

**AGREEMENT FOR AMBULANCE SERVICES**

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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 Volunteer Ambulance Squad Inc., doing business as ~~(a non-profit, not-for-profit, partnership, corporation duly organized under the laws of the Commonwealth of Massachusetts, limited liability company)~~ **corporation duly** (hereinafter referred to as "CONTRACTOR"), having its principal place of business at 31 Lewis Avenue, Great Barrington, MA 01230.

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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:

<u>\$12,917.50 due and payable on</u>	<u>Fiscal Year</u>	<u>Total</u>
<u>2024 (July 15, 2023; June 30, 2024)</u>		<u>\$51,670.00</u>
<u>\$12,917.50 due and payable on October 15, 2023;</u>		
<u>\$12,917.50 due and payable on January 15, 2023; and</u>		
<u>\$12,917.50 due and payable on April 15, 2023</u>		

~~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.

**6.7. 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.

**7. 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.~~

**8. 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.

~~21. 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 mutual aid type of emergency or designated disaster, unless said ambulance service is unavailable under the circumstances described in Paragraph #8, in which case the provisions of that paragraph will apply in full.

**10.11. 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.

**11.12. 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.

**12.13. 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.

**13.14. 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 a completed Form 990 to the TOWN within thirty (30) days of the filing of CONTRACTOR'S Form 990.

**1415. SERVICE ON CONTRACTOR'S BOARD:**

~~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.~~

**1517. 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.

**1618. 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.

**1719. 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. CONTRACTOR may terminate said Agreement for non-payment of service fees.

C.4. **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 ~~thirty~~ (30/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.

1820. 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.

1924. 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  
435 Main Road

Southern Berkshire Volunteer Ambulance  
Ambulance Squad Inc. 31 Lewis Avenue  
31 Lewis Avenue

P.O. Box 308

Town Hall  
Town Hall

Great Barrington, MA 01230

Monterey, MA 01245

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22. INTEGRATION:

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

2123. ENTIRE AGREEMENT:

This agreement, the documents attached hereto, and any documents specified in Section 2123 constitute the entire agreement of the parties and any other agreements, written or oral, that may exist are excluded from this agreement.

**2224. GOVERNING LAW:**

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

**2325. AMENDMENTS:**

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

**2426. 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  
Volunteer Ambulance Squad Inc.

Name, Title

James Santus, President  
Name, Title

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## 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 ~~16~~ minutes ~~30~~ seconds (~~16:30~~), 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 5 years for all front-line vehicles and 10 years for spare/reserve vehicles which would only be used when all other vehicles are busy or when a front-line vehicle is out of service for maintenance 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.

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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.~~

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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.~~

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7.6. ~~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.~~

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## 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 \$15,000,000 each occurrence, and \$10,000,000 aggregate;
- Automobile Liability- combined bodily injury and property damage of \$15,000,000 per accident w/ umbrella coverage of \$5,000,000 to a total of \$6,000,000.
- Excess Liability-Over general liability, including Ambulance Attendant's Malpractice Insurance, and auto liability in an amount not less than \$5,000,000.

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

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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.~~

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Amended Select Board Draft 7/26/23  
**Capital Plan**  
**Policy and Procedures**

**PURPOSE:**

To formalize standards and guidance for the development of the town's Capital Planning and for the equitable formulation of the annual capital budget consistent with sound practices and legal requirements.

**POLICY:**

The Select Board and Finance Committee, with the help of the Town Administrator, shall keep a Capital Plan which projects significant purchases that the Town is expected to make in the next twenty years.

All capital items shall be included in the Capital Plan. A Capital item is an item which costs \$20,000 or more for a single item (or \$100,000 for a project with multiple items costing less than \$20,000 each), has a useful life of five years or longer, and is expected to be replaced within the next twenty years.

The Capital Plan shall guide the town in its management of the general stabilization fund, loans, and other financing options. Capital purchases and their related funding sources should be coordinated to fulfill the needs of the Town while mitigating excessive or variable impact on required tax revenue.

