



# BRPC

Berkshire Regional Planning Commission

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## **Agreement By and Between**

### **Town of Monterey**

### **and Berkshire Regional Planning Commission**

THIS AGREEMENT made as of the 6<sup>th</sup> day of February, 2024, is by and between the Town of Monterey, hereinafter called the TOWN, and the Berkshire Regional Planning Commission, hereinafter called the COMMISSION.

WHEREAS, the TOWN has entered into an Agreement with the Commonwealth of Massachusetts through the Office on Disability's Municipal Americans with Disabilities Act (ADA) Improvement Grants Program to prepare a self-evaluation and transition plan (the "Project").

WHEREAS, professional services relating to the implementation of the Project are sought to assist the TOWN in the timely achievement of the Project objectives.

NOW, THEREFORE THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. **ENGAGEMENT OF COMMISSION:** The TOWN hereby engages the COMMISSION to perform the services set forth herein and the COMMISSION hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The COMMISSION shall perform the necessary services as described in Attachment A. The COMMISSION shall perform its services in accordance with reasonable professional standards of skill, care, and diligence.
3. **RESPONSIBILITY OF THE TOWN:** The TOWN shall assume responsibility for assisting the COMMISSION insofar as possible for the purpose of efficiency and furnishing the COMMISSION with information needed to satisfactorily complete the services.
4. **REPORTING:** The COMMISSION will submit written reports to the TOWN on the status of professional services as specified in Attachment A, or at other times as required by an information request or reporting requirement by the Commonwealth of Massachusetts.
5. **TIME OF PERFORMANCE:** The services of the COMMISSION commenced on or about February 6, 2024, and shall be undertaken and completed in sequence as to assure their expeditious completion. All services required hereunder shall be completed no later than June 30, 2024.
6. **COMPENSATION:** The TOWN will pay the COMMISSION a total fee in amount not to exceed \$30,000, based on a mutually agreed upon invoice procedure.
7. **AVAILABILITY OF FUNDS:** The compensation provided by this agreement is subject to the continued availability of funds for the Commonwealth of Massachusetts Office on Disability's Municipal Americans with Disabilities Act (ADA) Improvement Grants Program, and to the continued eligibility of the Town to receive such funds.
8. **WITHDRAWAL:** The TOWN or COMMISSION may withdraw from this agreement for cause upon 15 days written notice. In the event of any such withdrawal, all finished and unfinished material shall become the property of the TOWN and the COMMISSION will be compensated for services provided to the date of termination.

9. **AMENDMENTS:** This agreement may be amended as agreed to in writing by the signatories hereto.
10. **NON-DISCRIMINATION:** The COMMISSION shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin.
11. **INDEMNIFICATION:** To the extent permitted by law, the TOWN shall indemnify and hold the COMMISSION harmless from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys' fees, or liability of every kind and description that the COMMISSION may incur or suffer resulting from, in connection with, or arising out of the design, construction, operation or maintenance of the Project, and from any subsequent future damage resulting from acts of nature, negligence, vandalism or other causes.
12. **CONFLICT OF INTEREST:** The COMMISSION acknowledges that the TOWN is a municipality for purposes of Chapter 268A of the Massachusetts General Laws, and the COMMISSION agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the COMMISSION based on said statute.
13. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
14. **COPYRIGHT:** No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country. All material produced under the terms of this agreement is public property and cannot be copyrighted by either the COMMISSION or the TOWN.
15. **SEVERABILITY:** If any provision of this Agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other parts of this agreement shall nevertheless be in full force and effect.
16. **ASSIGNMENT:** This Agreement may not be assigned by either party.

**IN WITNESS thereof, the TOWN and the COMMISSION have executed this amended agreement as of the date above written.**

By:   
 Justin Makuc  
 Select Board Chair

Date: 2/13/24

**COMMISSION:**

By: \_\_\_\_\_  
 Thomas Matuszko  
 Executive Director

Date: \_\_\_\_\_

For BRPC Use Only Agreement Reviewed by Office Manager _____ Finance _____ Dpt# Name _____
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## **Attachment A -Scope of Services**

The Berkshire Regional Planning Commission (COMMISSION) will provide direction and guidance to assist the Town of Monterey (TOWN) to develop an Americans with Disabilities Act (ADA) Self-evaluation and Transition Plan. The following tasks will be conducted.

### Task 1: Prepare resource inventory sections of the plan and maps.

- **Orientation/Initial Meeting.** The COMMISSION shall have an initial orientation meeting with the ADA Coordinator and the ADA Plan Advisory Committee to review the project goals and objectives.
- **Collection and Review of Existing Information.** The COMMISSION shall obtain all available information from the appropriate TOWN officials and departments, including a list of all departments, programs, facilities, and municipal-owned properties; all written policies and operation practices of municipal department and staff; general communication and existing employment practices of each municipal department.

Deliverables: Attendance at a maximum of two meetings with the Advisory Committee and meeting material

Meet with staff and other relevant municipal bodies to verify information, as needed

### Task 2: Conduct facility site assessments.

The COMMISSION will conduct site assessments of:

- **Municipal buildings, recreational sites, and parking lots**  
The COMMISSION will assess municipal buildings and facilities to identify physical obstacles that limit accessibility. The TOWN shall provide necessary access to evaluate properties. This work will include structural and non-structural methods to remove barriers, including general cost estimates.

Deliverables: Review and assessment of public facilities

Meet with staff and other relevant municipal bodies as needed for clarification, as well as to discuss potential recommended changes in policies and procedures

### Task 3: Develop Self-Evaluation and Transition Plan Document

A draft and final report will be prepared. A draft plan will be presented for review and approval by the TOWN. The COMMISSION will incorporate any resulting comments into a final document. The TOWN will be responsible for the production and distribution of copies of the Self-Evaluation and Transition Plan.

