



TOWN OF MONTEREY

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

Approved
5/20/23

Please review the following checklist when planning a special or theatrical event or when requesting a one day alcohol permit.

Event Checklist: Please check all that apply to your special/theatrical event.

Catered food

If you are service catered food your caterer must apply for a food services permit separately with the Board of Health. If this is a pot luck event and is open to the public event (open to all) you will need a temporary permit from the Board of Health.

Over 50 people

If your event will have more than 50 people you will need to submit an emergency contact sheet and plan along with this application (plain paper, no special format).

Tent or temporary structure larger than 700 sq ft

If you are using a tent or temporary structure you or the tent company will need to file for a building permit with the Building Department (online permitting system)

Parking

If the parking for your event will include street parking, a parking plan must be submitted with your application.

Alcohol

If you are a non-profit you will need to submit a copy of your 501(c)(3). Only non-profits may apply for an all alcohol permit (liquor, wine and beer). All applications for alcohol, beer and/or wine must submit a TIPS certified certificate of the person serving and a copy of your insurance certificate stating "alcohol liability" and list the Town of Monterey as an additional insured on it.

Music

If you will be having music, alcohol and more than 100 people you will need to submit a copy of the Certified Crowd Managers certificate that will be in attendance at the event.

Primary contact information:

Name: Erin Hunt Business Name: Bidwell House Museum

Full mailing address: PO Box 537 Monterey MA 01245

Phone: 413-528-6888 Fax: /

Email: bidwellhm2@gmail.com CK 1350 \$25 5/22/23

I certify that I will be responsible for the proper observance of the laws governing the dispensing of such alcoholic beverages. I hereby swear under the pains and penalty of perjury that the information I have given is true to the best of my knowledge and belief. If your permit(s) are granted they must be visible and on site on the day of your event. Failure to obtain a permit may result in your event being shut down and/or fines as they may be applicable.

Signature: 

Date: 5/12/23

Printed Name: Erin Hunt



TOWN OF MONTEREY

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

SPECIAL EVENT/THEATRICAL EVENT AND/OR ONE DAY ALCOHOLIC BEVERAGE LICENSE

This application is subject to any and all laws, regulations, standard, guidelines and policies of the Town of Monterey and any State or federal agency, department or body otherwise having jurisdiction and further subject to the specific terms, conditions and restrictions printed or written herein below or attached.

Event Information:

Name of event: Early American Reenactment Weekend
Address of event: 100 Art School Road Monterey MA 01245
Date of event: 6/23 - 6/25 Start time: variable - 6/23 - 4pm - 7pm End time: 6/24 9-4pm
Number of people attending: 250 Distributor: / 6/25 10-3pm

Will you be charging an admission? yes or no Circle one Music?: yes or no Circle one

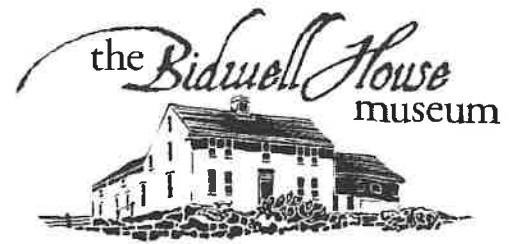
Please check the type of permit(s) you are requesting:

- Theatrical Event permit
- Beer and wine only permit requested.
- All alcohol permit requested. **ONLY NON-PROFIT ORGANIZATIONS MAY APPLY FOR THIS PERMIT. A COPY OF YOUR 501(C)(3) MUST BE SUBMITTED WITH APPLICATION.**

A COPY OF YOUR INSURANCE CERTIFICATE WHICH MUST STATE ON IT "ALCOHOL LIABILITY" AND BE SUBMITTED WITH THIS APPLICATION

Description of the event (please include any temporary structures, their size and the company providing the temporary structure(s) in your narrative):

Revolutionary War-era reenactment - reenactors will give talks and demonstrations throughout the weekend. Snacks will be sold, but not catered. 20'x20' tent will be rented from Mahawe Tent, with a few smaller pop-up tents as needed. Visitor parking will be on-site. No alcohol will be served. Performance Friday evening, with demos and talks on Saturday and Sunday.



