

Mark Pruhenski
Town Manager

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TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

Selectboard Meeting via Zoom and in person at 334 Main Street, Great Barrington, MA
Order of Agenda for Monday, February 26th, 2024, at 6:00 PM

Please click this link to join the webinar:
Webinar ID: 860 4872 7526

<https://us02web.zoom.us/j/86048727526>
Dial-in, audio-only: (929) 205 6099

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and Governor Healey's March 29, 2023 Revised Order extending remote participation by all members in any meeting of a public body, this meeting of the Selectboard will be conducted both in-person and via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on town's website: www.townofgb.org. Committee members and members of the public may attend this meeting in person or remotely. Instructions for remote access can be found at the top of this agenda. Every effort will be made to ensure that those attending remotely can access the proceedings in real time, via technological means.

1. CALL TO ORDER SELECTBOARD REGULAR MEETING
2. APPROVAL OF MINUTES
 - a. Selectboard Special Meeting – January 31st
 - b. Selectboard & Finance Committee Joint Meetings – February 6th and 7th
 - c. Selectboard Regular Meeting – February 12th
3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS
4. TOWN MANAGER'S REPORT
 - a. Housatonic Water Works
5. LICENSES AND PERMITS
6. PUBLIC HEARINGS
7. PREVIOUS BUSINESS
8. NEW BUSINESS
 - a. Host Community Agreement with Midori's Garden, for a marijuana manufacturing establishment at 920 Main Street

- b. Recommendation to the Zoning Board of Appeals on the Special Permit application from the W.E.B. DuBois Center for Freedom and Democracy for the restoration and exterior alterations of the nonconforming structure at 9 Elm Court, in the Village Center Overlay District, including consideration of use/alteration of a portion of the Town way on Elm Court
- c. Appointment to Historical Commission – Donald Howe
- d. Town Historical Artifacts Disposal Policy
- e. Shared Building Department Intermunicipal Agreement for Admin Assistant Services
- f. Town Manager Performance Evaluation

9. CITIZEN SPEAK TIME

Citizen Speak Time is an opportunity for the Selectboard to listen to residents. Topics of particular concern or importance may be placed on a future agenda for discussion. This time is reserved for town residents only unless otherwise permitted by the chair, and speakers are limited to 3 minutes each.

10. SELECTBOARD'S TIME

11. MEDIA TIME

12. ADJOURNMENT

NEXT SELECTBOARD MEETING

March 11, 2024

March 25, 2024

April 8, 2024

April 29, 2024



Mark Pruhenski, Town Manager

Pursuant to MGL. 7c. 30A sec. 20 (f), after notifying the chair of the public body, any person may make a video or audio recording of an open session of a meeting of a public body, or may transmit the meeting through any medium. At the beginning of the meeting, the chair shall inform other attendees of any such recordings. Any member of the public wishing to speak at the meeting must receive permission of the chair. The listings of agenda items are those reasonably anticipated by the chair, which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may be brought up for discussion to the extent permitted by law



Town of Great Barrington
Recreational Marijuana Host Agreement Application
Items in bold are additional documents that must be included with this application

1. Contact Information: Please include name, address, telephone and email address.

a) License holder:

Name: Michelle Maki
Address: 920 South Main Street
City St, Zip: Great Barrington, MA 01230
Telephone: 216.235.4904
Email address: info@midorisgarden.com

b) Applicant Representative: (if different from license holder)

Name: _____
Address: _____
City St, Zip: _____
Telephone: _____
Email address: _____

c) Store Manager: (person responsible for day-to-day operation)

Include resume/employment history of store manager, past 5 years

Name: Michelle Maki
Address: see above; previous employment on attached resume
City St, Zip: _____
Telephone: _____
Email address: _____

2. Business Information:

- a) List of all executives, managers and/or persons/entities having authority over the management, policies, security operations or cultivation/manufacturing operations of the establishment.

Michelle Maki, sole owner/cultivator

- b) Name and address of owners, investors, and other sources of capital resources available to the applicant for the purpose of establishing or operating the marijuana establishment.

Joseph Maki (spouse) - capital resources are joint assets

- c) Provide legal corporate entity name and/or DBA if applicable.

Midori's Garden LLC

3. Location:

- a) Address of marijuana establishment and description of retail space to be used (floor level and square footage). Please include letter of intent from landowner or copy of lease or purchase agreement, if under contract.

920 South Main Street, Great Barrington, MA 01230 (Light Industry zone)

There is no retail space. This is a cultivation and manufacturing company located on our small family farm.

There are no plans for permanent structures to be used. The fenced-in outdoor cultivation site is ~1/2 acre. There will be 1-2 30' x 96' high tunnels, 1-2 sheds or shipping containers for storage/processing, surrounded by outdoor growing area. (Michelle & Joseph Maki are owners of the property. Deed attached.)

- b) Will you be updating/changing the exterior of the building?

Please include description/drawing of view from the street, view from abutters

No changes/updates will be made to any buildings on our property. This is an outdoor site.

The site is not visible from the street as our house blocks the view. The security fence and top of high tunnels could be seen at a distance of several hundred feet by 2 abutters through tree coverage during the winter (but we are an outdoor grow so there won't be anything growing in the winter). It is not visible from any abutters when foliage is in season. (Street view and plot plan with site location are attached.)

- c) Does property include parking? If not, what is your parking plan?

Yes. We have adequate parking for ~12 vehicles. The business is intended to remain small, so we only need 5 parking spaces.

4. Has anyone on the list of participants (principals, investors, employees) ever held any type of State Issued alcohol license? Have any participants ever been cited for an ABCC violation? (If yes, please explain)

No

5. How many other facilities do principals have/are applying for and where?

0 / none

6. Do you have an existing host agreement with any other communities? If yes, please provide a letter from said municipality stating that you have complied with the terms of that agreement

No

7. Date of Community Impact Meeting. Please coordinate with Selectboard and list on the Town's calendar.

Wednesday, July 26, 2023 at 5:30 PM at Holiday Inn Express & Suites, 415 Stockbridge Road, Great Barrington, MA 01230.

MICHELLE (MICKEY) MAKI

Education

HARVARD BUSINESS SCHOOL

Boston, MA

HARVARD KENNEDY SCHOOL OF GOVERNMENT

Joint Master in Business Administration / Master in Public Policy, May 2016

David Rubenstein Fellow. Harvard Graduate Student Leadership Initiative. Peer Consulting Case Coach. Member of African American Student Union and Social Enterprise Clubs.

THE OHIO STATE UNIVERSITY

Columbus, OH

Bachelor of Science in Business Administration – Accounting

Experience

2022- Now

GATHERED WATERS

Owner/Farmer

Great Barrington, MA

- Cultivating a thriving honey and herb farm on 17 acres of land, specializing in organic practices and sustainable beekeeping techniques.
- Implementing sustainable farming practices, including bee-friendly planting, water conservation, and composting, minimizing the farm's environmental footprint
- Establishing strong relationships with local businesses, farmers' markets, and community organizations, fostering collaborations and expanding distribution networks.
- Developing artisanal honey and herbal products, such as infused honey, herbal teas, and natural skincare items, meeting the highest standards of quality and taste
- Engaged in ongoing professional development and stayed updated on industry trends and best practices through workshops, conferences, and networking.

2020-2022

AQUARI VENTURES (Sole Proprietorship/Independent Consultant)

DEI Subcontractor for Promise54

Remote

- Spearheaded the development and execution of DEI initiatives for a diverse range of clients, including corporations, non-profit organizations, and educational institutions.
- Conducted comprehensive organizational assessments to identify gaps, opportunities, and areas for improvement in diversity, equity, and inclusion practices.
- Collaborated with senior leadership teams to develop customized DEI strategies aligned with organizational goals, resulting in enhanced cultural competency and increased employee satisfaction.
- Designed and delivered interactive training workshops on unconscious bias, inclusive leadership, and diversity awareness, fostering a more inclusive and equitable work environment.
- Advised on recruitment and talent acquisition strategies to attract and retain diverse candidates, leading to a more diverse workforce and improved representation at all levels.
- Provided guidance and support in the development of employee resource groups (ERGs) to foster a sense of belonging and create platforms for underrepresented voices.
- Facilitated dialogue sessions and mediated challenging conversations around diversity, equity, and inclusion, promoting understanding and fostering a culture of respect.

