

Agreement For Creation of Master Plan

The following provisions shall constitute an Agreement between the Town of Monterey, acting by and through its Planning Board, hereinafter referred to as "Town," and the Berkshire Regional Planning Commission with an address of 1 Fenn Street, Pittsfield, MA 01201, hereinafter referred to as "Contractor", effective as of the ~~first day~~^{9th} of May, 2022. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with a Master Plan, including the scope of services set forth in the Request for Proposals and Attachment C.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing May ⁹~~1~~, 2022 through June 30, 2023.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$40,000. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner

- its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
 3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be

governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement 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 Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement 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.

ARTICLE 15: DISPUTE RESOLUTION

All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be subject to review by any court having appropriate jurisdiction, unless the parties agree in a separate writing to some other form of dispute resolution.

ARTICLE 16: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

[The Remainder of This Page Left Intentionally Blank]

CONTRACTOR
By

TOWN OF MONTEREY
by its Select Board

Thomas Matuszko, Executive Director
Printed Name and Title

Certified as to Form:

Town Counsel Date

Certified as to
Appropriation/Availability of Funds:

Lisa Kelley CC Grant 281034
Town Accountant \$40K
Date 5-16-22

Chief Procurement Officer:

[Signature] 5/16/22
Name Date

CONTRACTOR
By

TOWN OF MONTEREY
by its Select Board

Thomas Matuszko, Executive Director
Printed Name and Title

CHAR

Certified as to Form:

Town Counsel Date

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date

Chief Procurement Officer:

Name Date

CONTRACTOR

By



Thomas Matuszko, Executive Director
Printed Name and Title

TOWN OF MONTEREY

by its Select Board



Certified as to Form:

Town Counsel

Date

Certified as to
Appropriation/Availability of Funds:

Town Accountant

Date

Chief Procurement Officer:

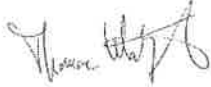
Name

Date

Attachment A - Certificate of Non-Collusion

Under Massachusetts General Laws Ch. 30B, Sec. 10 the following Certification must be provided:

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted 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.



Authorized Official's Signature

Executive Director

Title of Person Signing

Thomas Matuszko

Typed or Printed Name of Person Signing

Berkshire Regional Planning Commission

Company Name

413-442-1521

Telephone Number

1 Fenn Street

Address

413-442-1523

Fax Number

Pittsfield MA 01201

Address

5/17/22

Date

Attachment B - Tax Compliance Certification

Pursuant to MGL c. 62C §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Authorized Official's Signature

Executive Director

Title of Person Signing

Thomas Matuszko

Typed or Printed Name of Person Signing

Berkshire Regional Planning Commission

Company Name

413-442-1521

Telephone Number

1 Fenn Street

Address

413-442-1523

Fax Number

Pittsfield, MA 01201

Address

Date: 5/17/22

Attachment C

Proposed Scope of Work

Monterey Master Plan

The Berkshire Regional Planning Commission (Contractor) will provide direct guidance and technical assistance to the Town of Monterey (Town) to prepare a Master Plan. The Master Plan would meet the requirements of MGL c.41 sec. 81D.

The Town will be represented by the Planning Board who would oversee the development of the plan. The Planning Board will work with the Contractor to get input on the desired goals on the future of the town from other Town departments, boards, committees, and residents. The Planning Board Co-Chairs will be the primary contact(s) with the Contractor and will be responsible for scheduling and posting meetings.

Under the direction of the Planning Board, the Contractor will; engage in a public participation process; coordinate activities of the Planning Board related to the development of the Master Plan; provide direct technical planning services such as data analysis and mapping; and prepare a draft and final Master Plan for review, comments, and adoption. Topic areas of the Master Plan will meet the requirements of MGL c. 41 sec. 81d, Master Plans, and include the topics of land use and development patterns, housing, economic development, natural, cultural, and historic resources, open space and recreation, services and facilities, transportation, goals and policies, and an implementation schedule. Master Plans may, however, contain additional material and emphasize areas of greater importance. The finished Master Plan will also incorporate a regional approach, which assesses each element in the Master Plan against any applicable regional plan to ensure consistency. The finished Master Plan will also identify any portions of the Town's Rules, Regulations Governing Subdivision Control Zoning By-laws and Planning Board Rules and Regulations that may need to be updated to be consistent with the findings and recommendations of the Master Plan.

