



CBS VENTURES, INC. D/B/A
NETWORK ENGINEERING & SECURITY
164 Main Street
Becket, MA 01223
(413) 623-0172
(413) 623-8933 [FAX]

June 21, 2023

Melissa Noe
Town of Monterey
435 Main Road
Monterey, MA 01245

Dear Ms. Noe:

Thank you for considering Network Engineering & Security for your current and future computer needs. I am pleased that you find my services to be of value to you and I look forward to our continued business relationship. I have included pricing on network upgrades:

File Server:

1	NEX-R-2U	Intel Dual 12 Core Xeon File Server 2U Rackmount Chassis Dual Intel 2.6ghz 12 Core Xeon Processors 64GB Dual Ranked DDR4 ECC Registered RAM 2 1.92TB Solid State Hard Drives (Hardware RAID 1) 2U Tower Chasis w/ Redundant 1100W Power Supplies	\$7,550.00	<u>\$7,550.00</u>
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Installation of 1 Physical Server Running 2 Virtual Servers: \$2,500.00 \$2,500.00

Total Server/Installation: \$10,050.00

Software Licenses:

12	GMGF0D5RK0994-P	Windows Server 2022 Core	\$134.00	\$1,632.00
15	GMGF0D5VX-0006-P	Windows Server 2022 - 1 User CAL	\$46.00	\$690.00
5	GMGF0D7HX-0009-P	Windows Server 2022 - 1 User RDSCAL	\$130.00	\$650.00

Total Licensing: \$2,972.00

Microsoft Office (Optional):

15	021-10625	Microsoft Office 2021 Standard Government	\$450.00	<u>\$6,750.00</u>
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Local Backup Software/Hardware:

1	BUA	BackupAssist w/ 2 year Protection	\$449.00	\$449.00
1	BUA-HV	BackupAssist Hyper-V Add-on	\$249.00	\$249.00
5	S4TB30	Seagate 4TB External USB 3.0 Backup Hard Drives	\$115.00	\$575.00

Total Backup Software/Hardware

\$1,273.00

Cloud Backup (Optional but recommended):

1	BUACL	BackupAssist Cloud Backup Option	\$129.00	\$129.00
12	CloudBU	Cloud Backup Storage (Monthly Recurring)	\$89.00	\$1,068.00

Tpta; Cloud Backup Option

\$1,197.00

If you have any other questions, comments, or concerns, please feel free to give me a call and once again thank you for the opportunity

Sincerely,

John E. Shannon III, ASE, CNE, A+
Senior Systems Engineer



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June 16, 2023

Melissa Noe
Town of Monterey
435 Main Road
Monterey, MA 01245

Dear Ms. Noe:

Thank you for considering Network Engineering & Security for your current and future computer needs. Here is the quote for the Service Contract as we discussed.

Service Contract:

1	NETSERV	Network Service Contract	\$2,800.00	\$2,800.00
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Anti-Virus and Endpoint Detection & Response

14	NGAVEDR	Webroot NGAV / EDR - Per PC Per Month	\$30.00	\$420.00
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If I got the total number of PCs incorrect for NGAV, simply add \$30.00 to the total for each additional PC.

As we discussed our service contracts are all inclusive. If you have a problem, we either remote in or stop by to correct it. If we determine the problem is with one of the various software packages used and not the Network, PC, or Operating System, we will point the user to the software vendor and assist as necessary.

Any network reorganization needs would be billed separately at our normal Service Contract Labor rate of \$150/Hr. When you decide your timeframe for shifting to Office 365, we can give you a proposal on the total cost of the conversion.

If you have any other questions, comments, or concerns, please feel free to give me a call and once again thank you for the opportunity.

Sincerely,

John E. Shannon III, ASE, CNE, A+
Senior Systems Engineer

Town Administrator

From: Shannon, John <JShannon@netengsec.com>
Sent: Wednesday, June 21, 2023 10:07 AM
To: Town Administrator
Subject: RE: IT support

Melissa,

Yes. The \$2,800 covers everything you detailed. At least for year 1. If we find there is a lot of work, Year 2 and forward may increase accordingly beyond inflation levels.

I'll conform a quote for you and get that sent out. I recently did one for Becket and the pricing hasn't changed significantly so it shouldn't take too long.

Thank you,



John E. Shannon III
Senior Systems Engineer/Owner
Network Engineering & Security
(413) 623-0172 x 202
www.net-engineering.com

I encourage everyone to go to our website under the news section to review our article on good e-mail security practices.

Follow us on Facebook and Twitter to be notified when we post information about malware and other subjects on our website.

Social media links are on the footer of our webpage.

From: Town Administrator <admin@montereyma.gov>
Sent: Tuesday, June 20, 2023 4:41 PM
To: Shannon, John <JShannon@netengsec.com>
Subject: RE: IT support

So just to make sure I have it clear it is \$2800/year for you to monitor our cloud servers and handle as many tech calls that come in, right?

The only thing missing was you were going to send me a quote for a server and installation (believe you said \$10,500) but I would like something in writing for the Board to review/consider.

Melissa

From: Shannon, John [<mailto:JShannon@netengsec.com>]
Sent: Friday, June 16, 2023 9:36 AM
To: Town Administrator <admin@montereyma.gov>
Subject: RE: IT support

Melissa,

Town Administrator

From: Shannon, John <JShannon@netengsec.com>
Sent: Wednesday, June 21, 2023 11:24 PM
To: Town Administrator
Subject: RE: IT support
Attachments: ToNM - Server Upgrade - Town Hall.pdf

Melissa,

Here is the pricing on the server upgrade. This includes 5 licenses for Remote Access via Microsoft Remote Desktop Web Services though I didn't include the \$4/month/user for DUO for 2 Factor Authentication which is no required by MIIA for Cyber Insurance. You could continue to use your current remote desktop solution or add the total number of licenses (above the 5 I specified) and the \$4/month/user to get the accurate pricing.

Though I'm a proponent for keeping my data on my own servers (or at least local to me) and I don't like cloud based software since it locks you to that vendor too tightly, so much of your software is already in the cloud I can't really make a recommendation either way.

Thank you,



John E. Shannon III
Senior Systems Engineer/Owner
Network Engineering & Security
(413) 623-0172 x 202
www.net-engineering.com

I encourage everyone to go to our website under the news section to review our article on good e-mail security practices.

Follow us on Facebook and Twitter to be notified when we post information about malware and other subjects on our website.

Social media links are on the footer of our webpage.

From: Town Administrator <admin@montereyma.gov>
Sent: Tuesday, June 20, 2023 4:41 PM
To: Shannon, John <JShannon@netengsec.com>
Subject: RE: IT support

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The only thing missing was you were going to send me a quote for a server and installation (believe you said \$10,500) but I would like something in writing for the Board to review/consider.

