks = \$1,520.32

New Marlborough: \$5,400 (\$1,350 per quarter)~~833.46~~, or \$112.18/week, for 16 weeks = \$1,794.88

Stockbridge: PROVIDER's use and control of a van for the Transportation Services
VIN No. 1FMZK1YM9HKA09130

For ~~July~~January 1, 2023~~1~~ to ~~December 31~~June 30, 2023~~1~~

Alford: \$2,500 (\$1,250 per quarter)~~2,568~~

Monterey: \$2,750 (\$1,375 per quarter)~~2,470.50~~

New Marlborough: \$2,700 (\$1,350 per quarter)~~2,916.73~~

Stockbridge: PROVIDER's use and control of a van for the Transportation Services
VIN No. _____

Monterey Town Administrator

From: justin@montereyma.gov
Sent: Saturday, January 22, 2022 4:03 PM
To: Monterey Administrator
Subject: [FWD: Notice regarding Monterey Citizen Petitions]
Attachments: citizens petition.pdf; 2021novstm.pdf

----- Original Message -----

Subject: Notice regarding Monterey Citizen Petitions
From: <jons@montereyma.gov>
Date: Fri, January 14, 2022 3:20 pm
To: "Steve Weisz" <steve@montereyma.gov>, "Justin Makuc" <justin@montereyma.gov>, "John Weingold" <johnw@montereyma.gov>
Cc: "John Weingold" <[REDACTED]>

Dear Select Board,

On October 21, 2021, four Citizen Petitions were received by the Monterey Town Clerk.

The petition forms contain the following wording pursuant to General Law, Chapter 39, section 10:

"Subject or subjects requested for action at the Meeting:
(To be filled in by petitioners. If space is insufficient, attach additional page of description to each petition form before signatures are gathered.)"

In this subject box on the first pages, the four petitions contain the following wording:

"For bylaw authorizing recall elections to be submitted at Special Town Meeting presently scheduled For November 6, 2021.
Proposed bylaw is attached."

However, only the first petition had the wording of the proposed bylaw attached to the petition. The three other petitions were distributed separately without the wording of the proposed bylaw attached.

Please see attached pdf of petitions, file name: citizens petition.pdf

Citizens who signed the three petitions without the wording of the bylaw attached did not have the wording to review before signing because the "subject" they were petitioning for consideration at Special Town Meeting included only the wording on the first page of the petition: "For bylaw authorizing recall elections to be submitted at Special Town Meeting presently scheduled For November 6, 2021." Without the attachment, they did not know what proposed bylaw wording they were petitioning for. This alone should legally invalidate the three petitions signed without the attachment.

Furthermore, the wording submitted on the warrant for consideration at Special Town Meeting as "Article 6 Citizen Petition" included the wording that was attached to only one petition.

Please see attached pdf of warrant, file name: 2021novstm.pdf

In other words, the wording of the warrant article matched the wording of only the one Citizen Petition submitted to the Town Clerk that included the attachment. This one petition, therefore, was the only legal and valid petition submitted to the Select Board for inclusion on the town warrant as worded in Article 6. The other three petitions did not match the wording on the warrant.

Since the law requires 100 registered voters or 10 percent of registered voters, whichever is lesser, for the petition to be legally inserted into the warrant, the number of signatures on the one petition with the wording of the proposed bylaw attached had an insufficient number of signatures to meet the legal requirement.

To put it another way, the only wording that legally met the requirement of the number of signatures was the matching wording on the top of the first page of all four petitions: "For bylaw authorizing recall elections to be submitted at Special Town Meeting presently scheduled For November 6, 2021." However, this was not the wording inserted into the warrant.

I recommend you forward this to town counsel for an opinion. Thank you for your consideration in this matter.

Sincerely,
Jon

Jonathan Sylbert
Finance Committee
Monterey