2017-2019

WILDFLOWER FOUNDATION

Cambridge, MA

Partner

- Drove the expansion of Wildflower Montessori Schools in the Greater Boston region through recruiting teachers, pursuing institutional partnerships, and community engagement
- Managed operations and logistics of the Wildflower Montessori Diversity Fellowship and Scholarship programs
- Led a 10-month long fellowship consisting of professional development session and individual coaching for a dozen teachers
- Developed materials and resources to guide school leaders through the school founding process
- Advised the Wildflower network in developing and implementing an organizational approach to equity and inclusion—within the classroom and through school operational choices
- Nurtured relationships with other early childhood education organizations in our area of operations
- Supported the preparation of grant applications and charter school applications

	<ul style="list-style-type: none"> Designed workflows for outreach and recruiting processes to be managed by multiple stakeholders 	
2016-2017	BOSTON MEDICAL CENTER (BMC) Special Assistant to the COO (HBS Leadership Fellow) <ul style="list-style-type: none"> Collaborated with multiple departments and the V.P. of Mission to design and establish a community health worker program aimed at addressing the social determinants of health impacting BMC's most vulnerable patients Optimized MRI productivity by analyzing capacity and building business case for new hire Improved inpatient flow by leading effort to diagnose barriers to on-time discharges and proposing solutions 	Boston, MA
Summer 2015	MCKINSEY & COMPANY Summer Associate <i>Client/Project: Retail Company, Industry Analysis & Procurement Strategy</i> <ul style="list-style-type: none"> Researched global leather industry and created market analysis identifying opportunities for cost reductions Conducted interviews with experts within the field and synthesized findings with other data to propose approaches to achieving cost savings Engaged with team and senior leadership regularly to lead problem solving sessions Presented final market analysis to project team, including McKinsey and client leadership <i>Client/Project: Internal Knowledge Development, Healthcare IT</i> <ul style="list-style-type: none"> Authored healthcare consumer survey and oversaw survey launch and initial data collection Outlined consumer journeys and associated model solutions to provide insights in addressing open questions 	Cleveland, OH
Summer 2014	SAFAL PARTNERS Education Pioneers Fellow <ul style="list-style-type: none"> Oversaw proposal planning and submission of \$9 million project for the U.S. Department of Education Managed online resource solicitation and selection for the National Charter School Resource Center Developed and rolled-out standardized proposal and onboarding processes and knowledge repository system 	Houston, TX
2011-2013	ACCENTURE Management Consulting & Project Management Analyst <i>Client/Project: Global Exploration & Production Company, Company Restructuring</i> <ul style="list-style-type: none"> Collaborated with 5 department leads to draft a comprehensive list of 30+ legal documents requiring transfers of ownership and amendments to reflect new company structure Designed and documented multi-phase legal collection process for 6 operating regions across the U.S. Analyzed metrics from project team, business and vendors and created weekly status reports to inform project leadership and steering committee and direct execution of legal tasks by project team <i>Client/Project: Multinational Oil & Gas Company, SAP System Implementation</i> <ul style="list-style-type: none"> Facilitated meetings and conducted interviews with subject matter experts to understand legacy systems and gather data to inform change management strategy Documented processes across departments, updated workflows for new system, and led train-the-trainer workshops Led business continuity rehearsals for 3 process teams and presented results to end users to ensure employees were equipped to resume vital activities after the new SAP system became active Produced monthly invoicing (\$1.5-2M per month) and conducted monthly time and billing variance reconciliations resulting in recapture of 200+ work days, ~\$320K in additional invoicing over a 4-month period 	Houston, TX
2009-2011	HOUSTON INDEPENDENT SCHOOL DISTRICT Elementary Teacher (Teach For America) <ul style="list-style-type: none"> Instructed 24 students each year using customized lessons based on diagnosed deficiencies and frequently monitored progress to achieve average student growth of 1.5 grade levels Spear-headed grant writing efforts throughout the school resulting in over \$16K worth of resources donated over two school years and the establishment of a sustainable grant writing approach Trained colleagues to use classroom technology to facilitate instruction of newly adopted curriculum which generated a 150% increase of investment in technology 	Houston, TX
Community 2020-Now	SAGE MONTESSORI SCHOOL Board of Trustees, President and Clerk	Cape Cod, MA
2018-2019	BROCKTON INTERFAITH COMMUNITY (BIC) Volunteer, Cooperative Team	Brockton, MA

BIC, a member of the Massachusetts Communities Action Network, is a community organizing nonprofit which advocates and organizes for issues which impact the well-being of Massachusetts residents (e.g. education justice, economic justice, etc.)

- Leveraging my business acumen to support BIC's effort in establishing an ecosystem of cooperative businesses in the areas of housing, childcare, health and food
- Preparing and writing grants
- Training volunteers on how to develop quality work plans to better coordinate their work

TOWN OF GREAT BARRINGTON
AND
MIDORI'S GARDEN, LLC
HOST COMMUNITY AGREEMENT
FOR MARIJUANA PRODUCT MANUFACTURER

THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this ____ day of _____, 20__ by and among MIDORI'S GARDEN, LLC, a Massachusetts limited liability company, and any successor in interest, with a principal office address of 920 Main Street, Great Barrington, MA 01230 ("Midori's Garden" or the "Company"), and the Town of Great Barrington, acting by and through its Selectboard, in reliance upon all of the representations made herein, a Massachusetts municipal corporation with a principal address of 334 Main Street, Great Barrington, Massachusetts 01230 (the "Town"), the Company and the Town each a "Party" and collectively, the "Parties."

WHEREAS, the Company wishes to locate a Marijuana Product Manufacturer business for product manufacturing, commercial production and wholesale distribution of marijuana for adult use (the "Establishment") at a facility (the "Facility") located at 920 Main Street, Great Barrington, as shown as Assessor's Map 30, Parcel 50B (the "Property"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00 and such approvals as may be issued by the Town in accordance with its Zoning Bylaws and other applicable local regulations;

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite licenses from the Cannabis Control Commission (the "CCC") or such other state licensing or monitoring authority, as the case may be, to operate the Establishment in Town and receives all required local permits and approvals from the Town;

WHEREAS, the Parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of the Establishment, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

1. Recitals and Representations

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

The Company represents and warrants that it is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Agreement, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) does not conflict with, or constitute a default under, any agreement or instrument to which the Company is a party or by which the Company may be bound or affected.

Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the Party for which he or she signs.

Each person signing this Agreement further represents and warrants that this Agreement has been duly authorized, executed and delivered. This Agreement constitutes legal, valid and binding obligations of each Party, enforceable in accordance with its terms.