Melissa

From: Shannon, John [mailto:JShannon@netengsec.com]
Sent: Friday, June 16, 2023 9:36 AM

Town Administrator

From: Town Administrator
Sent: Friday, July 7, 2023 9:51 AM
Subject: IT proposals
Attachments: whalley proposal_20230707095357.pdf; jshannonproposal_20230707095305.pdf

1. Compuworks – said we are too small for them
2. Mad Macs: basic managed service for 15 units \$675/month, project work is \$125/hr, onsite work is \$125/hour, advanced security is another \$20/month
3. Whalley: Attached
4. John Shannon: Attached

Respectfully,

Melissa Noe

Town Administrator
Town of Monterey
413-528-1443 x111

A single leaf working alone provides no shade. – Chuck Page

Town Administrator

From: Joe Smith <JVS@wca.com>
Sent: Monday, June 26, 2023 5:48 PM
To: Town Administrator
Subject: WCA Managed Infrastructure Proposal - Town of Monterey
Attachments: Managed Services - Managed, Monitoring and Alerting (1).pdf; Town of Monterey - Managed Services - LOI.pdf

Dear Melissa,

I apologize for the time that I am sending this to you. I am writing to introduce you to WCA and present our proposal for a managed service partnership, specifically focusing on our Network as a Service offering. We believe that our comprehensive managed network services can greatly benefit your organization by providing efficient and reliable networking solutions while reducing your IT costs.

At WCA, we understand the importance of having a robust and secure network infrastructure to support your business operations. With our Network as a Service (NaaS) model, we take care of the complete network management, allowing you to focus on your core business activities while enjoying a hassle-free networking experience.

To provide you with more detailed information about our Managed Service program, I have attached a flyer outlining the services and benefits you can expect from WCA. This document will give you understanding of the value we bring to our clients and the competitive advantage we can offer your organization.

We would be delighted to discuss our proposal further and address any questions you may have. Please let us know a convenient time for a call or a meeting, and we will be glad to arrange it accordingly.

Thank you for considering WCA as your managed service partner. We are confident that our Network as a Service offering will empower the Town of Monterey with a reliable and efficient network infrastructure.

We look forward to the opportunity to work with you and contribute to your town's success. Please feel free to contact me directly for any further assistance.

Best regards,

Joe

Joseph Smith
Account Executive
Whalley Computer Associates
jvs@wca.com Joseph.Smith@wca.com
413-454-9812
www.wca.com





Whalley Computer Associates, Inc.



Computer Sales and Service

Managed Infrastructure

Town of Monterey

June 26th, 2023

Whalley Computer Associates

9 Industrial Road
Milford, MA

One Whalley Way
Southwick, MA

www.wca.com



Whalley Computer Associates, Inc.



Computer Sales and Service

WCA Solutions

- Server and Desktop Virtualization
- Failover Architecture (BC/DR)
- Datacenter Deployment & Migration
- Server and Storage Consolidation
- Network Infrastructure
- As a Service Infrastructure (IaaS, DaaS, DRaaS)
- Assessment Services
- IT Security Services
- Infrastructure Support
- Infrastructure Management
- Engineering Staff Augmentation
- Green Computing Technologies
- Training and Testing

Methodology

This document serves to verify the expectations of both parties regarding the requested services, preliminary requirements, and determine next steps. Budgetary pricing is included. Confirmation of this does not deem an agreement on the client's behalf to engage with WCA, nor does it serve as a formal Statement of Work (SOW).

Acceptance of this proposal, either verbal or otherwise, serves as an indication and guide for next steps which would be the creation of a detailed scope of work.

We thank you for the opportunity to earn your business!



Whalley Computer Associates, Inc.



Computer Sales and Service

Client Request

WCA has been asked to provide a solution to assist Town of Monterey with Full Managed Services including End User Support, Managed Workstations, Managed Server, and Managed Network as a Service. The below solution outlines what is included in WCA's Managed Services offering. This proposal is based on the number of devices that WCA will be responsible for. The below Pricing Summary provides budgetary pricing based on the below Solution.

WCA Solution

The solution proposed by WCA includes the following components:

- Service Desk for Unlimited End User support requests
- Managed XDR Threat Protection on all Endpoints
- Managed Patch Management on all Windows Endpoints
- Microsoft 365 Management and Support
- 24/7 Infrastructure Monitoring and Alerting through WCA's Network Operations Center
- After-Hours Emergency Remote Support for Critical Alerts and requests via a combination of WCA's Service Desk and Network Operations Center
- Annual IT Audits to best practice standards through Technology Business Reviews to identify gaps and provide future technology road maps.
- Infrastructure Mapping and Documentation Services
- Customized Monthly Health Reports



Whalley Computer Associates, Inc.



Computer Sales and Service

Pricing Summary (Recurring Costs)

Description (Monthly Breakdown)	Term	Price
Service Desk for End User support (Includes Microsoft 365 Support) – Qty 14	36 month	\$1,400.00
Managed Endpoint (Including Threat Protection and Patching) – Qty 8	36 month	\$80.00
Managed Server (Includes Threat Protection and Patching) – Qty 1	36 month	\$100.00
*Network As A Service (2 Meraki MR44 Access Points, 1 Meraki MS210-24 Switch, 1 Fortinet 60F Firewall w/ IPS Services)	36 month	\$420.00
Managed Network As A Service Base	36 month	\$300.00
Strategic Business Planning – Qty 1 per year	36 month	\$90.00
Total:		\$2,390.00

*Network As A Service pricing is budgetary only and may change depending on availability

Pricing Summary (One Time Costs)

Description	Term	Price
Onboarding Fee (Time and Materials Not to Exceed)	N/A	\$10,000.00
Total:		\$10,000.00



