

Mark Pruhenski
Town Manager

E-mail: mpruhenski@townofgb.org
www.townofgb.org



Town Hall, 334 Main Street
Great Barrington, MA 01230

Telephone: (413) 528-1619 x2
Fax: (413) 528-2290

TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

SELECTBOARD'S MEETING AGENDA (VIA ZOOM)

CONFERENCE DATE: TUESDAY, JUNE 23, 2020

6:30 PM – REGULAR SESSION

LOCATION: ZOOM VIDEO

TOWN HALL, 334 MAIN STREET

ORDER OF AGENDA

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83420944393?pwd=dmtJZHJleGErMGF2Mm5XZitQT2RSZz09>

Password: 120120

Dial In: (929) 205 6099

Webinar ID: 834 2094 4393

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 Order imposing strict limitation on the number of people that may gather in one place, this meeting of the Great Barrington Selectboard will be conducted 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, at www.townofgb.org. For this meeting, members of the public who wish to listen to the meeting may do so in the following manner: See instructions at the top of the agenda. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the town's website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as possible after the meeting.

*****ALL VOTES ARE ROLL CALL*****

6:30 PM - OPEN MEETING

1. CALL TO ORDER:

2. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS:

A. General Comments by the Board.

3. TOWN MANAGER'S REPORT:

A. Department Updates

B. Project Updates

4. LICENSES OR PERMITS:

A. Janis Martinson/Mahaiwe Performing Arts Center, Inc. for Seventeen (17) Temporary Weekday Entertainment Licenses for July 2, 3, 9, 10, 11, 16, 17, 18, 23, 24, 25, 30, 31, August 1, 6, 7, 8, 2020 from 8:00 pm – 12:00 pm at the Parking Lot, Daniel Arts Center, Bard College at Simon's Rock for drive in movie screenings. (Discussion/Vote)

5. NEW BUSINESS:

A. SB – Ratify FY 21; FY 22 and FY 23 Union Contracts (DPW, Police and Libraries). (Discussion/Vote)

B. Police Department – Presentation/Therapy Dog. (Discussion/Vote)

C. SB – Approval of Outdoor Dining for the following Restaurants:
(Discussion/Vote)

- Bizen, Michael Marcus Manager, 17-21 Railroad Street
- Baba Louie's, Paul Masiero Manager, 42 Railroad Street
- 20 Railroad Public House, Benjamin Downing, Manager, 20 Railroad Street
- Siam Square, Navaporn Zivasatianrach, Manager, 290 Main Street
- Bizalion's Fine Food, Helen Bizalion Manager, 684 Main Street
- Prairie Whale, Bettina Schwartz, Manager, 178 Main Street

6. CITIZEN SPEAK TIME:

Citizen Speak Time is simply 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.

7. SELECTBOARD'S TIME:

8. MEDIA TIME:

9. ADJOURNMENT:

NEXT SELECTBOARD MEETING: Wednesday, July 1, 2020

/s/ Mark Pruhenski

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 also be brought up for discussion to the extent permitted by law.



TOWN OF GREAT BARRINGTON
Temporary Weekday Entertainment License Application

\$25.00 per day $\times 17 = \$425.00$ pd.

The undersigned hereby applies for a license in accordance with the provisions of MA General Laws, Ch.140 Sec.183A amended, Ch.351, Sec.85 of Acts of 1981 and Ch.140 Sec.181.

Name: Janis Martinson, Executive Director

Business/Organization: Mahaive Performing Arts Center, Inc.

D/B/A (if applicable): _____

Address: 244 Main St., Great Barrington

Mailing Address: P.O. Box 690, Gt. Barrington MA 01230

Phone Number: 413.644.9040 / Cell: 413-841-1363

Email: janis@mahaive.org

TYPE: (Check all that apply) Concert Dance Exhibition Cabaret DJ

Live band with up to ___ pieces, including singers Public Show

Other (please explain) drive-in movie screenings

INCLUDES: Live music Recorded music Dancing by entertainers/ performers

Dancing by patrons Amplification system Theatrical exhibition

Floorshow Play Moving picture show Light show Jukebox

Other (please explain) _____

As part of the entertainment, will any person be permitted to appear on the premises in any manner or attire as to expose to public view any portion of the pubic area, anus, or genitals, or any simulation thereof, or whether any person will be permitted to appear on the premises in any manner or attire as to expose to public view a portion of the breast below the top of the areola, or any simulation thereof? (M.G.L.Chp.140 Sec.183A)

___ YES

NO

Please circle: INDOOR or **OUTDOOR** Entertainment

Exact Location of Entertainment (include sketch): Parking lot, Daniel

Arts Center, Bard College at Simon's Rock, Atford Rd

Date(s) of Entertainment*: July 2, 3, 9, 10, 11, 16, 17, 18, 23, 24, 25, 30, 31, August 1, 6, 7, 8

*Does not include SUNDAY

APPROXIMATE Start & End Times of Entertainment: 8⁰⁰ - 12⁰⁰ pm

Does your event involve any of the following? (Check all that apply)

- Food Temporary Bathrooms Tents Stages Temporary Signs
 Electrical Permits Building Permits Police Traffic Details Street Closures

ALL entertainment licenses will be reviewed by the Design Review Team (DRT), which is comprised of several Town departments, for comments/concerns on this application.

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Janis Martinson
Signature of Individual or
Corporate Officer

6/17/20
Date

[Redacted]
SS# or FID#

TOWN USE ONLY:

DRT Review with Conditions: _____

APPROVAL DATE: _____

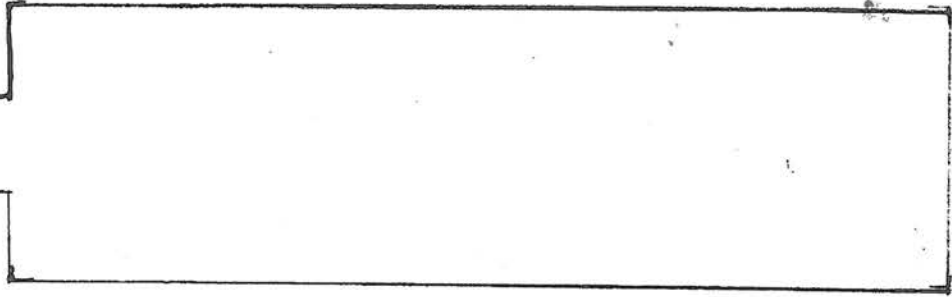
LICENSE # _____

DANIEL ARTS CENTER

SIMONE ROCK
MANAIWE DRIVE IN THEATRE
SITE PLAN

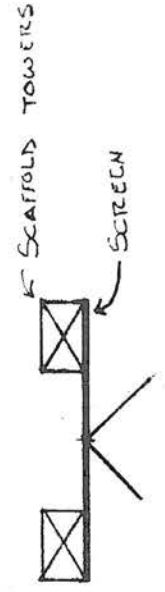
SCREEN

PROJECTION
BOOTH



SR Lower Lot
PLAN "A"

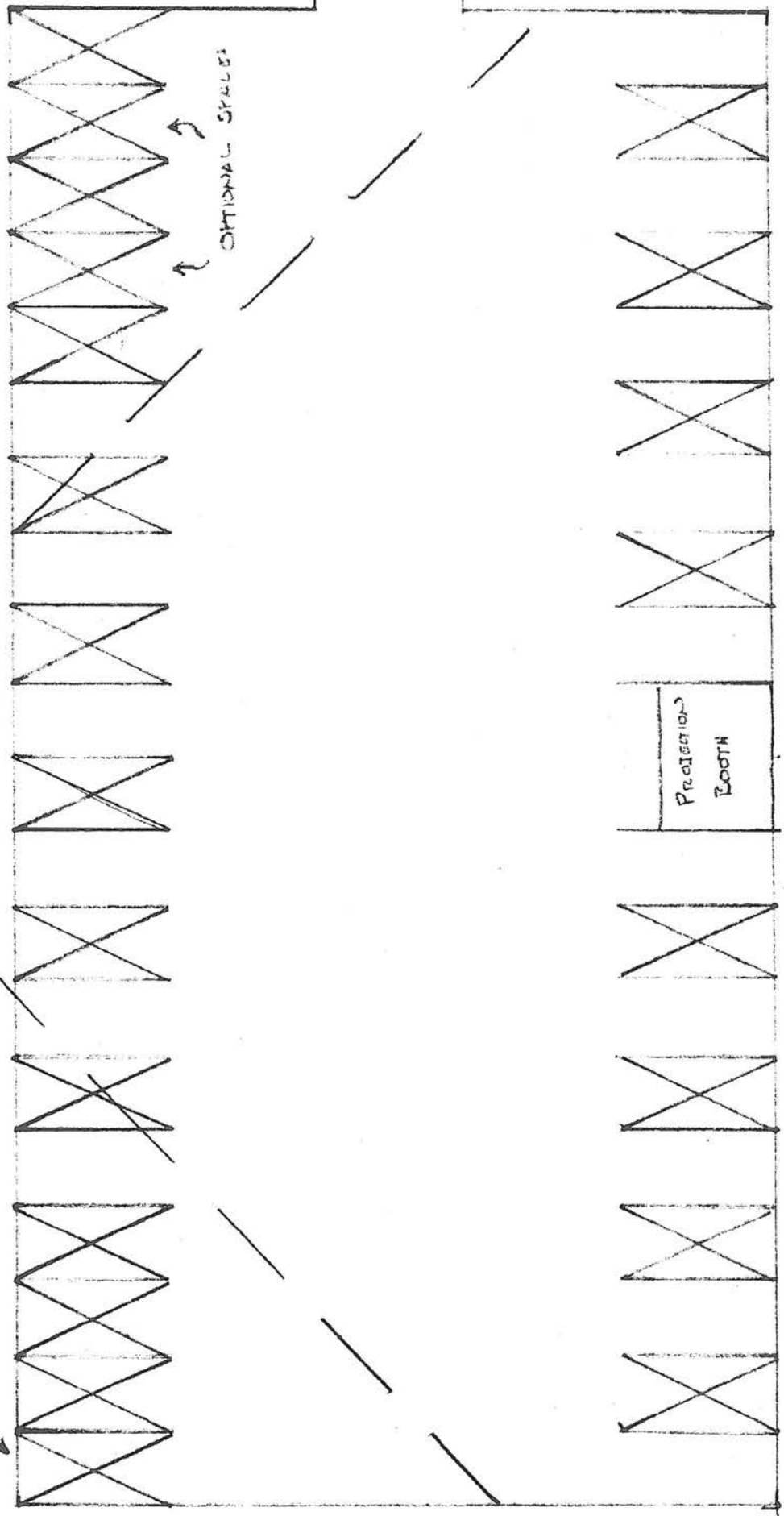
- w/ SCREEN
- 10' SPACES
- 10' BUFFER
- 16 SPACES
- 4 OPTIONAL SPACES



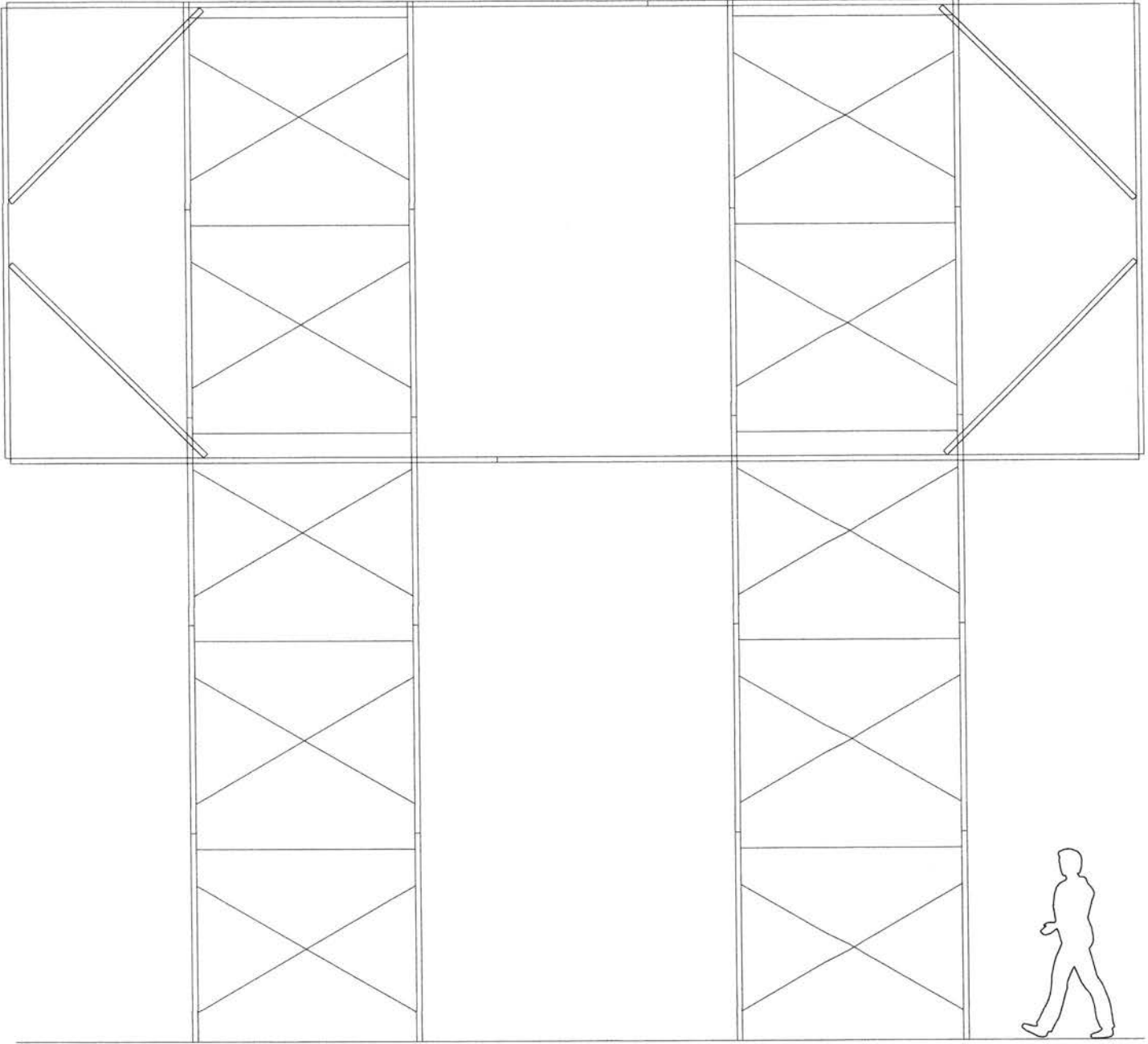
IDEAL VIEWING ANGLE

OPTIONAL SPACES

OPTIONAL SPACES



Projection
Screen



Scaffold
towers





June 19, 2020

Town Clerk
Town of Great Barrington
Great Barrington, MA 01230

To Whom It May Concern:

Please let this letter serve as formal notice that Bard College at Simon's Rock, working in collaboration with the Mahaiwe Performing Arts Center, gives permission for the Mahaiwe Performing Arts Center to set-up and operate a drive-in theater on the campus of Bard College at Simon's Rock, specifically in the vicinity of the Daniel Arts Center, for the period July 1, 2020 through September 30, 2020.

Sincerely,

Philip B. Morrison
Director of Finance and Administration

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF GREAT BARRINGTON
AND
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO MASSACHUSETTS STATE COUNCIL #93, LOCAL #204**

The Town of Great Barrington (“Town”) and the American Federation of State, County and Municipal Employees, AFL-CIO Massachusetts State Council #93, Local #204 (“Union”) agree to extend their July 1, 2017 through June 30, 2020 collective bargaining agreement through June 30, 2023 with the following changes:

1. Duration

- a. Amend the cover page to provide for an agreement covering the period from July 1, 2020 through June 30, 2023.
- b. Amend Article 32 by replacing: “June 30, 2020” with “June 30, 2023”

2. Article 31 – Classification Plan and Pay Rates

- a. Amend Article 31 by removing the fiscal year increases for FY2018 – FY2020 and replacing with the following:

<u>Fiscal Year</u>	<u>Effective Date</u>	<u>Increase</u>
FY2021	July 1, 2020	2.0%
FY2022	July 1, 2021	2.0%
FY2023	July 1, 2022	2.0%

- b. Amend the classification plan consistent with the fiscal year increases for FY2021-FY2023.
- c. Replace the title of “Maintenance Custodian” with “Crew Leader”.