2. Community Impact Fee

The Company recognizes that the Town may incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts on the Town as a result of the Company's operation of the Establishment. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Company agrees

to pay an annual Community Impact Fee to the Town when requested in writing by the Selectboard, provided, however, such request and payment shall comply with the following terms and conditions:

1. Annually, in conjunction with the CCC's renewal process for the Company's license to operate the Establishment, the Company shall provide the Town with written notice of the date it filed its renewal application with the CCC, such notice to be given within five (5) days of filing. Within ten (10) days of each renewal of its final license by the CCC (the "Annual License Renewal"), the Company shall provide written notice to the Town of said renewal. Within 30 days of the date of each Annual License Renewal, the Selectboard may assess a Community Impact Fee upon the Company by sending a written, itemized invoice to the Company, per the applicable regulations of the CCC. The Community Impact Fee shall reasonably relate to all costs imposed upon the Town by the operation of the Establishment in the prior license year period. Along with the invoice, the Town shall provide documentation required pursuant to G.L. c.94G, §3(d)(2)(iii).
2. The amount of the Community Impact Fee shall not exceed three (3) per cent of the gross sales of the Establishment pursuant to its Marijuana Product Manufacturer License. If the Community Impact Fee assessed in the invoice exceeds said three (3) per cent of gross sales for the year in which the Community Impact Fee relates, the Company shall submit financial statements documenting its gross sales for the period in question to the Town within 30 days of receipt of the Town's invoice.
3. Objections to documented costs invoiced by the Town, including objections as to whether any estimates or other assertions of costs are reasonably related to costs imposed upon the Town, must be provided in writing, within 30 days of receipt of the invoice and documented costs, or said objections shall be waived by the Company. If the Company submits an objection, the Parties shall engage in good faith negotiations, for a period of at least thirty (30) days, to resolve the objection and agree upon the amount of the Community Impact Fee. If the Parties are unable to resolve the objection, they may exercise their rights under the Agreement and at law.
4. Payment of the annual Community Impact Fee shall be made within 45 days of receipt of the invoice or revised invoice, where applicable. If there is an objection, payment of the undisputed amount shall be made within said 45 days.
5. The annual Community Impact Fee shall continue for a period of eight (8) years from the date operation of the Establishment began, unless a longer period is allowed by law, whether by amendment of G.L. c.94G, §3 or otherwise.

3. Company Records, Access

The Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required to provide to the Commonwealth to obtain and maintain its license from the CCC. The Company shall maintain its books, financial records and any other data related to its finances and operations in accordance with standard accounting practices and any applicable regulations and guidelines promulgated by the CCC. All records shall be retained for a period of at least seven (7) years.

4. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment when such contractors and suppliers are properly qualified and price competitive, and shall use good faith efforts to hire Town residents.

5. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, subject to applicable exemptions under law except any exemption prohibited herein, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord. Neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption or reduction with respect to such taxes. Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 (Community Impact Fee) of this Agreement.

6. Security

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Town's Police Department in determining the placement of exterior security cameras.

The Company agrees to cooperate with the Police Department, including but not limited to, periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures.

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion of marijuana and marijuana products, such plan to be in place prior to the commencement of operations at the Establishment.

The Company shall promptly report the discovery of the following to Town Police within 24 hours of the Company becoming aware of such event: diversion of marijuana or marijuana products; unusual

discrepancies identified during inventory; theft; loss or any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

7. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Establishment, including, but not limited to, any and all concerns or issues raised at the community impact hearing in Town relative to the operation of the Establishment; said written policies and procedures, as may be amended from time to time, shall be reviewed and approved by the Town and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

8. Additional Obligations

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a license for operation of the Establishment in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate the Establishment in the Town.

This Agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments, or to enforce said statutes, bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for an Establishment to operate in the Town, or to refrain from enforcement action against the Company and/or its Establishment for violation of the terms of said permits and approvals or said statutes, bylaws, and regulations.

9. Waste and Waste Water Controls

The Company shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, bylaws, and regulations. Liquid waste containing marijuana or by-products of marijuana processing shall be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26-53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers. Disposal of such waste, and of all marijuana and marijuana products, shall be in accordance with the regulations of the CCC.

10. Odor Control Technology

The Company shall ensure that odor from the Establishment is not released so as to constitute a nuisance to surrounding properties. The Company shall utilize a closed air system at the Establishment to not relive or introduce any outdoor air into the Establishment, nor allow any indoor air to escape. The Company shall employ odor control technology to remove odors and harmful volatile organic compounds (VOCs) from the Establishment. The Company shall ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency.

11. Support

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Establishment where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Establishment, in any particular way other than by the Town's normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

12. Term and Termination

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Establishment in the Town, but the Community Impact Fee shall be limited to eight (8) years from the start of Establishment operations.

The Town may terminate this Agreement for cause by providing written notice to the Company in the event that: (i) Company violates any laws of the Town or the Commonwealth with respect to the operation of the Establishment, and such violation remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation; (ii) Company fails to make payments to the Town as required under this Agreement, and such failure remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation; (iii) there is any other breach of the Agreement by the Company, which breach remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation; or (iv) the Company's license is revoked or suspended by the CCC.

In the event of termination of this Agreement, the Company shall immediately cease all operations at the Establishment.

13. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Company shall assign, sublet, or otherwise transfer any interest in the Agreement without the written consent of the other.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

14. Notices

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To Town: Town Manager
 334 Main Street
 Great Barrington, MA 01230

To Licensee: Name
 Address

15. Severability

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a 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 the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement.

16. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

17. Entire Agreement

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

18. Amendments/Waiver

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

19. Headings

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

20. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any Party hereto may execute this Agreement by signing one or more counterparts.

21. Signatures

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

22. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town and the Company, or the Town and any other successor, affiliate or corporate entity as joint venturers or partners.

25. Nullity

This Agreement shall be null and void in the event that the Company does not locate an Establishment in the Town or relocates the Establishment out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of any and all annual payments due to the Town hereunder shall be calculated based upon the period of occupation of the Establishment within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

26. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of action, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, its agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or operation of the Establishment. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other consultants of the Town's choosing incurred in defending such claims, actions, proceedings or demands, and all fees and costs (including but not limited to attorney and consultant fees and costs) shall be as charged at regular and customary municipal rates. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

27. Third-Parties

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

TOWN OF GREAT BARRINGTON

COMPANY

Chair, Selectboard

Name _____
Title _____

Special Permit recommendation to the Zoning Board of Appeals

Recommendation to the Zoning Board of Appeals on the Special Permit application from the W.E.B. DuBois Center for Freedom and Democracy for the restoration and exterior alterations of the nonconforming structure at 9 Elm Court, in the Village Center Overlay District, including consideration of use / alteration of a portion of the Town way on Elm Court

[The application and plan sets can be downloaded by clicking this link.](#)

From: [Mark Pruhenski](#)
To: [Josh Risen](#); [Natalie Amendola](#)
Subject: FW: Historical Commission
Date: Wednesday, February 21, 2024 11:16:12 AM

From: Malcolm Fick [REDACTED]
Sent: Friday, February 16, 2024 8:40 AM
To: don@[REDACTED]
Cc: Mark Pruhenski <MPruhenski@Townofgb.org>
Subject: Re: Historical Commission

****CAUTION:****
****This is an external email, be vigilant****
*****Do not click links or open attachments unless you recognize the sender (and their email address) and know the content is safe*****

Hi Mark. I support Don's application for one of the open positions.

Malcolm

On Thu, Feb 15, 2024 at 11:31 AM [don@\[REDACTED\]](#)
<[dvharchitect@REDACTED](#)> wrote:

Mark,

I am applying for the appointed membership on the Historical Commission for one of the two currently vacant positions.
Having served actively on this Board and plus the CPA/CPC Representative demonstrates my experience as well my awareness of the responsibilities involved.

Thank you for your consideration.

Donald Howe

Great Barrington Selectboard Historical Artifacts Disposal Policy

Purpose and Scope

Great Barrington possesses historical artifacts that are housed in Town-owned and private buildings within the town. This policy addresses the permanent removal of historical artifacts from the town by sale, gift, repatriation, destruction, or any other means.

Town artifacts include these items:

- Documents that are included in a historical collection.
- Documents that have been retained for historical purposes after they are no longer operationally relevant.
- Works of art owned by the Town.
- Archaeological artifacts donated to or otherwise acquired by the Town.

Policy

No Historical Artifact may be disposed of or otherwise removed from the Town without the permission of the Selectboard. Prior to a decision, the Selectboard will solicit a recommendation from the Historical Commission.