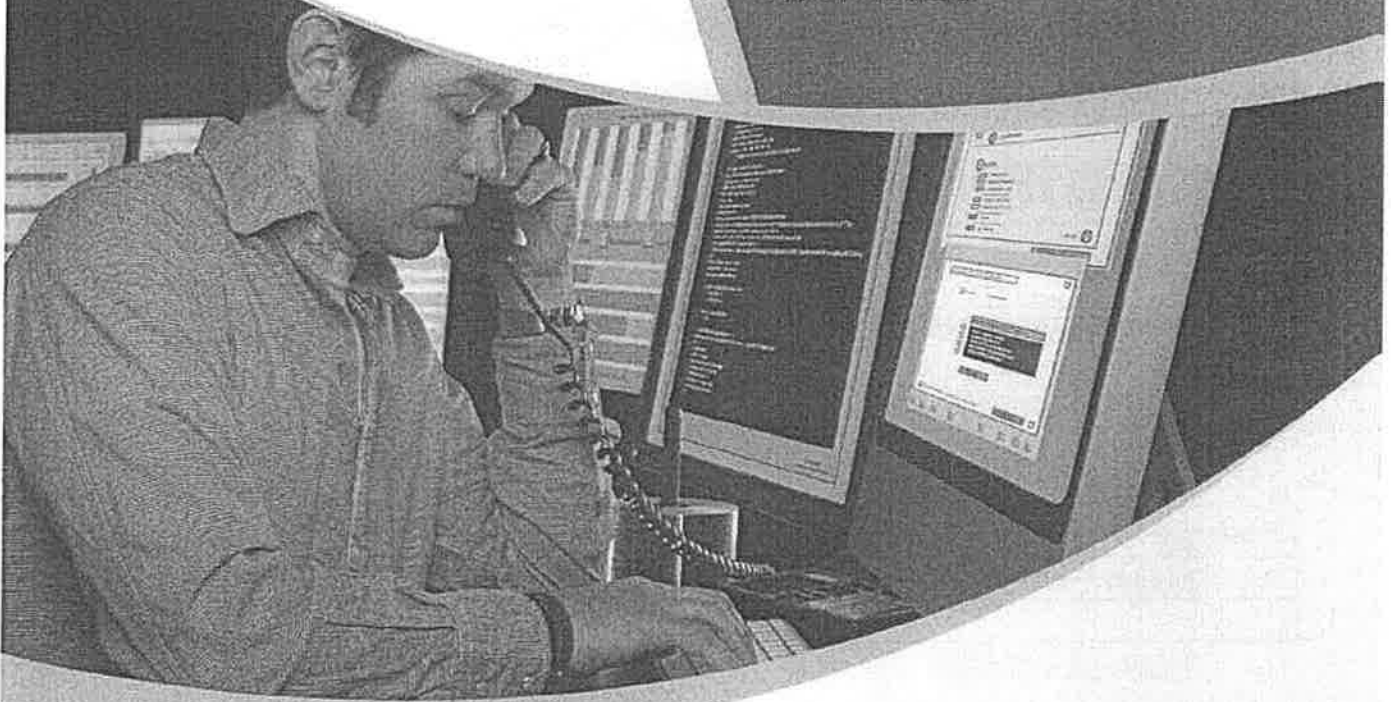
1 Whalley Way
Southwick, Ma 01077

9 Industrial Road
Milford, Ma 01757

- Phone: 877-569-4200
- Email: wcabiz@wca.com
- Website: wca.com

Whalley Computer Associates

WCA is an exceptional technology sales and service organization that partners with customers to reduce their costs and increase the efficiency through technology. We accomplish this by providing unbiased presales consultation, exceptional pricing, outstanding deployment and maintenance services anywhere in North America.



About WCA

Locally owned family business since 1979

140 Computer Professionals

40 Technicians and Engineers

Two World Class Facilities

VarBusiness ranks WCA in the top 1% of All Solution Providers in the United States

HP, Dell, Lenovo & IMSN rank WCA amongst the best service organizations in America

IBM recognized WCA as one of the best six service organizations in North America

Managed, Monitoring, Alerting & Support

WCA offers Managed Services that can help improve your company's IT success. Our team can manage your company's equipment many other capabilities including the following:

- Cyber Security Monitoring Systems
- Remote Support Call Center
- Incident and Project On-site Staffing

Full Details on these services can be found on the back of this sheet.

Managed Service Offerings - Managed, Monitoring, Alerting & Support

Cyber Security Monitoring Services

- Knowledgeable Support Engineers with expertise in all fields of today's top business applications

Remote Support Call Center

- Team of Remote Technology Engineers in the WCA Client Command Center handling Support Calls Monday- Friday 7am-7pm

Incident and Project On-site Staffing

- Over 120 Computer Specialist available for special projects deployments or emergency incident response

Senior Level Engineering services



Live Support Desk M-F 7a-7p



24 Hour Urgent Support



Antivirus Client For All Computers



Cyber Security Monitoring



24x7 Alerting And Monitoring Of All City
Systems



Inventory Management



Asset Management/Tracking



CIO Services (VCIO)



Future Project Planning



Software Licensing Management



Incident Tracking/Management System



Software Update Management



Please contact Whalley Computer Associates for all your Managed Service needs.

Kevin Russell | Manager of Managed Services | kdr@wca.com | (w) 413.569.4382 | (m) 508.330.7709

TOWN OF MONTEREY

CONTRACT # _____

STATE CONTRACT # (if applicable) PRF-74

DATE: 7/11/23

This Contract is entered into on, or as of, this date by and between the Town of Monterey, 435 Main Road, Monterey, MA 01245, (the "Town or Monterey"), and

Beacon Integrated Solutions

["Contractor"]

Beth S. Greenblatt

[Contact Name for Responsible Person]

Managing Director

P.O. Box 320325

Boston, MA 02132

[Address of the Contractor]

617-469-2172

[Telephone Number]

617-419-1163

[Fax Number]

bgreenblatt@beacon-llc.com

[email address]

1. This is a Contract for the procurement of the following:

Owner's Agent Services in support of Monterey's goal to engage a qualified solar developer/integrator to provide renewable energy assets, specifically solar photovoltaic, potentially paired with battery energy storage on two municipal buildings and the capped landfill, all located on the same legal parcel. The development of such solar arrays and potential battery-energy storage system will be pursued under third-party ownership and classified under the Commonwealth's definition of a Community Shared Solar project.

Beacon understands that Monterey was awarded a Municipal Energy Technical Assistance Grant by the Massachusetts Department of Energy Resources to pursue the goals of this Contract.

The Scope of Work is set forth in Exhibit A.

2. The Contract price to be paid to the Contractor by Monterey is:

Not to exceed \$15,000 for up to 90 professional hours for Beth Greenblatt. Travel and travel related expenses are an additional expense. Beacon shall invoice at the discounted hourly rate of \$165.00 for the professional services provided by Beth Greenblatt only. If Monterey requires Beacon to engage additional technical or financial support for the services provided under this Contract, Beacon shall propose for Monterey's consideration and approval such staff and budget to provide such support. Travel is billed at cost and travel time is billed at 50% of the professional services rate.

The Fee Schedule is set forth in Exhibit B.

3. Payment will be made as follows:

3.1 Fees and Reimbursable Costs shall not exceed \$15,000 for up to 90 hours of professional services. Travel and travel time expenses are billed as an additional expense as more fully set forth in Exhibit B.

3.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. Monterey will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to Monterey when the project is completed, and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications. The Contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before September 29, 2024 unless extended, in writing, at the sole discretion of Monterey, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which Monterey is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by Monterey's Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to Monterey.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default:

8.1 Without Cause. Monterey may terminate this Contract on seven (7) calendar days notice when in Monterey's sole discretion it determines it is in the best interests of Monterey to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by Monterey to be in default of any term or condition of this Contract, Monterey may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination for cause, Contractor will be paid for services rendered to the date of termination.

8.3 Default. The following shall constitute events of a default under the Contract:
1) any material misrepresentation made by the Contractor to Monterey; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the

specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to Monterey, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by Monterey as unsatisfactory, or erroneous, (v) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vi) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (vii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and Monterey's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and Monterey shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both Monterey and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, ace, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of Monterey, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of Monterey.

15. Condition of Enforceability Against Monterey:

This Contract is only binding upon, and enforceable against, Monterey if: (1) the Contract is signed by the Select Board or its designee; and (2) endorsed with approval by Auditor as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against Monterey unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage;

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of Monterey shall be individually or personally liable on any obligation of Monterey under this Contract.

19. Indemnification:

The Contractor shall indemnify, defend and save harmless Monterey, Monterey's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the

Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse Monterey for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by Monterey' gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limited or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

20. Insurance.

20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts. In the event that performance of the services provided for in this Contract necessitates the engagement of additional employees who are subject to the provisions of c.152, Contractor shall comply with all requirements of c.152.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify Monterey for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to Monterey a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by Monterey.

20.2 Professional Liability Insurance

Liability of \$250,000 per claim and \$250,000 aggregate. Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify Monterey for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$2 Million annual aggregate for property damage and \$1 Million per person and \$2 Million per occurrence for bodily injury, which shall include Monterey as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work

including injury or destruction of tangible property, including loss of use resulting therefrom.

- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and Monterey from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify Monterey as an additional insured (except Workers' Compensation) The Contractor must provide notice to Monterey immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to Monterey.

21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of Monterey for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as an Monterey employee as a result of work performed pursuant to the terms of this Contract.

22. Payment

Monterey agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from Monterey of the work completed.

