

Mark Pruhenski
Town Manager

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Great Barrington, MA 01230

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TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

Selectboard Meeting via Zoom and in person at 334 Main Street Great Barrington MA
Order of Agenda for Monday, June 26, 2023, at 6:00 PM

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84727797185?pwd=NDFRUjFITE12eDN3bE5LaTNBQ0RmZz09>

Webinar ID: 84727797185

Dial-in, audio-only: (929) 205 6099

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and Governor Healey's March 29, 2023 Revised Order extending remote participation by all members in any meeting of a public body, this meeting of the Selectboard will be conducted both in-person and via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on town's website, at www.townofgb.org. For this meeting, members of the public and committee members may attend the meeting in person, or, for those who wish to do so remotely may by following the instructions at the top of this agenda. For those who are not in-person every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means.

1. CALL TO ORDER SELECTBOARD REGULAR MEETING
2. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS
3. TOWN MANAGER'S REPORT
 - a. Interim Library Director and Interim Assistant Library Director
 - b. Fire Chief Appointment
4. LICENSES AND PERMITS (*Discussion Vote*)
(*The Board reserves the right to pass over any agenda item when no applicant or representative is present*)
 - a. David Isby for WSBS Radio, requesting 7-One Weekday Entertainment Licenses for their Annual Sounds of Summer Event held at the VFW, 800 Main Street for July 11; July 18; July 25; August 1; August 8; August 15; and August 22, 2023 from 6:00 PM to 8:00 PM
 - b. J Joshua Kelleher of JJK Productions LLC of 118 Lee Street East Longmeadow MA for 3-one day Entertainment Licenses for a concert series on July 8, July 22 and August 26 at Ski Butternut 380 State Road Great Barrington MA 01230 from 4:00 PM to 10:00 PM.
 - c. J Joshua Kelleher of JJK Productions LLC of 118 Lee Street East Longmeadow MA for 3-one day Beer and Wine Licenses for the, above mentioned, concert series on July 8, July 22 and August 26 at Ski Butternut 380 State Road Great Barrington MA 01230 from 4:00 PM to 10:00 PM.

5. NEW BUSINESS (*Discussion/Vote*)

(The Board reserves the right to pass over any agenda item when no applicant or representative is present)

- a. Annual Reappointments
- b. Housatonic Water Works–Temporary relief for residents/customers
- c. Host Community Agreements–Calyx (D2N2, LLC)
- d. Library Services for Non-Certified Libraries–Recommendation to Library Trustees
- e. Approve Year-end Budget Transfer Requests
- f. Ratify Union Contracts for 3-Town Departments for 3-Years

(Department of Public Works, Libraries, Police Department. FY24, FY25, FY26)

6. CITIZEN SPEAK TIME

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

7. SELECTBOARD’S TIME

8. MEDIA TIME

9. ADJOURNMENT

NEXT SELECTBOARD MEETING

July 10, 2023 and July 24, 2023



Mark Pruhenski, Town Manager

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



TOWN OF GREAT BARRINGTON
Temporary Weekday Entertainment License Application
\$25.00 per day

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: David Isby

Business/Organization: WSBS Radio

D/B/A (if applicable): _____

Address: 425 Stockbridge Rd

Mailing Address: Great Barrington, MA 01230

Phone Number: 413-528-0860

Email: david.isby@townsquaremedia.com

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

Live band with up to 8 pieces, including singers Public Show

Other (please explain) _____

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): V.F.W., 800 Main St.,
Great Barrington, MA 01230

Date(s) of Entertainment*: 7/11, 7/18, 7/25, 8/1, 8/8, 8/15, + 8/22/2023
***Does not include SUNDAY**

Start & End Times of Entertainment: 6P-8P

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.

David Isby
Signature of Individual or Corporate Officer

6/13/2023
Date

20-1647327
SS# or FID#

TOWN USE ONLY:

DRT Review with Conditions: _____

APPROVAL DATE: _____

LICENSE # _____

2023 "Sounds of Summer"
agreement between

Great Barrington V.F.W. & WSBS Radio

The Great Barrington V.F.W. agrees...

- To give WSBS the use of your grounds located at 800 Main Street, Great Barrington, ont eh following Tuesday's in July & August (7/11, 7/18, 7/25, 8/1, 8/8, 8/15 & 8/22)
- To waive the \$75.00 V.F.W. Vendor Fee on dates listed above between 6-8PM
- To stake/display at the front of the V.F.W. property (near Route 7), a sign/banner provided by the radio station throughout the summer.
- To let WSBS install additional signage/banners/posters, etc to be placed on property at various locations and to be removed at the conclusion of each concert.
- To let visitors/concert goers to park on the grass in the front area near the VFW sign and continuing back as necessary. Additional parking on the left side grassy area would be made available (if needed).
- To provide a minimum of four (4) 55-gallon drum trash barrels
- To provide their sound stage for bands to use during above dated events

WSBS Radio agrees...