3. **Article 29 – Miscellaneous Provisions**

Amend Article 29 by inserting the following new section 7:

“Upon approval of the DPW Superintendent, DPW employees may receive a reimbursement of cell phone expenses in the amount of \$100 per year (January through December). The cell phone stipend shall be prorated for any stipend of less than one year. Employees must submit a written request to the DPW Superintendent and include at least three (3) months of bills from their cell phone provider. New employees may not apply for reimbursement until the termination of their probationary period. The DPW Superintendent’s decision to deny a reimbursement request is non-grievable and non-arbitrable.”

4. **Article 16 – Health and Welfare**

The Town agrees to put forth a good faith effort to review its life, dental and vision insurance options.

This sentence shall not to be integrated into the parties’ CBA.

5. **Article 17 – Funeral Leave**

Amend Article 17 by adding “niece, nephew” to the list of extended family. An employee requesting leave pursuant to this provision for the death of a niece or nephew shall be entitled to one day of funeral leave.

6. **Article 8 – Sick Leave**

This proposal is contingent on all three unions leaving the current sick leave bank system to create the new sick leave bank outlined below. Should all three unions not agree to the terms outlined below, the unions will remain parties to the current sick leave bank system.

Amend Article 8 by adding the following language at the end of the Article:

Effective the date that the last membership of whichever the Police, Library and DPW Unions ratify their respective MOAs there shall be established for all members of the American Federation of State, County and Municipal Employees, AFL-CIO Massachusetts State Council #93, Local #204 (Department of Public Works) bargaining unit an extended sick leave bank which shall be administered by the Town, established and utilized according to the following procedures:

- A. To be eligible for membership an employee must have completed his/her twelve months of employment, actually worked 1,250 hours and must have voluntarily donated one (1) sick day per year to the extended sick leave bank. These donated days shall be deducted from accumulated sick leave but shall

not be considered sick leave for the purposes of monitoring sick leave usage.

- B. All unionized members of the Town of Great Barrington, Police, Department of Public Works and Library, shall share one sick leave bank.
- C. The Bank shall contain no more than 350 days at any one time regardless of donations made to the Bank.
- D. The Sick Leave Bank Committee (“Committee”) will be responsible for reviewing requests for sick leave bank days to be withdrawn from the sick leave bank. The Committee will be comprised of 4 representatives appointed by the Town and 1 representative appointed by MCOP, Local 350, 1 representative appointed by the American Federation of State, County and Municipal Employees, AFL-CIO Massachusetts State Council #93, Local #204 (Department of Public Works) and 1 representative appointed by the American Federation of State, County and Municipal Employees, AFL-CIO Massachusetts State Council (Library) (total of 3 representatives from the Town’s 3 unions). Members of the Committee shall be granted reasonable paid time off to meet, review and determine each request for sick leave bank days. Provided that the balance in the sick leave bank is sufficient, the Committee shall have the authority to grant up to 15 days to an employee per calendar year and shall endeavor to make a determination on each application within 10 working days of receipt of all documentation required by the Committee. The Committee may grant up to an additional 15 days to an employee but in no event shall the total of such grant(s) to an employee exceed 30 days in total per calendar year. A majority vote of the full Committee is required to grant sick leave bank days.
- E. Applications for sick leave bank days must be submitted in writing to the Committee along with a signed statement from the employee’s doctor which fulfills the criteria in Part F(c) below. The Committee may request additional medical information from the employee’s health provider. All information submitted in the application shall be treated as confidential.
- F. The following criteria shall be used by the Committee in awarding sick leave bank days:
 - a. The employee is eligible by virtue of meeting the criteria in Paragraph A above;
 - b. The employee has exhausted or will soon exhaust all accumulated sick leave and all other paid leave; and
 - c. The application is accompanied by adequate medical evidence of a serious illness or serious injury, which prevents the employee’s immediate return to work.

The Committee may require additional medical information or documentation prior to making a decision on any application. Sick leave bank days which are granted but unused shall revert to the sick leave bank upon an employee's return to work, retirement, resignation or other separation from employment or death whichever occurs first.

- G. If the Committee has denied an application, the employee, or by agent, may request in writing that the application be reconsidered at a meeting of the Committee at which the employee, or agent, is present.
- H. Decisions of the Committee shall be final and shall not be the subject of grievance or arbitration.
- I. The parties recognize that the Committee has no authority with respect to discipline or employment decisions regarding employees and that the grant of the sick leave bank days to an employee does not guarantee an employee's continued employment with the Town.

7. Article 10 – Job Posting and Bidding

Amend Article 10 by:

- a. Insert the following as new sentence one to paragraph one:

“This paragraph shall apply to the following positions: Laborer, Custodian Laborer, Laborer/Driver, Maintenance Custodian/Crew Leader and Equipment Operator (and any future similarly situation positions)”

- b. Insert the following as new paragraph two:

“This paragraph shall apply to the following positions: Diesel Mechanic, Plant Mechanic, Asst. Plant Operator, Plant Operator, and Working Foreman/Highway and Working Foreman/Buildings and Grounds (and any future similarly situation positions). When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications. This notice of vacancy shall remain posted for ten (10) working days. Employees interested shall apply in writing within the ten (10) working day period. Within five (5) working days of expiration of the posting period the Employer shall exercise its discretion in selecting a candidate to fill the vacancy. Seniority or length of service shall be used as a tie-breaker in personnel actions under this Article among employees whose qualifications are no different as determined by the Town and all current employees who apply shall be afforded an interview. The Town retains the discretion to hire an internal or external candidate.”

- c. Deleting the existing third paragraph in the Article (starting with “[i]f it is mutually agreed...”).

8. Article 13 – Holidays

- A. Amend Article 13, first full paragraph by removing the following language,
“.....the employees not required to work shall receive a regular day’s pay”

- B. Amend Article 13 by adding the following sentence at the end of the third full paragraph:

“Employees working on New Year’s Day (midnight to 11:59 PM), Christmas Day (midnight to 11:59 PM) or Thanksgiving (midnight to 11:59 PM) shall receive in addition to the regular holiday pay an amount equal to double (2 times) his/her regular rate of pay for all hours worked (employees working New Year’s Day, Christmas Day or Thanksgiving are not entitled to the time and one half for time worked on top of the double time for time worked).”

9. Housekeeping

Replace all references to “Board of Selectmen” with “Selectboard”.

10. Direct Deposit/Electronic Pay Advices

Effective no earlier than the first pay period in July 2020, all bargaining unit employees shall receive their pay through direct deposit. (Each employee who has not been receiving their pay through direct deposit shall provide the required signed authorization forms to facilitate direct deposit to the Town’s payroll office.)

11. Article 14 – Vacation

- A. Amend Article 14 (page 13), paragraph 1, by deleting it in its entirety and replacing it with the following:

“For one (1) year of service, but less than two (2) years of service, five (5) days of vacation for the fiscal year, which shall be prorated based upon date of hire.”

- B. Amend Article 14 (page 12), paragraph 2, by adding the following sentence at the end of the paragraph, “No more than five (5) vacation days may be carried over from year to year. Employees must request to carry over such time in writing to the Town Manager by June 1 and the decision to permit carry-over shall be in the sole discretion of the Town Manager and is non-grievable and non-arbitrable.”

12. Article 4 – Agency Service Fee

Delete Article 4 in its entirety and replace with the following:

“Each employee who elects not to join or maintain membership in the Union may voluntarily pay a service fee to the Union in any amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received.”

13. Article 8 – Sick Leave

- A. **Amend Article 8 (page 8) in the following manner:**

Replace “\$13,500” with “\$14,500”

Replace “\$13,000” with “\$14,000”

Replace “\$13,500” with “\$14,500”

- B. **Amend Article 8 (page 9) in the following manner:**

Replace “\$75” with “\$100”

Replace “\$8,500” with “\$9,500”

Replace “\$8,000” with “\$9,000”

Replace “\$8,500” with “\$9,500”

14. Reopener:

If any other bargaining unit within the Town receives an across the board increase associated with wage increases only (excluding any stipend or any other compensation item) greater than that received by the DPW (Year 2 – 2%; Year 3 – 2%) in either year two or year three of this Agreement, this contract may be reopened solely on the issue of wage increases for such year(s). Any such negotiations must be completed by December 31st of the previous year. This provision only applies to the Town’s Library and Police Unions and does not apply to any wage increases awarded by an arbitrator or the Joint Labor Management Committee or any agreements between the School Committee and the Committee’s Unions.

15. Housekeeping:

A. Classification Plan and Pay Rates

Amend the Plan to include

- Highway Operator (7/1/19 rate \$27.81)
- Wastewater Operator (7/1/19 rate \$27.56)
- Head Groundskeeper

B. Classification Plan and Pay Rates

i. Amend the Plan by removing “Equipment Operator” and replacing it with the following:

- Equipment Operator/Highway
- Equipment Operator/WWTP¹

ii. Amend the Plan by removing “Working Foreman” and replacing it with the following:

- Working Foreman/Highway
- Working Foreman/Buildings and Grounds

¹ The position of Equipment Operator/WWTP shall have a rate 25 cents less than Equipment Operator/Highway.

16. MOA is Off-The-Record

The Parties agree that this MOA shall be off the record for purposes of bargaining history unless and until the Union has ratified this MOA and the Select Board has approved this MOA.


17. Ratification

The Parties agree that this MOA is subject to ratification by the Union membership, the Select Board and funding by Town Meeting.

Agreed to, subject to the conditions in paragraphs 16 and 17 above by:

For the Town of Great Barrington

For AFSCME, AFL-CIO Council 93, Local 204



Mark Pruhenski, Town Manager





**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF GREAT BARRINGTON
AND
THE MASSACHUSETTS COALITION OF POLICE, LOCAL 350**

The Town of Great Barrington (“Town”) and the Massachusetts Coalition of Police, Local 350 (“Union”) agree to extend their July 1, 2017 through June 30, 2020 collective bargaining agreement through June 30, 2023 with the following changes:

1. Duration

a. Amend the cover page to provide for an agreement covering the period from July 1, 2020 through June 30, 2023.

b. Amend Article XVII by replacing:

“July 1, 2017” with “July 1, 2020”

“June 30, 2020” with “June 30, 2023”

“January, 2020” with “January, 2023”

“July 1, 2020” with “July 1, 2023”

2. Article I – Compensation

Amend Article I by removing the fiscal year increases for FY2018 – FY2020 and replacing with the following:

<u>Fiscal Year</u>	<u>Effective Date</u>	<u>Increase</u>
FY2021	July 1, 2020	2.0%
FY2022	July 1, 2021	2.0%
FY2023	July 1, 2022	2.0%

The increases listed above only apply to the Steps 1 – 11 of the base pay salary scale and do not increase any other compensation items listed in the CBA.

3. Direct Deposit/Electronic Pay Advices

Effective no earlier than the first pay period in July 2020, all officers shall receive their pay through direct deposit. (Each officer who has not been receiving their pay through direct deposit shall provide the required signed authorization forms to facilitate direct

deposit to the Town's payroll office.) The Town may provide officers with electronic pay advices in lieu of paper advices/paystubs.

4. Article I - Shift Differential

Amend Article I by removing the current shift differential language and inserting the following new language:

Effective on the date shown, the following additional amounts shall be paid to officers who work the 4:00 p.m. to 12:00 a.m. shift and the 12:00 a.m. to 8:00 a.m. shift:

	<u>4 PM to 12 AM</u>	<u>12 AM to 8 AM</u>
Effective July 1, 2020	\$3,800	\$4,800

5. Article V - Officer in Charge, Section b

Amend Article V, Section (b) by replacing "\$2.50 per hour" with "\$2.75 per hour."

6. Article XVI – Miscellaneous, Section N Educational Incentive Stipend

Amend Article XVI, Section N by replacing the stipend schedule with the following new schedule:

<u>Academic Degrees</u>	<u>Incentive</u>
Associate Degree	\$1,250.00
Bachelor's Degree	\$1,500.00
Master's Degree	\$2,500.00

7. Article XV – Insurance

The Town will make a good faith effort to review our dental and vision options.

This sentence is not to be integrated into the parties' CBA.

8. Article XVI – Miscellaneous, New Section P

Amend Article XVI by adding the following new section P:

"The Town shall provide an annual stipend to officers fluent in Spanish in the amount of \$1,000. The stipend shall be paid annually in the first pay period of the fiscal year.

An employee seeking this stipend should submit a request in writing to the Town Manager by December 1st of the fiscal year preceding the year for which he/she will seek to demonstrate proficiency. The Town has the sole discretion to determine an officer's

fluency in Spanish and may promulgate policies and procedures to determine said fluency. The Town may require an employee to take an examination to demonstrate their proficiency. The Parties shall mutually agree upon a vendor for testing. Any costs associated with such an examination shall be at the sole expense of the Town. The Town may rescind this stipend at any time upon knowledge that the employee has falsified their fluency.

The Town's decision to grant, deny or rescind this stipend is not subject to grievance or arbitration."

9. Article VIII – Vacation

Amend Article VIII by:

Deleting the sentence "Each officer shall receive his vacation pay in advance of his vacation."

10. Article X – Personal Leave

Amend Article X by removing the first sentence of the first paragraph.

11. Article VI – Holidays

Amend Article VI, third full paragraph by removing the following language, ".....the employees not required to work shall receive a regular day's pay"

12. Article IX – Sick Leave [Sick Leave Bank]

This proposal is contingent on all three unions leaving the current sick leave bank system to create the new sick leave bank outlined below. Should all three unions not agree to the terms outlined below, the unions will remain parties to the current sick leave bank system.

Amend Article 8 by adding the following language at the end of the Article:

Effective the date that the last membership of whichever the Police, Library and DPW Unions ratify their respective MOAs there shall be established for all members of the MCOP Local 350 bargaining unit an extended sick leave bank which shall be administered by the Town, established and utilized according to the following procedures:

- A. To be eligible for membership an employee must have completed his/her twelve months of employment, actually worked 1,250 hours and must have voluntarily donated one (1) sick day per year to the extended sick leave bank. These donated days shall be deducted from accumulated sick leave but shall not be considered sick leave for the purposes of monitoring sick leave usage.
- B. All unionized members of the Town of Great Barrington, Police, Department of Public Works and Library, shall share one sick leave bank.
- C. The Bank shall contain no more than 350 days at any one time regardless of donations made to the Bank.
- D. The Sick Leave Bank Committee ("Committee") will be responsible for reviewing requests for sick leave bank days to be withdrawn from the sick leave bank. The Committee will be comprised of 4 representatives appointed by the Town and 1 representative appointed by MCOP, Local 350, 1 representative appointed by the American Federation of State, County and Municipal Employees, AFL-CIO Massachusetts State Council #93, Local #204 (Department of Public Works) and 1 representative appointed by the American Federation of State, County and Municipal Employees, AFL-CIO Massachusetts State Council (Library) (total of 3 representatives from the Town's 3 unions). Members of the Committee shall be granted reasonable paid time off to meet, review and determine each request for sick leave bank days. Provided that the balance in the sick leave bank is sufficient, the Committee shall have the authority to grant up to 15 days to an employee per calendar year and shall endeavor to make a determination on each application within 10 working days of receipt of all documentation required by the Committee. The Committee may grant up to an additional 15 days to an employee but in no event shall the total of such grant(s) to an employee exceed 30 days in total per calendar year. A majority vote of the full Committee is required to grant sick leave bank days.
- E. Applications for sick leave bank days must be submitted in writing to the Committee along with a signed statement from the employee's doctor which fulfills the criteria in Part F(c) below. The Committee may request additional medical information from the employee's health provider. All information submitted in the application shall be treated as confidential.
- F. The following criteria shall be used by the Committee in awarding sick leave bank days:
 - a. The employee is eligible by virtue of meeting the criteria in Paragraph A above;

- b. The employee has exhausted or will soon exhaust all accumulated sick leave and all other paid leave; and
- c. The application is accompanied by adequate medical evidence of a serious illness or serious injury, which prevents the employee's immediate return to work.