**INTERMUNICIPAL AGREEMENT FOR SHARED BUILDING DEPARTMENT
ADMINISTRATIVE ASSISTANT SERVICES
AMONG THE TOWNS OF GREAT BARRINGTON, LEE AND LENOX**

Article 1. Purpose

This Agreement is entered into pursuant to Massachusetts General Laws Chapter 40, Section 4A, by the Town of Lee, a Massachusetts municipal corporation with a principal office at 32 Main Street, Lee, MA 01230, and the Towns of Lenox, and Great Barrington, each Massachusetts municipal corporations with their respective principal Walker Street, Lenox, MA 01240; 334 Main Street Great Barrington 01230 (each, a "Town" and collectively, the "Towns"), as authorized by a vote of the Select Board of each Town, to enable the Towns to join together to establish and administer a program of shared building department administrative assistant services to meet the general needs of each Town and fulfill their requirements to the Commonwealth. Specifically, the Towns intend to share the services of 2 full time administrative assistants in the Four Town Municipal Inspections Department ("Department").

Article 2. Term

This Agreement shall take effect on the first day of March 2024, for a term running through June 30, 2026. The term may be extended for additional periods of such length as the Towns shall agree, acting through their respective Select Boards. Each Town shall give all Towns written notice of whether it wishes to extend the initial term at least ninety (90) days prior to the date of the expiration of the term, unless another notice date is mutually agreed upon by the parties in writing. A Town may withdraw from this Agreement by providing written notice to each other Town by January 1 prior to the end of the term, such termination to be effective as of 11:59 on the next following June 30th. A withdrawing Town shall remain responsible for any financial obligation incurred prior to June 30th.

Article 3. Lead Town and Procedures

The Town of Lee shall act as "Lead Town" for the Towns, by employing 2 administrative assistants. All Towns shall provide adequate office space, equipment, physical resources, and coordination for the performance of services, as determined by the Commissioner with the unanimous concurrence of the town managers/administrators in the four Towns. The costs shall be included in the annual assessment and allocated in accordance with Article 5. Staff in the Department shall be considered employees of the Town of Lee and be accorded all applicable benefits enjoyed by other Lee employees as they are or shall be established. Department staff shall be hired by Lee, based upon procedures promulgated and unanimously agreed to by each of the Town's managers/administrators.

It is acknowledged and understood that the assistants will have their primary office space in Lee and Great Barrington, but that they will be available to each other Town both by virtual/remote platform connection and in-person when needed. Furthermore, it is acknowledged and understood that existing office space exists in Lenox, that shall provide staff and public services substantially equivalent to expectations in existence prior to the commencement of this agreement. For that purpose, each Town shall provide such office space, physical resources, to perform the services and duties of the Department. If a Town withdraws from the Agreement, resources shall be adjusted accordingly, subject to agreement of the remaining Towns, as per Article 2.

Article 4. Funding Contributions

The Towns agree to share the annual costs of all costs including, but not limited to, salary, group health insurance, workers' compensation insurance, life insurance, vacation, sick time, professional development, post-employment liability, and all other applicable benefits of a Lee employee. The percentage cost allocation shall be based on each Town's percentage of permits issued in the most recent fiscal year for which data is available, which for the remainder of the current fiscal year (FY24) shall be allocated as follows:

Great Barrington – 39%
Lee – 29%
Lenox – 32%

Lee shall notify each Town, no later than February 1st of each year, the total annual assessment required by each Town, to allow an annual town meeting warrant for the costs of the commissioner for the next fiscal year. Lee shall issue an invoice to each Town for its cost share for the upcoming fiscal year. The invoice shall include a breakdown of the annual costs of the commissioner in sufficient detail to allow the other Towns to know the cost categories and amounts for each category.

Lenox, and Great Barrington shall pay their respective cost shares to Lee in four equal installments on or before July 15th, October 1st, January 1st, and April 1st of the applicable fiscal year. By written agreement, the Towns may amend or change the amount and manner of paying the funding contributions. Lee shall keep accurate records of the annual costs of the Department and the payments, reimbursements and contributions received on account thereof, which shall be available to the other Towns.

If a Town withdraws from the Agreement and the term of the Agreement continues, the funding contribution percentages of the remaining Towns shall be adjusted to reflect each remaining Town's relative share of the annual costs of the Department, subject to Article 2.

Article 5. Liability, Indemnification

Pursuant to G.L. c. 40, §4A, and subject to the provisions of this Article, each Town shall be liable for the acts and omissions of its own employees and not for the employees of any other Town or agency in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, G.L. c. 258. In the event that any claims, demands, suits, causes of action, costs, or expenses arise with respect to the Department's activities pursuant to the Agreement, and to the extent provided by said Chapter 258 and other applicable law, each Town agrees to indemnify, defend and hold harmless the other Towns from and against any such claims, demands, suits, causes of action, costs, and expenses, including reasonable attorney's fees and legal costs, but only to the extent that they arise from or relate to the negligent acts or omissions of the Town from whom indemnification is sought, or its agents, servants or employees. By entering into this Agreement, no Town has waived any governmental immunity or limitations of damages which may be extended to it by operation of law. This Agreement is by and between the Towns which have executed it and each Town confirms that it is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other person. This Agreement is not intended to confer third-party beneficiary status on any person.

Article 6. Miscellaneous Provisions

- a. Amendments: This Agreement may be amended only by vote of the Select Boards of all the Towns, and any such amendment must be in writing and signed by each Select Board (or Town Manager/Administrator acting on behalf of a Board).
- b. Entire Understanding: This Agreement represents the entire understanding of the Towns with respect to its subject matter.
- c. Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- d. Dispute Resolution: Any disputes arising under this Agreement shall be resolved through the following manner: Select Boards of each Town, shall appoint an authorized representative, within 30 business days of such written notice, to attempt to negotiate a resolution, and shall notify each other of such appointee and the date of appointment. If a resolution is not achieved within thirty (30) days of the last-appointed representative, the Towns may, by mutual agreement, submit the matter to mediation or such other non-judicial dispute resolution process to which they agree. If costs are involved, they shall be shared proportionally according to cost shares stated in Article 5. In the absence of a mediated or upon failure of a resolution sixty (60) days after the commencement of such a process, any Town may seek relief in a court of competent jurisdiction. If a Town elects to seek such relief, that Town shall bear all such costs.
- e. Binding Effect: The terms and provisions of this Agreement shall be binding on and ensure to the benefit of and be enforceable by the respective parties hereto, their successors and assigns.

- f. **Maximum Financial Liability:** The maximum extent of each Town's financial liability in connection with this Agreement shall not exceed the amount validly appropriated annually by each Town for said purpose.
- g. **Cooperation:** The Towns agree to fully cooperate and provide all reasonable assistance to each other in the implementation of this Agreement and performance of each Party's obligations hereunder, and to exercise all reasonable efforts to amicably resolve any disputes that may arise under this Agreement.
- h. **Notice:** Any notice required to be given hereunder shall be by hand delivery; USPS certified mail return receipt requested; or recognized overnight courier service, and addressed to the applicable Town at the address stated above. Notice by mail shall be deemed effective three (3) days after deposit with the Postal Service.
- i. **Severability:** If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, then the Towns shall be relieved of all obligations under that provision provided, however, that if the remainder of the Agreement remains sufficient to accomplish the purposes of the Agreement as provided for herein, it shall be enforced to the fullest extent permitted by law.
- j. **The Town of Stockbridge may join this IMA by vote of the Stockbridge Select Board only at which time the funding contributions in Article 4 will match the Inspector/Commissioner IMA percentages.**

IN WITNESS WHEREOF, this Agreement is signed by each Town by its duly-authorized representative as of the date indicated by its signature,

Town of Great Barrington

Town of Lee

By:

By:

Name:

Name:

Title:

Title:

Town of Lenox

By:

Name:

Title:

SB	LD	EG	GR	BE	Total	Average
5.00	5.00	5.00	4.00	5.00	24.00	4.80
5.00	5.00	5.00	5.00	4.00	24.00	4.80
5.00	5.00	5.00	5.00	5.00	25.00	5.00
5.00	5.00	5.00	5.00	5.00	25.00	5.00
5.00	5.00	5.00	4.00	5.00	24.00	4.80
						4.88

1. INDIVIDUAL CHARACTERISTICS

Diligent and thorough in the discharge of duties, "self-starter"
Exercise good judgment
Displays enthusiasm, cooperation, and will to adapt
Mental and physical stamina appropriate for the position
Exhibits composure, appearance and attitude appropriate for executive position

5.00	5.00	5.00	5.00	5.00	25.00	5.00
5.00	5.00	4.00	5.00	5.00	24.00	4.80
5.00	5.00	4.00	4.00	5.00	23.00	4.60
5.00	5.00	5.00	5.00	4.00	24.00	4.80
5.00	5.00	5.00	5.00	5.00	25.00	5.00
						4.84

2. PROFESSIONAL SKILLS AND STATUS

Maintains knowledge of current developments affecting the practice of local government managers
Demonstrates a capacity for innovation and creativity
Anticipates and analyzes problems to develop effective approaches for solving them
Willing to try new ideas proposed by Selectboard members and/or staff
Sets a professional example by handling affairs of the public office in a fair and impartial manner

5.00	5.00	4.00	5.00	4.00	23.00	4.60
5.00	5.00	4.00	5.00	5.00	24.00	4.80
5.00	5.00	5.00	5.00	5.00	25.00	5.00
5.00	5.00	5.00	5.00	5.00	25.00	5.00
5.00	5.00	5.00	5.00	5.00	25.00	5.00
						4.88

3. RELATIONS WITH ELECTED MEMBERS OF THE SELECTBOARD

Carries out directives of the body as a whole as opposed to those of any one member or minority group
Sets meeting agendas that reflect the guidance of the Selectboard and avoids unnecessary involvement
Disseminates complete and accurate information equally to all members in a timely manner
Assists by facilitating decision making without usurping authority
Responds well to requests, advice, and constructive criticism

5.00	5.00	5.00	5.00	5.00	25.00	5.00
5.00	5.00	5.00	5.00	5.00	25.00	5.00
5.00	5.00	4.50	5.00	5.00	24.50	4.90
4.00	3.00	4.00	4.00	5.00	20.00	4.00
4.00	3.00	4.00	5.00	5.00	21.00	4.20
						4.62

4. POLICY EXECUTION

Implements Selectboard actions in accordance with the intent of council
Supports the actions of the Selectboard after a decision has been reached, both inside and outside the organization
Understands, supports, and enforces local government's laws, policies, and ordinances
Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
Offers workable alternatives to the Selectboard for changes in law or policy when an existing policy or ordinance is no longer practical

5.00	4.00	5.00	5.00	5.00	24.00	4.80
4.00	4.00	5.00	5.00	5.00	23.00	4.60
5.00	4.00	5.00	5.00	5.00	24.00	4.80
5.00	4.00	5.00	5.00	5.00	24.00	4.80
5.00	4.00	5.00	5.00	5.00	24.00	4.80
						4.76

5. REPORTING

Provides regular information and reports to the Selectboard concerning matters of importance to the local government, using the Town Charter as a guide
Responds in a timely manner to requests from the Selectboard for special reports
Takes the initiative to provide information, advice, and recommendations to the Selectboard on matters that are non-routine and not administrative in nature
Reports produced by the manger are accurate, comprehensive, concise and written to their intended audience
Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

4.00	5.00	5.00	4.00	4.00	22.00	4.40
5.00	5.00	5.00	5.00	5.00	25.00	5.00
5.00	5.00	5.00	5.00	5.00	25.00	5.00
5.00	5.00	5.00	4.00	4.00	23.00	4.60

6. CITIZEN RELATIONS

Responsive to requests from citizens
Demonstrates a dedication to service to the community and its citizens
Maintains a nonpartisan approach in dealing with the news media
Meets with and listens to members of the community to discuss their concerns and strives to understand their interests

5.00	5.00	5.00	4.00	5.00	24.00	4.80
						4.76

7. STAFFING

5.00	4.00	5.00	4.00	5.00	23.00	4.60
5.00	4.00	5.00	4.00	5.00	23.00	4.60
5.00	5.00	4.50	5.00	5.00	24.50	4.90
5.00	5.00	5.00	X	5.00	20.00	5.00
5.00	4.00	5.00	X	5.00	19.00	4.75
						4.77

Recruits and retains competent personnel for staff positions
Applies an appropriate level of supervision to improve any areas of substandard performance
Stays accurately informed and appropriately concerned about employee relations
Professionally manages the compensation and benefits plan
Promotes training and development opportunities for employees at all levels of the organization

8. SUPERVISION

5.00	X	5.00	X	5.00	15.00	5.00
5.00	X	5.00	X	5.00	15.00	5.00
5.00	X	5.00	5.00	3.00	18.00	4.50
5.00	X	5.00	X	3.00	13.00	4.33
5.00	X	5.00	X	5.00	15.00	5.00
						4.77

Encourages heads of departments to make decisions within their jurisdictions with minimal Town Manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
Develops and maintains a friendly and informational relationship with the staff and work force in general, yet maintains the professional dignity of the Town Manager's Office
Sustains or improves staff performances by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing third progress, and providing appropriate feedback
Encourages teamwork, innovation, and effective problem-solving among the staff members

9. FISCAL MANAGEMENT

5.00	5.00	4.50	X	5.00	19.50	4.88
5.00	5.00	5.00	X	5.00	20.00	5.00
5.00	5.00	5.00	5.00	5.00	25.00	5.00
5.00	5.00	5.00	X	5.00	20.00	5.00
5.00	5.00	5.00	X	5.00	20.00	5.00
						4.98

Prepares a balanced budget to provide services at a level directed by council
Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
Prepares a budget and budgetary recommendations in an intelligent and accessible format
Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
Appropriately monitors and manages fiscal activities of the organization

10. COMMUNITY

5.00	5.00	5.00	X	4.00	19.00	4.75
5.00	5.00	4.00	X	5.00	19.00	4.75
5.00	5.00	4.00	5.00	5.00	24.00	4.80
5.00	4.00	5.00	5.00	5.00	24.00	4.80
5.00	5.00	5.00	X	5.00	20.00	5.00
						4.82

Shares responsibility for addressing the difficult issues facing the Town
Avoids unnecessary controversy
Cooperates with neighboring communities and the country
Helps the council address future needs and develop adequate plans to address long term trends
Cooperates with other regional, state, and federal government agencies

246.00	212.00	240.50	176.00	240.00
4.92	4.71	4.81	4.76	4.80
SB	LD	EG	GR	BE



Town of Great Barrington

Town Manager Performance Evaluation

period of January 1, 2023 through

December 31, 2023

Selectboard Member's Name

Each member of the Selectboard should complete this evaluation form, sign it in the space below, and return it to the Selectboard Chair. Evaluations will be summarized and included on a future Selectboard meeting.

Selectboard Member's Signature

Date Submitted

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the Town manager's performance.