Deliverables: Draft copy of self-evaluation and transition plan

Review of draft plan with Advisory Committee

Digital copy of a final self-evaluation and transition plan

Presentation of final plan to the TOWN in an advertised and posted public setting

**DISCLOSURE BY NON-ELECTED MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST  
AND DETERMINATION BY APPOINTING AUTHORITY  
AS REQUIRED BY G. L. c. 268A, § 19**

	<b>MUNICIPAL EMPLOYEE INFORMATION</b>
Name:	John Makuc
Title or Position:	Monterey Animal Inspector
Municipal Agency:	Animal Inspector/Board of Health
Agency Address:	435 Main Rd PO Box 308 Monterey, MA 01245
Office Phone:	413 528-1443
Office E-mail:	
	My duties require me to participate in a particular matter, and I may not participate because of a financial interest that I am disclosing here. I request a determination from my appointing authority about how I should proceed.
	<b>PARTICULAR MATTER</b>
Particular matter  E.g., a judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, or finding.	Please describe the particular matter. The Animal Inspector is required, annually, to inspect farms/homes where livestock are kept. The inspector needs to assess the general health of the animals, the facilities where the animals are housed, and make sure the animals are properly cared for.  Three properties exist in which there could be perceived a financial interest for me as animal inspector. My brother Mark Makuc owns a handful of chickens. My sister Anne Marie Enoch owns a few chickens. Mark is also a trustee of The Woodburn Farm Trust on Corashire Rd. The trust owns ten cattle at this time. On occasions I have received eggs from my siblings. Annually, the Woodburn Farm Trust will slaughter a steer for beef. I receive approximately 25% of the beef.
Your required participation in the particular matter:  E.g., approval, disapproval, decision, recommendation, rendering advice, investigation, other.	Please describe the task you are required to perform with respect to the particular matter.  As Animal Inspector for the town of Monterey and the Commonwealth of Massachusetts, Department of Agricultural Resources, Division of Animal Health, I am called upon to render a decision regarding the maintenance of the animals.
	<b>FINANCIAL INTEREST IN THE PARTICULAR MATTER</b>
<b>Write an X by all that apply.</b>	<input checked="" type="checkbox"/> I have a financial interest in the matter. <input checked="" type="checkbox"/> My immediate family member has a financial interest in the matter. <input type="checkbox"/> My business partner has a financial interest in the matter. <input type="checkbox"/> I am an officer, director, trustee, partner or employee of a business organization, and the business organization has a financial interest in the matter. <input type="checkbox"/> I am negotiating or have made an arrangement concerning future employment with a person or organization, and the person or organization has a financial interest in the matter.
Financial interest in the matter	Please explain the financial interest and include a dollar amount if you know it.

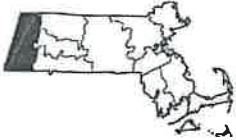
	The financial interest of concern in this matter is that I obtain beef from the Woodburn Farm Trust. I do not know the actual dollar value of this beef. Mark and Anne Marie use their eggs for personal consumption. They do not sell the eggs.
Employee signature:	
Date:	January 30, 2024

**DETERMINATION BY APPOINTING OFFICIAL**

<b>APPOINTING AUTHORITY INFORMATION</b>	
Name of Appointing Authority:	Board of Health/ Town Selectboard
Title or Position:	
Agency/Department:	
Agency Address:	435Main Rd PO Box 308 Monterey, MA 01245
Office Phone:	413 528-1443
Office E-mail	
<b>DETERMINATION</b>	
Determination by appointing authority:	As appointing official, as required by G.L. c. 268A, § 19, I have reviewed the particular matter and the financial interest identified above by a municipal employee. I have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee.
Appointing Authority signature:	
Date:	
Comment:	

Attach additional pages if necessary.

**The appointing authority shall keep this Disclosure and Determination as a public record.**



**Berkshire County Law Enforcement Council**  
**Mutual Aid Agreement**

Agreement by and among the cities and towns identified as participating communities on Exhibit A, which is attached hereto and made a part hereof, subject to the withdrawal and addition of communities in accordance with the provision of Article 8 of this agreement.

**Article 1 – Purpose and Intent**

This agreement is adopted pursuant to the provision of Massachusetts General Law chapter 40, Section 8G, and is intended to supplement but not contradict the provisions of MGL Chapter 41, Section 99 and Chapter 37, § 13, as well as all other statutory and common law authorizing police officers of one community to exercise police powers in another community, in order to provide mutual aid for the protection of public safety. The purpose of this agreement is to set forth the circumstances and procedures for the provision of law enforcement mutual aid across jurisdictional lines, and to address the command and control, liability, compensation, and reimbursement associated with mutual aid events. The parties intend that, subject to the terms, conditions, and limitations of this agreement, police officers from one community shall have the rights, privileges, and immunities of police officers when in the course of providing mutual aid in another community. This agreement is not intended to substitute for or preclude any other agreements that may now or hereafter be in effect among any of the parties to this agreement. Nothing contained in this agreement shall be construed as limiting the lawful authority of police officers to make arrests or to exercise their police powers or to engage in fresh and continued pursuit under Massachusetts General Laws Chapter 41, Section 98A.

**Article 2 – Definitions**

“Commanding Officer”: The Chief of Police of a participating community or, in the absence of the Chief of Police, the person designated as having command responsibility.

“Mutual Aid”: Personnel and equipment provided by one participating community to another. Situations calling for mutual aid include, but are not limited to, natural disasters, terrorist attack, medical emergency, motor vehicle collisions, traffic control and enforcement, civil disturbance, criminal activity, undercover investigation, drug interdiction, tactical operations, and search and rescue.

“Police officer” or “officer”: Any sworn police municipal police officer authorized to make arrest or serve process, provided he is in uniform, or displays his badge of office, and who has satisfied the training requirements established by state statute and regulations for police officers.

“Requester” or “Requesting Department”: the participating community requesting mutual aid from another participating community.

“Responder” or “Responding Department”: The participating community providing mutual aid pursuant to a request from a participating community.

**Article 3 – Requests for Assistance**

A Requesting Department may invoke the provisions of this agreement whenever it determines, in its sole discretion, that it needs additional police officers or equipment from another department.

The provisions of this agreement shall not be construed as imposing an obligation on any department to respond to a request for mutual aid. The extent of assistance to be furnished under this agreement shall be determined solely by the department furnishing the assistance, and it is understood and



## **Berkshire County Law Enforcement Council** **Mutual Aid Agreement**

agreed that the assistance furnished may be recalled at the sole discretion of the Responding Department.

Except as otherwise provided in Article 5, requests for mutual aid shall be made by and to the Commanding Officers of the respective departments and shall, if practicable, set forth all pertinent information, including:

1. The nature of event giving rise to the mutual aid request, its location, estimated duration, and any unusual or high-risk characteristics;
2. The number of police officers requested, as well as any specialty requirements;
3. The type of equipment and logistical support needed;
4. The location to which the responding officers should report; and
5. The name of the supervising police officer to whom the responding officer(s) should report.

The Commanding Officer of the Responding Department shall issue such orders or directives as are necessary to place responding Police Officers under the operational control of the Commanding Officer of the Requesting Department. (This obligation may be satisfied by the issuance of a standing General Order or similar directive.)