The Committee may require additional medical information or documentation prior to making a decision on any application. Sick leave bank days which are granted but unused shall revert to the sick leave bank upon an employee's return to work, retirement, resignation or other separation from employment or death whichever occurs first.

- G. If the Committee has denied an application, the employee, or by agent, may request in writing that the application be reconsidered at a meeting of the Committee at which the employee, or agent, is present.
- H. Decisions of the Committee shall be final and shall not be the subject of grievance or arbitration.
- I. The parties recognize that the Committee has no authority with respect to discipline or employment decisions regarding employees and that the grant of the sick leave bank days to an employee does not guarantee an employee's continued employment with the Town.

13. Article VII – Hours of Work and Overtime

Amend Article VII by adding the following after the first full paragraph:

“In the event of a state of emergency or a situation of an emergency nature arises, the Chief may, in his discretion, institute two 12-hour tours of duty. In the event that two 12-hour tours of duty are put into effect, all service in excess of eight hours on any such tour shall be deemed overtime service.”

14. Article II – Longevity

Amend Article II, paragraph one by deleting it in its entirety and replacing it with the following:

“Effective January 1, 2021 longevity pay shall be computed on the following basis and shall be considered as regular compensation for retirement purposes, to be paid annually in November. Employees leaving the employ of the Town prior to November 1 shall receive a pro-rated portion of the longevity pay.”

15. One-Time Payment

Employees in the bargaining unit on the date of ratification of this Memorandum of Agreement shall receive a one-time payment of two hundred fifty dollars (\$250).

16. MOA is Off-The-Record

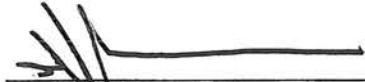
The Parties agree that this MOA shall be off the record for purposes of bargaining history unless and until the Union has ratified this MOA and the Select Board has approved this MOA.

17. Ratification

The Parties agree that this MOA is subject to ratification by the Union membership, the Select Board and funding by Town Meeting.


Agreed to, subject to the conditions in paragraphs 16 and 17 above by:

For the Town of Great Barrington



Mark Pruhenski, Town Manager

For the Massachusetts Coalition of Police, Local 350



Christopher Peebles, President

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF GREAT BARRINGTON
AND
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO MASSACHUSETTS STATE COUNCIL (Library Department)**

The Town of Great Barrington (“Town”) and the American Federation of State, County and Municipal Employees, AFL-CIO Massachusetts State Council (Library Department) (“Union”) agree to extend their July 1, 2017 through June 30, 2020 collective bargaining agreement through June 30, 2023 with the following changes:

1. Duration

- a. Amend the cover page to provide for an agreement covering the period from July 1, 2020 through June 30, 2023.
- b. Amend Article 28 by replacing: “June 30, 2020” with “June 30, 2023”

2. Article 27 – Classification Plan and Pay Rates

- a. Amend Article 27 by removing the fiscal year increases for FY2018 – FY2020 and replacing with the following:

<u>Fiscal Year</u>	<u>Effective Date</u>	<u>Increase</u>
FY2021	July 1, 2020	2.0%
FY2022	July 1, 2021	2.0%
FY2023	July 1, 2022	2.0%

- b. Amend Article 27 by replacing:

“New employees shall serve a probationary period of 180 days during which time they may be terminated without cause and shall be paid \$0.50/hour less than other employees in their classification. Such terminations shall not be subject to the grievance procedure.” *with*

“New employees shall serve a probationary period of 180 days during which time they may be terminated without cause. During the first 120 of the 180 days the new employees shall be paid \$0.50/hour less than other employees in their classification. Such terminations shall not be subject to the grievance procedure/arbitration.”

- c. **One-Time Benefit Assistance Payment to Part-Time Employees:**
In an effort to assist in defraying the cost of non-Town provided benefits, all part-time employees (i.e. employees holding the classification of Circulation Tech PT 1, 2 or 3) who are members of the bargaining unit at the time of ratification and who are members of the bargaining unit as of July 1, 2020 shall receive a one-time lump sum payment of five hundred dollars (\$500), subject to appropriate withholdings, within 30 days of July 1, 2020.

3. Article 4 – Agency Service Fee

Delete Article 4 in its entirety and replace with the following:

“Each employee who elects not to join or maintain membership in the Union may voluntarily pay a service fee to the Union in any amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received.”

4. Article 10 – Sick Leave [Sick Leave Bank]

This proposal is contingent on all three Town unions leaving the current sick leave bank system to create the new sick leave bank outlined below. Should all three Town unions not agree to the terms outlined below, the unions will all remain parties to the current sick leave bank system.

Amend Article 10 by adding the following language at the end of the Article:

Effective the date that the last membership of whichever the Police, Library and DPW Unions ratify their respective MOAs (but no earlier than July 1, 2020) there shall be established for all members of the American Federation of State, County and Municipal Employees, AFL-CIO Massachusetts State Council (Library Department) bargaining unit an extended sick leave bank which shall be administered by the Town, established and utilized according to the following procedures:

- A. To be eligible for membership an employee must have completed his/her twelve months of employment, actually worked 1,250 hours and must have voluntarily donated one (1) sick day per year to the extended sick leave bank. These donated days shall be deducted from accumulated sick leave but shall not be considered sick leave for the purposes of monitoring sick leave usage.
- B. All unionized members of the Town of Great Barrington, Police, Department of Public Works and Library, shall share one sick leave bank.

- C. The Bank shall contain no more than 350 days at any one time regardless of donations made to the Bank.
- D. The Sick Leave Bank Committee ("Committee") will be responsible for reviewing requests for sick leave bank days to be withdrawn from the sick leave bank. The Committee will be comprised of 4 representatives appointed by the Town and 1 representative appointed by MCOP, Local 350, 1 representative appointed by the American Federation of State, County and Municipal Employees, AFL-CIO Massachusetts State Council #93, Local #204 (Department of Public Works) and 1 representative appointed by the American Federation of State, County and Municipal Employees, AFL-CIO Massachusetts State Council (Library) (total of 3 representatives from the Town's 3 unions). Members of the Committee shall be granted reasonable paid time off to meet, review and determine each request for sick leave bank days. Provided that the balance in the sick leave bank is sufficient, the Committee shall have the authority to grant up to 15 days to an employee per calendar year and shall endeavor to make a determination on each application within 10 working days of receipt of all documentation required by the Committee. The Committee may grant up to an additional 15 days to an employee but in no event shall the total of such grant(s) to an employee exceed 30 days in total per calendar year. A majority vote of the full Committee is required to grant sick leave bank days.
- E. Applications for sick leave bank days must be submitted in writing to the Committee along with a signed statement from the employee's doctor which fulfills the criteria in Part F(c) below. The Committee may request additional medical information from the employee's health provider. All information submitted in the application shall be treated as confidential.
- F. The following criteria shall be used by the Committee in awarding sick leave bank days:
- a. The employee is eligible by virtue of meeting the criteria in Paragraph A above;
 - b. The employee has exhausted or will soon exhaust all accumulated sick leave and all other paid leave; and
 - c. The application is accompanied by adequate medical evidence of a serious illness or serious injury, which prevents the employee's immediate return to work.

The Committee may require additional medical information or documentation prior to making a decision on any application. Sick leave bank days which are granted but unused shall revert to the sick leave bank upon an employee's return to work, retirement, resignation or other separation from employment or death whichever occurs first.

- G. If the Committee has denied an application, the employee, or by agent, may request in writing that the application be reconsidered at a meeting of the Committee at which the employee, or agent, is present.
- H. Decisions of the Committee shall be final and shall not be the subject of grievance or arbitration.
- I. The parties recognize that the Committee has no authority with respect to discipline or employment decisions regarding employees and that the grant of the sick leave bank days to an employee does not guarantee an employee's continued employment with the Town.

5. Article 19 – Personal Leave

Amend Article 19 A by removing the following language:

“...for business which cannot be conducted outside the normal working hours.”

6. New Article 28 – Direct Deposit/Electronic Pay Advices

Create a new Article 28 and move the current Article 28 to a new Article 29.
Article 28 shall now read:

“Article 28. Direct Deposit/Electronic Pay Advices

Effective no earlier than the first pay period in July 2020, all bargaining unit employees shall receive their pay through direct deposit. (Each employee who has not been receiving their pay through direct deposit shall provide the required signed authorization forms to facilitate direct deposit to the Town's payroll office.) The Town may provide employees with electronic pay advices in lieu of paper advices/paystubs.”

7. Article 11- Hours of Work:

Delete last paragraph in Article 11 beginning with, “The Library will be closed” and replace with the following:

“The Ramsdell Library shall be closed on any Sunday that falls on a “paid holiday” as defined in Article 15. The Ramsdell Library shall be closed on any Sunday for which the Mason Library will be closed on the following Monday to observe a “paid holiday” as defined in Article 15.”

8. Article 10 – Sick Leave

A. Amend Article 10 (page 12) in the following manner:

Replace "\$7,500" with "\$8,500"

Replace "\$7,000" with "\$8,000"

Replace "\$7,500" with "\$8,500"

9. Article 30: Child Birth and Maternity Leave

Modify first sentence to replace "six months" with "three months".

It will now state the following:

"An employee who has been employed at least **three (3)** consecutive months as a full-time employee will be granted a leave of absence without pay for a period not exceeding eight (8) weeks for the purpose of child birth; providing that she/he shall give at least two (2) weeks' notice of the anticipated date of departure and intention to return."

10. MOA is Off-The-Record

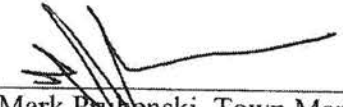
The Parties agree that this MOA shall be off the record for purposes of bargaining history unless and until the Union has ratified this MOA and the Select Board has approved this MOA.

11. Ratification

The Parties agree that this MOA is subject to ratification by the Union membership, the Select Board and funding by Town Meeting.

Agreed to, subject to the conditions in paragraphs 10 and 11 above by:

For the Town of Great Barrington



Mark Prubenski, Town Manager

For AFSCME, AFL-CIO



Christine M. Warner



TOWN OF GREAT BARRINGTON MASSACHUSETTS

POLICE DEPARTMENT

Gt. Barrington Police Therapy Dog Program

A trained Therapy Dog will be a valuable supplement to our resources to improve community relations and provide various therapeutic services to those we serve. The function of the Therapy Dog is to provide interaction during investigations involving children or adults to reduce anxiety and increase communication between the adult or child and to provide aid and comfort to individuals, groups and communities impacted by violence, tragedy or traumatic events. The Therapy Dog will be a valuable tool in fostering dialog and communications between the police department and the community we serve. The Therapy Dog can effectively be used in the Departments Community Policing efforts. We will make frequent visits to all local schools in town both public and private, Town Library, Senior Center, hospital and nursing homes, athletic events and children's programs. A Therapy Dog will also provide therapeutic relief to our officers and all town employees. The possibilities to serve our community are endless.

Chief Walsh, Sergeant Storti and Sergeant Carlotto have selected Officer Kristopher Balestro to be the dog's handler. Officer Balestro is the most senior patrol officer with 30 years of experience and is currently involved in many community policing activities. Officer Balestro will incorporate the Therapy Dog into his daily responsibilities while on patrol.

The Great Barrington Police Department will be the first police agency in Western Mass/ Berkshire County to have such a program. Currently the only agencies close to Great Barrington that already have a similar program are the Northampton MA Police, Greenfield MA Police and Albany NY Police.

Key important facts:

1. No expense to the town. Program funded by select donations and handler. Donations will help cover the cost of training and care of the dog.
2. Dog (English Labrador Retriever) will be 100% donated by Boonefield Labradors to the handler for use as a Therapy Dog at the police department.

William R. Walsh, Jr.
Chief of Police



465 Main Street
Great Barrington, MA 01230

Telephone: (413) 528-0306
Fax: (413) 528-6342

TOWN OF GREAT BARRINGTON
MASSACHUSETTS

POLICE DEPARTMENT

3. No increase in town's already existing K9 Insurance Policy with MIIA. Therapy Dog will only be covered while working with handler as a Police K9 in official police business.
4. Utilize older cruiser already available being 3831, Car 10 or 535.
5. A Massachusetts Accredited approved policy will be in place.
6. Program can be stopped at any time if funds become unavailable or decision is made not to continue.



CANINES HELPING COPS AND THE COMMUNITY

ALBANY, NEW YORK'S THERAPY DOG PROGRAM

BY

Steven A. Smith Jr., Public Information Officer,
Albany New York Police Department

*The therapy dog's presence
offers a way for officers to
connect with community
members.*

◀ Albany's first therapy dog, Maxie, with her handler, Officer Haller.

CALLS FLOODED THE ALBANY POLICE DEPARTMENT'S COMMUNICATION DIVISION IN NEW YORK'S CAPITAL CITY; BOTH THE POLICE AND FIRE RADIOS WERE FILLED WITH CHATTER. DISPATCHERS, OR TELECOMMUNICATIONS SPECIALISTS AS THEY'RE FORMALLY KNOWN, ARE USED TO BUSY AND STRESSFUL DAYS.

But this day was different for veteran dispatcher Thomas Degan.

Thanks to his more than 25 years of experience in managing crises and juggling calls, Degan knows that some days are just harder than others. The pace is relentless. The calls pile up. So many people need help, and he's just one person who can do only so much.

This was one of those more difficult days. But something unusual helped take the edge off for Degan—something most people wouldn't expect to see at a workplace, especially not sleeping next to a desk at a busy emergency dispatch center.

That something is a purebred black Labrador named Maxie, one of two therapy dogs that are part of an innovative, successful, and popular program launched at the Albany New York Police Department in 2019.



"I was really having a bad day, and having Maxie in the communications center was great," Degan later told Albany Police Chief Eric Hawkins in an email. "It really made a difference in the way I was feeling that day and had a positive impact on the overall morale of the staff in the center."

FROM IDEA TO IMPLEMENTATION

Shortly after his appointment in September 2018 to lead the 500-employee agency, Hawkins took note of the need for a department-wide morale boost and began to think of how best to address it.

Hawkins is a health and wellness believer. He's an early riser, prefers beet juice to caffeine, and runs on the treadmill every morning before work. He understands that maintaining physical and mental health is the key to success in a profession that asks a lot of its people.

As an active member of the International Association of Chiefs of Police and a law enforcement officer for more than 30 years, Hawkins has seen a sea change in the industry. He knows that while law enforcement remains among the most rewarding of careers, it's also one that is increasingly challenging.

Those challenges have become even more pronounced at police agencies across the globe as sworn and non-sworn employees struggle with staffing shortages, added responsibilities, and an increase in criticism from the very communities they serve.

The Albany Police Department is no different, and, like many other agencies, it is always being asked to do more with less. Hawkins knew he needed a solution that would have widespread appeal, assist sworn and non-sworn personnel alike, and not cost the city a lot of money.

Hawkins was aware that therapy dogs were being deployed in hospitals, schools, and even courtrooms as a way of reducing anxiety and diffusing tension. These dogs seemed extremely effective in helping patients and their presence clearly comforted people—especially while they testified on the witness stand and participated in court proceedings.

The chief wondered if law enforcement personnel, who are also routinely under high levels of stress, would have a similar positive experience if they had access to a therapy dog at work.

In November 2018, Hawkins sent a memo to all department personnel, seeking volunteers to sit on a therapy dog committee. Committee members were tasked with researching whether a therapy

dog program would help the agency, and, if so, how such a program might work. Fourteen employees, sworn and non-sworn, from units across the department volunteered. Getting buy-in from the rank and file was key for Hawkins. He did not believe a top-down directive on this kind of initiative would work.