Emergency Contacts for Early American Reenactment Weekend

Event Date: June 23 – June 25

Diane Austin, Board President

Home: (617) 247-2596

Home: (413) 623-5825

Email: dinymarie1@gmail.com

Linnea Grealish, Board Vice President

Home: (413) 528-3892

Cell: (508) 254-5147

Email: linnea1027@comcast.net

Franklin Kern, Board Treasurer

Home: (212) 860-2383

Home: (413) 528-3421

Email: FRK@rwkm.com

Heather Kowalski, Executive Director

Home: (413) 551-7522

Cell: (724) 719-8859

Email: bidwellhouse@gmail.com

Erin Hunt, Administrative Manager

Cell: (603) 387-9811

Email: bidwellhm2@gmail.com



Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services
Office of the State Fire Marshal



Certificate of Completion

This certifies that

Kowalski Heather

Successfully completed the Crowd Manager Training Program
In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager

Date issued: July 26, 2021

Expires: July 26, 2024
Certificate #: EeGt429ZSSduG6B

Peter Ostroskey

State Fire Marshal

Cyber Incident Response Plan
for the
Town of Monterey
[Date]

PURPOSE

This *Cyber Incident Response Plan* (“the Plan”) outlines the procedures that the Town of Monterey (“Municipality”) uses to detect and respond to unauthorized access or disclosure of private information from systems utilized, housed, maintained or serviced by Monterey. More specifically, this plan defines the roles and responsibilities of various staff with respect to the preparation, detection and analysis, containment, eradication and discovery and any post-incident activity.

Monterey seeks to prevent unauthorized access, use or disclosure of personal information (“PI”) electronically or otherwise, and to maintain privacy and security measures to protect the confidentiality of PI. “PI” is defined by applicable state law(s). Monterey has implemented reasonable and appropriate safeguards to protect the confidentiality, security and privacy of PI in its possession.

The Plan establishes the creation of the Cyber Incident Response Team (the “Team”), defines what constitutes a security incident or data breach, identifies areas of responsibility, and establishes documentation and assessment procedures.

PREPARATION: THE INCIDENT RESPONSE TEAM

Incident Response Coordinator:

Name: Melissa Noe, Town Administrator	Email: admin@montereyma.gov
Work Phone 413-528-1443 x111	Mobile Phone 413-854-4222

Technology Coordinator:

Name: Tom Roy	Email: tomroy@gmail.com
Work Phone: 413-429-1299	

Communications Coordinator:

Name: Justin Makuc, Select Board Chair	Email: justin@montereyma.gov
Work Phone: 413-528-1443 x114	Mobile Phone: 413-429-5854

Internal Audit Coordinator:

Name: Melissa Noe, Town Administrator	Email: admin@montereyma.gov
Work Phone 413-528-1443 x111	Mobile Phone 413-854-4222

Legal Counsel/Outside Legal Counsel:

Name: Donna Brewer, Miyares & Harrington	Email: dbrewer@miyares-harrington.com
Work Phone 617-804-2423	Mobile Phone

Chief Financial Officer:

Name: Sara Hunter, Treasurer	Email: sara@massmunifin.com
Mobile Phone 413-374-9038	

Human Resources:

Name: Melissa Noe, Town Administrator	Email: admin@montereyma.gov
Work Phone 413-528-1443 x111	Mobile Phone 413-854-4222
Name: Sara Hunter, Treasurer	Email: sara@massmunifin.com
Mobile Phone 413-374-9038	

Email list of the Entire Team with alternate email addresses:

Name:	Primary Email:	Secondary Email:
Melissa Noe	admin@montereyma.gov	melissa@montereyma.gov
Justin Makuc	justin@montereyma.gov	justinmakuc@gmail.com

List of Vendors, third parties and their contact information to aid in the notification requirements in accordance with state law(s):

Vendor Name:	Email:	Telephone:
Forensic Vendor	Contact MIIA rep, Joanne Stoll-Pizzano	800-222-5963
Cyber Liability Insurance Broker and Insurance Company Contact Information	Contact MIIA rep, Joanne Stoll-Pizzano	800-222-5963
Credit monitoring/call center/identity theft mitigation services vendors	Contact MIIA rep, Joanne Stoll-Pizzano Consult with Town Accountant and Treasurer	800-222-5963
Law Enforcement Officials	mpdchief@montereyma.gov	413-528-3211

DETECTION & ANALYSIS:

During a Security Incident investigation, the Team will gather information from multiple computer systems and conduct interviews with key personnel based on the scope of the incident in question. All information gathered or discovered during a Security Incident will be strictly confidential throughout the investigative process. All members of the Cyber Incident Response Team agree to maintain this confidentiality throughout the process.