23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth, County of Dukes, or the federal district court sitting in the Commonwealth, County of Dukes, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither Monterey nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

Town of Monterey by:

[Signature] 7/11/23
Date

Justin Makuc
Print Name Select Board Chair

The Contractor by:

[Signature] 7/11/23
Signature Date

Beth Greenblatt, Managing Director
Print Name & Title

[Signature] 7/11/23
Date

[Signature]
Print Name

Frank Abbott
Susan Cooper +
Frank Abbott

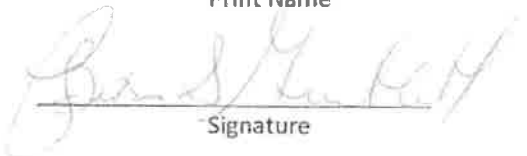
CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Beth Greenblatt

Print Name


Beth S. Greenblatt

Signature

Managing Director

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A Beth Greenblatt, authorized signatory for Beacon Integrated Solutions, whose principal place of business is at P.O. Box 320325, Boston, MA 02132, does hereby certify under the pains and penalties of perjury that Beacon Integrated Solutions has paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.


Beth S. Greenblatt

Beth S. Greenblatt

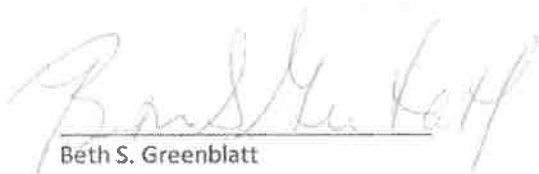
Written Consent

7-11-23

(Date)

The undersigned, being the Managing Director of Beacon Integrated Solutions, a Delaware Limited Liability Company registered in Massachusetts as a Foreign Limited Liability Company (the "Company") is:

1. authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.
2. authorized, from time to time, in the name and on behalf of this Company, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents.
3. authorized, from time to time and on behalf of this Company, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents, and the signature of such Managing Director to be conclusive evidence that the same is authorized by the directors of this Company.



Beth S. Greenblatt
Managing Director

EXHIBIT A – SCOPE OF WORK

Task 1. Strategy Development

Beacon understands that the Monterey Renewable Energy Working Group (“REWG”) is interested in investigating and pursuing a comprehensive strategy toward integrating solar photovoltaic systems, potentially paired with battery-energy storage solutions at two municipal buildings and the Town’s capped landfill, all located on the legal parcel of land.

Monterey is interesting in pursuing a large-scale project and qualifying such project under the Commonwealth’s defined definition of a Community Shared Solar project to enable the municipality, the Monterey public (inclusive of residential homeowners and renters, and small businesses) and neighboring communities to benefit directly from the solar generation delivered into the National Grid distribution network.

Our work begins with meetings with Monterey’s REWG to develop the goals, approach, and procurement strategy. To ensure Monterey’s goals are met and stakeholder acceptance is achieved, Beacon will work with the REWG to establish key stakeholder goals with respect to the project. It will be particularly important to address key goals and requirements for project classification and ultimate beneficiaries. We will facilitate a project meeting/conference call to discuss project goals and objectives, project schedule, coordination and execution strategies, educational requirements, stakeholder outreach strategies, environmental strategies, and measurement protocols. We will participate in, and support strategies designed to meet community objectives, while supporting Monterey’ broader environmental goals.

Beacon will assist Monterey in developing a sound approach, business strategy and methodology to procure renewable energy asset services through a comprehensive solicitation process. Beacon’s proposed strategic approach is collaborative and will allow Monterey to define its economic thresholds, commercial terms, implementation schedule and overall project goals.

Task 2. Procurement Support

Solicitation Development:

Beacon will leverage its success with other clients in developing a solicitation document that provides for a streamlined procurement effort while ensuring that the proposals received are detailed, comprehensive, and enable Monterey to make a buying decision based on key business criteria. Specifically, we will utilize our highly successful procurement documents, templates and processes to support timely implementation. We will integrate key components of the commercial terms and requirements established by Monterey as needed.

The solicitation document requirements will comply with the obligations of the relevant procurement statute and would at minimum include the scope of work to be performed, project requirements, a detailed description of Monterey’s procurement process and terms and conditions, pricing scenarios, a detailed project schedule and specific evaluation criteria.

The procurement documents will include the project requirements, a detailed description of Monterey's procurement process and terms and conditions, pricing scenario requirements, a detailed project schedule and specific evaluation criteria.

A key component to the solicitation document includes Beacon's pricing options workbook, which enables qualified solar firms to present lease, credit purchase and property tax pricing structures. As Monterey is aware, the solar assets to be installed on public property, if owned by a private third-party, are currently subject to personal and real property tax. The personal property tax liability, if not qualified for an exemption, can be negotiated under a PILOT, but the real property tax must be assessed annually. Beacon's pricing workbook enables solar firms to provide varying scenarios in the same format to allow for a direct financial comparison among proposals.

Further, working with Monterey we would compile the technical aspects of the solicitation documents including data requirements and supporting documentation (as available), including site assessments, reports, site plans and maps, closure and post closure reports, compliance filings, by-laws, etc.

We will develop and publish within the solicitation documents the comprehensive Evaluation Criteria and a Scoring Matrix to provide full disclosure to the solar firms of Monterey' critical selection requirements and considerations.

Solicitation Support:

Beacon will support Monterey throughout the procurement process providing leadership in responding to vendor inquiries and in issuing addenda. Beacon's experience with renewable generation projects uniquely positions us to advise and guide Monterey in responding to specific questions arising from these types of procurements.

Mandatory Pre-Proposal Conference and Site Visit Facilitation:

Beacon will facilitate the activities for a mandatory pre-proposal conference and site visit in advance of vendor proposal submission. Such mandatory pre-proposal conference shall provide interested bidders with project background, overview of the site and proposal requirements. Moreover, the mandatory pre-proposal conference will include an optional site tour of the overall parcel. If desired, the mandatory pre-proposal conference can be conducted via video conferencing such as Zoom. Beacon has facilitated such video conferencing sessions with much success in connection with projects exactly as contemplated by Monterey.

Commercial Contracting Support:

Relying on the recent local success of Beacon with respect to performance-based contracting of renewable energy infrastructure projects, Beacon will provide Monterey with draft specimen agreements for legal review by Monterey's Counsel. Beacon recommends that such draft specimen agreements be included in the procurement documents for two key reasons. First, it establishes a baseline for contract negotiations as part of the procurement process. Second, it expedites the process post vendor selection.

Task 3. Vendor Selection Support

Beacon will work with Monterey to evaluate the response from each vendor, conduct a thorough commercial review of each proposal and develop questions to the vendors that require clarifications to technical, economic, operational, and financial issues identified. In particular, Beacon will evaluate each proposal to identify the firms and proposed offerings that are likely to provide the greatest overall project value to Monterey with the least amount of risk, inclusive of qualifications and price.

Beacon will assess the reasonableness and completeness of each vendor's proposed decommissioning assurance and will advise Monterey as to the various types of arrangements suitable for projects of this magnitude.

Facilitate Evaluation and Interview Process

Beacon will provide Monterey with evaluation tools to empower the REWG to objectively evaluate the vendor proposals on a qualitative and quantitative basis; with the metrics weighted based on the relevant importance of each factor.

Beacon will support the interview process, providing structure and guidance to ensure Monterey is able to evaluate the vendors on an apples-to-apples comparison basis, and properly defend its final selection.

Task 4: Financial Modeling

Beacon will develop a financial model to enable Monterey to evaluate the financial benefits and impacts of the projects. Beacon's financial model will allow Monterey to evaluate the financial benefits of the proposed lease, utility credit purchase and PILOT offerings on a per kilowatt and per acre basis.