- To provide vehicle parkers (Yankee Street Rods)
- To provide two (2) additional porta-potties on Sounds of Summer evenings.
- To cleanup grounds after each event.
- Mention the VFW in all promotional announcements (live & pre-recorded) from June through August 2023.
- Allow the V.F.W. provide food **IF** our vendors do not appear in any given week

//////////

Dave Isby/GM WSBS

Date

Representative of V.F.W.

Date

5/24/2017

Google Maps Veterans of Foreign Wars



Imagery ©2017 Google, Map data ©2017 Google 50 ft



Veterans of Foreign Wars

4.0 ★★★★★ · 2 reviews

Veterans Organization

📍 800 Main St, Great Barrington, MA 01230

☎ (413) 528-9701

[Add missing information](#) 🛠

[Review summary](#)



TOWN OF GREAT BARRINGTON
Annual Weekday Entertainment License Application
(INDOOR ONLY)
\$25.00

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: Joshua Kelleher

Business/Organization: JJK Productions LLC

D/B/A (if applicable): _____

Address: 118 Lee St East Longmeadow MA 01028

Mailing Address: 118 Lee St East Longmeadow MA 01028

Phone Number: 413-330-9367

Email: Josh@JJKproductions.com

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

Live band with up to 8 pieces, including singers Public Show

INCLUDES: Live music Recorded music Dancing by entertainers/ performers

Dancing by patrons Amplification system Theatrical exhibition

Floorshow Play Moving picture show Light show Jukebox

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

X NO

Exact Location of Entertainment (include sketch): Base of beginner slope, next to rental shop

Days of Entertainment*: 7/8/23, 7/22/23, 8/26/23
*Does not include SUNDAY

Start & End Times of Entertainment: 4:00pm to 10:00pm

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.

In the event of a change in type of entertainment or hours/days different than indicated above, a new application will be required and a new license will be issued.

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.

[Signature]
Signature of Individual or
Corporate Officer

5/15/23
Date

TOWN USE ONLY:

DRT Review with Conditions: _____

APPROVAL DATE: _____ LICENSE # _____



Josh Kelleher
JJKProductions.com
413-330-9367



Ski Butternut
380 State Rd
Great Barrington, MA 01230

Town of Great Barrington
334 Main St
Great Barrington, MA 01230

5/10/2023

To Whom it May Concern,

I am writing to confirm that Ski Butternut is aware of and allowing JJK Productions to host a summer concert series on our grounds on the following dates; 7/8/2023, 7/22/2023 and 8/26/2023 between the hours of 4 PM and 10:30 PM.

If you have any questions, please contact me at (413) 528-2000, ext. 261.

Thank you,

Sarah Curtiss
Events Coordinator
Ski Butternut

(413) 528-2000, ext 261
scurtiss@skibutternut.com

Fee: \$25.00 (per day)



APPLICATION FOR ONE DAY LIQUOR LICENSE

TO THE LICENSING AUTHORITY:

The undersigned hereby applies for a License in accordance with the provisions relating thereto:

Applicant's Name: Josh Kelleher

Organization Name: JJK Productions

Applicant's Address: 118 Lee St E. Longmeadow MA 01028

Telephone Number: 413-330-9367

Type of License: ONE DAY BEER & WINE ONE DAY ALL ALCOHOLIC
(Circle one)

Event: Summer Stage at Ski Butternut

Date: 7/8/23-7/22/23-8/24/23 Start Time: 4:00 pm End Time: 10:00 pm

Event Address: 380 State Rd Great Barrington MA 01230

Is the Event on Town property? YES NO

PLEASE ATTACH THE FOLLOWING TO YOUR APPLICATION:

1. TIPS or ServSafe Alcohol certification for anyone serving alcohol.
2. Certificate of Insurance showing proof of Liquor Liability coverage.
(If the event is on Town property, the certificate must name the Town of Great Barrington as additional insured.)
3. If the event is not on applicant's property, a letter of permission from the owner is required.

Liability: The below individual agrees to take responsibility for the above-noted event and further agrees to indemnify, save harmless, and defend the Town of Great Barrington, its officers, employees and agents, from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may occur in connection with this event.