Security Incident Definition

There are many types of security incidents that may require activation of this Plan and participation by the Incident Response Team; however, some security incidents may be dealt with by IT personnel without further escalation. LOW risk level incidents typically can be carried out by appropriate IT personnel. HIGH risk level incidents typically require further escalation and the input of the Incident Response Team.

LOW Risk Level Incidents

- Failed or failing equipment.
- Port scans.

- Virus outbreaks.
- Physical damage to IT assets (computers, printers, etc.).
- Spyware software found on desktop or laptop computers.
- Attempts at unauthorized access.
- Forwarding rules implemented by staff.
- Invalid logon attempts.

Risk rating LOW incidents will be handled based on the information obtained during the analysis phase. Steps that may be taken will be determined based on the facts and usually can be handled by the Technology Coordinator. The Technology Coordinator should escalate any issues that arise to the full Incident Response Team.

HIGH Risk Level Incidents

- Loss of information confidentiality—either paper or electronic (data theft).
- Compromise of data integrity (damage to data or unauthorized modification).
- Intrusion detection alarms.
- Loss or theft of IT assets or paper information (computers, storage media, removable media, mobile phones, USBs or paper records).
- Physical damage to IT assets (servers, routers, or other equipment in locked facilities).
- System compromise (system vulnerability exploits, defacing, denial of service, etc.).
- Unauthorized changes to system hardware or software.
- Unauthorized installation of software that could be used to exploit or circumvent security.
- Unauthorized access, use or disclosure of data.

Most risk rating HIGH incidents should include involvement of the Cyber Incident Response Team. The analysis phase will help determine the next immediate course of action.

CONTAINMENT, ERADICATION & DISCOVERY:

Investigation and Notification

If a system intrusion has occurred where data might have been compromised, the Team should determine:

- What are the symptoms?
- What may be the cause?
- What systems have been / are being / will be impacted?
- How wide spread is it?

- Which stakeholders are affected?

The Team must document the Incident including information such as:

- Who reported the incident
- What are the characteristics of the activity
- Date and time the potential incident was detected
- Nature of the incident (Unauthorized access, DDoS, Malicious Code, Malware or Ransomware, Phishing Incident, No Incident Occurred, etc.)
- Potential scope of impact
- Whether the Team is required to perform incident remediation and the remediation to be employed

Steps beyond these initial procedures will depend on the severity of the incident. Common steps for many incidents include:

- Disconnect the affected system(s).
- Change passwords.
- Block some ports or connections from some IP addresses.
- Disable services or applications being exploited.
- Implement multi-factor authentication.
- Implement remote monitoring services.
- User Awareness and Education.

Once the incident has been contained, the Technology Coordinator should communicate to the Cyber Incident Response Team the following information:

- The extent of the damage (if any);
- The current status of the incident;
- Which systems are affected;
- Affected systems - Have they already, or can they be patched, hardened or reconfigured to prevent re-infection or re-exploitation?
- The expected time of resolution (if known).

Confirmed breaches of the security or privacy of PI will invoke certain actions to determine whether the PI has been compromised according to applicable state law(s), and whether, under those state law(s), notification of the breach will be made to the affected individual(s) and/or regulatory authorities.

When a security incident has been reported that may involve the unauthorized access, use or disclosure of PI, an investigation will be conducted under the supervision of legal counsel. The Cyber Incident Response Team and legal counsel will determine whether outside vendors are appropriate or necessary to assist in the investigation. The Cyber Incident Response Team and legal counsel will coordinate notifying any applicable insurance broker/company regarding the incident and obtaining approval for the use of any approved vendors.