Task 5: Project Optimization and Commercial Contracting Support

Once a vendor(s) is selected, Beacon will support Monterey' Counsel in negotiating the terms of the long-term agreements. This negotiation may include project and system optimization to ensure Monterey is obtaining the best value and highest benefit available under the solar incentive programs. Further, critical to a successful long-term agreement is specifying the decommissioning assurance obligations.

Our market knowledge and experience dealing with the intricacies of the business itself empowers us to help clients negotiate commercially sound agreements that minimizes future risks to Monterey while providing balanced contracts to both parties.

Task 6: Project Meetings, Presentations and Entitlement Support

Beacon will support Monterey at its meetings with the REWG and other stakeholders. Additionally, Beacon will provide general project support to Monterey throughout the lifecycle of the procurement and entitlement process.

EXHIBIT B – FEE SCHEDULE

The fees for the tasks presented below cover the professional services provided by Beacon’s principal, Beth Greenblatt. For this engagement, Beacon offers to Monterey a discounted hourly rate for the professional services provided by Beth Greenblatt of \$165.00. Travel is billed at cost and travel time is billed at our customary rate of 50% of the professional service rate.

The following table presents the various tasks Beacon will undertake, along with an estimate of professional time and an associated budget of \$15,000 for of up to 90 hours of professional services. Travel and travel time are additional and will be billed separately. Beacon will invoice for actual professional time and travel expense.

TASKS	ESTIMATED HOURS
Task 1: Strategy Development and General Project Support	6 hours
Task 2: Procurement Support <ul style="list-style-type: none"> • Solicitation Development • Solicitation Support • Pre-Proposal Conference and Site Visit • Draft Commercial Agreements 	20 hours
Task 3: Vendor Selection Support for up to 4 proposals [1]	24 hours
Task 4: Financial Modeling	8 hours
Task 5: Commercial Contracting Support	16 hours
Task 6: Meeting, Presentations and Conference Calls <ul style="list-style-type: none"> • Professional time [2] • Travel • Travel time 	16 hours Billed at cost Billed at 50% of professional rate

Notes:

- [1] The budget assumes Beacon will conduct a thorough commercial review of up to 4 proposals including additional discovery and correspondence. Review of more than 4 proposals would be at an additional cost to the above budgeted amounts.
- [2] The budget assumes Beacon will participate in up to 16 hours of project meetings and conference calls, including a half day of remote vendor interviews. Any additional professional time would be at an additional cost to the above budgeted amounts.
- [3] Travel is billed at actual cost.
- [4] Travel time is billed at 50% of the professional services rate.

pd cash \$25
7/12/23



TOWN OF MONTEREY

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

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.

waiting on ins cert.

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: Madison Warren Business Name: Dancing Greens Farm, LLC

Full mailing address: 214 Blue Hill Road, Great Barrington, MA 01230

Phone: 8019166151 Fax: _____

Email: hello@dancing-greens.com

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: *mw* Date: July 11, 2023

Printed Name: Madison Warren



TOWN OF MONTEREY

435 Main Rd. P.O. Box 308

Monterey, MA 01245

APPLICATION FOR A SPECIAL EVENT/THEATRICAL EVENT AND/OR ONE DAY ALCOHOLIC BEVERAGE LICENSE

Instructions:

- Fill out the attached application in its entirety and submit to the Administrative Assistant with a check made payable to the Town of Monterey in the amount of \$25.00.
- **Application must be submitted at least 30 days prior to the event. Time frames for Building and Health permits and Fire and Electrical Inspections may vary, please contact each department directly.**
- A copy of the Server Training Certificate (TIPS) for each person who will be serving alcohol must accompany this application (if you are requesting permission to serve alcohol).
- If you are a non profit organization and you are seeking an All Alcohol One Day Permit, you must submit a copy of your 501(c)(3) with this application. If you are a for profit organization, you may request a beer and wine only permit. **For profit organizations must also provide the name of the distributor where the beer and wine is being purchased.**
- If your application is approved, a copy of your permit shall be made available for inspection at the site location. A special event is any activity that occurs upon public or private property that affects the ordinary use and it may feature entertainment, amusements, food and non-alcoholic or alcoholic beverages. Examples include (but are not limited to): festivals, weddings, parties, events that charge an admission, etc.
- If you are serving food at your special event please make sure your caterer has filed the necessary paperwork, applications and fees with the Board of Health.
- If your event has more than 100 people, alcohol and music, a Certified Crowd Manager is necessary. Please provide a copy of this certification with your application.
- If you will be using any tent (or temporary structure) a building permit may be required. Temporary structures may also require an inspection by the Fire Inspector and Electrical Inspector. Fire Inspector phone: 528-1734 Electrical Inspector phone: 413-329-7091 Building Inspector phone: 528-1443 x118 Health Agent phone: 413-588-4667
- You must also submit a copy of your insurance certificate which must state on it "alcohol liability" and list the Town of Monterey as an additional insured if you are requesting to serve alcohol.
- Parking plan (if applicable) must be submitted with application.
- **It is advised that you first check with the Building Inspector to make sure that the building you are using has an up to date Certificate of Inspection.**



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: Dancing Greens Farm Shindig
Address of event: 214 Blue Hill Road, Great Barrington, MA 01230
Date of event: August 12, 2023 Start time: 5 pm End time: 9 pm
Number of people attending: 15 Distributor: ?

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):

Farm tour and education, followed by dinner on the farm for up to 15 guests. Guests will purchase a ticket in advance. Food will be prepped by Dancing Greens Farm off-site at rented commercial kitchen. Prepped food will be grilled for service on the farm. Wine will be served with dinner. Temporary structures include long table for guests, grill and prep tables for food service.



A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Madison Warren

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours
3.00

Completion Date
05/14/2023

Expiration Date
05/13/2026

Certificate #
ON-000028765583

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

(CUT HERE)

(CUT HERE)



Issued: 05/14/2023
Certificate #: ON-000028765583

Madison Warren
214 Blue Hill Road
Great Barrington MA 01230

CERTIFIED

Expires: 05/13/2026



Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____

Town Administrator

From: cmsmailer@civicplus.com on behalf of Contact form at Monterey MA
<cmsmailer@civicplus.com>
Sent: Tuesday, July 11, 2023 11:06 AM
To: Town Administrator
Subject: [Monterey MA] Dancing Greens Farm one-day permit application (Sent by Madison Warren, madison@dancing-greens.com)
Attachments: updatedspecialtheatricaleventappdancing_greens.pdf;
tips_on_premise_alcohol_server_training.pdf

Hello mnoe,

Madison Warren (madison@dancing-greens.com) has sent you a message via your contact form (<https://www.montereyma.gov/user/39/contact>) at Monterey MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.montereyma.gov/user/39/edit>.

Message:

Hello Melissa,

Dancing Greens Farm is requesting a one-day alcohol permit for an event on our half-acre farm on August 12, 2023. This will be a ticketed event. The evening will begin with a tour of the farm and descriptions of our no-till farming practices. We will then serve a dinner at a communal table in the center of the farm. We would like to serve natural wine with dinner. We have requested alcohol liability with the Town of Monterey listed as additionally insured and will send today.

The goal of the evening is to introduce guests to Dancing Greens Farm, connect people to farming through fresh seasonal food, build connections, and highlight growers and makers we admire.

Thanks for your review of the application.