Task 1: Activities with the Planning Board

The Planning Board will provide overall guidance and input to this effort. The Planning Board will provide input on the public participation process, provide guidance to overall goals, assist in the identification of key issues, provide input to data and findings, and provide guidance to the recommendations and implementation plan. The Contractor will coordinate Master Plan activities of the Planning Board including working with the Committee Co-Chairs to establish the agenda, assist with meeting announcements, and participate at meetings. Meeting minutes will be prepared by the Town. A minimum of six (6) meetings will be held with the Planning Board (meetings may be virtual.) Meetings will be structured so that the Planning Board will have material to react to, such as draft maps, draft chapters of the plans, or technical memorandum with specific analysis or explaining potential actions.

Deliverables: A minimum of six (6) meetings with the Planning Board, including accompanying meetings materials such as technical working papers. (Meetings may be virtual.)

Task 2: Public Engagement

With input from the Planning Board, the CONTRACTOR will engage in a public engagement process. The overall intent of the public engagement process is to keep residents informed, to get broad and extensive input, and get directed input or comment at key times during the planning process. The following components will be considered .:

- Regular informational updates to the public: The CONTRACTOR will prepare informational material for public consideration. With input from the Planning Board, this material may be distributed through the Town newsletter, placed on the Town website, or distributed through a Town list serve or Google group.
Deliverables: A minimum of six (6) informational articles
- Public Opinion Survey(s): The Contractor will develop, distribute, tabulate, and analyze results from public opinion survey(s) to evaluate residents' attitudes, needs, desires and preferences. The survey(s) will be developed as an on-line version through Survey Monkey and distributed electronically. With input from the Planning Board electronic survey(s) may occur at project initiation to determine broad sentiments to establish overall goals, may occur at specific points to provide guidance on specific points, such as possible zoning changes, or get reactions to potential actions and Implementation schedule.
Deliverables: A minimum of one electronic survey and accompanying results and analysis
- Public Forums: The Contractor will conduct a maximum of ten (10) public forums (forums may be virtual depending on health conditions.) Forums may be held in the evenings or on a weekend day. It is possible, depending on public interest, that additional forums may need to be added or existing topics discussed over more than one evening. Daytime workshops, led by Contractor staff, may be offered to augment opportunities for input. It is anticipated that the forums will cover a combination of Master Plan elements.

Anticipated public forum topics include, but are not limited to:

1. Kick off meeting – general overview of process
2. Community Setting and Community vision statement
3. Economic and Business Development
4. Cultural Resources
5. Housing
6. Recreation, and Historic Preservation
7. Community Development
8. Utilities, Energy, Transportation and Green Initiatives
9. Resource, Open Space and Forest Protection
10. Social Services (schools, public health, seniors, veterans) & Public Buildings.
11. GIS Mapping
12. Release of Draft Master Plan & Implementation Procedures

Deliverables: A Maximum of ten (10) Public Forums (Forums may be virtual)

Task 3: Conduct Research, Analysis, and Evaluation

The Contractor will provide direct technical planning services, such as conducting research, preparing analysis and evaluation of socioeconomic trends, preparing maps, and identifying needs and opportunities to develop a Master Plan. To the maximum extent possible, the Contractor will use pre-existing data, evaluations, and reports, including but not limited to the 2003 Master Plan, Zoning By-Laws and Map, General By-Laws, and Subdivision Control Regulations

- Community Vision and Goals: The Community Vision and Goals section will provide a clear guide for future growth and development within the Town. Goals and policy statements for future growth and preservation will be developed from this process and should factor in maximum input from a wide range of residents, elected officials, and appointed boards/committees. The Contractor would gain input from the survey, discussions at the Public Forums, meetings of Town Boards and Commission and one-on-one interview with selected town's people. Contractor staff will attempt to understand the general history of Monterey's past planning and economic development successes and failures to ensure the resulting plan builds upon past lessons.
- Land Use: The Contractor will identify all present land uses and recommend a future land use plan for the location and inter-relationship of public and private land uses. Recommendations for future land use strategies will be made which reflect the goals established in the visioning process. Town maps will be used to incorporate existing and permitted land uses. The Contractor will, where deemed necessary by the Planning Board, suggest changes to the Zoning By-law based on desired outcomes. Higher density opportunity areas will be identified based on the surrounding land uses and infrastructure availability. Upon obtaining consensus from the Planning Board relative to proposed land use and/or zoning changes, the Contractor will provide an updated projected build-out analysis, which incorporates the impact of the proposed changes into the build-out analysis.
- Housing: The Contractor will examine Monterey's current and future housing needs based on demographic trends, including but not limited to, the analysis of senior and affordable housing. The Contractor will identify additional strategies where applicable to aid the Town in attaining - at a minimum- the MGL Chapter 40B 10% affordable housing benchmark.
- Economic Development: The Contractor will analyze Monterey's existing strengths, opportunities and weaknesses and recommend sustainable strategies that will retain Monterey's quality of life while promoting an economically viable future. The Contractor will analyze the regional economic development trends and emerging/declining industries and expound on where Monterey fits into the larger regional picture. An evaluation of existing commercial vacancies and the identification of strategies, which will encourage business to locate within the Town, will be conducted. The Contractor will guide the Town in considering appropriate ways government can support and build upon existing commercial enterprises and market trends, while supporting sustainable strategies to improve the Town's business climate and attract additional business and residential investment.