- The investigation and steps taken will be thoroughly documented. If at the conclusion of the investigation it is determined that no unauthorized access, use or disclosure of PI occurred, no further action is necessary, but the investigation and conclusion will be thoroughly documented.
- If it is confirmed that a breach of security or confidentiality has occurred and has resulted in the unauthorized access, use or disclosure of PI, legal counsel will assess applicable state breach notification law(s) to determine if the incident falls within the definition of a reportable data breach. The investigation and assessment will be documented thoroughly, including the actions taken, the conclusions of the assessment and the basis for the determination that there was or was not a breach of PI in accordance with the applicable state law(s).
- If it is determined that the PI was breached, and notification is required, an analysis of the requirements for notification of the state(s) in which the affected individual(s) reside will be conducted and documented.
- If notification to law enforcement or another regulatory body or agency is required under state law(s), such notification will be made to the regulatory body or agency in accordance with state law(s).
- If state law(s) requires notification to the individual(s), notification will be made in accordance with state law(s). The notification will include any information required by applicable state law(s).
- The Cyber Incident Response Team, in coordination with legal counsel, will determine whether information about the incident will be provided to any other state or federal governmental entities on a case by case basis.

Restoration

After the prevention procedures are completed, the Technology Coordinator and/or Chief Security Officer should work toward bringing the system(s) affected back to functional state. Care should be taken to preserve any evidence of an intruder by backing up logs or the entire system(s) affected. If the incident did not involve the Municipality's electronic systems, the Team should utilize appropriate physical safeguards and/or take appropriate action related to the third-party's acts or omissions related to the incident.

Documentation

The Technology Coordinator should collate all technical documentation (logs, system events, exploit descriptions and other information) regarding the incident, the effects of the incident and any damage incurred from the incident, preservation of all evidence and the steps taken to restore functionality. This documentation should be given to the Cyber Incident Response Coordinator. The Cyber Incident Response Coordinator should document any processes and procedures, and investigative notes, regarding all other security incidents not involving electronic data.

Under the supervision of legal counsel, the Incident Response Coordinator should prepare a written summary of the incident and corrective action taken steps taken to restore functionality. When finalized, a copy of this documentation should be included with the documentation obtained during the final assessment of the incident. As applicable, the Incident Response Coordinator will maintain copies of all notifications sent to individual(s) and/or regulatory bodies and/or agencies.

The Communications Coordinator should obtain a copy of the final assessment of the incident from the Incident Response Coordinator. The final assessment documentation should comprise the written summary of the incident from the Incident Response Coordinator, and, as applicable, the technical documentation, data files and other literature from the Technology Coordinator.

As applicable, the Communications Coordinator is responsible for all communications during an incident and retaining such documentation as part of the incident response file.

POST-INCIDENT ACTIVITY

Responsibilities of the Team – Post Incident:

- Assess damage and cost; assess the damage and estimate both the damage cost and the cost of the containment efforts;
- Review response and update policies, procedures and guidelines; plan and take preventative steps so the intrusion will not recur;
- Consider implementation of additional staff education, as applicable;
- Consider whether a procedure or policy was not followed which may have led to the intrusion;
- Was the incident response appropriate? How could it be improved?
- Was every appropriate party informed in a timely manner?
- Were the incident response procedures followed? How can they be improved?
- Are all systems patched, systems locked down, passwords changed, anti-virus updated, and appropriate procedures, guidelines and policies in place, etc.?
- Have changes been made to prevent a new and similar incident?
- Should any security measures be changed or updated?
- What lessons have been learned from this experience?

Maintenance and Going Forward

- Determine who in the organization has responsibility for maintaining the Plan;
- Make sure the Plan is distributed as appropriate, within the organization;
- Review Plan at least annually;
- Review security measures and technology annually;
- Conduct tabletop exercises at least annually;
- Conduct regular staff and employee education and training in privacy and security;
- Provide regular updates and recommendations to appropriate Municipal governance personnel on security risks, recommended mitigation measures, budgeting requests and education.