"It was really important to me, as chief, to empower my employees, give them a voice, and allow them to develop a therapy dog program for their department," Hawkins explained.

Led by Sergeant Daniel Meehan, the therapy dog committee began to meet regularly. Members considered the health benefits of therapy dogs and how these animals could operate in a law enforcement setting. The committee sought information from other agencies across the United States. However, they found that while many departments had K9 units, and some even had mascot-type situations with dogs present in an unofficial capacity, no one had an official therapy dog program.

In other words, there was no blueprint to follow. The Albany Police Department, if it decided to go forward, would have to create something completely new.

Albany's therapy dogs relieve stress and boost morale among the agency staff.



"Some agencies we spoke to didn't have a formally established therapy dog program but would allow colleagues to bring their dogs into the office," Meehan recalled. "Some of the dogs weren't even certified therapy dogs."

The committee in Albany wanted a formalized therapy dog program that would include a handler and specific departmental policy. The committee also envisioned a program that would benefit not only employees within the organization, but members of the community as well.

According to Therapy Dogs International, a volunteer organization that regulates, tests, and registers dogs and their handlers, therapy dogs—when properly employed—have a wide range of mental and physical health benefits.

They can lower a person's blood pressure, improve their cardiovascular health, and spur the release of endorphins, making anxious people feel calmer. They are also known to lift spirits, decrease feelings of isolation, provide comfort, and decrease anxiety for those with whom they come into contact.

As it relates to law enforcement, the committee believed there would be multiple other uses for a therapy dog, both in-house and out in the Albany community. Members saw the potential in having a loving dog in the city courts, especially in cases involving trauma in children and victims of sexual and physical abuse. The dogs might also be beneficial at the scene of a critical incident or disaster area, the committee thought.

"Fully understanding the benefits and the many intended uses for therapy dogs really excited the committee, and we knew this was something we had to get off the ground," Meehan said.

THERAPY DOG SELECTION AND TRAINING

In April 2019, word began to get out that the Albany Police Department was looking into therapy dogs. Jennifer Harmon, the owner of a 15-month-old black purebred Labrador retriever, offered to donate her dog for use in the yet-unofficial program. This was a huge step forward in the planning process, and the dog was graciously accepted.

At the time, the dog's name was Beacon Ray of Light, but during the planning stages of the program, she was renamed Maxie in honor of an Albany police officer who passed away too soon.

Though a dog had been secured, discussions continued over how to fund the program in which Maxie would serve and how it would be sustained over the long term. The answer came from the Albany Police and Fire Foundation.

Kevin O'Connor, retired CEO of an Albany-based telecommunications company, founded the foundation in 2001. O'Connor worked in state government and comes from a family of New York City police officers. He's deeply familiar with the financial struggles faced by emergency services agencies. The nonprofit he created assists the Albany police and fire departments with purchasing equipment and funding innovative programs, such as the one Albany Police Department proposed:

Therapy dogs have been proven to have many health benefits, and, when I heard about what the police department was looking to do, the Albany Police and Fire Foundation was thrilled to support such an initiative. We were also excited to work with MVP Healthcare, which agreed to be a major contributor for this program.

MVP Healthcare staff were some of the first people outside of the department to meet Maxie. Just days after she was donated, the therapy dog committee members met with a team from the health insurance company that provides community grants and presented their research and vision for the program. Maxie did her part, too, walking under the conference room table and greeting everyone.

MVP agreed to donate \$10,000 to the foundation to help implement the therapy dog program and later provided an additional \$5,000. The organization's president and CEO, Christopher Del Vecchio, sees the value in the program for both the agency and community:

Therapy dogs undoubtedly have a lasting impact on how children and adults cope with stress, anxiety, and other emotions during times of uncertainty and trauma. We are proud to support the Albany Police Department's efforts to improve the health and well-being of Albany residents through this new and innovative program.

Following a selection process that included interviews and home visits by members of the therapy dog committee, Officer Kyle Haller, a patrol officer out of the Center Station, was selected as the primary handler for Maxie. Similar to patrol K9s, Maxie lives with Haller and his family.

The department decided a second dog would be beneficial to the program, so Maxie and Haller wouldn't have to shoulder the job alone. Following the same interview process, Officer Joseph Lynch, a police officer with the Neighborhood Engagement Unit, was chosen as the primary handler for a second dog that had yet to join the ranks.

In addition to Haller and Lynch, secondary handlers were also chosen to care for and deploy the dogs in the event that the primary handlers are on vacation, injured, or otherwise unable to serve in

RECOMMENDATIONS

Tips and lessons learned from the Albany Police Department:

- Establish a diverse group of employees from all areas of your agency to identify the wants, needs, and goals of the therapy dog program that you're trying to create.
- Do your research and understand that therapy dogs have many uses. How will a therapy dog fit into your agency's mission?
- Determine how you are going to fund the program. Work with community partners, foundations, or businesses to try to secure donations that will help offset costs.
- Reach out to local dog trainers, breeders, animal shelters, and veterinarians to locate a suitable dog. You may find someone who is willing to donate a dog to your agency.
- Have potential dogs undergo a temperament test by a certified dog trainer.
- Make sure the handler you select is flexible and personable and has the means to care for a dog at his or her home. Home visits during the selection process are encouraged.
- Work with a local therapy dog trainer to ensure that your dog is prepared for the test that is required for it to become an officially certified therapy dog.
- Use it or lose it. Once your dog has achieved certification, it's important to continue training. Doing so ensures your therapy dog continues to perform as intended.
- Ensure your therapy dog has reliable transportation so it can be present where most needed.
- Set up a dedicated phone number or email address that will allow members of your community to request your agency's therapy dog at their schools, gatherings, or other community events. Being able to attend as many events as possible is essential to the success of the program and helps build meaningful relationships with the community.
- Give the program time to flourish and win over those in your agency who may initially be resistant. While some may just not like dogs, we've found that others have grown to love our dogs and see them as part of our agency's family.

the role. Officers Jan Mika and Joseph Acquaviva were selected for these roles.

On June 3, 2019, Haller, Lynch, and Maxie attended a law enforcement-specific comfort dog training called Paws and Stripes College at the Brevard County Sheriff's Office in Florida. Here, Lynch received Finn—a black Labrador rescue that received obedience training from inmates at the Brevard County Jail. It was a coincidence that



The therapy dogs regularly attend community events, where they greet residents with enthusiasm and compassion.

this dog bore the name of a fallen Albany police officer, Lieutenant John Finn, who was shot in the line of duty and died in early 2004.

At the Florida training, Maxie and Finn got familiar with their handlers and received specific instructions on how to behave in a law enforcement setting. How to deploy these dogs might seem simple, but, actually, it requires a great deal of thought. While intentions may be good, using the dogs in certain situations could actually be harmful.

For example, a therapy dog should not be deployed in a situation where its presence might re-victimize someone or make a person uncomfortable. These situations were discussed at the training. The officers also spent a significant amount of time in the courtroom witnessing how the dogs could benefit people on the stand.

Upon their return to Albany, Maxie and Finn were now “comfort dogs,” but they needed to undergo more specific training to be certified as therapy dogs. Comfort dogs are classified as service animals, while therapy dogs need certification from a reputable organization. Once certified, they can interact and provide health benefits to groups of people in public or private settings.

Kathleen Rogers, operations manager at the Bloomingrove Veterinary Hospital near Albany, is well connected in the local therapy dog community and has been a therapy dog trainer for over 23 years. She played an essential role in facilitating the donation of Maxie and graciously agreed to

train both dogs for free to prepare them for the Therapy Dogs International certification test.

The 12-week training is intense. Dogs must demonstrate that they can refuse food, behave in social situations, and—perhaps most important—be good canine citizens that can ignore distractions and not react to external stimulations such as loud noises, other dogs, or other animals.

“Both dogs performed very well, and temperament tests conducted before the dogs were chosen to become part of the program were very accurate,” Rogers said. “It has really been a pleasure to work with Maxie, Finn, and the officers from the department. It has been wonderful to see them in action.”

In August 2019, both Maxie and Finn became officially certified as therapy dogs through Therapy Dogs International after evaluation by an independent judge.

INTERNAL MORALE BOOSTERS

Rogers and the officers continue to meet regularly for biweekly trainings to ensure that Maxie and Finn maintain their skills. They even worked a few tricks into the dogs’ repertoire that have become very popular with employees at the department and members of the community.

Maxie is famous for her “squirrel” pose, in which she stands up on her back legs with her front paws extended in front of her. Finn excels at touch pad training and is impressing people with his “ups,” sometimes even reaching heights of more than four feet.

Maxie and Finn have very different personalities, and as such, offer different benefits in a variety of situations.

Maxie is very low key. Her favorite activity is snuggling. Finn is enthusiastic. He greets people with a kiss to the face and then wants to play fetch and maybe even run the department hallways. Staff have learned to not be surprised if Finn jumps into their laps during roll call or while they’re typing reports at their desks.

“Finn has a fun and unique way of energizing employees within the department,” Lynch said. “If I go to the juvenile unit or crime analysis center without him, I’m usually greeted by staff with something to the effect of: ‘Oh, it’s just you. Where’s Finn?’”

But there was an adjustment period according to Meehan:

When we officially launched the program and the dogs began reporting to work with their handlers, there was a lot of uncertainty and employees were very standoffish. Over time and following many

visits at different units and divisions throughout the department, Maxie and Finn have become part of the APD family and loved by many.

Nonetheless, department employees clearly have enjoyed the boost in morale and other benefits of the therapy dog program. Whether in the communications center, detectives' office, one of the stations, or even hanging out in Chief Hawkins' office, Maxie and Finn are making a positive impact.

PROVIDING CALM IN A CRISIS

Members of the public have also reaped the benefits of this innovative and successful program. Maxie and Finn have been to schools, the pediatric hospital at Albany Medical Center Hospital, the Center for Disability Services, and many community pop-up BBQ's sponsored by the police department. The dogs always greet residents with enthusiasm, love, and compassion.

Maxie and Finn have also been useful during routine patrol and other department operations. Haller recalls several emergency calls at which Maxie's mere presence created a dialogue and kept people calm.

One incident in particular occurred on a very cold day in early November 2019. While Haller and Maxie were on patrol in their Dodge Durango, they responded to a motor vehicle crash on Albany's Washington Avenue Extension.

When he arrived, Haller observed a sedan on its side off the roadway. The driver, a woman, was trapped inside the vehicle, but her 9-year-old son had crawled out the window. The child was uninjured but clearly traumatized as he watched firefighters extricate his mother from the wreckage.

The woman was eventually placed into an ambulance and transported to a local hospital where she was treated for minor injuries. Her son joined her for the ride. Knowing the boy was under a lot of stress, Haller followed the ambulance to the hospital and introduced the boy to Maxie.

While [his] mom was lying in the bed being treated for her injuries, Maxie kept the boy company and snuggled up next to him during their time at the hospital. The boy really enjoyed being with Maxie. You could tell that her being there with him made a real difference during a difficult time.

The boy's mom was also a fan and was able to pet Maxie from her hospital bed.

Haller also recalled a domestic incident on Albany's Clinton Avenue in which a young girl had an altercation with her stepfather. While trying to ascertain information about the incident, the young girl informed Haller that she didn't like the

police and wasn't going to talk to him. Haller asked her if she liked dogs and introduced her to Maxie.

After petting and playing with Maxie, the young girl began to open up.

Maxie truly broke down barriers, and she helped me establish a dialogue with this young girl. At the end, the young girl didn't just tell me about the incident with her stepfather; she was telling me about school and other interests in her life. Before leaving, she called me her friend.

Haller and Lynch agree that Maxie and Finn have become part of the department's culture and family. Officers love having the dogs in the stations, and, while it's certainly not condoned by their handlers, employees have been known to feed them biscuits and even sneak them the odd donut hole.

Though Haller and Lynch take these dogs home at night, they say the animals truly have become the entire department's concern and responsibility.

The Albany Police Department's therapy dog program has been fully operational for about a year. Other police departments across the United States are now beginning to take notice of this unique program's effectiveness and are reaching out to ask how they might start programs of their own. Chief Hawkins said he hopes Albany's effort can serve as a model, as he has seen firsthand all the good these dogs can do.

Law enforcement professionals, both sworn and non-sworn, do amazing work each day. It's important that we continue to take care of them and provide them with the tools and resources they need to effectively do their jobs and serve—even if it's a loveable pup. ♡

IACP RESOURCES

- "Spotlight: The New School Resource 'Officer' in Wausau" (article)
- "Spotlight: Service Dogs for Posttraumatic Support" (article)
- "Officer Safety Corner: Paws for a Pause" (article)

policechiefmagazine.org

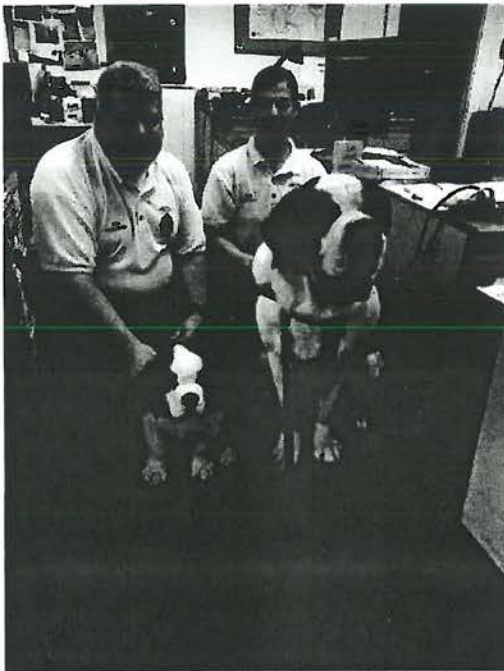
GREENFIELD RECORDER

(<https://www.recorder.com>)

News > Local (/News/Local/)

Greenfield Police breaking down barriers through use of therapy dogs

Force's newest addition — nine-week-old Donut — will be used to alleviate anxiety, offer comfort



Greenfield police therapy dogs Donut, left, and Clarence, right, pose for a portrait in the Recorder newsroom with officers Lt. William Gordon, left, and Officer Laura Gordon, right. RECORDER STAFF/MEGAN TKACY » [Buy this image](#)



Greenfield Police Department's newest therapy dog, Donut, is a nine-week-old Saint Bernard puppy. RECORDER STAFF/DAN DESROCHERS » [Buy this image](#)



By [DAN DESROCHERS](#). (/byline?byline=By_DAN DESROCHERS)

Recorder Staff

Published: 6/7/2018 3:35:00 PM

GREENFIELD — Police added a new officer to their ranks — of the furry, four-legged kind.

Donut, a 9-week-old Saint Bernard, was brought on as a comfort dog by the Greenfield Police Department. The puppy and his elder cousin, a Saint Bernard named Clarence, will be used to help members of the public, particularly children, cope with the stress of critical situations. The dogs will also be available to help first responders after difficult incidents.

“This dog is about lowering anxiety of the people dealing with the police department, and making a friendlier department to make better communication with our community,” said Lt. William Gordon, Donut’s owner.

Gordon, along with his wife and fellow Greenfield Police officer Laura Gordon, will be handling Donut. They are also handlers and owners for Clarence, who is 7 years old and nearing retirement. Donut will be the first permanent comfort dog connected with the department and the force's only current canine.



New Hampshire man sentenced to 10 to 12 years for stabbing

READ MORE »

According to Chief Robert Haigh, Donut will be used in a variety of situations where a softer or more gentle approach may be necessary.

"We need to be sensitive to a lot of different situations," Haigh said. "It will be part of our department; it will be another resource."

Gordon said he and his wife paid for Donut and that any veterinarian bills will be covered by them. Donut will be trained at NB Productions, a dog training center on Hope Street. Clarence will also be helping the puppy learn how to do its job. Both dogs came from BERIC Kennel in Romulus, N.Y.