- Natural, Cultural and Historic Resources: The Master Plan will include a complete inventory of natural and cultural resources that provides a portfolio of the significant natural, cultural, and historic resource areas in Monterey. The Master Plan will include policies and strategies for the protection and management of such areas. These will include consideration of climate change's effects on species distribution as well as ecosystem services. The Contractor will work with the Monterey Historical Commission to obtain information for the historic component of the Master Plan. The Master Plan will emphasize the historical context of place, people, and historical identity.
- Open Space and Recreation: The Master Plan will include a complete inventory of protected open space and recreation. The Contractor will help guide the Town in weighing the quality and quantity of open space and recreation areas available. The Contractor will make recommendations as to which areas should be enhanced or expanded in keeping with the recreational needs of the town.
- Services and Facilities: The Master Plan will include an inventory of existing services and forecast future needs for public facilities services including police, fire, department of public works, library, recreation, community center, Council on Aging facilities, schools, and other municipal offices. This element of the Master Plan will address the future needs for public services and facilities under existing conditions and future development scenarios. The Contractor will confer with major department heads in developing recommendations for this section. Recommendations may include opportunities for shared services with other regional entities, organizations, or municipalities. Existing feasibility studies and plans for municipal buildings will be utilized and incorporated within the Master Plan. The Contractor will also evaluate, analyze, and provide recommendations for local and regional school, and municipal buildings.

A base inventory of the public services being provided by the Town in the human services realm will be included in this element including Senior, Veterans, and Public Health services. This inventory will distinguish the various state and federal funding sources for these services and provide an indication of the numbers of people being served.

Any public facilities or services recommended for expansion, reconstruction, demolition, or discontinuance, during the planning process will be identified. Impacts that may result from any recommended space utilization changes will be clearly discussed in this element of the Master Plan.

- Transportation and Mobility: This section will provide a qualitative multimodal inventory and assessment of the existing and proposed transportation system including regional connections. It will include a comprehensive review of all modes of transportation, including the potential for improved pedestrian and bicycle facilities, targeted transit services and will focus on corridors of concern.
- Implementation: The Implementation element will follow the Community Vision and Goals in the final presentation of the plan. The identified goals in each element of the Master Plan will have a detailed implementation element. This process will specify which municipal regulatory structures need to be amended to achieve the desired goals identified in the plans. The plan will also identify which parties are most suited to conduct the necessary steps to achieve the Master Plan goals. An implementation timeline and prioritization of goals will be included.

Deliverables: Master Plan technical memoranda

Draft sections of the Master Plan

Task 4: Prepare Drafts and Final Master Plan

The Contractor will prepare a Master Plan for the Town. Draft and final versions of the plan will be prepared. Draft sections of the plans will be presented for review and approval by the Planning Board. The complete draft Master Plan will be available for public review and comment. The Contractor will participate in a public forum about the draft plan as described previously. The Contractor will incorporate comments from a public forum(s) into a final Master Plan.

- Deliverables: Chapter drafts for review prior to Steering Committee meetings
Final draft of Master Plan (both hard copy and digital). All items will also be provided in the document's original format (MS Word, Excel, power-point) and will become property of the Town.
- A final report containing all written materials including maps, tables, charts, and photographs, as well as the executive summary. (Report maps, large charts and/or spreadsheets will be 11" x 17". All other materials will be 8.5" x 11".)
 - Ten (10) bound copies.
 - An electronic copy of all material listed above, plus all material generated during the project including data, files, and GIS maps.
 - Baseline Demographics on all topic areas - Existing trends build-out analysis
 - Any sample zoning & general by-laws as may be recommended in the Master Plan
 - Any sample regulations and policies as may be recommended in the Master Plan
 - Projected build-out analysis resulting from the impact of any recommended zoning changes on build-out potential.

May 9, 2022

With reference to the Agreement for Creation of Master Plan, between the Town of Monterey and Berkshire Regional Planning Commission, dated May 9, 2022, please be advised:

This document has been signed by the Select Board of Monterey with the stipulation that Berkshire Regional Planning Commission will provide, in a timely manner, a Payment Schedule that details the invoicing method for the project.

The Payment Schedule will be agreed to and signed by all parties, and attached to this Agreement as Addendum #1.

TOWN OF MONTEREY

By its Select Board

CONTRACTOR



Thomas Matuszko, Executive Director