BRPC
Berkshire Regional Planning Commission

1 Fenn Street, Suite 201
Pittsfield, MA 01201
T: (413) 442-1521 · F: (413) 442-1523
TTY: 771 or (800) 439-2370
berkshireplanning.org

Amended Agreement By and Between
Town of Monterey
and Berkshire Regional Planning Commission

THIS AMENDED AGREEMENT made as of the 23rd day of May, 2023, 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 Community Compact Best Practices Program to prepare an Open Space and Recreation 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 June 1, 2023, 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 \$15,000, 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 Community Compact 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:

5/30/23

COMMISSION:

By:

Thomas Matuszko
Executive Director

Date:

For BRPC Use Only

Agreement Reviewed by Office Manager _____ Finance _____ Dpt# Name _____

Attachment A -Scope of Services

The Berkshire Regional Planning Commission (COMMISSION) will provide direction and guidance to assist the Town of Monterey (TOWN) to prepare an Open Space and Recreation Plan (OSRP) to meet the requirements of the Massachusetts Division of Conservation Services (DCS) as specified in the "OPEN SPACE AND RECREATION PLAN REQUIREMENTS" document prepared by DCS. The following tasks will be conducted.

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

Using the existing plan as a basis, the COMMISSION will provide direct technical planning services, such as conducting research, preparing analysis and evaluation to prepare the required resource inventory and maps.

Deliverables: Draft sections of an OSRP

Task 2: Conduct public participation process.

BRPC will conduct a public participation process in the development of the OSRP. This public process will have the following primary components:

- A. Open Space Advisory Committee (OSAC): The TOWN will establish an OSAC to provide overall guidance and stakeholder input to this effort. The OSAC will provide guidance to overall goals, assist in the identification of key issues, provide input to data and findings, and provide guidance to the recommendations and action plan. The COMMISSION will coordinate activities of the OSAC including working with the Committee Chair to establish the agenda, assist with meeting announcements and participate at meetings. Communications about meetings will be conducted by e-mail only. Communication with Committee members who may not have access to e-mail will be the responsibility of the TOWN. Meeting minutes will be prepared by the TOWN. A minimum of six meetings will be held with the OSAC.

Deliverables: A minimum of six meetings and meeting material

- B. Stakeholder Interviews: The COMMISSION will interview key stakeholders to gauge recent activities and current attitudes and needs regarding open space and recreation. These may include user groups, board members, organizations, etc.

Deliverables: Results from stakeholder interviews integrated into the OSRP

- C. Public Forums: The COMMISSION will conduct two public forums. The forums, which may be conducted virtually, will be aimed at gauging public opinion about open space and recreation needs and opportunities.

Deliverables: 2 Public Forums

- D. Public Opinion Survey: The Commission will prepare, distribute (via Survey Monkey), analyze, and integrate the results of the survey into the planning process and plan.

Deliverables: Survey Results

Task 3: Final wrap-up and submission of draft Open Space and Recreation Plan to the DCS.

A draft and final report will be prepared. A draft plan will be presented for review and approval by the TOWN. The complete draft Plan will be available for public review and comment. The COMMISSION will incorporate any resulting comments into a final Open Space and Recreation Plan. The TOWN will be responsible for the production and distribution of multiple copies of the Open Space and Recreation Plan.

Deliverables: Draft OSRP
"camera-ready" copy of a Final OSRP, including digital copy



TOWN OF MONTEREY

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

May 30, 2023

To Whom It May Concern:

We are asking for your consideration of the town's application for a Rural and Small Town Development and/or MassWorks Infrastructure Program grant for the culvert replacement on Sandisfield Road in Monterey.

This is a rural project that will enhance travel and tourism to our area and will not directly impact economic development. Sandisfield Rd is a main route to access the Town of Sandisfield, the Monterey Water Company and Hume Lake Camp which sees thousands of visitors each month. Sandisfield Rd is a major connector to West Street and Route 57 in Sandisfield which serves to connect motorists and tourists from Connecticut, South Eastern Berkshire County to points North and West. This road is also an alternative (and scenic) route for RT23 and Town Hill Rd in Otis.

We look forward to working with the Commonwealth of Massachusetts on this project that will enhance the culvert resilience, improve stream habitation and the safety of all users and residents of this roadway for years to come. Thank you for your support of this application.