Haigh said the cost for the department will be minimal, but couldn't provide an exact number.

Donut's principle purpose, Gordon said, will be to help children who may have been victims of a crime or who witnessed a tragedy but are unable to communicate or cope with what happened.

"Sometimes a child can tell a dog what happened when they feel uncomfortable telling a human," he said. "It breaks down barriers."

Donut will also provide stability for those experiencing mental health emergencies, acting as a calming influence so police can more effectively provide assistance.

Gordon said he chose the Saint Bernard due to its calm and loving nature, which can help alleviate stress in many situations.

"That's the police officer's job in the first place," he said.

Gordon began to work with first responders about seven years ago, bringing Clarence to help following stressful incidents. Gordon joined with Brad Cole, who established the nonprofit organization K9 First Responders, to bring dogs to the police, fire and EMS personnel in times of need.

Gordon was inspired after he struggled as a first responder with Post-Traumatic Stress Disorder (PTSD).

"I have PTSD, and I noticed how much my dog was helping me," Gordon said. "And I started noticing when I went to other police officers with PTSD how much the dogs helped them. As I recovered — and I'm doing much better now — I am not in the need of the dog myself, but I notice a lot of other people who could use the dog."

Gordon said Clarence has helped first responders following national tragedies such as the shootings at Sandy Hook and Las Vegas, as well as the Boston Marathon bombing.

Both Clarence and Donut will continue to serve in this capacity. They are also part of the Western Massachusetts Critical Incident Stress Management team, which works with area emergency response agencies to assist first responders following significant traumatic events. These events could range from the death of a child to a multiple casualty incident.

Donut is expected to be seen at upcoming public events and will have his adventures cataloged on Facebook by Gordon. Meet-and-greet opportunities can be scheduled by calling Gordon at 413-775-5411, ext. 1313.

You can reach Dan Desrochers at: d-desrochers@recorder.com or 413-772-0261, ext. 257.

Meet Luna, Massachusetts State Police's first comfort dog

Posted Apr 25, 2019



Massachusetts State Police introduce Luna, the agency's first ever comfort dog.

[Menu](#)[Set
Weather](#)[Subscribe](#)[Sign in](#)[Search](#)

By **Aviva Luttrell** | aluttrell@masslive.com

The Massachusetts State Police have introduced its newest four-legged colleague, but instead of helping to solve crime, this pup will be used to comfort civilians and first responders after traumatic situations.

Luna, a 4-month-old English Black Labrador, is the agency's first ever comfort dog. She will live with Trooper Chad Tata and his family and go to work with him every day, helping to reduce stress and promote wellness for first responders after traumatic incidents.

Eventually, Luna will also work with civilian victims and survivors.

"Luna is the first ever comfort dog to serve with the Massachusetts State Police and she is a welcome addition to our fundamental mission — to help people in need," Col. Kerry Gilpin said in a statement. "We know all too well the devastating effects of traumatic stress, and we are fortunate to have Luna available to first responders, their family members, and other victims in need of support."

Luna will train with Tata one-on-one every day and will be certified as a therapy dog through the Alliance of Therapy Dogs.

"She is part of my day-to-day routine, as well as responding to all my call outs," Tata said. "She will attend all debriefings that I am invited to, as well as coming with me to the office. It is important to get Luna around as many people on our job as possible."

[Menu](#)[Set
Weather](#)[Subscribe](#)[Sign In](#)[Search](#)

responded to an altercation outside a nightclub on April 14. One of the officers was shot twice and survived.

State police said the dog's presence was a great benefit to the officers.

Luna was donated by Peggi and David Brogan of Boonefield Labradors in Rindge, New Hampshire. Boonefield Labradors are known for their calm temperaments and sweet personalities.

She is assigned to the agency's Employee Assistance Unit.

[View Comments \(10\)](#)

Note to readers: if you purchase something through one of our affiliate links we may earn a commission.

SPONSOR CONTENT

A First-Class Interior Meets the Best Towing Capacity: Meet The New Ram Truck

ATTENTION DISH SUBSCRIBERS // DISH has dropped ABC40, FOX6 and CBS 3 from its lineup. Click here for more information

https://www.westernmassnews.com/news/therapy-dog-joins-northampton-police/article_f3f57e8a-12bf-11e9-b981-e7601847ad01.html

Therapy dog joins Northampton Police

Ryan Trowbridge, Caroline Powers

Posted Jan 7, 2019

NORTHAMPTON, MA (WGGB/WSHM) -- Northampton Police are welcoming a new member to the department, but he's not your traditional police officer.

This officer has four legs, loves belly rubs, and getting treats.

Meet Douglas, an eight month black Goldendoodle that's the newest member of the Northampton Police Department.

"When people say, can I pet him? I say absolutely, that's his job. His job is to be pet and hugged and given belly rubs," said Northampton Police Officer Josh Wallace.

Douglas joined Wallace's family in June and after months of training, went to work full time in December.

"He's been on the job and he's been working pretty hard on some pretty tough cases," Wallace noted.

Douglas is not like other police K-9's. He's not out there fighting crime or chasing after bad guys. He's here to do exactly this: lay and comfort people who are experiencing stress and trauma

"On our first day on the job, we got a call that there was a suicidal person. I was pretty shocked when we walked through the door with Douglas and I introduced him as my partner, she hugged him, starting petting him," Wallace explained.

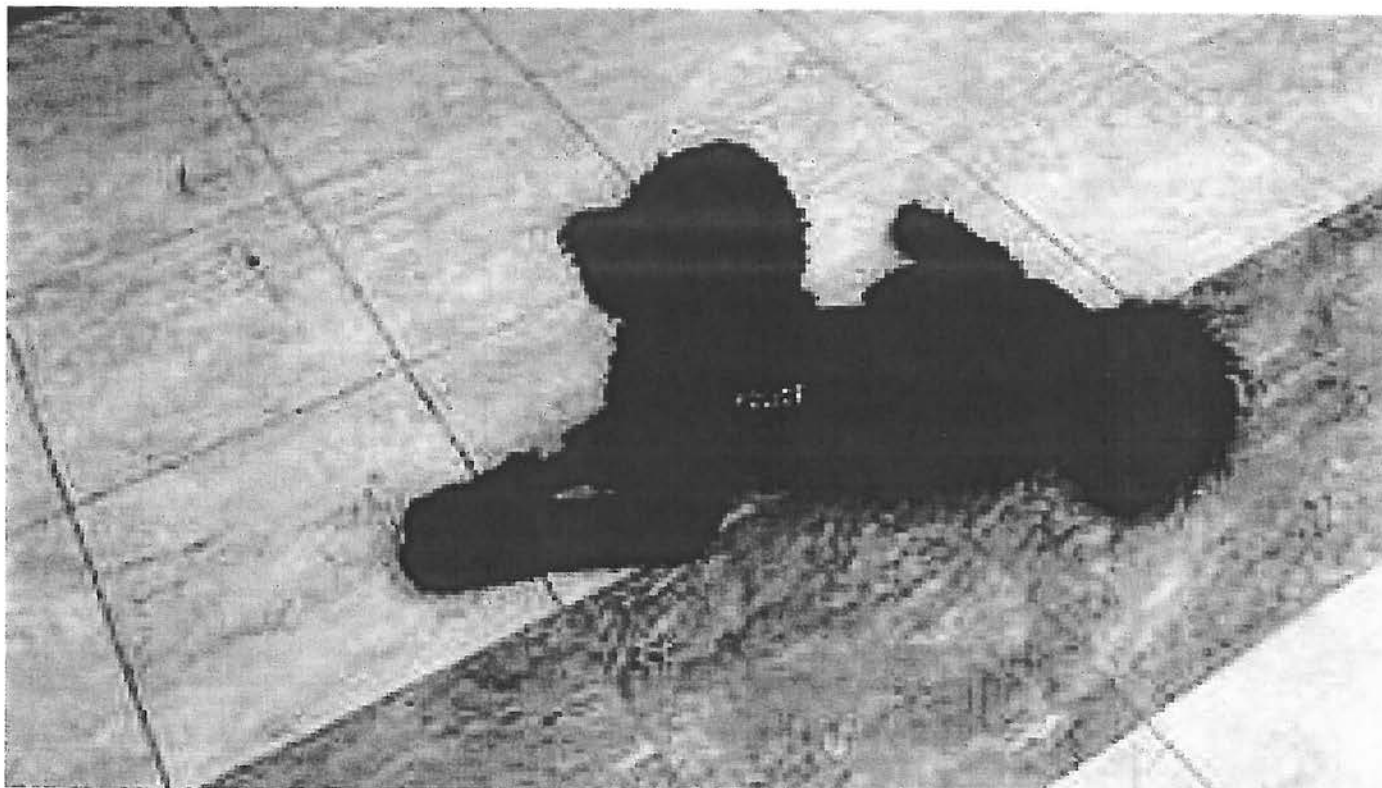
The next day, Wallace and Douglas were called to the apparent murder suicide on Village Hill Road that left three young girls without parents.

"We met with the girls at about 8:45 in the morning and we supported those young girls until about 4 o'clock that day through everything they had to deal with - the Department of Children and Families, interviews, and trying to piece together what happened with their two parents. He really was amazing. He did exactly what we had been working on," Wallace said.

Wallace said that as a school resource officer and member of the department's crisis intervention team, having Douglas has been a major help.

"What he really does is, go say hi, go say hi, so I've given him permission to go say hi to you, which means he can approach you. Otherwise, he'd wait for you to come up and then he'll let you pet him and do whatever you want to do. Then when you're done, I'll call him back and he'll return back to me," Wallace said.

Copyright 2018 Western Mass News (Meredith Corporation). All rights reserved.



An Argument for Widespread Use of Therapy Dogs in Policing

Patrol • May 09, 2019 • by Doug Wyllie (/authors/338054/doug-wyllie) [f](#) [t](#) [in](#)



in the city of Pinole, CA, will now have access to a 70-pound black Labrador
otional support. Here, Milo is training with his handler Pinole Police Officer

[/www.policemag.com/509962/a-k-9-unit-has-benefits-for-police-](https://www.policemag.com/509962/a-k-9-unit-has-benefits-for-police-)
about the benefits of adding a K-9 unit to a department. In that post
acial units have for police departments and the communities they
use the effectiveness of drug enforcement efforts, search and
ehension of dangerous suspects.

However, I overlooked another important mission a police dog can fulfill, and was reminded of that oversight earlier this week when we reported (<https://www.policemag.com/512267/california-department-adds-therapy-dog-to-the-ranks>) on a department in the San Francisco Bay Area that has added a therapy dog to its ranks.

Crime victims, witnesses, and first responders in the city of Pinole will now have access to a 70-pound black Labrador retriever named Milo to help them with emotional support following traumatic incidents.

Milo will not conduct enforcement activities such as narcotics searches or suspect apprehensions. He is strictly meant for helping people who have had possibly the very worst day of their lives.

Milo is "medicine" for the mentally and emotionally wounded—he need only be present to be effective.

Pinole Police Officer Jennifer Witschi trained with Milo in Sedona, AZ,

before the agency made the announcement of its newest public safety asset.

Witschi said, "We really hope that he is able to go out and change people's lives and make those incidents that are traumatic for these individuals a little bit easier for them to cope with."

It was a little stunning to learn that—according to the report from KCBS Radio (<https://kcbsradio.radio.com/blogs/carrie-hodousek/pinole-police-department-introduces-first-therapy-dog-help-crime-victims>)—Milo is the very first therapy dog in the entire Bay Area. I would have thought that agencies across the region had already caught on to this trend, but apparently not. However, therapy dogs have been slowly making their way into police departments for several years.

Proven Effective

Therapy dogs are not new—they've been employed in children's hospitals and convalescent homes for many years. They have proven to be effective in speeding recovery from debilitating disease and adding to the quality of life of individuals who are incurably approaching death. They've been used to help patients with chronic schizophrenia, dementia, Alzheimer's, and other afflictions.

The addition of therapy dogs to police agencies is also not new. A couple of months ago we reported on the Independence (MO) Police Department welcoming to its ranks a two-year-old golden retriever/border collie mix as their first ever certified therapy dog.

The agency said on Facebook that the dog's mission is to "help improve the psychological well-being of our employees at the police department. The therapy dog will be assigned to our Peer Support Team."

Other agencies have made headlines with similar news.

However, reports of an agency acquiring a therapy dog are not exactly commonplace—not yet anyway.

My argument today is that it would be a wonderful thing if the addition of a therapy dog to a department's ranks becomes as mundane as the acquisition of office supplies—there would be no headlines because it would not be news.

Myriad Benefits

The American Kennel Club says on its website that "science has shown us how beneficial therapy dogs can be. Visits from a therapy dog can lower blood pressure and heart rate, reduce patient anxiety, and increase levels of endorphins and oxytocin."

Put more simply, a well-trained therapy dog and its handler can have a tremendously positive effect on an individual's wellness following a traumatic event.

These animals give comfort to a witness or a victim of a crime so that investigators can more easily—and less stressfully—gather information about the offense and the offender.

For law enforcement, therapy dogs can greatly reduce heightened short-term anxiety following a critical incident with the added effect of potentially increasing recall for debriefing. These animals have also been proven to effectively help individuals manage long-term post-traumatic stress.

Further, therapy dogs also can replace the other—much more harmful—ways in which officers sometimes choose to "relieve stress" such as alcohol abuse.

Finally, in addition to providing important mental and emotional wellness benefits, these dogs can be—and almost always are—tremendous ambassadors for the department that employs them. They show up at schools, festivals, parades, and other community events and are magnets for kids as well as kids-at-heart.

Not Ordinary Dogs

A therapy dog is not an everyday house pet. These dogs are meticulously trained to possess specific personality characteristics such as calmness—a dog that jumps up on people can have the exact opposite of the intended effect of a therapy dog—and empathy.

As with every other aspect of law enforcement, ***not all training is good training.***

It's important to find the right organization to train your new K-9 Unit.

An agency can reach out to nearby agencies to ask about where they had their therapy dog trained, or they could go to the websites of organizations like Pet Partners (<https://petpartners.org/>) or Therapy Dogs International (<https://tdi-dog.org/default.aspx>). Another excellent resource is the International Association of Canine Professionals (<https://www.canineprofessionals.com/>) (the *other* IACP).

Further, the breed of the dog can be an important consideration. Many departments look for Retrievers like Milo. Others look for Poodles. Still others look for Saint Bernards. Some therapy dog experts recommend going for a mixed breed animal because they tend to have better health.

In the end, breed is far less important a question than the individual animal's personality and ability to accomplish the requisite training with aplomb.

Finally, the selection of the handler is also important. This individual must also have that inherent calmness and empathy required of their four-legged partner. They must also be willing to accept the fact that they will be exposed to additional trauma (they'll be in the room with the traumatized individual too) and be willing to receive mental health treatment of their own if such exposure begins to have adverse effects.

Cost-Benefit Analysis

There is certainly a cost to adding a therapy dog to the ranks. These dogs are not typically as expensive as an enforcement K-9, nor is the training as expensive or lengthy.

But nothing worthwhile is cheap—or easy.

You'll have to account for high-quality food, regular veterinary visits, as well as home and department accommodations like dog crates and beds and toys and other items.

All in, you're probably looking at three-to four thousand dollars up-front, and at least two to three thousand dollars per year for the life of the animal.

The question really becomes, "How will this investment improve the mental and emotional wellness of my officers and the people they serve, and how much is that improvement worth?"

I'd say that any substantial improvement to your department's mental and emotional wellness is "priceless."

Author

[\(/authors/338054/doug-wyllie\)](/authors/338054/doug-wyllie)**Doug Wyllie** [\(/authors/338054/doug-wyllie\)](/authors/338054/doug-wyllie)

Web Editor

Doug Wyllie has authored more than 1,000 articles and tactical tips aimed at ensuring that police officers are safer and more successful on the streets. Doug is a Western Publishing Association "Maggie Award" winner for Best Regularly Featured Digital Edition Column. He is a member of International Law Enforcement Educators and Trainers Association (ILEETA), an Associate Member of the California Peace Officers' Association (CPOA), and a member of the Public Safety Writers Association (PSWA).