Best,
Madison



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SINOPOLI INSURANCE AGENCY 30 STOCKBRIDGE ROAD GREAT BARRINGTON, MA 01230	CONTACT NAME: DOMINIC SINOPOLI PHONE (A/C, No, Ext): 413-528-1710 E-MAIL ADDRESS: DOMINIC.SINOPOLI@AMERICAN-NATIONAL.COM	FAX (A/C, No): 413-528-2519
	INSURER(S) AFFORDING COVERAGE	
INSURED DANCING GREENS FARM LLC 214 BLUE HILL RD MONTEREY, MA 01245	INSURER A: FARM FAMILY CASUALTY INSURANCE	NAIC # 13803
	INSURER B: MOUNT VERNON FIRE INSURANCE	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

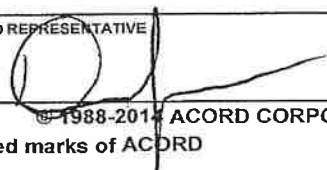
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			2001G4358 2001L7191	06/28/2023 06/28/2023	06/28/2024 06/28/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	2001W9395	06/28/2023	06/28/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	LIQUOR LIABILITY		Y	SE 2018691	08/12/2023	08/14/2023	PER OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TOWN OF MONTEREY NAMED AS ADDITIONAL INSURED IN REGARDS TO THE LIQUOR LIABILITY POLICY.

CERTIFICATE HOLDER TOWN OF MONTEREY 435 MAIN RD MONTEREY, MA 01245	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



TOWN OF MONTEREY

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

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: Shawn Troyon Business Name: Monterey Fire Co

Full mailing address: Box 219

Phone: 413 854 3733 Fax: _____

Email: chief@monterey.ma.gov

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: [Signature] Date: 7/17/23

Printed Name: Shawn Troyon



TOWN OF MONTEREY

435 Main Rd. P.O. Box 308

Monterey, MA 01245

APPLICATION FOR A SPECIAL EVENT/THEATRICAL EVENT AND/OR ONE DAY ALCOHOLIC BEVERAGE LICENSE

Instructions:

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- A copy of the Server Training Certificate (TIPS) for each person who will be serving alcohol must accompany this application (if you are requesting permission to serve alcohol).
- If you are a non profit organization and you are seeking an All Alcohol One Day Permit, you must submit a copy of your 501(c)(3) with this application. If you are a for profit organization, you may request a beer and wine only permit. **For profit organizations must also provide the name of the distributor where the beer and wine is being purchased.**
- If your application is approved, a copy of your permit shall be made available for inspection at the site location. A special event is any activity that occurs upon public or private property that affects the ordinary use and it may feature entertainment, amusements, food and non-alcoholic or alcoholic beverages. Examples include (but are not limited to): festivals, weddings, parties, events that charge an admission, etc.
- If you are serving food at your special event please make sure your caterer has filed the necessary paperwork, applications and fees with the Board of Health.
- If your event has more than 100 people, alcohol and music, a Certified Crowd Manager is necessary. Please provide a copy of this certification with your application.
- If you will be using any tent (or temporary structure) a building permit may be required. Temporary structures may also require an inspection by the Fire Inspector and Electrical Inspector. Fire Inspector phone: 528-1734 Electrical Inspector phone: 413-329-7091 Building Inspector phone: 528-1443 x118 Health Agent phone: 413-588-4667
- You must also submit a copy of your insurance certificate which must state on it "alcohol liability" and list the Town of Monterey as an additional insured if you are requesting to serve alcohol.
- Parking plan (if applicable) must be submitted with application.
- **It is advised that you first check with the Building Inspector to make sure that the building you are using has an up to date Certificate of Inspection.**



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: MFC Steak Roast

Address of event: 411 main Road

Date of event: 7/29/27 Start time: 4:00 End time: 9:00 pm

Number of people attending: 550 Distributor: Domenys

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):



A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

carly detterman

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours
3.00

Completion Date
07/03/2023

Expiration Date
07/02/2026

Certificate #
ON-000029179284

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

✂ (CUT HERE)

✂ (CUT HERE)



Issued: 07/03/2023
Certificate #: ON-000029179284

CERTIFIED

Expires: 07/02/2026

carly detterman
po box 593
Monterey MA 01245



Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SINOPOLI INSURANCE AGENCY 30 STOCKBRIDGE ROAD GREAT BARRINGTON, MA 01230	CONTACT NAME: DOMINIC SINOPOLI
	PHONE (A/C No. Ext): 413-528-1710 FAX (A/C No): 413-528-2519
	E-MAIL ADDRESS: DOMINIC.SINOPOLI@AMERICAN-NATIONAL.COM
	INSURER(S) AFFORDING COVERAGE
INSURED MONTEREY FIRE COMPANY LTD PO BOX 99 MONTEREY, MA 01245	INSURER A : MOUNT VERNON FIRE INSURANCE
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SPECIAL EVENT POLICY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SE023L90K5	07/29/2023	07/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	SPECIAL EVENT LIQUOR LIABILITY			SE023L90K5	07/29/2023	07/31/2023	PER OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER TOWN OF MONTEREY 435 MAIN RD MONTEREY, MA 01245	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AGREEMENT FOR AMBULANCE SERVICES

THIS AGREEMENT is made and entered into this ___ day of _____, 2023, by and between the Town of Monterey, Massachusetts (hereinafter referred to as the "TOWN"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts and Southern Berkshire Ambulance, doing business as (a sole proprietor, partnership, corporation, limited liability company) (hereinafter referred to as "CONTRACTOR"), having its principal place of business at 31 Lewis Avenue, Great Barrington, MA 01230.

Commented [jm1]: SBA should weigh in on their classification

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. SCOPE OF AGREEMENT:

In consideration of the compensation set forth herein, CONTRACTOR agrees to provide ambulance service to the TOWN in accordance with all if the provisions of this agreement, including the SPECIFICATIONS FOR PROVISION OF AMBULANCE SERVICE and SCHEDULE OF INSURANCE REQUIREMENTS attached hereto and incorporated herein by reference.

2. TERM OF AGREEMENT:

The parties' obligations under this agreement shall commence on July 1, 2023 and continue until June 30, 2024 or until such time as the contract is terminated in accordance with the provisions set forth herein.

3. COMPENSATION:

In consideration of the services to be performed by CONTRACTOR, CONTRACTOR shall be paid, according to the timetable, terms and procedures described in Paragraph 4 below, the sum of fifty-one-thousand six-hundred and seventy (\$51,670.00) Dollars.

4. PAYMENT SCHEDULE AND TIMETABLE:

Payments by the TOWN for services rendered under this agreement shall be allocated as follows:

Fiscal Year	Total Payment
2024 (July 1, 2023 – June 30, 2024)	\$51,670.00

CONTRACTOR shall provide the TOWN with a written invoice for services rendered on a monthly basis. Each such invoice shall represent charges totaling one twelfth (1/12) of the TOTAL PAYMENT due for the fiscal year in which the services were rendered to the TOWN. All invoices rendered shall be due and payable within thirty (30) days of the invoice date. Payment and performance obligations of the TOWN during fiscal years succeeding fiscal year 2024 shall be subject to extension of this Agreement by the Town and the appropriation or other availability of funds to the TOWN.

5. CONTRACT DOCUMENTS:

In the event of a conflict between any of the Contract Documents, the document most favorable to the TOWN, in its sole determination, shall prevail.

6. SERVICES TO BE PROVIDED:

CONTRACTOR shall furnish ambulance service as defined in Paragraph 1 of this Agreement, and in the other Contract Documents.