**PROCEDURES:**

During the annual budget process, Departments Heads, Chairs of multi-member Town bodies, and the Town Administrator shall propose additions and revisions to the Capital Plan. These proposed additions and revisions to the Capital Plan shall be considered by the Select Board and Finance Committee.

In building and revising the Capital Plan, Department Heads, Chairs of multi-member Town bodies, the Town Administrator, the Select Board, and the Finance Committee shall consider the Evaluation and Priority Classification criteria listed below.

**Evaluation and Priority Classification:**

**1. Fiscally Prudent or Legally Required**

**Public Safety and Health** – Consideration will be given to the capital item's impact on conditions of public safety and health.

**Legal Requirements** – Consideration will be given to requests based on mandates of local, state or federal regulations or laws. An example would be safety equipment for the Highway Department, which the Town is legally required to provide to protect its employees.

**Budgetary Effects (short and long term)** – Consideration will be given to estimated costs with supporting documentation and delineated by category: architectural, land acquisition, demolition, site improvements, and construction. Consideration will be given to effects on the operating budget (increases/decreases in maintenance and repair), the estimated useful life of project/capital item, and the effect on useful life of existing assets.

**Budgetary Constraints** – Consideration will be given to the effect of various requests on the capital budget and town budget in total.

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**Alternative Solutions** – Identify the problem and evaluate alternative solutions. Consideration will be given to the cost effectiveness of alternative solutions.

**Alternative Funding Sources** – Identify any other possible funding sources, included but not limited to state/federal grants or private funding. Consideration will be given to alternative funding sources.

## 2. Administratively Efficient

**Infrastructure Needs** - Consideration will be given to the impact of a request in relation to infrastructure problems and needs of the community. For example, does the current equipment the Town owns meet the infrastructure needs of the community?

**Efficiency of Services** – Consideration will be given to requests that increase the efficiency of services provided by the Town to the public. A specific example may be the purchase of a new computer system or software that would provide the same level of service that currently takes many more hours to perform.

**Personnel Impact** – Consideration will be given to requests that are necessary based upon increased personnel or increased use by personnel.

**Administrative Needs** – Consideration will be given to requests that are necessary due to the administrative needs of various departments. Common examples would be copiers, computer equipment, office furniture, etc. that arise due to other factors (i.e. new employees, volume of material that needs to be maintained, etc.).

## 3. Community Impact

**Need** – Consideration will be given to the need that the request attempts to fill. Identify the need of the community and determine how vital it is to fulfill this need. How will the project benefit the Town and its residents?

**Quantity of Use** – Consideration will be given to the number of people that will benefit from the capital purchase, and how much they will benefit from the capital purchase. For example, a high-cost item that is used for a specialty purpose with minimal benefit on an infrequent basis should be considered a lower priority, while an item that has broad uses, significant benefit, or whose use will serve many people should be given a higher priority.

**Service Impact** – Consideration of requests that are necessary due to increased, altered or new services the Town is offering or wishes to offer.

## 4. Proposed Project Expenses and Cost Factors

Every year each department must estimate project costs and address specific details about their funding request, such as:

- a. Estimated cost of the project with supporting documentation
- b. Identify the problem and evaluate alternative solutions
- c. Description and explanation of projects needs and benefits
- d. Estimated useful life of project/capital item

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- e. Estimated costs delineated by category: architectural, land acquisition, demolition, site improvements, and construction
- f. Estimated implementation schedule and completion date
- g. A plan detailing projects awarded during the past three years and those planned for the next five years.
- h. Are there any costs to bid, design, construct, purchase, install, implement, or otherwise complete the project which are NOT included in this request?
- i. If funded, will this project require ongoing assistance from vendors at an additional expense to the Town which is NOT already budgeted?
- j. Does this project require any permitting by any Town or State agency?
- k. Is this a request in response to a Court, Federal, or State order?
- l. Is this a request in response to a documented public health or safety condition?
- m. Is this a request to improve or make repairs to extend the useful life of a building?
- n. Is this a request to repair or otherwise improve public property which is NOT a building or infrastructure?
- o. Is this a request to purchase apparatus/equipment that is intended to be permanently installed or housed at the location of its use?
- p. If funded, will this project increase the operating expense for any department including the requesting department?
- q. Effects on the operating budget (increases or evidence of savings in maintenance and repair)