### **Article 4 – Command and Control**

Upon entering the jurisdiction of a Requesting Department, Police Officers of a Responding Department shall contact or report immediately to the Commanding Officer or designated superior officer of the Requesting Department and shall be under the direction and control of said officer.

The Commanding Officer of the Responding Department may recall the Police Officers and equipment of the Responding Department at such Commanding Officer's sole discretion.

Nothing in this Article shall prohibit or restrict the authority of superior officers from a Responding Department to command subordinate officers of the Responding Department while they are in the jurisdiction of the Requesting Department, providing this does not conflict with orders issued by or on behalf of the Commanding Officer of the Requesting Department. Officers of the Responding Department shall follow their Departments' policies, procedures, rules and regulations during any mutual aid operations. Whenever there appears to be a conflict in the way an officer from the Responding Department is being asked to act and the way he or she would do so in conformity with their department's policies, procedures, rules and regulations, they shall call such discrepancy to the attention of the person issuing a conflicting directive, who shall make every effort to ensure the officer maintains compliance with his/her own agency.

### **Article 5 – Police Authority**

Any officer from a member community may exercise police powers in any other signatory community so long as the officer has knowledge of facts and circumstances that would amount to probable cause that a motor vehicle violation has occurred or the officer has reasonable suspicion or probable cause to believe that a violation of the law has occurred and said officer makes notification, in a timely manner, to the police department in the community in which the motor vehicle violation or violation of the law occurred.



## **Berkshire County Law Enforcement Council** **Mutual Aid Agreement**

In addition, Police Officers who are on-duty and operating a police vehicle equipped with emergency warning lights and audible sirens or other similar devices may enforce the motor vehicle laws of the Commonwealth of Massachusetts while in the jurisdiction of another participating community under the following circumstances:

1. Upon signaling a motorist to stop or otherwise exercising police powers with respect to the enforcement of motor vehicle laws, the Police Officer shall (a) notify his/her dispatcher of the situation warranting a law enforcement or policing response including the pertinent details and (b) instruct his/her dispatcher to notify the dispatch center of the community in which he/she is located including the location, type of situation and whether assistance is needed from that agency.
2. All paperwork, including citations, citation audit sheets, complaint applications, booking procedures, crash reports, incident reports and any other documents required pursuant to law or policy, shall be completed in accordance with the agency in whose jurisdiction the motor vehicle enforcement action occurred. The officer and agency that initiated the police action shall ensure that all paperwork required by the court having jurisdiction is served upon the court. All court activity resulting from such police action, including but not limited to clerks hearings, show cause hearings, arraignments and any other proceedings, shall be the responsibility of the officer and/or agency that initiated the police action.
3. While engaged in such activities, should the need arise for EMS, Fire Department and/or other assistance, the officer shall request such assistance through the agency in whose jurisdiction the enforcement action was taken and in accordance with Massachusetts General Laws Chapter 111C as it relates to EMS Service Zones. This shall also include any requests for tow services.

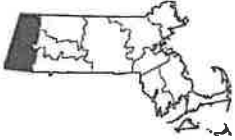
NOTE: Unless Police Officers have received the authorization of their department commanding officer or the commanding officer of the agency from the community in which they are contemplating taking a police action or activity, off-duty officers shall not activate themselves to an on-duty status. For the purpose of this agreement, Police Chiefs shall be the only officers considered on duty at all times.

### **Article 6 – Costs**

Police officers taking action in another community pursuant to this agreement shall not be considered to be employees of that community; rather, they shall at all times and for all purposes be considered to be on duty for the community in which they are appointed and by which they are regularly employed.

Each Department shall assume and be responsible for paying (a) all of its own personnel costs, including but not limited to, salaries, overtime, temporary and permanent disability benefits, and payments under applicable collective bargaining agreements; and (b) all of its own equipment costs, including but not limited to, damage to or loss of equipment, and use of fuel, ammunition and other expendable supplies; provided, however (when applicable), that the Requesting Department shall reimburse the Responding Department for such payments to the extent there is either insurance coverage available to do so or any Federal, State or Local emergency funds (e.g., in the event of a natural disaster or other catastrophic event) available to do so. In the event of multiple Responding Departments, available reimbursement shall be prorated equitably.





## **Berkshire County Law Enforcement Council** **Mutual Aid Agreement**

A determination of a Responding Department to not seek reimbursement in connection with a particular mutual aid event shall not be deemed as a waiver of the right of the Responding Department to seek available reimbursement for any other mutual aid events.

### **Article 7 – Indemnification and Insurance**

The Requesting Department agrees to indemnify, defend and hold harmless the Responding Department from and against all liability, claims and damages for any civil rights violations, personal injuries, including death, and property damage cause by or arising out of any intentional or negligent misconduct by officers or employees of the Requesting Department, or by officers of the Responding Department, while acting in good faith compliance with the orders or directives of a superior officer of the Requesting Department.

Each participating community shall maintain liability insurance, with coverage limits of at least One Million Dollars (\$1,000,000), covering the actions of its Police officers while receiving or rendering Mutual Aid.

### **Article 8 – Amendment**

This agreement may be modified only by the written agreement of the participating communities. Nothing contained herein shall preclude the Chiefs of Police of the participating communities from establishing mutual aid guidelines and procedures that are consistent with the terms of this agreement.

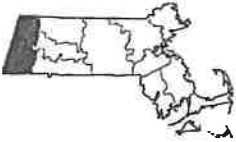
Any participating community may withdraw from this agreement by notifying the other participating communities in writing of such withdrawal and specifying the effective date of such withdrawal. No withdrawal shall affect any rights, responsibilities, or obligations arising out of a mutual aid event that occurred prior to the effective date of withdrawal.

All notices shall be provided to the Mayor, Manager, or Board of Selectmen, as well as the Chief of Police of each other participating community.

Any city or town may become a participating community by the agreement of a majority vote of the then participating communities and by the execution of a written amendment to Exhibit A to this agreement.