7. TYPES OF VEHICLES TO BE PROVIDED:

CONTRACTOR shall make available to the TOWN ambulance of standard make and manufacture, regularly maintained by a qualified mechanic, modern, clean and neat in appearance and fully equipped and maintained in accordance with the standards recommended by Massachusetts General Laws, Chapter 111C, and other federal, state or local laws, bylaws, rules or regulations. All vehicles provided by CONTRACTOR under this agreement shall be equipped with functioning two-way radios which adequately cover the geographical area(s) contemplated by this agreement and shall be compatible with the radios and frequencies utilized by the TOWN's Fire Department, Police Department, and Highway Department.

8. TRAINED CREWS:

CONTRACTOR shall at all times utilize crews for the maintenance and operations of the ambulances which crews shall be thoroughly trained in accordance with the recommended standards of the Office of Emergency Medical Services of the Commonwealth of Massachusetts.

9. TWENTY-FOUR HOUR AVAILABILITY:

CONTRACTOR shall maintain and provide the TOWN with ambulance service on a Twenty-Four (24) hour basis, seven (7) days per week, Three Hundred and Sixty Five (365) days per year. CONTRACTOR shall maintain such service at 31 Lewis Avenue, Great Barrington, MA 01230 or such other location as approved by the TOWN, at an appropriate level of care and in sufficient quantities so that it will be prepared and able to dispatch ambulances immediately in response to emergency calls.

In the event that the ambulance service cannot be provided to the TOWN by CONTRACTOR due to emergency including, but not limited to, those events specified in the paragraph entitled "Force Majeure", or other circumstances necessitating the deployment of such ambulance service elsewhere, CONTRACTOR shall so notify the Berkshire County Dispatch. Any charge incurred by the TOWN for ambulance service provided by any other ambulance service company shall be paid promptly by CONTRACTOR upon submission by the TOWN of any such invoice to CONTRACTOR.

Commented [jm2]: Need to research this more.

If CONTRACTOR fails to make such payment to the TOWN within thirty (30) days of receipt of the invoice as provided in the foregoing sentence, the TOWN may deduct an amount equal to any such unpaid invoice from funds due to CONTRACTOR pursuant to this Agreement.

10. STANDBY COVERAGE:

Upon the request of the Monterey Police and/or Fire Departments, CONTRACTOR will provide ambulance service to stand by at the scene of a structural fire or other emergency, unless said ambulance service is unavailable under the circumstances described in Paragraph #9, in which case the provisions of that paragraph will apply in full.

11. INSURANCE REQUIREMENTS:

CONTRACTOR shall maintain insurance for its vehicles and operators of a kind and at the limits shown on the SCHEDULE OF INSURANCE REQUIREMENTS attached hereto and incorporated herein by reference. The Town of Monterey shall be named as an Additional Insured under all such policies except Workers' Compensation, and shall be provided a Certificate of Insurance by CONTRACTOR evidencing such designation at the time of the execution of this Agreement. Insurance for medical payments and malpractice as well as Workers' Compensation shall be maintained, at a minimum, at limits required for such coverage by the Commonwealth of Massachusetts. Certificates attesting to said coverage shall be provided to the TOWN upon execution of this Agreement, and annual thereafter or upon the renewal or modification of any such coverage. All such insurance shall cover the TOWN, its agents, officials and employees over and above the insurance otherwise available to the TOWN or said persons.

12. INDEMNIFICATION:

CONTRACTOR shall indemnify and hold harmless the TOWN against any and all liability, loss, damages costs or expenses relating to personal injury, death or property damage which the TOWN may sustain, incur or be required to pay, arising out of or in connection with services performed under this agreement, by reason of any negligent acts, omissions or inactions or willful misconduct of CONTRACTOR, a person employed by CONTRACTOR, or any of its agents or subcontractors.

13. COLLECTION FROM PRIVATE PARTIES:

CONTRACTOR shall make specific charges for services rendered to those individuals who actually use the ambulance service on a call basis with both the charge per call and rate per mile billed and collected by CONTRACTOR from the individual ambulance patient. The TOWN shall not be held liable for the non-payment of invoices by private parties.

14. FINANCIAL REPORTING:

CONTRACTOR shall provide a quarterly report that details the number of calls, the types of calls, the response times for each call, and an average response time for the quarter. The quarterly report must be submitted within five (5) business days of the end of the quarter, starting with the July-September quarter. CONTRACTOR shall also provide an annual financial report within thirty (30) days of the end of CONTRACTOR's fiscal year.

15. SERVICE ON CONTRACTOR'S BOARD:

Commented [DB3]: Justin, I'm not sure what type of annual financial report you want. Of SBA? Of just its dealings with Monterey? An accounting of what SBA charged/collected from third party payers?

Upon request of the TOWN, CONTRACTOR shall permit the TOWN to designate a representative to participate as a full voting member of CONTRACTOR's Board of Directors. Such participation shall continue until termination of this Agreement. TOWN may from time to time designate a different person to participate as the TOWN's representative.

16. GENERAL LEGAL COMPLIANCE:

CONTRACTOR agrees to comply with all Federal, State and Municipal laws, ordinances, rules and/or regulations relating to or governing the services provided pursuant to this Agreement, including but not limited to, the requirements of the Health Insurance Portability and Accountability Act ("HIPAA"), including the privacy requirements thereof, labor laws, and those against discrimination, existing or adopted in the future which are applicable at any time to CONTRACTOR pursuant to its obligation during this agreement. CONTRACTOR and any of its subcontractors, agents, servants and/or employees shall obtain, at their sole cost and expense, all required permits, franchises, approvals, licenses and/or certificates necessary for the performance of its obligations pursuant to the Agreement.

17. NON-ASSIGNMENT OF CONTRACT:

CONTRACTOR shall not assign or in any way transfer any interest in this Agreement without the prior written consent of the TOWN, which consent may be withheld for any reason.

18. FORCE MAJEURE:

Neither party will be liable to the other, or be deemed to be in breach under this Agreement, for any failure to perform including, without limitation, a delay in rendering performance, due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States or of the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages or fluctuation in fuel, electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay. It is agreed, however, that since the performance by CONTRACTOR if this Agreement is imperative to the safety of the general public, continued failure to perform for periods aggregating fourteen (14) days or more, even for causes beyond the control of CONTRACTOR, shall be deemed to render performance impossible, and the TOWN shall thereafter have the right to terminate this Agreement by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof.

19. TERMINATION OF CONTRACT:

A. Termination for Cause: Subject to the provisions of the Section entitled "Force Majeure", if CONTRACTOR shall fail to fulfill, in a timely and satisfactory manner, its obligations under this Agreement, or if CONTRACTOR shall violate any of the covenants, conditions, or stipulations of this Agreement, then the TOWN shall thereupon have the right to terminate this Agreement by giving written notice to CONTRACTOR of such termination and specifying the effective day thereof.

B. Termination for TOWN'S or CONTRACTOR'S Convenience: Notwithstanding any provision of the Agreement to the contrary, the TOWN or CONTRACTOR may terminate this Agreement at any

time for convenience by providing the Other written notice specifying therein the termination date, which date shall not be less than forty-five (45) days after the date of such notice. Upon such termination, CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

20. CONFLICT OF INTEREST:

CONTRACTOR agrees to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 268A of the General Laws concerning conflict of interest. CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this Agreement.