Respectfully,



Justin Makuc, Chair
Monterey Select Board



Frank Abbott

Phone: 413.528.1443 x114 Fax: 413.528.9452

admin@montereyma.gov

www.montereyma.gov



**FINAL REPORT
STATE AID REIMBURSABLE PROGRAMS**

Updated 8/17/2021

FUNDING PROGRAM: Chapter 90 Municipal Small Bridge Complete Streets Other

Contract #: 50896

City/Town: Monterey Project Name: New Holland Loader

Location(s): Monterey

Length: n/a Feet Width: _____ Feet

Work was Started: 5 / 1 / 23 and Completed: 5 / 16 / 23

Work was Suspended: / / and Resumed: / /

Done by: Force Account Advertised Contract Other

City/Town submitted Contractor Evaluation to MassDOT Prequalification Unit, if applicable (Chapter 90 only): Yes No

*** REMARKS:**

EXPENDITURES:	State Funds @ 100%	\$79,545.70
	Municipal Funds	\$0
	Other Funds	\$0
	TOTAL PROJECT EXPENDITURES	<u>\$79,545.70</u>

SCOPE OF WORK:

Purchase of new loader

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:	
Director of Operations	
Highway Officer's Title	Date
	5-30-23
Accounting Officer's Title	Date
TOWN ACCOUNTANT	

SIGNED:	
	5/30/23
	5/30/22
Duly Authorized Municipal Officials	Date

- Include additional contract numbers 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.

Submit this Form to District Highway Director



State Aid Reimbursable Programs Reimbursement Request

City/Town: Monterey Project Name: New Holland Loader

Contract # 50896

Program Type: Chapter 90 Complete Streets Shared Streets Small Bridge Other

Project request was approved on 5/1/23 For \$ 79,545.70

at 100% Reimbursement Rate = \$ 79,545.70

1) Attached are forms which document payment of approved expenditures totaling \$ 79,545.70 for which we are requesting \$ 79,545.70 at the approved reimbursement rate of 100%.

2) The amount expended to date on this project is \$ 79,545.70 Including this payment.

3) Is this request for a FINAL payment on this project? Yes No
If yes: Include a "Final Report"

4) Remarks:

Loader has been paid for and delivered to the town

CERTIFICATION

A. I hereby certify under penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.

(Signed) Director of Operations (Municipal Highway Official Title) _____ (Date)

B. I/we certify under penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 and Chapter 11, Section 12 is acknowledged as applicable.

REVIEWED AND APPROVED FOR TRANSMITTAL

by Euro A. Gendron

Signed: [Signature] 5/30/23
Frank Abbott 5/30/23

Town Accountant
(Accounting Officer's Title)

DATE 5-30-23

(Duly Authorized)

Submit this form to the District State Aid Engineer and Highway Director.

May 30, 2023

Select Board
Town of Monterey

Dear Select Board,

We would like to bring this matter to your attention.

The pavilion has a drastic parking space shortage which is overflowing to the town road and affecting our property. With the present signage and lack of pavilion parking, the town is forcing people to use our property.

We purchased 19 Fox Hill Road last August. Little did we know that our driveway/lawn is a turnaround and our lawn a parking lot for all pavilion events. This has created a great disruption to our peace, privacy, and property. For elections and steak roasts, the police department installs a barricade that seems to be effective. Maybe that's what is needed for all events as people are discourteous and unpleasant especially when they are asked to move. Additionally, our dog barks when vehicles enter our driveway and if outside, she goes to greet them thinking she knows who they are and is at risk while the cars are turning. Our lawn has wear from repeated tire tracks and our parked vehicles have had close calls. This past Memorial Day weekend was no exception with 3 days of events that negatively impacted all of us.

At best guess, there are approximately 8 actual parking spaces at the pavilion (not including the firehouse). Event attendees fill all the firehouse parking spaces, more park in front of the pavilion, a scattered amount at the short end of the building and all the rest along the road. AA meetings every Sunday at 9:00 am have approximately 30 cars. A birthday party last fall had approximately 40 cars and were parking on both sides of our driveway as well as down the road along our wooded area. It is worrisome as to what would happen if a fire occurred during an event. Where would the firefighters park? Could an emergency vehicle get through?

We've heard that several times a parking lot has been proposed for the land next to the pavilion. A parking lot of a minimum of 75 spaces would be recommended. I think there's no time like the present to pursue this project. We hope that the Board will take our concerns with great thought to resolve this issue.

Thank you,
Timothy and Myrna Carson



Sunday



Saturday





Sunday AA