### **Amendments**

- I. The acceptance of this amendment authorizes the creation of a county Use of Force Investigation Team (F.I.T.). The Force Investigation Team is available upon request in accordance with this mutual aid agreement by a member Chief of Police for the purpose of conducting a formal review of a post shooting and/or assault incident involving one of their on-duty or off-duty officers. Chiefs are

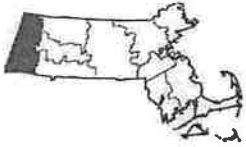


## **Berkshire County Law Enforcement Council** **Mutual Aid Agreement**

not required to use this F.I.T. team but may opt to use the team due to various reasons such as limited resources in their own department. Such review would be conducted in accordance with the involved officers' department use of force policy. The Force Investigation Team is tasked with completing an analysis of the information surrounding the circumstances of the incident that is available at the time of the review. The team's response will be put in writing stating whether or not a determination can be made. If so whether or not, based on specific articulable facts, the use of force was in accordance with Massachusetts General Law, Department Policy and Massachusetts Police Training Committee (M.P.T.C.) training standards. The response will be submitted in writing to the requesting member Chief of Police. Final determination always remains with the requesting Chief of Police. The F.I.T. will be comprised of active law enforcement officers employed by a member police department in Berkshire County to include Chiefs, Supervisors (Sergeant, Lieutenant, and Captains), Detectives and M.P.T.C. certified use of force Instructors in the fields of Defensive Tactics, Oleoresin Capsicum Spray, Taser, Baton, Less than Lethal and Firearms Instructors. The Executive Board will decide by majority vote: F.I.T. participants, number of participants and reporting forms in a codified written policy that will be attached to this Mutual Aid Agreement as Exhibit B. Those wishing to serve on the county force investigative team must submit a Curriculum Vitae (CV) noting their training, certification, and experience which the Executive Board will use to determine acceptance to the team. CV's will be kept on file and made available with each F.I.T. report.

### **Certifications**

**Each participating community certifies to the others (a) that it has duly accepted the provisions of Massachusetts General Laws Chapter 40, Section 8G, (b) that it is duly authorized to execute this agreement and (c) that its Police officers have complied with training mandates of Massachusetts General Laws Chapter 41, Section 96B.**



**Berkshire County Law Enforcement Council**  
**Mutual Aid Agreement**

**Certifications**

**Each participating community certifies to the others (a) that it has duly accepted the provisions of Massachusetts General Laws Chapter 40, Section 8G, (b) that it is duly authorized to execute this agreement and (c) that its Police officers have complied with training mandates of Massachusetts General Laws Chapter 41, Section 96B.**

**Executed as a sealed instrument by the parties' duly authorized representatives.**

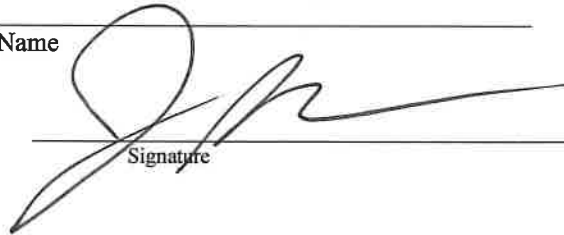
**City/Town of: Monterey**

City/Town Official: Justin Makuc

Selectboard Chair

Print Name

Print Office Title



2/13/24

Signature

Date

**Brian D. Fahey**

Chief of Police: \_\_\_\_\_

Print Name



2/6/2024

Signature

Date



**Berkshire County Law Enforcement Council**  
**Mutual Aid Agreement**

**Exhibit A**

	Date Certification Received	2 <sup>nd</sup> Renewal 2019	3 <sup>rd</sup> Renewal 2024
1. Town of Adams	5/16/14	03/26/2019	
2. Town of Becket	8/20/14	04/29/2019	
3. Town of Cheshire	5/26/15	04/02/2019	
4. Town of Clarksb		05/01/2019	
5. Town of Dalton	5/14/13	04/10/2019	
6. Town of Egremont	10/1/13	04/30/2019	
7. Town of Great Barrington	9/3/13	04/20/2019	
8. Town of Hinsdale	10/22/14	04/30/2019	
9. Town of Lanesborough	6/5/13	04/29/2019	
10. Town of Lee	3/19/14	03/27/2019	
11. Town of Lenox	5/3/13	03/29/2019	
12. Town of Monterey	5/20/13	04/03/2019	
13. Town of New Marlborough	3/31/14	04/03/2019	
14. City of North Adams	5/6/13	05/06/2019	
15. Town of Otis	4/1/14	03/26/2019	
16. Town of Peru	3/31/14	04/01/2019	
17. City of Pittsfield	5/2/13	04/04/2019	
18. Town of Sandisfield	4/1/14	06/17/2019	
19. Town of Sheffield	5/31/13	04/29/2019	
20. Town of Stockbridge	6/4/13	03/26/2019	
21. Town of Tolland	3/30/15		
22. Town of Tyringham	7/8/14	04/23/2019	
23. Town of Washington	9/10/18	05/09/2019	
24. Town of West Stockbridge	5/23/13	04/02/2019	
25. Town of Williamstown	6/3/13	04/01/2019	
26. Town of Windsor	3/24/14	05/28/2019	
27. Berkshire County Sheriff's Dept.		11/21/2019	



## **Berkshire County Law Enforcement Council** **Mutual Aid Agreement**

### **Exhibit B**

#### **BLEC Force Investigation Team Policy:**

##### **I. General Considerations:**

The guidelines provided in this policy address the responsibilities of the Berkshire Law Enforcement Council Force Investigation Team following a request by a member Chief of Police to review an officer-involved shooting or other use of force incident which can be categorized as a critical shooting incident or any critical assault incident as described in the definitions below.

##### **II. Purpose:**

The purpose of this policy is to provide guidelines that shall be uniformly applied by the BLEC Force Investigation Team (F.I.T.) during its review of a critical shooting or assault incident in order to assist the responsible Chief in completing a thorough investigation in a timely fashion. It is the team's goal to do this in a fair and competent manner so the member Chief has accurate information to make a final determination if the Use of Force was compliant with Massachusetts General Law, Department Policy and Massachusetts Police Training Committee training standards.

##### **III. Definitions:**

For the purposes of this policy;

##### **A. Shooting Incidents:**

1. A Shooting Incident is any discharge of a firearm by a sworn police officer (whether on- or off-duty), or any other LEO working on a joint investigation and/or law enforcement operation with the requesting agency.

a. Shooting incidents include non-intentional discharges (NDs) of firearms.

b. Shooting incidents do not include the intentional discharge of a firearm during a training or recreational situation that does not result in personal injury or property damage.

2. A Shooting Incident is also any shooting directed at an employee of a requesting agency (whether on- or off-duty), or any other LEO working on a joint investigation and/or law enforcement operation with the requesting agency that results in the personal injury, or death of the employee or LEO.

3. Shooting Incidents are categorized as **Critical** or **Non-Critical**.

a. A critical shooting incident is any shooting incident that has resulted in the loss of human life, or personal injury. A critical shooting incident will also include those shooting incidents that have the potential to result in the filing of criminal charges against any person, and/or has the significant potential to result in civil liability, adverse publicity, or political reaction.

b. A non-critical shooting incident is any shooting incident that does not meet the criteria set forth in paragraph 2a, above.