[Signature]
Signature of Applicant

6/7/23
Date

FOR TOWN USE:

Approved _____

Denied _____

Postponed _____



Ski Butternut
380 State Rd
Great Barrington, MA 01230

Town of Great Barrington
334 Main St
Great Barrington, MA 01230

5/10/2023

To Whom it May Concern,

I am writing to confirm that Ski Butternut is aware of and allowing JJK Productions to host a summer concert series on our grounds on the following dates; 7/8/2023, 7/22/2023 and 8/26/2023 between the hours of 4 PM and 10:30 PM.

If you have any questions, please contact me at (413) 528-2000, ext. 261.

Thank you,

Sarah Curtiss
Events Coordinator
Ski Butternut

(413) 528-2000, ext 261
scurtiss@skibutternut.com

Selectboard Meeting Packet for June 26, 2023
 Item 5. a. Annual Selectboard Reappointments

Members Name	Full or Associate Member	Term Limits	New Term End Date	Appointing Authority
Affordable Housing Trust		2 Years		Selectboard
Bill Cooke	Member	2	2025	Yes
Fred Clark	Member	2	2025	Yes
Garfield Reed	Member and Selectboard Rep	2	2025	Yes
Agricultural Commission		3 Years		Selectboard
Ambrose Clausen	Associate	1	2024	Yes
Vivian Orłowski	Member	3	2026	Yes
Krysia Kurzyca	Member	3	2026	Yes
Conservation Commission		3 Years		Selectboard
Michael Lanoue	Member	3	2026	Yes
Cultural Council		3 Years		Selectboard
Elissa Haskins-Vaughan	Member	3	2026	Yes
Design Advisory Committee				Selectboard
Jennifer Clark	Member	3	2026	Yes
Fence Viewer				Selectboard
Kurt Barbieri	Member	1	2024	Yes
Bernard Drew	Member	1	2024	Yes
Historic District Commission				Selectboard
Abby Schroeder	Member	3	2026	Yes
Fred Clark	Member	3	2026	Yes

EXECUTIVE SUMMARY

TITLE: Housatonic Water Works – Financial Relief for Housatonic Residents and Businesses

BACKGROUND: The Housatonic Water Works Co. (HWW) is a privately owned utility, regulated by the Massachusetts Department of Public Utilities (DPU) and the Massachusetts Department of Environmental Protection (DEP). HWW serves roughly 1,400 residential and commercial customers through 849 service connections in the Village of Housatonic and portions of Stockbridge and West Stockbridge.

Thanks to the efforts of Representative Pignatelli and Senator Hinds, Great Barrington will receive a total of \$250,000 in relief funding that Chapter 268 of the Acts of 2022 included. In December of 2022, we submitted an application to DEP requesting a transfer of that funding and expect it to become available very soon.

While we await the arrival of this funding, the Selectboard should begin to strategize how it would like to proceed with providing relief to HWW customers.

Staff considered a few options including providing 5-gallon water jugs to residents during the most challenging summer weeks/months when manganese levels tend to spike, purchasing and providing a water filling station for residents, and providing small grants to property owners for the installation of water filtration systems.

RECOMMENDATION: After careful consideration of the above noted options, staff recommends the following approach be considered:

Offer grants of up to \$500 per property for the installation of water filtration systems. This funding would be provided to a Housatonic property owner or tenant (with written permission from the property owner) as a reimbursement once the installation is completed by a licensed plumbing contractor and proof of installation and inspection (if applicable) has been submitted to the town (retroactive to January 1, 2018). This would allow us to provide funding to 500 property owners or tenants. The program would remain in place until the funds are exhausted.


It's unclear how many property owners are directly impacted and how many will install water filtration systems at this time.

If after 6 months from program launch, funding remains available, the Selectboard should re-visit this discussion and consider providing additional funding to approved applicants.

FISCAL IMPACT: None. Funding was provided by the State of Massachusetts. Costs to local taxpayers are limited to staff time spent managing the program.

PREPARED AND APPROVED BY:

DATE:



Mark Pruhenski/Town Manager

5/30/2023

GREAT BARRINGTON AND

D2N2, LLC

HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this 21 day of June, 2018 by and between D2N2, LLC, a Massachusetts limited liability company and, any successor in interest, doing business as Calyx Berkshire Dispensary, with a principal office address of P.O. Box 343, Otis, Massachusetts 01253 (the "Company"), and the Town of Great Barrington, acting by and through its Selectboard, in reliance upon all of the representations made herein, a Massachusetts municipal corporation with a principal address of 334 Main Street, Great Barrington, Massachusetts 01230 (the "Town").