21. NOTICES:

Any notice required or permitted to be given to a party shall be sufficient if given in writing and sent by certified mail addressed as follows:

TO: TOWN	TO: CONTRACTOR
Chair, Select Board	Southern Berkshire Ambulance
435 Main Road	31 Lewis Avenue
P.O. Box 308	Great Barrington, MA 01230
Town Hall	
Monterey, MA 01245	

22. INTEGRATION:

All attachments referred to in this agreement are deemed to be a part of the agreement.

23. ENTIRE AGREEMENT:

This agreement, the documents attached hereto, and any documents specified in Section 23 constitute the entire agreement of the parties and any other agreements, written or oral, that may exist are excluded from this agreement.

24. GOVERNING LAW:

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

25. AMENDMENTS:

No amendment to this agreement shall be effective unless it is in writing signed by authorized representatives of both parties, and attached hereto.

26. WAIVERS:

No covenant, condition, duty, obligation or undertaking contained in or made a part of this agreement shall be waived except by written agreement of the parties and forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation or undertaking to be kept, performed or discharged by the party to which the same may apply, and notwithstanding any such forbearance or indulgence, the other party shall have the right to invoke any remedy available under this agreement or under law of equity.

On behalf of the Town of Monterey

On behalf of Southern Berkshire

Name, Title

Ambulance
Name, Title

Commented [jm4]: Need to add for final version

SPECIFICATIONS FOR PROVISION OF AMBULANCE SERVICE

1. CONTRACTOR will respond to every call to Monterey with either an ambulance licensed by Massachusetts Department of Public Health's Office of Emergency Medical Services (DPH-OEMS) to operate at the BLS level, staffed by two Emergency Medical Technician-Basic or an ambulance licensed by DPH-OEMS to operate at the ALS level, staffed by two Emergency Medical Technicians (EMT's). At least one of these EMT's must be an EMT-Paramedic while the other may be an EMT-Basic or EMT-Paramedic. CONTRACTOR shall determine the appropriate level of trained response.
2. At least ninety percent (90 %) of responses shall be no greater than _____ minutes _____ seconds (__:__), though the TOWN recognizes that consideration for weather and traffic conditions will on occasion make that impossible. Response time shall be calculated by starting at the time PROVIDER is made aware of the need to respond.
3. Vehicles shall meet or exceed the United States Government Department of Transportation Specification KKK-A-1822F, and the specification of M.G.L. c. 111C for Class 1 ambulances. Ambulance equipment operating within TOWN limits shall be properly licensed, registered, and insured in accordance with the laws of the Commonwealth of Massachusetts. CONTRACTOR agrees that the vehicle in service at the TOWN base(s) for calls under this Agreement shall be new (being first registered to CONTRACTOR), and in service shall not exceed 4 years. Vehicles in excess of such years of service shall not be used for this Agreement.
4. CONTRACTOR personnel shall be trained and certified in compliance with all pertinent state and federal regulations to assure appropriate response and treatment of all individuals affected or exposed to a "hazardous material" (as defined by state and federal law, and state and federal regulation). The TOWN and CONTRACTOR shall develop appropriate measures to ensure the protection of the CONTRACTOR's personnel from exposure to hazardous materials when responding to hazardous materials incidents. The CONTRACTOR shall train all responders to a minimum level of Hazardous Material Awareness and complete NIMS and ICS training (minimum 700-100) to a level appropriate to their functional responsibilities while responding to events within the TOWN.

Commented [jm5]: We will need to discuss appropriate staffing level with SBA

Commented [jm6]: We will need to discuss appropriate response time with SBA

5. CONTRACTOR personnel shall not provide any service under this Agreement without first passing a Criminal Offender Record Information (CORI) check and a Sex Offender Registry Information (SORI) check. CONTRACTOR shall provide the TOWN with proof, satisfactory to the TOWN, that each employee, agent, contractor, subcontractor and invitee that represents CONTRACTOR under this Agreement has passed a CORI check and a SORI check. CONTRACTOR shall see to it that no employee, agent, contractor, subcontractor or invitee shall perform any work under this Agreement if the TOWN has objected to such person based upon information contained in a CORI check or SORI check. Notwithstanding the foregoing, CONTRACTOR shall remain liable for the conduct of its employees, agents, contractors, subcontractors and invitees under this Agreement.
6. All records, vehicles or facilities owned and operated by CONTRACTOR related to the performance of this Agreement shall be open for inspection by authorized TOWN officials or an authorized designee to insure compliance with this Agreement.
7. CONTRACTOR agrees that any and all general laws and/or regulations promulgated by the Commonwealth, including its departments and agencies, relative to providing ambulance services, are hereby incorporated into this Agreement by reference, and further agrees to comply with them. If any provision of this Agreement is in conflict with the aforementioned, then the general law or regulation will govern.

SCHEDULE OF INSURANCE REQUIREMENTS

CONTRACTOR agrees to maintain the types and minimum amounts of insurance coverage listed below:

- Worker's Compensation- Statutory limits based on the laws of the Commonwealth of Massachusetts;
- General Liability (Including Ambulance Attendants Malpractice Insurance)- Bodily injury and property damage of \$5,000,000 each occurrence, and \$10,000,000 aggregate;
- Automobile Liability- combined bodily injury and property damage of \$5,000,000 per accident;
- Excess Liability-Over general liability, including Ambulance Attendant's Malpractice Insurance, and auto liability in an amount not less than \$25,000,000.

The TOWN will be named as an "additionally named insured" on the certificate of insurance.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof by the parties proposing cancellation to the other party and to the TOWN at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of CONTRACTOR.

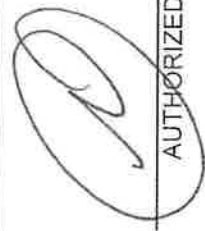
All insurance coverage shall be at the sole expense of CONTRACTOR and shall be placed with such company as may be acceptable to the TOWN and shall constitute a material part of the Agreement documents. CONTRACTOR shall furnish a Certificate of Insurance to the TOWN to demonstrate that the vehicles used in the TOWN possess the required coverage by the TOWN.

Failure to provide written proof to TOWN and continue in force such insurance as aforesaid shall be deemed a material breach of the Agreement and will constitute sufficient grounds for immediate termination of the same.

**TOWN OF MONTEREY
SPECIAL ARTICLE CARRYFORWARD REQUEST
FISCAL_23_____**

To the Town Accountant, I hereby request that the following Special Articles, appropriated at a prior Town Meeting, are still active and should be carried forward into the next fiscal year. Articles not listed will be closed to Free Cash.

Account Number	Article Description	Org. Town Meeting	Article Number	Carry Forward Amount
02-220-5800-022008-0	ATM 5/21 Art 37 Fire Com Cap Improvements	5/21	37	30,000.00
02-220-5800-023006-0	ATM 5/22 Art 12 Fire Co Cap Improvements	5/22	12	30,000.00
02-220-5870-023007-0	ATM 5/22 Art 13 Fire Hose Replacement	5/22	13	15,340.00
02-380-5290-021007-0	ATM 5/2018 Art 15 Monterey School Expenses	5/18	15	3,467.77
02-422-5520-023011-0	STM 10/22 Art1 DPW storm damage	10/22	1	6,807.60
02-650-5800-022010-0	ATM 5/21 Art 40 Comm Ctr Outdoor Lighting	5/21	40	29,000.00
02-675-5300-023008-0	ATM 5/22 Art 29 Eurasian Watermilfoil Lake Garfield	5/22	29	2,953.20
TOTAL CARRIED FORWARD				117,568.57



AUTHORIZED BY (SIGNATURE)

Town Administrator
TITLE

DATE: 7/18/2023