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**PROCEDURES:**

During the annual budget process, Departments Heads, Chairs of multi-member Town bodies, and the Town Administrator shall propose additions and revisions to the Capital Plan. These proposed additions and revisions to the Capital Plan shall be considered by the Select Board and Finance Committee.

In building and revising the Capital Plan, Department Heads, Chairs of multi-member Town bodies, the Town Administrator, the Select Board, and the Finance Committee shall consider the Evaluation and Priority Classification criteria listed below.

Department Heads should utilize the attached "proposed project expenses and cost guidelines" to ensure that they have fully considered and detailed all building and operational costs of any proposed project (see Appendix A).

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**Evaluation and Priority Classification:**

± **Fiscally Prudent or Legally Required**

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**Public Safety and Health** – Consideration will be given to the capital item's impact on conditions of public safety and health.

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**Budgetary Effects (short and long term)** – Consideration will be given to estimated costs with supporting documentation and delineated by category: architectural, land acquisition, demolition, site improvements, and construction. Consideration will be given to effects on the operating budget (increases/decreases in maintenance and repair), the estimated useful life of project/capital item, and the effect on useful life of existing assets.

**Budgetary Constraints** – Consideration will be given to the effect of various requests on the capital budget and town budget in total.

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**Alternative Funding Sources** – Identify any other possible funding sources, included but not limited to state/federal grants or private funding. Consideration will be given to alternative funding sources.

2- **Administratively Efficient**

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**Infrastructure Needs** – Consideration will be given to the impact of a request in relation to infrastructure problems and needs of the community. For example, does the current equipment the Town owns meet the infrastructure needs of the community?

**Efficiency of Services** – Consideration will be given to requests that increase the efficiency of services provided by the Town to the public. A specific example may be the purchase of a new computer system or software that would provide the same level of service that currently takes many more hours to perform.

**Personnel Impact** – Consideration will be given to requests that are necessary based upon increased personnel or increased use by personnel.

**Administrative Needs** – Consideration will be given to requests that are necessary due to the administrative needs of various departments. Common examples would be copiers, computer equipment, office furniture, etc. that arise due to other factors (i.e. new employees, volume of material that needs to be maintained, etc.).

3- **Community Impact**

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**Service Impact** – Consideration of requests that are necessary due to increased, altered or new services the Town is offering or wishes to offer.

Appendix A

4. **Proposed Project Expenses and Cost Factors**

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This list of questions below should act as a guide for all proposed projects and it is essential to provide adequate detail. Identify the problem and evaluate alternative solutions. Every year each department must estimate project costs and address specific details about their funding request, such as:

Estimated cost of the project with supporting documentation. Estimated costs delineated by category: architectural, land acquisition, demolition, site improvements, and construction

- a. Identify the problem and evaluate alternative solutions
- c. Description and explanation of projects needs and benefits
- d. Estimated useful life of project/capital item
- e. Estimated costs delineated by category: architectural, land acquisition, demolition, site improvements, and construction
- f. Estimated implementation schedule and completion date
- g. A plan detailing projects awarded during the past three years and those planned for the next five years.
- h. Are there any costs to bid, design, construct, purchase, install, implement, or otherwise complete the project which are NOT included in this request?
- i. If funded, will this project require ongoing assistance from vendors at an additional expense to the Town which is NOT already budgeted?
- j. Does this project require any permitting by any Town or State agency?
- k. Is this a request in response to a Court, Federal, or State order?
- l. Is this a request in response to a documented public health or safety condition?
- m. Is this a request to improve or make repairs to extend the useful life of a building?
- n. Is this a request to repair or otherwise improve public property which is NOT a building or infrastructure?
- o. Is this a request to purchase apparatus/equipment that is intended to be permanently installed or housed at the location of its use?
- p. If funded, will this project increase the operating expense for any department including the requesting department?
- q. Effects on the operating budget (increases or evidence of savings in maintenance and repair)