[View Bio \(/authors/338054/doug-wyllie\)](/authors/338054/doug-wyllie)

◆ **Read more about** [Therapy Dogs \(/tags?tag=Therapy+Dogs\)](/tags?tag=Therapy+Dogs) [California \(/tags?tag=California\)](/tags?tag=California)

[California agencies \(/tags?tag=California+agencies\)](/tags?tag=California+agencies) [the west \(/tags?tag=the+west\)](/tags?tag=the+west) [K-9 \(/tags?tag=K-9\)](/tags?tag=K-9)

[K-9 Units \(/tags?tag=K-9+Units\)](/tags?tag=K-9+Units)

2 Comments

Join the discussion...

1. Janie B May 11, 2019 @ 5:06 AM

I have a therapy dog, an American Bully, aka pit bull, who has been working for 5 years. We've worked at library reading programs, convalescent hospitals, universities, and the Los Angeles Airport. I disagree that only certain breeds are appropriate for therapy work but they do have to have a calm demeanor and not reactive to a lot of stimulation. I also disagree that the agency has to purchase the K9 itself. Why not have volunteer therapy teams (the human partners may have to go through a background) so the agency doesn't have to pay for the dog's food, healthcare, etc.? Another organization not mentioned above is Alliance of Therapy Dogs. They test our dogs and provide liability insurance. Even if you would want the dog full-time at the department to "live" with employees you could just assign people to rotate the responsibility of walking the dog, vet visits, etc. And please get the dogs from the shelter rather than a breeder. A qualified trainer can pick out dogs with the right temperament.

**TOWN OF GREAT BARRINGTON
TEMPORARY OUTDOOR DINING LICENSE**

All Temporary License Expire November 1, 2020

Establishment Name: Bizen **Location:** 17-21 Railroad Street
413-8227276 /
Property Owner Name: Michael Marcus **Email/Phone:** michaelmarcus@bizensushi.com
413-8227276 /
Business Owner Name: Michael Marcus **Email/Phone:** michaelmarcus@bizensushi.com
Business Phone: 413 - 528 4343 **Days/ Hours of Operation:** 7 days/ 12-2 pm, 5-10 pm
Cell/Email: 413-8227276 / michaelmarcus@bizensushi.com

Applications: Should be sent to the Town Manager's Office, HKuziemko@Townofgb.org or Apulver@townofgb.org or by mail to 334 Main St, Great Barrington, MA 01230.

Approval: Once your written application has been approved, you will be notified that you may begin installation of the proposed outdoor seating area. If you have requested a seating area on Railroad Street on either Friday or Saturday evening you will be notified of your specific seating location and set up/ clean up instructions. If your business is requesting outdoor alcohol services you must first receive approval from the Selectboard prior to serving to outside dining area.


Seating: Tables need to be spaced a min. of 6ft apart from other tables and walkways. Tables cannot seat more than 6 people per table. **Please attach a diagram of the proposed outdoor dining area to include; Dimensions, walkways, tents, garbage receptacles, and ADA compliance.

Number of Tables: 10 **Maximum Number of Patrons:** 56

Check all that apply:

- Alcohol Service: Yes No (SB Approval for outside alcohol service) ^{and}
- Requesting a space to set up seating on Railroad Street Friday or Saturday.
- Proposing a tent to cover outside dining area. (Building Permit may be required)
- COVID-19 Mandatory Workplace Safety Standards Control Plan Completed and on file
- Attestation Poster in visible location for customers and patrons
- Seating is proposed on a sidewalk
- Seating is proposed in 3 parking spots
- Plan meets all requirements of COVID MA Safety Requirements for Restaurants

I fully understand the Mandatory Standards, Protocols and Licensing Requirements for Temporary Outdoor Dining Areas and I agree to comply with State and Local code requirements in addition to COVID-19 issued guidance:

Applicant Signature  **Date:** 13. June 2020
Applicant Name (Printed) Michael Marcus **Role:** Owner

OFFICE USE ONLY:

1. Building Commissioner

Approve Approved w/ Conditions

Signature/Email: [Signature] email@townofgb.org Date: 6-15-20

Comments: _____

2. Board of Health

Approve Approved w/ Conditions

Signature/Email: [Signature] Date: 6-15-20

Comments: _____

3. Fire Chief

Approve Approved w/ Conditions

Signature/Email: [Signature] Date: 6/15/20

Comments: _____

4. DPW

Approve Approved w/ Conditions

Signature/Email: [Signature] Date: 6-15-20

Comments: _____

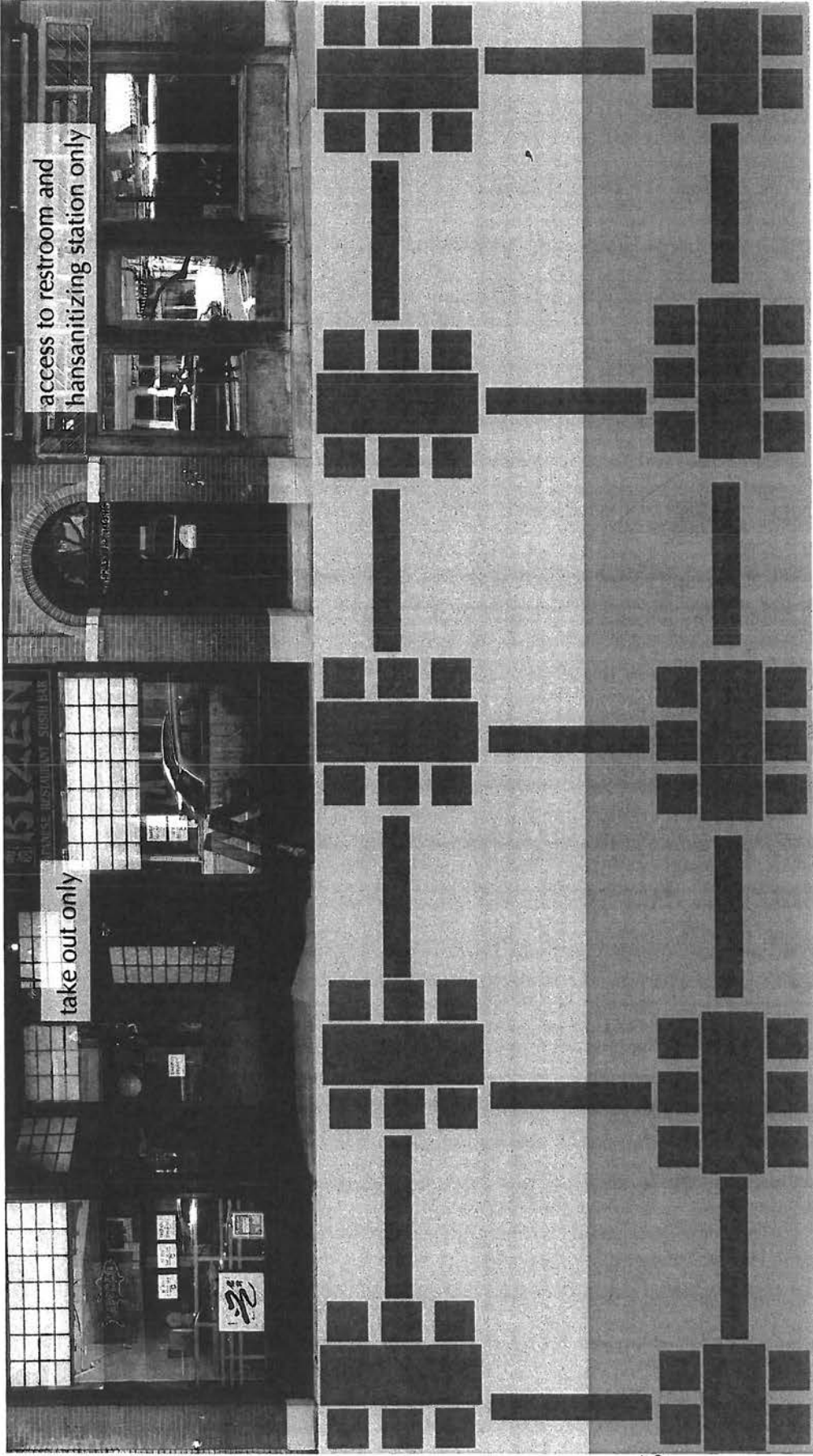
TOWN MANAGER APPROVAL:

Based on the submitted Application for Temporary Outdoor Dining and Departmental reviews, and with the authority invested in me at the Great Barrington Selectboard's / /2020 meeting, I hereby:

Approve Approve with Conditions: I authorize outdoor seating with the following comments/restrictions:

NO ALCOHOL SERVICE UNTIL APPROVED BY SELECTBOARD. APPROVED FOR SIDEWALK TABLES ONLY. PENDING RR PLANS.

Signature: [Signature] Date: 6-15-20
Mark Pruhenski, Great Barrington Town Manager



access to restroom and
hand sanitizing station only

take out only

side
walk

parking
spots

the outdoor seating plan is proportionally to size, the red line indicates a 6 ft distance

**TOWN OF GREAT BARRINGTON
TEMPORARY OUTDOOR DINING LICENSE**

All Temporary License Expire November 1, 2020

Establishment Name: BABA ZENA'S Location: 42 Railroad Street
Property Owner Name: Richard Stanley Email/Phone: rstan2001@gmail.com
Business Owner Name: Paul Masciare Email/Phone: paul@babalenespizza.com
Business Phone: 413-528-8100 Days/ Hours of Operation: Thurs - Monday
Cell/Email: 413-329-5634

Applications: Should be sent to the Town Manager's Office, HKuziemko@Townofgb.org or Apulver@townofgb.org or by mail to 334 Main St, Great Barrington, MA 01230.

Approval: Once your written application has been approved, you will be notified that you may begin installation of the proposed outdoor seating area. If you have requested a seating area on Railroad Street on either Friday or Saturday evening you will be notified of your specific seating location and set up/ clean up instructions. If your business is requesting outdoor alcohol services you must first receive approval from the Selectboard prior to serving to outside dining area.

Seating: Tables need to be spaced a min. of 6ft apart from other tables and walkways. Tables cannot seat more than 6 people per table. **Please attach a diagram of the proposed outdoor dining area to include; Dimensions, walkways, tents, garbage receptacles, and ADA compliance.

Number of Tables: ~10 Maximum Number of Patrons: - 34-40

Check all that apply:

- Alcohol Service: Yes No (SB Approval for outside alcohol service)
- Requesting a space to set up seating on Railroad Street Friday or Saturday.
- Proposing a tent to cover outside dining area. (Building Permit may be required)
- COVID-19 Mandatory Workplace Safety Standards Control Plan Completed and on file
- Attestation Poster in visible location for customers and patrons
- Seating is proposed on a sidewalk
- Seating is proposed in 5 parking spots
- Plan meets all requirements of COVID MA Safety Requirements for Restaurants

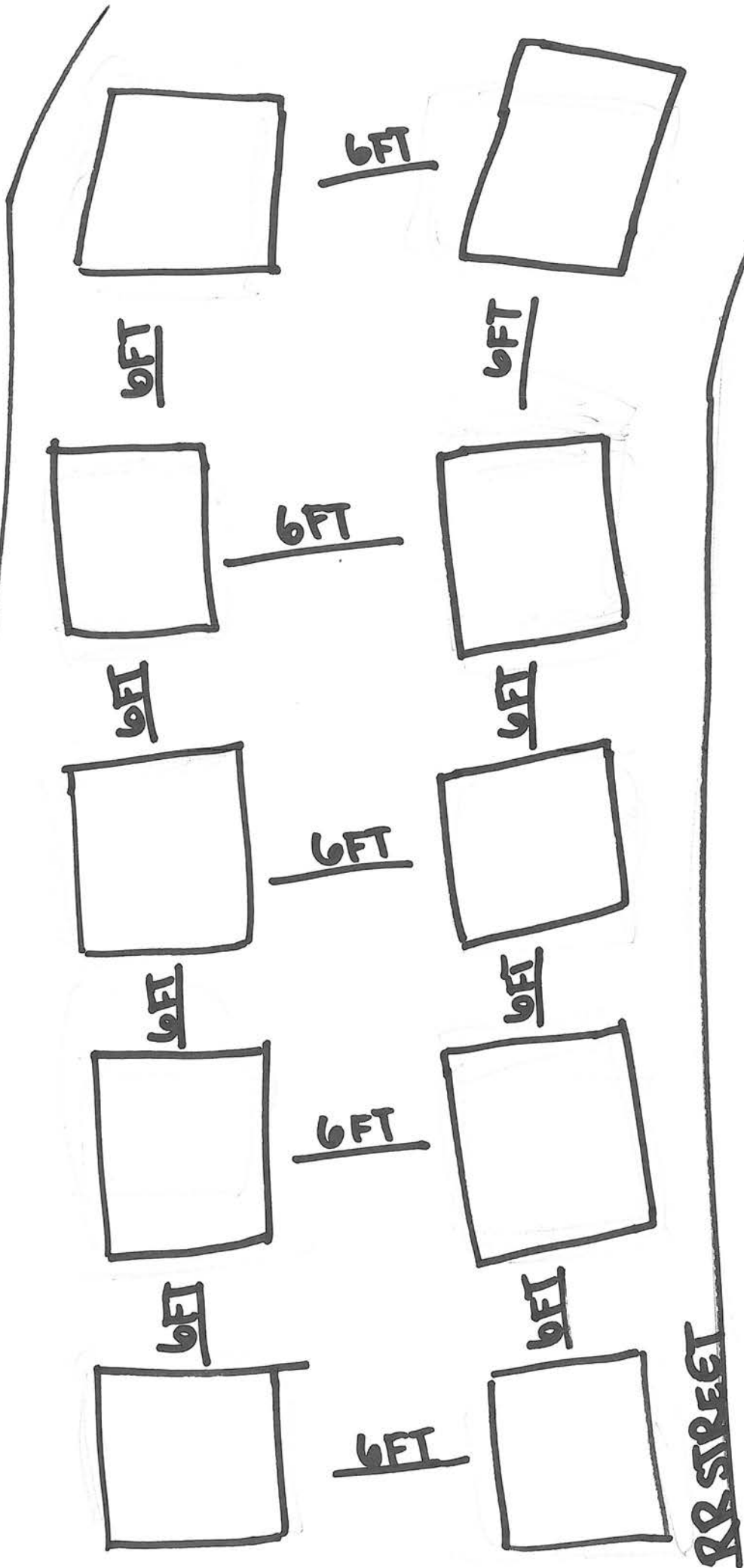
I fully understand the Mandatory Standards, Protocols and Licensing Requirements for Temporary Outdoor Dining Areas and I agree to comply with State and Local code requirements in addition to COVID-19 issued guidance:

Applicant Signature Paul D. Masciare Date: 6-15-2020
Applicant Name (Printed) PAUL MASCIARE Role: Owner.

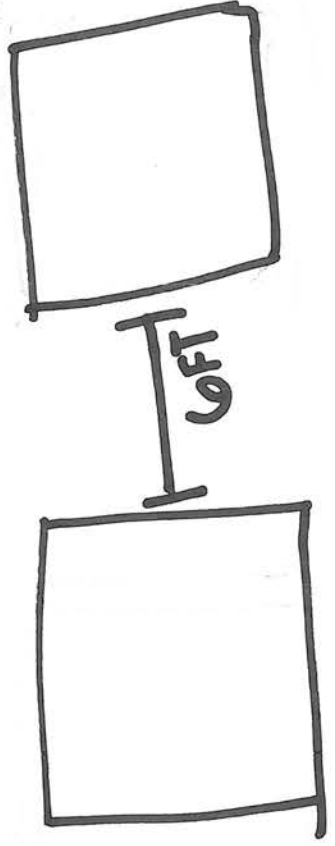
OFFICE USE ONLY:

BABA LOUIE'S
42 Railroad St.