## Berkshire County Law Enforcement Council Mutual Aid Agreement

- The requesting member Chief of Police will determine whether a shooting incident should be categorized as critical, or non-critical, based on his/her evaluation of the information received during the initial notification of the shooting incident, from the Senior Officer present at the scene. The Chief of Police may subsequently upgrade the status of a shooting incident from non-critical to critical, should circumstances dictate.

### B. Assault Incidents:

1. An Assault Incident is any use of force, under color of law, by a law enforcement officer (whether on- or off-duty), or any other LEO working on a joint investigation with the requesting department, that results in serious bodily injury or death.
  2. An Assault Incident is also any assault committed on a member agency law enforcement officer (whether on- or off-duty), or any other LEO working on a joint investigation and/or law enforcement operation with the requesting agency that results in the serious bodily injury, or death of the employee or LEO.
  3. Assault Incidents are categorized as **Critical** or **Non-Critical**.
    - a. A critical assault incident is any assault incident that has resulted in the loss of human life, or serious bodily injury. A critical assault incident will also include those assault incidents that have the potential to result in the filing of criminal charges against any person, and/or has the significant potential to result in civil liability, adverse publicity, or political reaction.
    - b. A non-critical assault incident is any assault incident that does not meet the criteria set forth in paragraph 6a, above.
- The Chief of Police will determine whether an assault incident should be categorized as critical, or non-critical, based on his/her evaluation of the information received during the initial notification of the assault incident, from the Senior Officer present at the scene. The Chief of Police may subsequently upgrade the status of an assault incident from non-critical to critical, should circumstances dictate.

### IV. Force Investigation Team

- A. As soon as possible following the critical shooting/assault incident and preferably while the crime scene is still being held, a member Chief of Police should appoint a Force Investigation Team (F.I.T.). The F.I.T. will be comprised of at least five (5) active law enforcement officers employed by a BLEC member police department but no more than seven (7) who hold the following titles: (members may represent more than one area of specialty and may also be from the requesting Chief's agency)
  1. One BLEC Executive Board Member:
    - a. Shall preside over and organize investigation meetings and its members to ensure proper procedure, reporting and time lines are followed.
    - b. Shall obtain a copy of the involved Department's Use of Force Policy and Post Shooting/Assault Incident if different.
  2. One Supervisor (Rank senior to the participant), not involved in the incident and without direct supervisory authority for the involved participant(s);
    - a. Shall act as the author of the F.I.T. 10 preliminary and 30 final report.

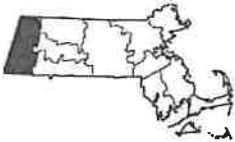


## Berkshire County Law Enforcement Council Mutual Aid Agreement

3. One Detective/Investigator familiar with in-depth investigation techniques;
    - a. Shall act as intake person and keeper of all records until returned to the requesting Chief.
  4. One MPTC Certified Defensive Tactics Instructor (DT, OC, Baton, Use of Force)
    - a. Shall Co-lead the F.I.T. discussion as it pertains to the MPTC Use of Force Model
  5. One MPTC Certified: TASER and/or Less than Lethal and/or Firearms instructor (preferably the force tool(s) used during the incident)
    - a. Shall Co-lead the F.I.T. discussion as it pertains to the MPTC subject matter.
- **One member of the affected employees' union(s), selected by the union president(s) will be notified and permitted access to and allowed to be present for all aspects of the F.I.T. review.**
- B. The Force Investigation Team will conduct an investigation of the incident and report to the requesting Chief as part of the Chief's overall internal investigation. Once the F.I.T. team receives the associated information from the requesting Chief regarding the incident,
1. The packet will be time stamped by the receiving F.I.T.
  2. A preliminary investigation report of the incident will be forwarded to the requesting Chief of Police within ten (10) working days of the incident.
  3. The formal investigation is to be completed within thirty (30) working days of the incident, absent an approved written extension by the requesting Chief of Police.
  4. The original copy of the formal F.I.T. report including F.I.T. member CVs (see V. C below) will be provided to the requesting Chief of Police for use in determining the employee's status. Final determination rest with the requesting Chief of Police. It is recommended that the requesting Chief prepare a cover memo to add to the F.I.T. report to address whether the use of force was justified or unjustified and whether or not it conformed to Department policies and procedures and training guidelines for use of force before following the remainder of their department policy regarding the return to duty of the officer(s) involved with the incident.
  5. All documentation will be returned to the requesting Chief of Police whose agency will become the keeper of records. BLEC will not keep F.I.T. reports nor records on file.

### **V. Selection of pool of BLEC Force Investigation Team Members:**

- A. The F.I.T. will be comprised of active law enforcement officers employed by a member police department in Berkshire County to include Chiefs, Supervisors (Sergeant, Lieutenant, and Captains), Detectives/Investigators and M.P.T.C. certified use of force Instructors in the fields of Defensive Tactics, Oleoresin Capsicum Spray, Taser, Baton, Less than Lethal and Firearms Instructors.
- B. Those wishing to serve on the county Force Investigative Team must submit a Curriculum Vitae (CV) noting their training, certification, and experience which the Executive Board will use to determine acceptance to the team. CV's will be kept on file and made available with each F.I.T. report.
- C. The Executive Board will decide by majority vote:



## Berkshire County Law Enforcement Council Mutual Aid Agreement

- a. F.I.T. participants,
- b. It will be the intent of BLEC to maintain a pool of at least 5 participants and at least one complete team.
- c. Reporting forms (templates that may drafted by the team will be attached to this policy as an Appendix.)
- d. Participant removal for cause determined by majority vote of the BLEC Executive Board

### **V. Activation:**

- A. A call roster will be generated from the pool of participants and their cell phone numbers.
- B. A requesting member Chief will call the BLEC President who in turn will activate the call roster as determined by the Executive Board. If the requesting Chief is the BLEC President then they can activate the call roster.

### **VI. Meetings and Trainings:**

- A. Members of the F.I.T. pool will meet at least twice (2) per year in addition to any Post Shooting/Assault Incident Investigations for the purpose of organizing, exchanging ideas, updating on law and policy.
- B. At least one of these two annual meetings will be a table top exercise of a F.I.T. investigation for the purpose of improving team communication, skill, training and experience.
- C. At acceptance of the BLEC Mutual Aid Agreement Amendment 1 establishing a BLEC F.I.T. and once the original pool of F.I.T. members is established, a table top exercise should be completed within 30 days. This training should be at least 4 hours long and will be sponsored by BLEC membership.