- 5 = Excellent (almost always exceeds the performance standard)
- 4 = Above average (generally exceeds the performance standard)
- 3 = Average (generally meets the performance standard)
- 2 = Below average (usually does not meet the performance standard)
- 1 = Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the Selectboard to the Town manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

Diligent and thorough in the discharge of duties, "self-starter" 5

Exercises good judgment 5

Displays enthusiasm, cooperation, and will to adapt 5

Mental and physical stamina appropriate for the position 5

Exhibits composure, appearance and attitude appropriate for executive position 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

5.0

2. PROFESSIONAL SKILLS AND STATUS

Maintains knowledge of current developments affecting the practice of local government management 5

Demonstrates a capacity for innovation and creativity 5

Anticipates and analyzes problems to develop effective approaches for solving them 5

Willing to try new ideas proposed by Selectboard members and/or staff 5

Sets a professional example by handling affairs of the public office in a fair and impartial manner 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

5.0

3. RELATIONS WITH ELECTED MEMBERS OF THE SELECTBOARD

Carries out directives of the body as a whole as opposed to those of any one member or minority group 5

Sets meeting agendas that reflect the guidance of the Selectboard and avoids unnecessary involvement in administrative actions 5

Disseminates complete and accurate information equally to all members in a timely manner 5

Assists by facilitating decision making without usurping authority 5

Responds well to requests, advice, and constructive criticism 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

5.0

4. POLICY EXECUTION

Implements Selectboard actions in accordance with the intent of council 5

Supports the actions of the Selectboard after a decision has been reached, both inside and outside the organization 5

Understands, supports, and enforces local government's laws, policies, and ordinances 5

Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness 4

Offers workable alternatives to the Selectboard for changes in law or policy when an existing policy or ordinance is no longer practical 4

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

4.60

5. REPORTING

Provides regular information and reports to the Selectboard concerning matters of importance to the local government, using the Town charter as guide 5

Responds in a timely manner to requests from the Selectboard for special reports 4

Takes the initiative to provide information, advice, and recommendations to the Selectboard on matters that are non-routine and not administrative in nature 5

Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience 5

Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny 5

Add the values from above and enter the subtotal 0 $\div 5 = 0.00$ score for this category

4.80

6. CITIZEN RELATIONS

Responsive to requests from citizens 4

Demonstrates a dedication to service to the community and its citizens 5

Maintains a nonpartisan approach in dealing with the news media 5

Meets with and listens to members of the community to discuss their concerns and strives to understand their interests 5

Gives an appropriate effort to maintain citizen satisfaction with Town services 5

Add the values from above and enter the subtotal 0 $\div 5 = 0.00$ score for this category

4.80

7. STAFFING

Recruits and retains competent personnel for staff positions 5

Applies an appropriate level of supervision to improve any areas of substandard performance 5

Stays accurately informed and appropriately concerned about employee relations 5

Professionally manages the compensation and benefits plan 5

Promotes training and development opportunities for employees at all levels of the organization 5

Add the values from above and enter the subtotal 0 $\div 5 = 0.00$ score for this category

5.0

8. SUPERVISION

Encourages heads of departments to make decisions within their jurisdictions with minimal Town manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff 5

Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level 5

Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the Town manager's office 5

Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback 5

Encourages teamwork, innovation, and effective problem-solving among the staff members 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

5.0

9. FISCAL MANAGEMENT

Prepares a balanced budget to provide services at a level directed by council 5

Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively 5

Prepares a budget and budgetary recommendations in an intelligent and accessible format 5

Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability 5

Appropriately monitors and manages fiscal activities of the organization 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

5.0

10. COMMUNITY

Shares responsibility for addressing the difficult issues facing the Town 5

Avoids unnecessary controversy 5

Cooperates with neighboring communities and the county 5

Helps the council address future needs and develop adequate plans to address long term trends 5

Cooperates with other regional, state and federal government agencies 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

5.0

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period?

The current budget is a difficult one. Mark has done a good job presenting a slightly below level service budget. It is now up to the S&FC to decide if there needs to be further reductions. Mark is level headed and does not get flustered during stressful times.

What performance area(s) would you identify as most critical for improvement?

What constructive suggestions or assistance can you offer the manager to enhance performance?

Mark is enthusiastic and works hard, maybe to hard. He needs to reduce some of the time he spends in the office. In the long run this will keep him fresh and hopefully the Town Manager in GB for a extended period of time.

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period?



Town of Great Barrington

Town Manager Performance Evaluation

period of January 1, 2022 through

December 31, 2023

Selectboard Member's Name

Leigh Davis

Each member of the Selectboard should complete this evaluation form, sign it in the space below, and return it to the Selectboard Chair. Evaluations will be summarized and included on a future Selectboard meeting.

Selectboard Member's Signature

Leigh Davis

Date Submitted

2/12/24

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the Town manager's performance.

- 5 = Excellent (almost always exceeds the performance standard)
- 4 = Above average (generally exceeds the performance standard)
- 3 = Average (generally meets the performance standard)
- 2 = Below average (usually does not meet the performance standard)
- 1 = Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the Selectboard to the Town manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

Diligent and thorough in the discharge of duties, "self-starter" 5

Exercises good judgment 5

Displays enthusiasm, cooperation, and will to adapt 5

Mental and physical stamina appropriate for the position 5

Exhibits composure, appearance and attitude appropriate for executive position 5

Add the values from above and enter the subtotal ~~0~~ 25 ÷ 5 = ~~0.00~~ 5.00 score for this category

2. PROFESSIONAL SKILLS AND STATUS

Maintains knowledge of current developments affecting the practice of local government management 5

Demonstrates a capacity for innovation and creativity 5

Anticipates and analyzes problems to develop effective approaches for solving them 5

Willing to try new ideas proposed by Selectboard members and/or staff 5

Sets a professional example by handling affairs of the public office in a fair and impartial manner 5

Add the values from above and enter the subtotal ~~0~~ ÷ 5 = ~~0.00~~ score for this category

25

5.00

3. RELATIONS WITH ELECTED MEMBERS OF THE SELECTBOARD

Carries out directives of the body as a whole as opposed to those of any one member or minority group 5

Sets meeting agendas that reflect the guidance of the Selectboard and avoids unnecessary involvement in administrative actions 5

Disseminates complete and accurate information equally to all members in a timely manner 5

Assists by facilitating decision making without usurping authority 5

Responds well to requests, advice, and constructive criticism 5

Add the values from above and enter the subtotal ~~0~~ ÷ 5 = ~~0.00~~ score for this category

25

5.00

4. POLICY EXECUTION

Implements Selectboard actions in accordance with the intent of council 5

Supports the actions of the Selectboard after a decision has been reached, both inside and outside the organization 5

Understands, supports, and enforces local government's laws, policies, and ordinances 5

Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness 3

Offers workable alternatives to the Selectboard for changes in law or policy when an existing policy or ordinance is no longer practical 3

Add the values from above and enter the subtotal ~~0~~ ÷ 5 = ~~0.00~~ score for this category

21

4.2

5. REPORTING

Provides regular information and reports to the Selectboard concerning matters of importance to the local government, using the Town charter as guide 4

Responds in a timely manner to requests from the Selectboard for special reports 4

Takes the initiative to provide information, advice, and recommendations to the Selectboard on matters that are non-routine and not administrative in nature 4

Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience 4

Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny 4

Add the values from above and enter the subtotal ~~0~~ ÷ 5 = 0.00 score for this category

20

4.00

4.00

6. CITIZEN RELATIONS

Responsive to requests from citizens 5

Demonstrates a dedication to service to the community and its citizens 5

Maintains a nonpartisan approach in dealing with the news media 5

Meets with and listens to members of the community to discuss their concerns and strives to understand their interests 5

Gives an appropriate effort to maintain citizen satisfaction with Town services 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

25

5.00

5.00

7. STAFFING

Recruits and retains competent personnel for staff positions 4

Applies an appropriate level of supervision to improve any areas of substandard performance 4

Stays accurately informed and appropriately concerned about employee relations 5

Professionally manages the compensation and benefits plan 5

Promotes training and development opportunities for employees at all levels of the organization 4

Add the values from above and enter the subtotal ~~0~~ ÷ 5 = 0.00 score for this category

22

4.4

8. SUPERVISION

I DON'T HAVE ENOUGH INFORMATION - NOT COMPLETING

Encourages heads of departments to make decisions within their jurisdictions with minimal Town manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff

Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level

Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the Town manager's office

Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback

Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

9. FISCAL MANAGEMENT

Prepares a balanced budget to provide services at a level directed by council 5

Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively 5

Prepares a budget and budgetary recommendations in an intelligent and accessible format 5

Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability 5

Appropriately monitors and manages fiscal activities of the organization 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

25

5.00

5.0

10. COMMUNITY

Shares responsibility for addressing the difficult issues facing the Town 5

Avoids unnecessary controversy 5

Cooperates with neighboring communities and the county 5

Helps the council address future needs and develop adequate plans to address long term trends 4

Cooperates with other regional, state and federal government agencies 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

24

4.8

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period?