1. Identify the problem and evaluate alternative solutions, including an explanation of project needs and benefits. Also note pertinent issues such as if the request is in response to:

- a. a Court, Federal or State order;
- b. a documented public health or safety issue;
- c. improve, make repairs or extend the useful life of a building;
- d. repair or otherwise improve public property which is NOT a building or infrastructure;
- e. purchase apparatus/equipment that is to be permanently installed or housed at its location of use;
- f. and whether the project will require any Town, State or Federal permitting.

2. Estimated cost of the project with supporting documentation

- a. Estimated costs delineated by category: architectural, land acquisition, demolition, site improvements, construction, etc.
- b. Costs to bid, design construct, purchase, install, implement, or otherwise complete the project which are NOT otherwise included
- c. A plan detailing projects awarded during the last three years and those expected for the next five years
- 3. Projected effects on the Town's operating budget
  - a. Estimated effects on the operating budget, whether increases or evidence of savings in maintenance and repair. Please include effects to ANY department, including but not limited to the requesting department.
  - b. Whether the project will require ongoing assistance from vendors at an additional expense to the Town which is NOT already budgeted.
- 4. Estimated useful life of project/capital item
- 5. Estimated implementation schedule and completion date
  - a. —

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# Massachusetts Libraries

## BOARD OF LIBRARY COMMISSIONERS

### CONTRACTOR AUTHORIZED SIGNATORY LISTING

LEGAL NAME: Town of Monterey LIBRARY NAME: Town of Monterey

(Must match Form W-9 tax classification)

VENDOR CODE: vc6000191894


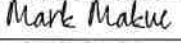
(all vendor references - in this document - refer to the entity listed as the "Legal Name")

**INSTRUCTIONS:** All vendors must provide a listing of individuals who are authorized as legal representatives who can sign contracts and other legally binding documents related to the contract on the vendor's behalf.

There are three types of electronic signatures that will be accepted on this form: 1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign. Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

**NOTICE:** Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the vendor (and others) challenging the existence of a valid Contract due to alleged lack of actual authority to execute the document by the signatory.

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of these authorized signatories.

Authorized Signatory Name	Signature (As it will appear on contract or other documents)	Title	Phone Number	Email Address
Justin Makuc		Select Board, Chair	413-429-5854	justin@montereyma.gov
Mark Makuc		Library Director	413-528-3795	montereylibrary@gmail.com

I certify that the above Authorized Signatories are the:

Mayor, Town/City Administrator, Town/City Manager, Town/City Finance Director, or Town/City Attorney.

**AND/OR:**

the Library Director who is **confirmed by the City/Town** that they are an **authorized officer** for said City/Town.

I also **certify** that the names of the individuals identified on this listing are current as of the date of execution below. The individuals listed are authorized to sign contracts and other legally binding documents related to contracts with the Massachusetts Board of Library Commissioners (MBLC) on behalf of the City/Town. I understand and agree that the City/Town has a duty to ensure that this listing is immediately updated and communicated to the MBLC whenever the listed authorized signatories are no longer authorized to sign contracts with the MBLC or when new signatories are designated.

DocuSigned by:  
Signature: Melissa Noe Date: 8/10/23  
6B8673A5Q34649B...

Printed Name: Melissa Noe

Title: Town Administrator Phone: 413-528-1443

Email: admin@montereyma.gov



## TOWN OF MONTEREY

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

Carrie Lavalley, P.E.  
Chief Engineer  
10 Park Plaza  
Boston, MA 02116

August 8, 2023

Re: Project 609074 – Curtis Rd Bridge - Monterey

To Whom it May Concern,

The Town of Monterey is committed to funding the detoured traffic via River Road and Gould Road while Curtis Road is closed for the bridge replacement through the TIPS program.