Acct	Description	FY24		FY24		FY25		Increase/Decrease		% Increase/Decrease	
		5/6/23 ATM	APPROVED	Feb STM & Trnfs	REVISIONS	REQUESTED	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	
	<b>DRAFT</b>										
	<b>GENERAL GOVERNMENT</b>										
100											
114	Moderator	375.76		0.00		390.79		15.03			4%
115	Constable	739.06		0.00		1.00		(738.06)			-100%
122	Select Board Elected	16,200.00		0.00		16,848.00		648.00			4%
122	Select Board Expenses	4,400.00		0.00		4,400.00		0.00			0%
122	Select Board Secretary	4,500.00		0.00		4,698.00		198.00			4%
122	Grant writing wages	5,000.00		0.00		5,000.00		0.00			0%
122	Grant writing expenses	250.00		0.00		250.00		0.00			0%
122	CARI (Communication Access Real Time Translation)	2,300.00		0.00		2,820.00		520.00			23%
123	Town Administrator	80,808.30		0.00		84,040.63		3,232.33			4%
123	Town Administrator Expenses	3,000.00		0.00		3,000.00		0.00			0%
120	Office Assistant Wages	8,456.40		0.00		8,457.00		0.60			0%
120	Office Assistant Procurement, Training & Expenses	250.00		0.00		250.00		0.00			0%
131	Finance Committee Expenses	500.00		0.00		500.00		0.00			0%
131	Finance Committee Clerk	1.00		0.00		1.00		0.00			0%
132	Town Reserve Fund	30,000.00		-824.00		30,000.00		824.00			3%
135	Town Accountant Services	39,300.00		0.00		40,800.00		1,500.00			4%
135	Accounting/Treasurer Software	6,950.00		0.00		7,230.00		280.00			4%
135	Annual Audit	17,500.00		0.00		17,500.00		0.00			0%
135	GASB75	2,750.00		0.00		2,750.00		0.00			0%
141	Assessors Elected	5,229.00		0.00		5,438.16		209.16			4%
141	Principal Assessor Salary	47,443.09		0.00		49,340.81		1,897.72			4%
141	Assistant to the Principal Assessor	1.00		0.00		1.00		0.00			0%
141	Assessors Clerk Wages	11,469.12		0.00		12,301.20		832.08			7%
141	Assessors Expenses	20,900.00		0.00		6,411.00		(14,489.00)			-69%
141	Assessors Software	13,750.00		0.00		19,018.00		5,268.00			38%
145	Treasurer Services	39,750.00		0.00		40,950.00		1,200.00			3%
145	Treasurer Expenses	7,200.00		0.00		7,600.00		400.00			6%
146	Tax Collector Elected Salary	27,855.35		0.00		28,969.56		1,114.21			4%
146	Tax Collector Expenses	5,900.00		0.00		6,550.00		650.00			11%
146	Tax Collector Software	8,200.00		0.00		8,250.00		50.00			1%
151	Legal Fees & Expenses	21,500.00		0.00		21,500.00		0.00			0%
152	Shared Human Resource Director <i>rename Human Resources Consulting</i>	4,000.00		0.00		19,000.00		15,000.00			375%
154	Meeting Warrants Printing & Postage	2,700.00		0.00		3,000.00		300.00			11%
155	IT expenses	12,500.00		0.00		40,000.00		27,500.00			220%
155	Broadband Services (town hall)	2,000.00		0.00		2,000.00		0.00			0%
158	Tax Title Legal Services	5,000.00		0.00		2,500.00		(2,500.00)			-50%
160	Town Clerk Wages	17,916.00		0.00		16,672.00		(1,244.00)			-7%
160	Town Clerk Expenses	5,400.00		0.00		8,110.00		2,710.00			50%
162	Election	6,850.00		0.00		9,784.00		2,934.00			43%
163	Annual Street List/Census Expenses	750.00		0.00		750.00		0.00			0%
171	Conservation Comm.	1,500.00		0.00		1,600.00		100.00			7%
171	Conservation Commission Member Stipends	0.00		0.00		1.00		1.00		#DIV/0!	
171	Conservation Commission Agent Wages	14,000.00		0.00		14,560.00		560.00			4%
175	Planning Board expenses	1,400.00		824.00		3,200.00		976.00			44%
175	Planning Board Clerk	0.00		0.00		0.00		0.00		#DIV/0!	
175	BRPC Assessment	932.21		0.00		955.52		23.31			3%
176	Board of Appeals expenses	250.00		0.00		250.00		0.00			0%
176	Board of Appeals Clerk	1.00		0.00		1.00		0.00			0%
192	Town Offices	42,400.00		0.00		37,550.00		(4,850.00)			-11%
195	Town Report	1,200.00		0.00		1,200.00		0.00			0%
	<b>Subtotal</b>	<b>551,277.29</b>		<b>0.00</b>		<b>596,399.68</b>		<b>45,122.39</b>			<b>8%</b>
200	<b>PROTECTION, PERSONS &amp; PROPERTY</b>										
210	Current Police Chief Salary	88,322.38		0.00		91,855.28		3,532.90			4%