WHEREAS, the Company wishes to locate an Adult-Use Marijuana Retail Establishment (the "Establishment") for the retail sale of adult-use marijuana and marijuana products at a facility with one thousand nine hundred (1,900) square feet of operation, located at 307 Main Street, Great Barrington, Massachusetts 01230, as shown as Assessor's Map 19, Parcel 131 (the "Facility"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00 and such approvals as may be issued by the Town in accordance with its Zoning Bylaws and other applicable local regulations; and

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

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

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

1. **Recitals**

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

2. **Annual Payments**

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of an Establishment, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said

matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the Facility in the Town, then the Company agrees to provide the following Annual Payments.

A. Community Impact Fee

The Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay an annual community impact fee to the Town, in the amount and under the terms provided herein (the "Annual Community Impact Fee").

1. Company shall annually pay an Annual Community Impact Fee in an amount equal to three percent (3%) of gross revenue from marijuana and marijuana product sales at the Establishment.
2. The Annual Community Impact Fee shall be made quarterly per the Town's fiscal year (July 1- June 30) and is payable no later than the twentieth (20th) day following the end of the quarter. The Annual Community Impact Fee for the company's first quarter of operation shall be prorated if the company is open for a portion of that quarter. The Annual Community Impact Fee payment shall continue for a period of five (5) years. At the conclusion of each of the respective five (5) year terms, the parties shall negotiate a new Annual Community Impact Fee; provided however, that the Annual Community Impact Fee shall not be reduced below the amount set forth above; provided further however, that if the law is amended to allow a community impact fee greater than three percent (3%) of gross revenue, the parties shall negotiate a new Annual Community Impact Fee prior to the respective five (5) year term.
3. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments for road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.
4. The term "gross revenue" referenced above shall mean the total of all sales transactions of the Facility without limitation, whether wholesale or retail, and shall include but not be limited to all sales occurring at the Facility, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility.

B. Legal Fees

The Company understands it is under no legal obligation to pay the Town's fees or costs in connection with the legal fees associated with the drafting and negotiating of this Agreement, however, understanding that the Town is incurring legal expenses associated with this Agreement, as a part of the Company's desire to foster a good relationship with the Town and its residents, as well as to independently affirm its status as a good corporate citizen and neighbor, the Company elects, in addition to the Annual Community Impact Fee, to deposit an initial amount of \$5,000, to be deposited into an escrow account for purposes of covering legal expenses associated with this Agreement, with any unpaid balance to be paid by the Company, or unused funds to be returned to the Company.

C. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's building permit and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Facility Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable consulting costs and fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility.
3. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with ten (10) days of the date they are due, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.

D. Annual Charitable/Non-Profit Contributions

The Company, in addition to any funds specified herein, shall annually contribute to public local charities/non-profit organizations for health, wellness, and/or substance abuse education programs in the Town an amount no less than ten thousand dollars (\$10,000), said charities/non-profit organizations to be determined by the Company in its reasonable discretion (the “Annual Charitable/Non-Profit Contribution”). The Annual Charitable/Non-Profit Contribution shall be made annually beginning on the first anniversary following the commencement of operations, and shall continue for the term of this Agreement.

E. Annual Reporting for Host Community Impact Fees

The Company shall submit annual financial statements to the Town within thirty (30) days after June 30 of each year, the close of the Town’s fiscal year, with a certification of its annual sales. The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility

During the term of this Agreement and for three years following the termination of this Agreement the Company shall agree, upon request of the Town to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company’s financial records for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company’s books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company’s normal business activities.

3. Local Vendors and Employment

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

4. Local Taxes

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

5. Security

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

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

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

6. Community Impact Hearing Concerns

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

7. Required Signage

The Company agrees to post clear and visible signage inside the Facility which establishes that adult-use marijuana is not legal in all states and that it may be illegal to transport marijuana or cannabis infused products outside of Massachusetts.

8. Additional Obligations

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

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

9. Re-Opener/Review

The Company or any "controlling person" in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Town notice and a copy of any other Host Community Agreement entered into for any Establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for an Establishment with another municipality in the Commonwealth that contains financial terms resulting in payments of a Community Impact Fee totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the Town pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality.

10. Support

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

11. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Facility in the Town.