SIDEWALK



RR STREET



SIDEWALK

ENTRANCE

Application Date:

TOWN OF GREAT BARRINGTON
TEMPORARY OUTDOOR DINING APPLICATION/LICENSE
Temporary License Expire November 1, 2020

Establishment Name: 20 Railroad Public House Location: 20 Railroad Street

Property Owner Name: The Cohen Group, LLC Email/Phone: 413.854.4747

Business Owner Name: Benjamin Downing Email/Phone: ben@20railroad.com

Business Phone: 413.528-9345 Days/ Hours of Operation: Mon-Fri 5:00-10:00

Cell/Email: 413.446.5351 ben@20railroad.com

Applications: Should be sent to the Town Manager's Office, hkuziemko@Townofgb.org or apulver@townofgb.org or by mail to 334 Main St, Great Barrington, MA 01230.

Approval: Once your written application has been approved and Temporary Outdoor License issued, you will be notified that you may begin installation of the proposed outdoor seating area. If you have requested a seating area on Railroad Street on either Friday or Saturday evening you will be notified of your specific seating location and set up/ clean up instructions. **If your business is requesting outdoor alcohol service you must first receive approval from the Selectboard prior to serving in the outside dining area.**

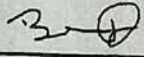
Seating: Tables need to be spaced a minimum of 6ft apart from other tables and walkways. Tables cannot seat more than 6 people per table. ****Please attach a diagram of the proposed outdoor dining area to include; Dimensions, walkways, tents, garbage receptacles, and ADA compliance.**

Number of Tables: ~~40~~ 43 Maximum Number of Patrons: ~~140~~ 142

Check all that apply:

- Alcohol Service: Yes No (SB Approval for outside alcohol service)
- Requesting a space to set up seating on Railroad Street Friday or Saturday.
- Proposing a tent to cover outside dining area. (Building Permit may be required)
- COVID-19 Mandatory Workplace Safety Standards Control Plan Completed and on file
- Attestation Poster in visible location for customers and patrons
- Seating is proposed on a sidewalk
- Seating is proposed in 5 parking spots
- Plan meets all requirements of COVID MA Safety Requirements for Restaurants

I fully understand the Mandatory Standards, Protocols and Licensing Requirements for Temporary Outdoor Dining Areas and I agree to comply with State and Local code requirements in addition to COVID-19 issued guidance:

Applicant Signature  Date: 6/18/2020

Applicant Name (Printed) Benjamin Downing Role: President/Manager

1. Building Commissioner

Approve Approved w/ Conditions

Trash + Recycle

RR Street

94 seats

Trash + Recycle

4.8' ADA compliant

RAILROAD PUBLIC HOUSE
20 Railroad Street
Great Barrington, MA
01230

Subject to R. Stanley approval (48 seats)

K. A.
Arts

BPA

Approved by
Jon + Tim

Snap shop

Approved by
Steve Caslotta

"4 Tops" = 112 seats (48 not yet w/ permission)

"2 Tops" = 30 seats

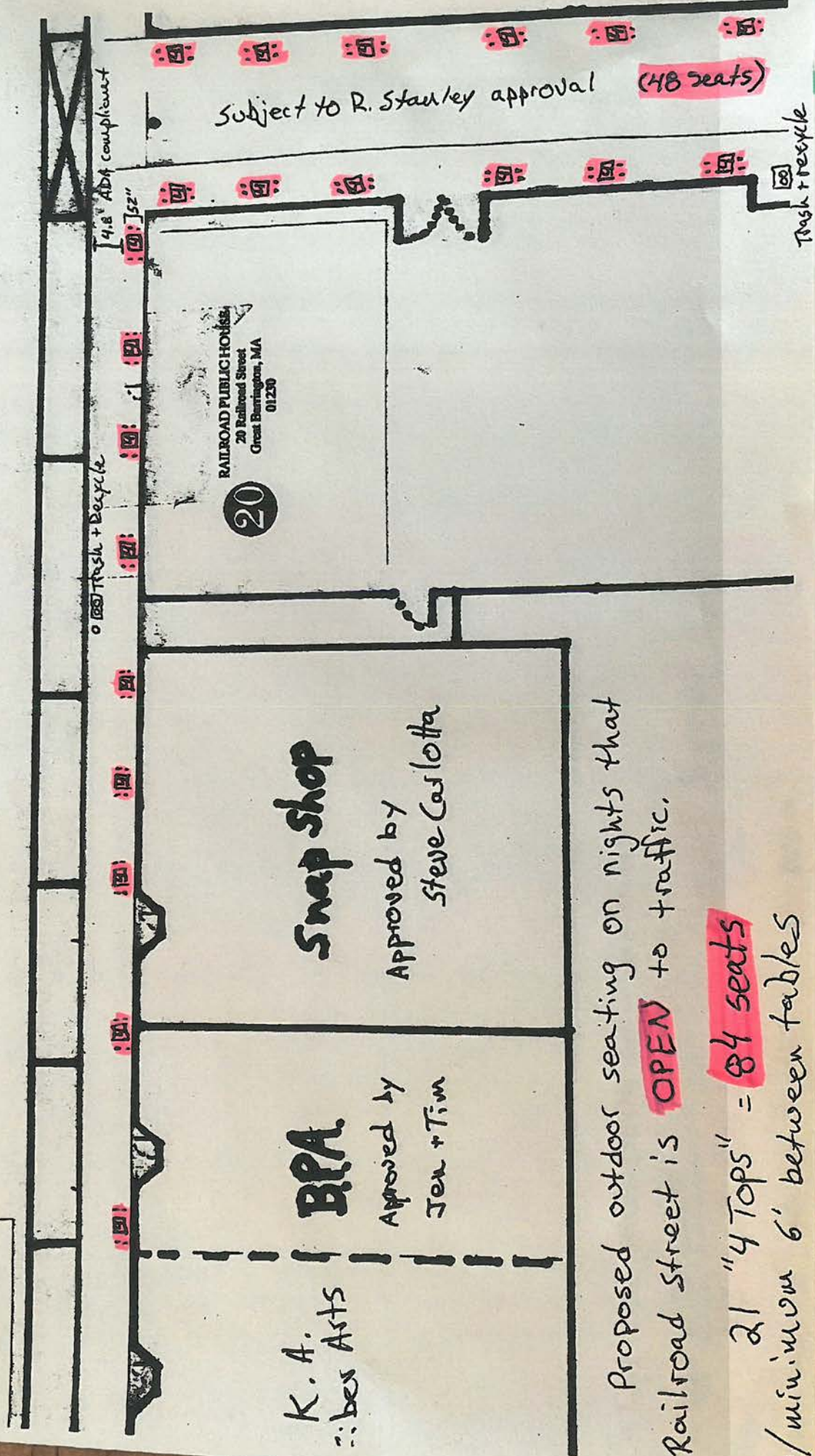
Total: 142 seats possible

w/ minimum 6' between tables

Closed Street
(Partially)

Proposal

RR Street



Subject to R. Stanley approval (48 seats)

RAILROAD PUBLIC HOUSE
20 Railroad Street
Great Barrington, MA
01230
20

Snap Shop
Approved by
Steve Carlotta

BPA
Approved by
Jen + Tim

K. A.
::: Arts

Proposed outdoor seating on nights that Railroad Street is OPEN to traffic.

21 "4 Tops" = 84 seats
w/ minimum 6' between tables

TOWN OF GREAT BARRINGTON TEMPORARY OUTDOOR DINING APPLICATION/LICENSE

Temporary License Expires November 1, 2020

Establishment Name: Siam Square Location: 290 Main St Great Barrington
 Property Owner Name: Richard Stanley Email/Phone: rstan2001@gmail.com
 Business Owner Name: Navapan Zivasatianrach Email/Phone: happyb06@hotmail.com
 Business Phone: (413) 644-9119 Days/ Hours of Operation: 7 days
 Cell/Email: (413) 329-5001

M, T, TH	11:30 - 10
F, SAT	11:30 - 11
W, Sun	12 - 11

Applications: Should be sent to the Town Manager's Office, hkuziemko@Townofgb.org or apulver@townofgb.org or by mail to 334 Main St, Great Barrington, MA 01230.

Approval: Once your written application has been approved and Temporary Outdoor License issued, you will be notified that you may begin installation of the proposed outdoor seating area. If you have requested a seating area on Railroad Street on either Friday or Saturday evening you will be notified of your specific seating location and set up/ clean up instructions. If your business is requesting outdoor alcohol service you must first receive approval from the Selectboard prior to serving in the outside dining area.

Seating: Tables need to be spaced a minimum of 6ft apart from other tables and walkways. Tables cannot seat more than 6 people per table. **Please attach a diagram of the proposed outdoor dining area to include; Dimensions, walkways, tents, garbage receptacles, and ADA compliance.

Number of Tables: 6 Maximum Number of Patrons: 25

Check all that apply:

- Alcohol Service: Yes No (SB Approval for outside alcohol service)
- Requesting a space to set up seating on Railroad Street Friday or Saturday.
- Proposing a tent to cover outside dining area. (Building Permit may be required) (no tent but umbrella)
- COVID-19 Mandatory Workplace Safety Standards Control Plan Completed and on file
- Attestation Poster in visible location for customers and patrons
- Seating is proposed on a sidewalk
- Seating is proposed in 1 parking spots (if possible)
- Plan meets all requirements of COVID MA Safety Requirements for Restaurants

I fully understand the Mandatory Standards, Protocols and Licensing Requirements for Temporary Outdoor Dining Areas and I agree to comply with State and Local code requirements in addition to COVID-19 issued guidance:

Applicant Signature  Date: 06/18/20.

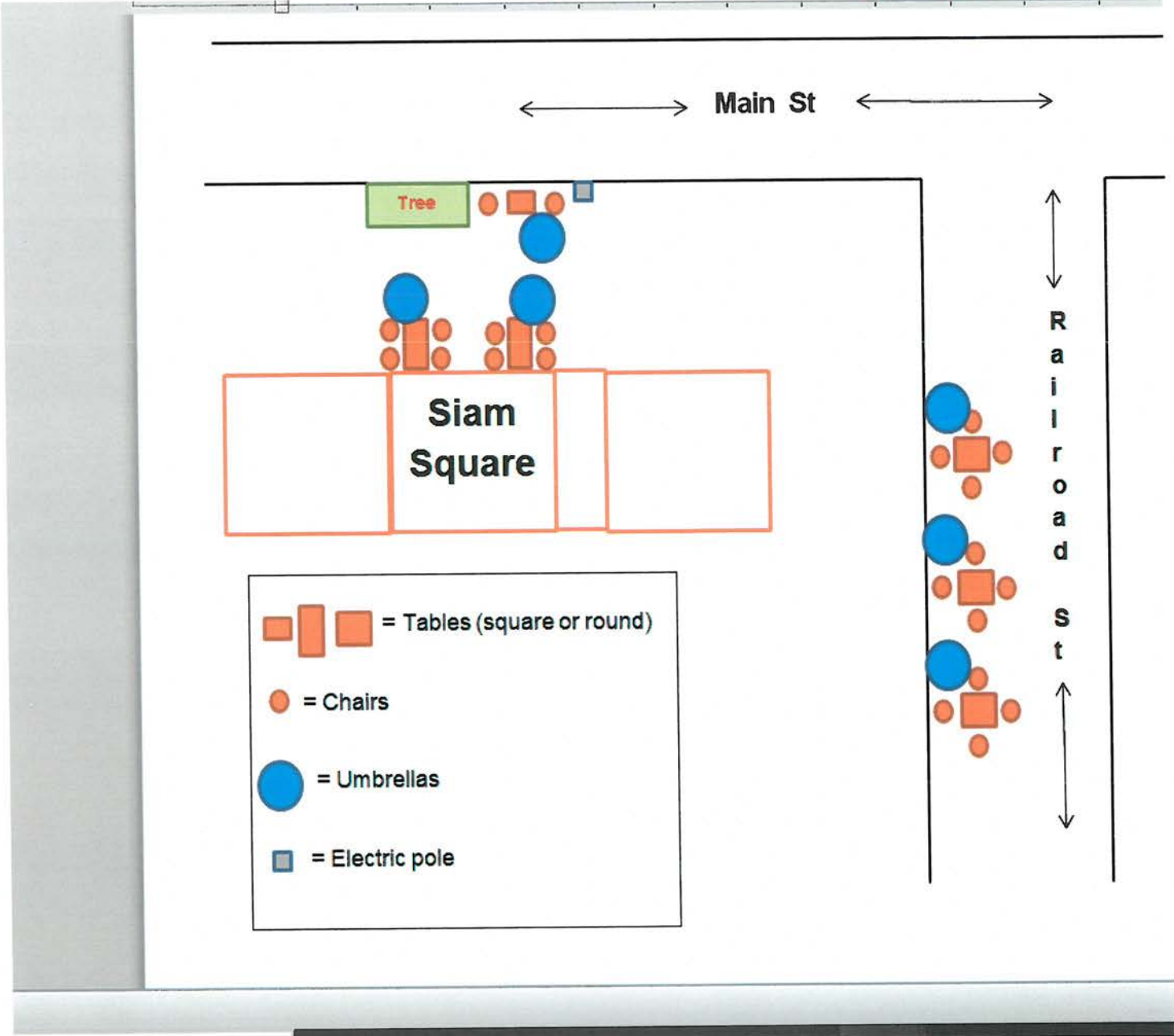
Applicant Name (Printed) Kanittha Lertsangjaemsai Role: Manager

Helen Kuziemko

From: Pueng ja... <happyb06@hotmail.com>
Sent: Thursday, June 18, 2020 12:23 PM
To: Helen Kuziemko
Subject: Outdoor license application
Attachments: Outdoor license application 06-18-2020 12-21-11.pdf

Hi Helen,
Attach please find a draft and my application.
Thank you

MAIN ST. & RAILROAD ST.



TOWN OF GREAT BARRINGTON
TEMPORARY OUTDOOR DINING LICENSE

All Temporary License Expire November 1, 2020

Establishment Name: Bizalion's Fine Food Location: 684 Main St., G.B.
Property Owner Name: Ricky Klein Email/Phone: thistle3@verizon.net
Business Owner Name: Bizalion, Helen & Jean Trapp Email/Phone: bizalions@gmail.com.
Business Phone: 413-644-9988 Days/ Hours of Operation: Mon-Sat
Cell/Email: bizalions@gmail.com Mon-Thurs 10-4, Fri+Sat 9-4

Applications: Should be sent to the Town Manager's Office, HKuziemko@Townofgb.org or Apulver@townofgb.org or by mail to 334 Main St, Great Barrington, MA 01230.

Approval: Once your written application has been approved, you will be notified that you may begin installation of the proposed outdoor seating area. If you have requested a seating area on Railroad Street on either Friday or Saturday evening you will be notified of your specific seating location and set up/ clean up instructions. If your business is requesting outdoor alcohol services you must first receive approval from the Selectboard prior to serving to outside dining area.

Seating: Tables need to be spaced a min. of 6ft apart from other tables and walkways. Tables cannot seat more than 6 people per table. **Please attach a diagram of the proposed outdoor dining area to include; Dimensions, walkways, tents, garbage receptacles, and ADA compliance.