Please feel free to contact us if you wish to discuss this further.

Respectfully,



Justin Makuc, Chair  
Monterey Select Board



Susan Cooper



Frank Abbott

SB/mn

cc: Shu Tan

\$25 cash 8/1/23



## 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.

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:  Date: July 26, 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: September 2, 2023 Start time: 4 pm End time: 9 pm  
Number of people attending: 15-30 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):

An evening to bring together local farms and producers we admire at Dancing Greens Farm. Farm tour and education, followed by light bites and appetizers. Education stations with local partners will be set up on the farm, such as "how to compost at home", "fermentation how to", "paint veggies", "flower crown/bouquet/pressing". 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, beer and cider will be served throughout the event. Temporary structures include tables for guests and partners, grill, and prep tables for food service. Live music not confirmed yet, but likely to be accoustic music.

**ServSafe**  
National Restaurant Association



# ServSafe® CERTIFICATION

## KATE BALDWIN

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

24200822

CERTIFICATE NUMBER

10795

EXAM FORM NUMBER

7/4/2023

DATE OF EXAMINATION

7/4/2028

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

*Sherman Brown*

Sherman Brown  
Executive Vice President, National Restaurant Association Solutions



In accordance with Maritime Labour Convention 2006, Resolution ADMIN.046/2013 (Regulation 3.2, Standard A3.2),  
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are trademarks of the National Restaurant Association.  
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Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.



# Richmond Health Department

1529 State Road  
Richmond, MA 01254  
Phone: 413-553-7793

## 2023

## Permit to Operate a FOOD SERVICE ESTABLISHMENT

This Permit is granted to the person or business Permit Holder named below in conformity with the approved Application and Statutes and Ordinances relating thereto. Permits are not transferable.  
All Permits expire on December 31 and must be renewed at least 60 days prior to expiration unless otherwise stated.

PERMIT # **FEP-2023-0473**

ISSUE DATE **2/28/2023**

### Kate Baldwin Food

FEE **\$ 100 ( \$100-Check )**

**633 Dublin Road, Richmond, MA, 01254**

Facility Owner

**Kate Baldwin**

Facility Owner Contact Info

**633 Dublin Road, Richmond, MA, 01254**

This Permit shall be posted at all times and is issued with the requirement that the Permit Holder allow the Board of Health access to conduct inspections without notice during all hours of operation. Failure to allow inspection access or operate in compliance with State and local regulations and laws is grounds for suspension or revocation of this Permit.

Permit Type

**Caterer**

Permit is granted to the above for the following purpose at the named facility

Expiration Date

**31 December 2023**

Permit is also subject to the following special conditions

Signature for the Richmond Board of Health

*Alliance Health Agent*

Alliance Health Agent

# Certificate of Completion

This Certificate of Completion of  
**eTIPS On Premise 3.1**  
For coursework completed on May 20, 2022  
provided by Health Communications, Inc.  
is hereby granted to:

**Serena Johnson**

Certification to be sent to:

**Ottos, Lindsey Marion**  
95 East St  
Pittsfield MA, 01201-5313 USA



HEALTH COMMUNICATIONS, INC.



This document is not valid if TIPS certification. It certifies only that you have completed the course. Valid certification documents will be provided to you.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/10/2023

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
INSURED DANCING GREENS FARM LLC 214 BLUE HILL RD MONTEREY, MA 01245	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: FARM FAMILY CASUALTY INSURANCE 13803
	INSURER B: MOUNT VERNON FIRE INSURANCE
	INSURER C:
	INSURER D:
	INSURER E:

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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2001G4358	06/28/2023	06/28/2024	EACH OCCURRENCE \$ 1,000,000
				2001L7191	06/28/2023	06/28/2024	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 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			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 2019247	09/02/2023	09/04/2023	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 