Acct	Description	FY24		FY24		FY25		Increase/ Decrease	% Increase/ Decrease
		5/6/23 ATM	APPROVED	Feb STM & Trnfs	REVISIONS	REQUESTED	Increase (Decrease)		
	<b>DRAFT</b>								
210	Full Time Officer 1	58,240.00		0.00		60,802.56	2,562.56	4%	
210	Full Time Officer 2	58,240.00		0.00		60,802.56	2,562.56	4%	
210	Part Time Officers	52,175.80		0.00		54,471.04	2,295.24	4%	
210	Police Expenses	41,990.00		0.00		43,100.00	1,110.00	3%	
210	Police Rental Facilities	1,000.00		0.00		1,000.00	0.00	0%	
220	Fire Dept Equipment & Maintenance	66,300.00		0.00		60,800.00	(5,500.00)	-8%	
220	Fire Dept Other Expenses	10,100.00		0.00		15,600.00	5,500.00	54%	
220	Fire Dept Compensation	129,920.00		0.00		346,210.00	216,290.00	166%	
220	Fire Hall Lease	17,000.00		0.00		82,500.00	65,500.00	385%	
221	Fire Inspector Stipend	3,516.18		0.00		3,656.83	140.65	4%	
222	Berk. Cty. Sheriff Comm.	11,858.00		0.00		12,213.51	355.51	3%	
240	Building Inspector Wages	42,730.33		0.00		44,430.96	1,700.63	4%	
240	Alternate Building Inspector Wages	1,000.00		0.00		1,000.00	0.00	0%	
240	Building Inspector Expenses	8,532.00		0.00		9,132.00	600.00	7%	
243	Plumbing /Gas Inspector Exp	100.00		0.00		100.00	0.00	0%	
245	Wiring Inspector Expenses	100.00		0.00		100.00	0.00	0%	
291	Southern Berkshire Regional Planning Committee Assessment	500.00		0.00		500.00	0.00	0%	
292	Animal Control/Dog Officer	1.00		0.00		1.00	0.00	0%	
292	Animal Control Expenses	500.00		0.00		500.00	0.00	0%	
293	Animal Inspector	600.00		0.00		624.00	24.00	4%	
294	Tree Warden Salary	4,000.00		0.00		4,160.00	160.00	4%	
294	Tree Warden Expenses	49,000.00		0.00		52,000.00	3,000.00	6%	
	<b>Subtotal</b>	<b>645,725.69</b>		<b>0.00</b>		<b>945,559.73</b>	<b>299,834.04</b>	<b>46%</b>	
300	<b>EDUCATION</b>								
301	School Committee Stipend	1,612.01		0.00		1,676.49	64.48	4%	
380	Schools: Capital	38,644.00		0.00		39,803.32	1,159.32	3%	
380	Schools: Operating & Transportation	1,751,821.00		0.00		1,804,375.63	52,554.63	3%	
380	Loan & Interest SBRSD bond	40,064.00		0.00		41,265.92	1,201.92	3%	
	<b>Subtotal</b>	<b>1,832,141.01</b>		<b>0.00</b>		<b>1,887,121.36</b>	<b>54,980.35</b>	<b>3%</b>	
400	<b>PUBLIC WORKS &amp; FACILITIES</b>								
422	Highway Operations	227,275.00		0.00		226,400.00	(875.00)	0%	
422	Director Of Operations Salary	83,242.24		0.00		86,571.93	3,329.69	4%	
422	Foreman Wages	60,552.00		0.00		62,974.08	2,422.08	4%	
422	Hwy 2 Wages	57,420.00		0.00		59,716.80	2,296.80	4%	
422	Hwy 3 Wages	55,332.00		0.00		57,545.28	2,213.28	4%	
422	Hwy 4 Wages	53,244.00		0.00		45,601.92	(7,642.08)	-14%	
422	Temporary Highway Employee	1.00		0.00		1.00	0.00	0%	
422	Hwy Overtime (not winter)	2,500.00		0.00		2,500.00	0.00	0%	
422	OSHA updates & compliance	6,142.50		0.00		6,200.00	57.50	1%	
422	Highway Capital	142,000.00		0.00		146,000.00	4,000.00	3%	
423	Snow & Ice, Salt & Sand	150,000.00		0.00		150,000.00	0.00	0%	
423	Winter Overtime	22,500.00		0.00		22,500.00	0.00	0%	
424	Public Lighting	4,800.00		0.00		4,000.00	(800.00)	-17%	
425	Fuel	60,000.00		0.00		60,000.00	0.00	0%	
430	Dam Inspection & Maint.	5,000.00		0.00		5,000.00	0.00	0%	
433	Transfer Station Operations	90,000.00		0.00		129,352.85	39,352.85	44%	
433	Transfer Station Part Time Employee Wages	39,573.48		0.00		39,949.91	376.43	1%	
435	Group Purchasing Regional	2,900.00		0.00		1,500.00	(1,400.00)	-48%	
491	Cemetery Maintenance & Lawn Care	22,500.00		0.00		22,500.00	0.00	0%	
491	Soldiers Graves	1,200.00		0.00		1,200.00	0.00	0%	
	<b>Subtotal</b>	<b>1,086,182.22</b>		<b>0.00</b>		<b>1,129,513.77</b>	<b>43,331.55</b>	<b>4%</b>	
500	<b>HUMAN SERVICES</b>								
510	Board of Health Elected Salary	1,200.00		0.00		1,248.00	48.00	4%	
510	Board of Health Expenses	2,325.00		0.00		2,550.00	225.00	10%	
510	Board of Health Clerk Stipend	1.00		0.00		0.00	(1.00)	-100%	
510	Sanitary Inspector Wages	23,113.33		0.00		24,037.86	924.53	4%	