Hardworking, honest, reliable
knowledgeable
Affable:
Mark truly cares
about this town.

The town is in great hands!

What performance area(s) would you identify as most critical for improvement?

None that I can think of.

What constructive suggestions or assistance can you offer the manager to enhance performance?

To keep building your
confidence and
knowledge as you
have been.

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period?

The FY25 municipal budget is going
to be extra tough. I
Appreciate the town manager
making many cuts already, but
many more will need
to be done.



Town of Great Barrington

Town Manager Performance Evaluation

period of January 1, 2022 through

December 31, 2023

Selectboard Member's Name

ERIC GABRIEL

Each member of the Selectboard should complete this evaluation form, sign it in the space below, and return it to the Selectboard Chair. Evaluations will be summarized and included on a future Selectboard meeting.

Selectboard Member's Signature

Date Submitted

2-13-2024

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the Town manager's performance.

- 5 = Excellent (almost always exceeds the performance standard)
- 4 = Above average (generally exceeds the performance standard)
- 3 = Average (generally meets the performance standard)
- 2 = Below average (usually does not meet the performance standard)
- 1 = Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the Selectboard to the Town manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

Diligent and thorough in the discharge of duties, "self-starter" 5

Exercises good judgment 5

Displays enthusiasm, cooperation, and will to adapt 5

Mental and physical stamina appropriate for the position 5

Exhibits composure, appearance and attitude appropriate for executive position 5

Add the values from above and enter the subtotal $\frac{0}{25} \div 5 = \frac{0.00}{5}$ score for this category

2. PROFESSIONAL SKILLS AND STATUS

Maintains knowledge of current developments affecting the practice of local government management 5

Demonstrates a capacity for innovation and creativity 4

Anticipates and analyzes problems to develop effective approaches for solving them 4

Willing to try new ideas proposed by Selectboard members and/or staff 5

Sets a professional example by handling affairs of the public office in a fair and impartial manner 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

23

4.6

3. RELATIONS WITH ELECTED MEMBERS OF THE SELECTBOARD

Carries out directives of the body as a whole as opposed to those of any one member or minority group 4

Sets meeting agendas that reflect the guidance of the Selectboard and avoids unnecessary involvement in administrative actions 4

Disseminates complete and accurate information equally to all members in a timely manner 5

Assists by facilitating decision making without usurping authority 5

Responds well to requests, advice, and constructive criticism 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

23

4.6

4. POLICY EXECUTION

Implements Selectboard actions in accordance with the intent of council 5

Supports the actions of the Selectboard after a decision has been reached, both inside and outside the organization 5

Understands, supports, and enforces local government's laws, policies, and ordinances 4.5

Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness 4

Offers workable alternatives to the Selectboard for changes in law or policy when an existing policy or ordinance is no longer practical 4

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

22.5

4.5

5. REPORTING

Provides regular information and reports to the Selectboard concerning matters of importance to the local government, using the Town charter as guide 5

Responds in a timely manner to requests from the Selectboard for special reports 5

Takes the initiative to provide information, advice, and recommendations to the Selectboard on matters that are non-routine and not administrative in nature 5

Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience 5

Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

~~30~~ 25 5

6. CITIZEN RELATIONS

Responsive to requests from citizens 5

Demonstrates a dedication to service to the community and its citizens 5

Maintains a nonpartisan approach in dealing with the news media 5

Meets with and listens to members of the community to discuss their concerns and strives to understand their interests 5

Gives an appropriate effort to maintain citizen satisfaction with Town services 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

~~30~~ 25 5

7. STAFFING

Recruits and retains competent personnel for staff positions 5

Applies an appropriate level of supervision to improve any areas of substandard performance 5

Stays accurately informed and appropriately concerned about employee relations 4.5

Professionally manages the compensation and benefits plan 5

Promotes training and development opportunities for employees at all levels of the organization 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

~~29.5~~ 4.9
20

8. SUPERVISION

Encourages heads of departments to make decisions within their jurisdictions with minimal Town manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff 5

Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level 5

Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the Town manager's office 5

Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback 5

Encourages teamwork, innovation, and effective problem-solving among the staff members 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

5

9. FISCAL MANAGEMENT

Prepares a balanced budget to provide services at a level directed by council 4.5

Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively 5

Prepares a budget and budgetary recommendations in an intelligent and accessible format 5

Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability 5

Appropriately monitors and manages fiscal activities of the organization 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

24.5 4.9

10. COMMUNITY

Shares responsibility for addressing the difficult issues facing the Town 5

Avoids unnecessary controversy 4

Cooperates with neighboring communities and the county 4

Helps the council address future needs and develop adequate plans to address long term trends 5

Cooperates with other regional, state and federal government agencies 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

23 4.6

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period?

Mark Does an AMAZING Job at keeping me up to Date on all Things That ARE Happening within town. From major situations to The smallest of Items I Always feel Like I'm well informed After our Discussions. overseeing 130 employees and a whole Community is NO easy task.

What performance area(s) would you identify as most critical for improvement?

What constructive suggestions or assistance can you offer the manager to enhance performance?

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period?

The Task of managing our Wonderful Town and The moving parts and employees is NO easy task.

My suggestion for MARK would be To make sure he sets ASIDE The time to Enjoy family, Rest, Recover and Reset to maintain MORALE.



Town of Great Barrington

Town Manager Performance Evaluation

period of January 1, 2022 through

December 31, 2023

Selectboard Member's Name *GARFIELD C REED*

Each member of the Selectboard should complete this evaluation form, sign it in the space below, and return it to the Selectboard Chair. Evaluations will be summarized and included on a future Selectboard meeting.

Selectboard Member's Signature
GARFIELD C REED

Date Submitted *1/29/2024*

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the Town manager's performance.

- 5 = Excellent (almost always exceeds the performance standard)
- 4 = Above average (generally exceeds the performance standard)
- 3 = Average (generally meets the performance standard)
- 2 = Below average (usually does not meet the performance standard)
- 1 = Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the Selectboard to the Town manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- 4 Diligent and thorough in the discharge of duties, "self-starter"
- 5 Exercises good judgment
- 5 Displays enthusiasm, cooperation, and will to adapt
- 5 Mental and physical stamina appropriate for the position
- 4 Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal 0 23 ÷ 5 = 0.00 score for this category
4.6

2. PROFESSIONAL SKILLS AND STATUS

- 5 Maintains knowledge of current developments affecting the practice of local government management
- 5 Demonstrates a capacity for innovation and creativity
- 4 Anticipates and analyzes problems to develop effective approaches for solving them
- 5 Willing to try new ideas proposed by Selectboard members and/or staff
- 5 Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal 0 $\div 5 =$ 0.00 score for this category
4.8

3. RELATIONS WITH ELECTED MEMBERS OF THE SELECTBOARD

- 5 Carries out directives of the body as a whole as opposed to those of any one member or minority group
- 5 Sets meeting agendas that reflect the guidance of the Selectboard and avoids unnecessary involvement in administrative actions
- 5 Disseminates complete and accurate information equally to all members in a timely manner
- 5 Assists by facilitating decision making without usurping authority
- 5 Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal 0 25 $\div 5 =$ 0.00 score for this category
5.0

4. POLICY EXECUTION

- 5 Implements Selectboard actions in accordance with the intent of council
- 5 Supports the actions of the Selectboard after a decision has been reached, both inside and outside the organization
- 5 Understands, supports, and enforces local government's laws, policies, and ordinances
- 4 Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- 5 Offers workable alternatives to the Selectboard for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal 0 24 $\div 5 =$ 0.00 score for this category
4.8