Number of Tables: 6 Maximum Number of Patrons: 24

Check all that apply:

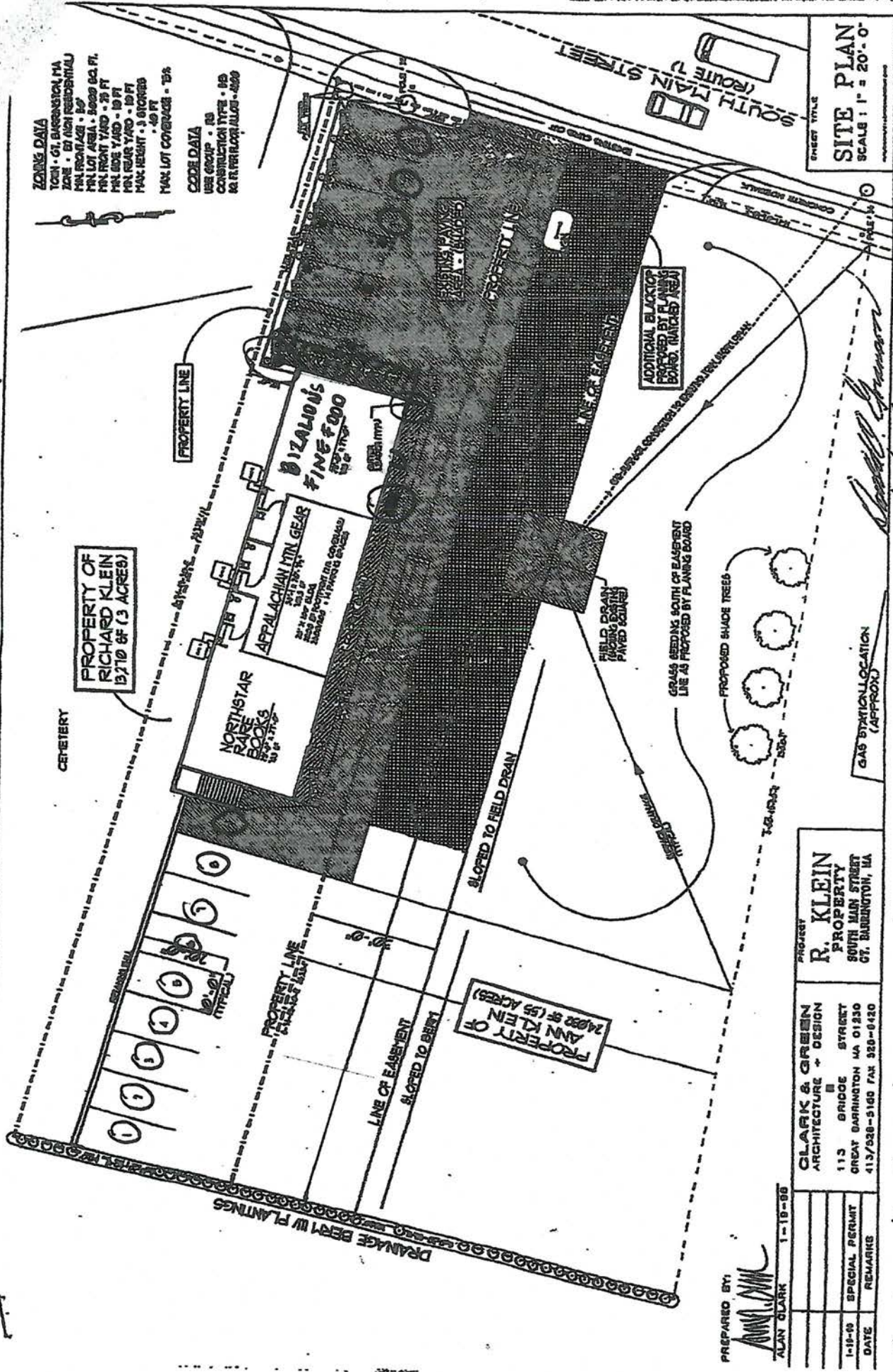
- Alcohol Service: Yes No (SB Approval for outside alcohol service)
- Requesting a space to set up seating on Railroad Street Friday or Saturday.
- Proposing a tent to cover outside dining area. (Building Permit may be required)
- COVID-19 Mandatory Workplace Safety Standards Control Plan Completed and on file
- Attestation Poster in visible location for customers and patrons
- Seating is proposed on a sidewalk
- Seating is proposed in 3 parking spots standing
- Plan meets all requirements of COVID MA Safety Requirements for Restaurants

I fully understand the Mandatory Standards, Protocols and Licensing Requirements for Temporary Outdoor Dining Areas and I agree to comply with State and Local code requirements in addition to COVID-19 issued guidance:

Applicant Signature [Signature] Date: 6-17-2020.
Applicant Name (Printed) Helen Bizalion Role: owner

OFFICE USE ONLY:

TEMPORARY OUTDOOR DINING LICENSE: DIAGRAM



ZONING DATA
 ZONE - G1, BARRINGTON MA
 USE GROUP - R2
 CONSTRUCTION TYPE - M3
 MAX LOT COVERAGE - 75%

CODE DATA
 MAX LOT AREA - 8600 SQ. FT.
 MIN FRONT YARD - 20 FT.
 MIN SIDE YARD - 10 FT.
 MIN REAR YARD - 10 FT.
 MAX HEIGHT - 3 STOREYS
 - 40 FT.

PROPERTY LINE
 SOUTH MAIN STREET (ROUTE 1)
 GREAT BARRINGTON STREET
 SHEET TITLE
SITE PLAN
 SCALE: 1" = 20'-0"

PROPERTY OF RICHARD KLEIN 19710 SF (3 ACRES)

NORTHSTAR RARE BOOKS 50 SF

APPALACHIAN MTL GEAR 200 SF

BIZALION'S FINE FOOD 800 SF

PROPERTY OF ANN KLEIN 2400 SF (55 ACRES)

CLARK & GREEN ARCHITECTURE + DESIGN
 113 BRIDGE STREET
 GREAT BARRINGTON MA 01230
 413/528-5160 FAX 328-0420

PROJECT
R. KLEIN PROPERTY
 SOUTH MAIN STREET
 GT. BARRINGTON, MA

PREPARED BY: *Alan Clark*
 ALAN CLARK 1-18-98
 DATE: 1-18-98
 SPECIAL PERMIT: []
 REMARKS:

BIZALION'S FINE FOOD 6/18/2000
 684 MAIN STREET, SUITE 3
 GREAT BARRINGTON, MA 01230

- LEGEND**
- GREASE
 - ⊙ PARKING PLACES
 - ⊙ OPEN SCREENED OUTDOOR WINDO
 - ⊙ PICK-UP TAKE-OUT TABLE
 - ⊙ DRUM 23" D X 37" H
 - ⊙ A PEOPLE MAX.

Alan

Helen Kuziemko

From: Jean-Francois Bizalion <bizalions@gmail.com>
Sent: Thursday, June 18, 2020 11:31 AM
To: Helen Kuziemko
Subject: Scan 2020-6-18 11.16.05.pdf
Attachments: Scan 2020-6-18 11.16.05.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Helen,

Attached is the diagrams. (The scalloped lined rectangle is the existing awning not on the legend).

We also plan on getting a port a potty from Mt Everett Sanitation which will be put in the rear of the building in a shaded location (close to the tree line).

Umbrella will fit into an (already existing) hole in the drums, drums will be filled with water, there are 55 gallons drums, food grade stainless steel.

We plan to zip tie hand sanitizer dispensers to the umbrella poles on each of the 6 drum/tables.

All food orders will still be prepared as take-out (i.e. in paper, plastic with bamboo/plastic cutlery etc.) and the tables will be first come bases.

Food can be ordered online, over the telephone or at the open screened window.

The orders are then put outside on a stone table for the patron to collect.

Let me know if you have any questions.

Best regards,

Helen Bizalion
Bizalion's Fine Food
684 Main Street
Great Barrington
MA 01230
413-644-9988
bizalions.com

TOWN OF GREAT BARRINGTON TEMPORARY OUTDOOR DINING APPLICATION/LICENSE

Temporary License Expire November 1, 2020

Establishment Name: Prairie Whale Location: 178 Main St. GB
 Property Owner Name: Firth-Schwartz LLC Email/Phone: prairiewhale@gmail.com
 Business Owner Name: Mane Firth/Bethina Schwartz Email/Phone: same ↑
 Business Phone: 413-528-5050 Days/ Hours of Operation: W-M - 4-10pm
 Cell/Email: 646-996-9769 S+ S 11-3 pm

Applications: Should be sent to the Town Manager's Office, hkuziemko@Townofgb.org or apulver@townofgb.org or by mail to 334 Main St, Great Barrington, MA 01230.

Approval: Once your written application has been approved and Temporary Outdoor License issued, you will be notified that you may begin installation of the proposed outdoor seating area. If you have requested a seating area on Railroad Street on either Friday or Saturday evening you will be notified of your specific seating location and set up/ clean up instructions. **If your business is requesting outdoor alcohol service you must first receive approval from the Selectboard prior to serving in the outside dining area.**

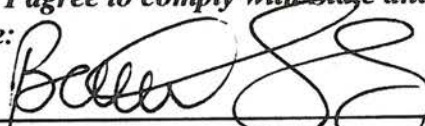
Seating: Tables need to be spaced a minimum of 6ft apart from other tables and walkways. Tables cannot seat more than 6 people per table. ****Please attach a diagram of the proposed outdoor dining area to include; Dimensions, walkways, tents, garbage receptacles, and ADA compliance.**

Number of Tables: 20 Maximum Number of Patrons: 80

Check all that apply:

- Alcohol Service: Yes No (SB Approval for outside alcohol service) ↗ expansion of current outdoor permit
- Requesting a space to set up seating on Railroad Street Friday or Saturday.
- Proposing a tent to cover outside dining area. (Building Permit may be required)
- COVID-19 Mandatory Workplace Safety Standards Control Plan Completed and on file
- Attestation Poster in visible location for customers and patrons
- Seating is proposed on a sidewalk
- Seating is proposed in _____ parking spots
- Plan meets all requirements of COVID MA Safety Requirements for Restaurants

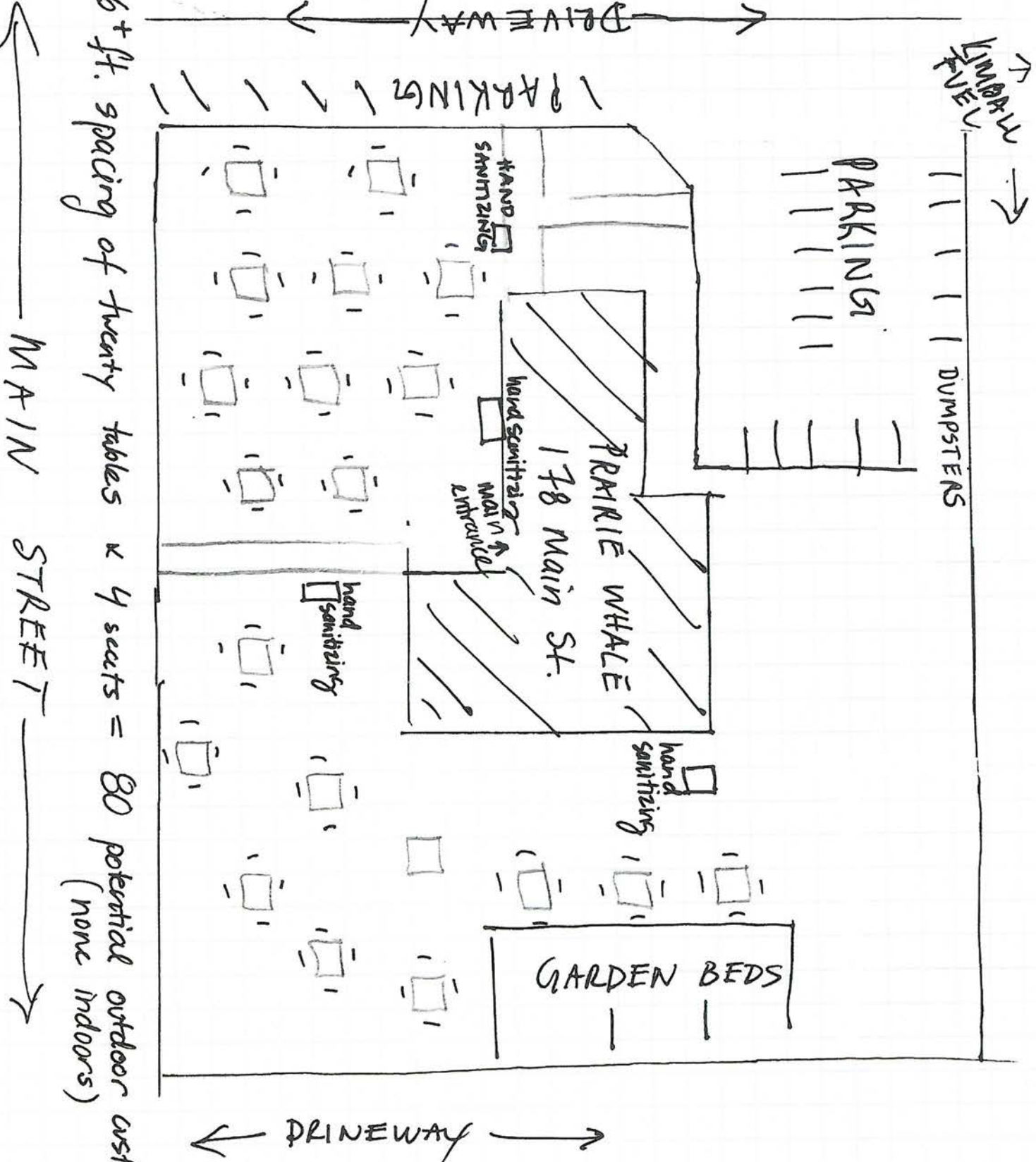
I fully understand the Mandatory Standards, Protocols and Licensing Requirements for Temporary Outdoor Dining Areas and I agree to comply with State and Local code requirements in addition to COVID-19 issued guidance:

Applicant Signature  Date: 6/17/20

Applicant Name (Printed) Bethina Schwartz Role: owner, Wood Ancher Inc.

"FLYING CHURCH"

Use 2
6+ ft. spacing of twenty tables & 4 seats = 80 potential outdoor customers
(none indoors)



UMBRELLA
FENCE

DUMPSTERS

PARKING

PRARIE WHALE
178 Main St.

GARDEN BEDS

DRINEWAY

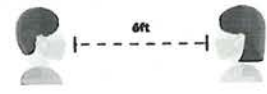
MAIN STREET



Welcome

Please know that we take our responsibility to keep Massachusetts safe very seriously. Be assured we have taken the following steps to comply with state mandatory safety standards for workplaces:

Workers are wearing face coverings and we've put social distancing measures in place



We provide hand washing capabilities and we are regularly sanitizing high-touch areas



Our staff has received training regarding social distancing and hygiene protocols



We have established thorough cleaning and disinfecting protocols



We ask you to do your part as well by wearing your face mask and maintaining social distance. Thanks—and we hope to see you again soon.

Signature

COVID-19 Control plan



All businesses in the state of MA must develop a written control plan outlining how its workplace will comply with the mandatory safety standards for operation in the COVID-19 reopening period. This template may be filled out to meet that requirement. Control plans **do not** need to be submitted for approval but must be kept on premise and made available in the case of an inspection or outbreak.

All individually listed businesses must complete a control plan, even if the business is part of a larger corporation or entity.

BUSINESS INFORMATION | please provide the following information _____

Business name: Prarie Whale/Wood Anchor Check if part of a larger corporation
 Address: 178 Main St, Great Barrington
 Contact information (Owner/Manager): Mark Firth / Bethina Schwartz
 Contact information (HR representative), if applicable: n/a
 Number of workers on-site: Under 20

SOCIAL DISTANCING | check the boxes to certify that you have: _____

- Ensured that all persons, including employees, customers, and vendors remain at least six feet apart to the greatest extent possible, both inside and outside workplaces
- Established protocols to ensure that employees can practice adequate social distancing
- Posted signage for safe social distancing
- Required face coverings or masks for all employees
- Implemented additional procedures. Please describe them here: made tape markings on porch for social distancing references

HYGIENE PROTOCOLS | check the boxes to certify that you have: _____

- Provided hand washing capabilities throughout the workplace
- Ensured frequent hand washing by employees and provided adequate supplies to do so
- Provided regular sanitization of high touch areas, such as workstations, equipment, screens, doorknobs, restrooms throughout work site
- Implemented additional procedures. Please describe them here: set up additional hand sanitizing stations