Acct	Description	FY24		FY24		FY25		Increase/Decrease	
		5/6/23 ATM	APPROVED	Feb STM & Trnfs	REVISIONS	REQUESTED	Increase (Decrease)	% Increase/Decrease	
	<b>DRAFT</b>								
510	Public Health Services		2,400.00	0.00	0.00	2,400.00	0.00	0%	
541	Council on Aging		4,422.00	0.00	0.00	4,422.00	0.00	0%	
541	COA Outreach Coordinator Wages		10,498.16	0.00	0.00	10,137.24	(360.92)	-3%	
543	Veterans Benefits		5,000.00	0.00	0.00	5,000.00	0.00	0%	
543	Veterans Assessment		6,525.80	0.00	0.00	7,783.65	1,257.85	19%	
	<b>Subtotal</b>		<b>55,485.29</b>	<b>0.00</b>	<b>0.00</b>	<b>57,578.75</b>	<b>2,093.46</b>	<b>4%</b>	
600	<b>CULTURE &amp; RECREATION</b>								
610	Library General		37,455.00	0.00	0.00	59,095.00	21,640.00	58%	
610	Library Wages		64,565.00	0.00	0.00	67,825.00	3,260.00	5%	
610	Library Maintenance		15,875.00	0.00	0.00	0.00	(15,875.00)	-100%	
630	Park Commission		20,604.00	0.00	0.00	4,440.00	(16,164.00)	-78%	
630	Lifeguard Payroll/Administrative fees		32,193.00	0.00	0.00	32,193.00	0.00	0%	
630	Parks Lawn maint., spring/fall clean up		6,713.88	0.00	0.00	17,094.00	10,380.12	155%	
650	Community Center Operations		16,800.00	0.00	0.00	22,433.00	5,633.00	34%	
650	Community Center Administrative Staff		10,800.00	0.00	0.00	13,529.12	2,729.12	25%	
675	Beach Monitor		3,600.00	0.00	0.00	3,726.00	126.00	4%	
692	Memorial Day		2,000.00	0.00	0.00	2,000.00	0.00	0%	
	<b>Subtotal</b>		<b>210,605.88</b>	<b>0.00</b>	<b>0.00</b>	<b>222,335.12</b>	<b>11,729.24</b>	<b>6%</b>	
700	<b>DEBT SERVICE</b>								
700	Highway Truck Principal		41,430.40	0.00	0.00	0.00	(41,430.40)	-100%	
700	Highway Truck Interest		2,569.60	0.00	0.00	5,636.14	3,066.54	119%	
700	Medical Rescue Vehicle Principal		0.00	0.00	0.00	0.00	0.00	#DIV/0!	
700	Medical Rescue Vehicle Interest		0.00	0.00	0.00	5,000.00	5,000.00	#DIV/0!	
700	Tandem Axle Principal		50,000.05	0.00	0.00	66,667.00	16,666.95	33%	
700	Tandem Axle Interest		6,814.95	0.00	0.00	4,672.63	(2,142.32)	-31%	
700	Library Loan Principal		100,000.00	0.00	0.00	70,950.00	(29,050.00)	-29%	
700	Library Loan Interest		35,000.00	0.00	0.00	32,085.75	(2,914.25)	-8%	
	<b>Subtotal</b>		<b>200,815.00</b>	<b>0.00</b>	<b>0.00</b>	<b>152,925.77</b>	<b>(47,889.23)</b>	<b>-24%</b>	
900	<b>MISCELLANEOUS EXPENSES</b>								
911	Berk. County Retirement		148,440.00	0.00	0.00	150,244.00	1,804.00	1%	
913	Unemployment Insurance		5,000.00	0.00	0.00	1,000.00	(4,000.00)	-80%	
914	Health Insurance		137,596.00	0.00	0.00	171,412.90	33,816.90	25%	
915	Life Insurance		300.00	0.00	0.00	300.00	0.00	0%	
916	Medicare		17,033.63	0.00	0.00	17,460.00	426.37	3%	
945	Bonds & Insurance		112,000.00	0.00	0.00	120,000.00	8,000.00	7%	
	<b>Subtotal</b>		<b>420,369.63</b>	<b>0.00</b>	<b>0.00</b>	<b>460,416.90</b>	<b>40,047.27</b>	<b>10%</b>	
	<b>Total Operating Expenses</b>		<b>5,002,602.01</b>	<b>0.00</b>	<b>0.00</b>	<b>5,451,851.09</b>	<b>449,249.08</b>	<b>9%</b>	
	<b>Proposed change to operating budget</b>					<b>8.98%</b>			
	<b>Total of FY22 Operating Expenses (current year)</b>		<b>5,002,602.01</b>						
	<b>Total of Special Articles (Raise and appropriate)</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>213,722.00</b>	<b>213,722.00</b>		
	<b>Total of Special Articles Free Cash Used</b>		<b>406,180.19</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(406,180.19)</b>		
	<b>Total of Special Articles Gen. Stabilization Funds Used</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>284,000.00</b>	<b>284,000.00</b>		
	<b>Total of Special Articles Health Stabilization Funds Used</b>		<b>17,906.00</b>	<b>0.00</b>	<b>0.00</b>	<b>18,635.00</b>	<b>729.00</b>		
	<b>Total of Special Articles Borrowing</b>		<b>129,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,050,000.00</b>	<b>921,000.00</b>		
	<b>Subtotal</b>		<b>553,086.19</b>	<b>0.00</b>	<b>0.00</b>	<b>1,566,357.00</b>	<b>1,013,270.81</b>		
	<b>Total</b>		<b>5,555,688.20</b>	<b>0.00</b>	<b>0.00</b>	<b>7,018,208.09</b>	<b>1,462,519.89</b>		
	<b>Total:</b>		<b>5,426,688.20</b>	<b>0.00</b>	<b>0.00</b>	<b>5,968,208.09</b>	<b>541,519.89</b>		
	<b>Less: Special Articles of Borrowing</b>		<b>5,426,688.20</b>	<b>0.00</b>	<b>0.00</b>	<b>5,968,208.09</b>	<b>541,519.89</b>		
	<b>Total</b>		<b>5,555,688.20</b>	<b>0.00</b>	<b>0.00</b>	<b>7,018,208.09</b>	<b>1,462,519.89</b>		
	<b>Proposed change to budget after use of outside funds</b>					<b>26.32%</b>			

**SPECIAL ARTICLES** These appear as written articles on warrant not as a spreadsheet

Stabilization Fund Approp	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!
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Acct	Description	FY24		FY24		FY25	Increase/ Decrease	% Increase/ Decrease
		5/6/23 ATM	APPROVED	Feb STM & Trnfs	REVISIONS			
	<b>DRAFT</b>							
	Retiree Group Health/Life Stabilization Fund							
	Approp	30,000.00		0.00		30,000.00	0.00	0%
	Retiree Group Health/Life Insurance (from stabilization acct)	17,906.00		0.00		18,635.00	729.00	4%
	Fire Company Capital							
	Improvements/Expenses	30,000.00		0.00		0.00	(30,000.00)	-100%
	Milfoil Control Lake Garfield	50,000.00		0.00		50,000.00	0.00	0%
	Cultural Council	3,000.00		0.00		3,600.00	600.00	20%
	Resurface Greene Park baseball Field (Parks)	10,000.00		0.00		0.00	(10,000.00)	-100%
	Police Radios	25,621.00		0.00		0.00	(25,621.00)	-100%
	Police Cruiser	64,920.00		0.00		0.00	(64,920.00)	-100%
	SBVA Annual Appropriation	51,670.00		0.00		70,122.00	18,452.00	36%
	Opioid	1,863.19		0.00			(1,863.19)	-100%
	Med 9 vehicle (Fire)	129,000.00		0.00		0.00	(129,000.00)	-100%
	Open Space Recreation Plan Grant Town							
	Share	3,000.00		0.00		0.00	(3,000.00)	-100%
	Hydraulic Rescue Tool	52,000.00		0.00		0.00	(52,000.00)	-100%
	Monitor/Nozzle	10,000.00		0.00		0.00	(10,000.00)	-100%
	Fire Department Pagers	6,600.00		0.00		0.00	(6,600.00)	-100%
	Town Hall Repairs & Maintenance	49,600.00		0.00		60,000.00	10,400.00	21%
	1 ton pickup (highway)	0.00		0.00		84,000.00	84,000.00	#DIV/0!
	mid range wing truck	0.00		0.00		200,000.00	200,000.00	#DIV/0!
	Fire Truck	0.00		0.00		1,050,000.00	1,050,000.00	#DIV/0!
	<b>Totals</b>	<b>535,180.19</b>		<b>0.00</b>		<b>1,566,357.00</b>	<b>1,031,176.81</b>	<b>193%</b>

free cash      free cash & stab      Stabilization  
Borrow