5. REPORTING

- 3 Provides regular information and reports to the Selectboard concerning matters of importance to the local government, using the Town charter as guide
- 3 Responds in a timely manner to requests from the Selectboard for special reports
- 3 Takes the initiative to provide information, advice, and recommendations to the Selectboard on matters that are non-routine and not administrative in nature
- 3 Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- 3 Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal 0 25 ÷ 5 = 0.00 5.0 score for this category

6. CITIZEN RELATIONS

- 4 Responsive to requests from citizens
- 5 Demonstrates a dedication to service to the community and its citizens
- 5 Maintains a nonpartisan approach in dealing with the news media
- 4 Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- 4 Gives an appropriate effort to maintain citizen satisfaction with Town services

Add the values from above and enter the subtotal 0 20 ÷ 5 = 0.00 4.5 score for this category

7. STAFFING

- 4 Recruits and retains competent personnel for staff positions
- 4 Applies an appropriate level of supervision to improve any areas of substandard performance
- 5 Stays accurately informed and appropriately concerned about employee relations
- Professionally manages the compensation and benefits plan
- Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

I left the last 2 Blank as I am not in the loop on how Mark conducts these issues

8. SUPERVISION

Encourages heads of departments to make decisions within their jurisdictions with minimal Town manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff

Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level

5 Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the Town manager's office

Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback

Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

I left these open as I am not privy to how Mark maintains these issues

9. FISCAL MANAGEMENT

Prepares a balanced budget to provide services at a level directed by council

Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively

5 Prepares a budget and budgetary recommendations in an intelligent and accessible format

Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability

Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

again I'm not in the day to day loop if you will so I think I can't really judge these responsibilities

10. COMMUNITY

Shares responsibility for addressing the difficult issues facing the Town

Avoids unnecessary controversy

5 Cooperates with neighboring communities and the county

5 Helps the council address future needs and develop adequate plans to address long term trends

Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

again here too. I'm not involved in the daily operation of the town so I'm leaving them blank

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period?

What performance area(s) would you identify as most critical for improvement?

What constructive suggestions or assistance can you offer the manager to enhance performance?

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period?

I am satisfied with my statements made in the evaluation



Town of Great Barrington

Town Manager Performance Evaluation

period of January 1, 2022 through

December 31, 2023

Selectboard Member's Name

Each member of the Selectboard should complete this evaluation form, sign it in the space below, and return it to the Selectboard Chair. Evaluations will be summarized and included on a future Selectboard meeting.


Selectboard Member's Signature

2/13/24
Date Submitted

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the Town manager's performance.

5 = Excellent (almost always exceeds the performance standard)

4 = Above average (generally exceeds the performance standard)

3 = Average (generally meets the performance standard)

2 = Below average (usually does not meet the performance standard)

1 = Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the Selectboard to the Town manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

Diligent and thorough in the discharge of duties, "self-starter" 5

Exercises good judgment 4

Displays enthusiasm, cooperation, and will to adapt 5

Mental and physical stamina appropriate for the position 5

Exhibits composure, appearance and attitude appropriate for executive position 5

Add the values from above and enter the subtotal $\frac{0}{24} \div 5 = \frac{0.00}{4.8}$ score for this category

2. PROFESSIONAL SKILLS AND STATUS

Maintains knowledge of current developments affecting the practice of local government management 5

Demonstrates a capacity for innovation and creativity 5

Anticipates and analyzes problems to develop effective approaches for solving them 5

Willing to try new ideas proposed by Selectboard members and/or staff 4

Sets a professional example by handling affairs of the public office in a fair and impartial manner 5

Add the values from above and enter the subtotal $\frac{0}{24} \div 5 = \frac{0.00}{4.8}$ score for this category

3. RELATIONS WITH ELECTED MEMBERS OF THE SELECTBOARD

Carries out directives of the body as a whole as opposed to those of any one member or minority group 4

Sets meeting agendas that reflect the guidance of the Selectboard and avoids unnecessary involvement in administrative actions 5

Disseminates complete and accurate information equally to all members in a timely manner 5

Assists by facilitating decision making without usurping authority 5

Responds well to requests, advice, and constructive criticism 5

Add the values from above and enter the subtotal $\frac{0}{24} \div 5 = \frac{0.00}{4.8}$ score for this category

4. POLICY EXECUTION

Implements Selectboard actions in accordance with the intent of council 5

Supports the actions of the Selectboard after a decision has been reached, both inside and outside the organization 5

Understands, supports, and enforces local government's laws, policies, and ordinances 5

Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness 5

Offers workable alternatives to the Selectboard for changes in law or policy when an existing policy or ordinance is no longer practical 5

Add the values from above and enter the subtotal $\frac{0}{25} \div 5 = \frac{0.00}{5}$ score for this category

5. REPORTING

Provides regular information and reports to the Selectboard concerning matters of importance to the local government, using the Town charter as guide 5

Responds in a timely manner to requests from the Selectboard for special reports 5

Takes the initiative to provide information, advice, and recommendations to the Selectboard on matters that are non-routine and not administrative in nature 5

Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience 5

Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny 5

Add the values from above and enter the subtotal 0 25 $\div 5 =$ 0.00 5 score for this category

6. CITIZEN RELATIONS

Responsive to requests from citizens 4

Demonstrates a dedication to service to the community and its citizens 5

Maintains a nonpartisan approach in dealing with the news media 5

Meets with and listens to members of the community to discuss their concerns and strives to understand their interests 4

Gives an appropriate effort to maintain citizen satisfaction with Town services 5

Add the values from above and enter the subtotal 0 23 $\div 5 =$ 0.00 4.6 score for this category

7. STAFFING

Recruits and retains competent personnel for staff positions 5

Applies an appropriate level of supervision to improve any areas of substandard performance 5

Stays accurately informed and appropriately concerned about employee relations 5

Professionally manages the compensation and benefits plan 5

Promotes training and development opportunities for employees at all levels of the organization 5

Add the values from above and enter the subtotal 0 25 $\div 5 =$ 0.00 5 score for this category

8. SUPERVISION

Encourages heads of departments to make decisions within their jurisdictions with minimal Town manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff 5

Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level 5

Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the Town manager's office 3

Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback 3

Encourages teamwork, innovation, and effective problem-solving among the staff members 5

Add the values from above and enter the subtotal $\frac{0}{21} \div 5 = \frac{0.00}{4.2}$ score for this category

9. FISCAL MANAGEMENT

Prepares a balanced budget to provide services at a level directed by council 5

Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively 5

Prepares a budget and budgetary recommendations in an intelligent and accessible format 6

Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability 5

Appropriately monitors and manages fiscal activities of the organization 5

Add the values from above and enter the subtotal $\frac{0}{25} \div 5 = \frac{0.00}{5}$ score for this category

10. COMMUNITY

Shares responsibility for addressing the difficult issues facing the Town 4

Avoids unnecessary controversy 5

Cooperates with neighboring communities and the county 5

Helps the council address future needs and develop adequate plans to address long term trends 6

Cooperates with other regional, state and federal government agencies 5

Add the values from above and enter the subtotal $\frac{0}{24} \div 5 = \frac{0.00}{4.8}$ score for this category

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period?

Mark excels at clearly and thoroughly explaining issues coming before the board. In my first year in office, I've felt fully prepared for every meeting and vote thanks to my work with Mark. He's also excellent at prioritizing staffing needs and filling roles as town government takes on new problems & considerations.

What performance area(s) would you identify as most critical for improvement?

Establishing a more transparent relationship with the public. I understand we're often constrained by different considerations, but anything the town manager's office can do to keep the community feeling like they're in the loop will go a long way.

What constructive suggestions or assistance can you offer the manager to enhance performance?

Mark has a great relationship with department heads, and I hope he can also carve out time to check-in with lower level staff to maintain open communication and foster team building.

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period?

I really appreciate Mark's focus on transitioning GB from a small town mentality to a government that can meet the diverse needs of our changing community and our role as a regional hub.