12. Successors/Assigns

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

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

13. Notices

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

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

To Licensee: D2N2, LLC
d/b/a Calyx Berkshire Dispensary
307 Main Street
Great Barrington, MA 01230

14. Severability

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

15. Governing Law

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

16. Entire Agreement

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

17. Amendments/Waiver

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

18. Headings

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

19. Counterparts

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

20. Signatures.

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

21. No Joint Venture

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

22. Nullity

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

23. Indemnification

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

24. Third-Parties

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

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

TOWN OF GREAT BARRINGTON



Stephen Bannon
Chair, Selectboard
On behalf of the
Town of Great Barrington

D2N2, LLC



Donna Norman
Title CEO
On behalf of D2N2, LLC, d/b/a
Calyx Berkshire Dispensary

FIRST AMENDMENT TO THE HOST COMMUNITY AGREEMENT

Between

Town of GREAT BARRINGTON, Massachusetts

And

D2N2, LLC d/b/a Calyx Berkshire Dispensary

HOST COMMUNITY AGREEMENT

This AMENDMENT (“Amendment”) is entered into this ___ day of _____, 2023 by and between D2N2, LLC, a Massachusetts limited liability company, for itself and any successor in interest, doing business as Calyx Berkshire Dispensary, with a principal office address of 307 Main Street, Great Barrington, Massachusetts 01230 (the “Company”) and the Town of Great Barrington, acting by and through its Selectboard, in reliance upon all of the representations made herein, a Massachusetts municipal corporation with a principal address of 334 Main Street, Great Barrington, Massachusetts 01230 (the “Town”).

RECITALS

WHEREAS, The Parties executed a Host Community Agreement on June 21, 2018 (the “HCA”) pertaining to the Company’s desire to locate an Adult Use Marijuana Establishment for retail sale of marijuana at a facility with two thousand three hundred ten (2,310) square feet of operation, located at 307 Main Street, Great Barrington, Massachusetts 01230 (the “Facility”), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to, 935 CMR 500.00 and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations;

WHEREAS, the Parties seek to amend certain terms of the HCA; and

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

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

I. Section 2(A) of the HCA, Community Impact Fee, is amended to read as follows:

A. Community Impact Fee

The Town may incur additional expenses and impacts on the Town of Great Barrington’s road and other infrastructure system, law enforcement, fire protection services, and inspectional services, as well as unforeseen impacts on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay an annual Community Impact Fee to the Town when requested in writing by

the Selectboard, provided, however, such request and payment shall comply with the following terms and conditions:

1. Annually, within 30 days of the date of the annual renewal of a final license to operate the Facility, the Selectboard may assess a Community Impact Fee upon the Company by sending a written invoice to the Company. The Company shall annually provide written notice to the Town within ten days of the license renewal by the Cannabis Control Commission. The Community Impact Fee shall reasonably relate to all costs imposed upon the Town by the operation of the Facility in the prior license year period. Along with the invoice, the Town shall provide documentation required pursuant to G.L. c.94G, §3(d)(2)(iii).
 2. The amount of the Community Impact Fee shall not exceed three (3) per cent of the gross sales at the Facility pursuant to its Marijuana Retailer License. If the Community Impact Fee assessed in the invoice exceeds said three (3) per cent of gross sales for the year in which the Community Impact Fee relates, the Company shall submit financial statements documenting its gross sales for the period in question to the Town within 30 days of receipt of the invoice as provided in Section 2(A)(1) of this Agreement.
 3. Objections to documented costs invoiced by the Town, including objections as to whether any estimates or other assertions of costs are reasonably related to costs imposed upon the Town, must be provided in writing, within 30 days of receipt of the invoice and documented costs, or said objections shall be waived by the Company. If the Company submits an objection, the Parties shall engage in good faith negotiations, for a period of at least thirty (30) days, to resolve the objection and agree upon the amount of the Community Impact Fee. If the Parties are unable to resolve the objection, they may exercise their rights under the Agreement and at law.
 4. Payment of the annual Community Impact Fee shall be made within 45 days of receipt of the invoice or revised invoice, where applicable. If there is an objection, payment of the undisputed amount shall be made within said 45 days.
 5. The annual Community Impact Fee shall continue for a period of eight (8) years from the date operation of the Facility began, unless a longer period is allowed by law, whether by amendment of G.L. c.94G, §3 or otherwise.
- II. Section 2(C)(3) of the HCA, Other Costs, is stricken in its entirety;
- III. Section 2(C)(4) of the HCA, Late Payment Penalty, is stricken in its entirety;
- IV. Section 2(D) of the HCA, Annual Charitable/Non-Profit Contributions, is stricken in its entirety;
- V. Section 9 of the HCA, Re-Opener/Review, is stricken in its entirety;

VI. Section 11 of the HCA, Term, is amended to read as follows:

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

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

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

TOWN OF GREAT BARRINGTON

D2N2, LLC

d/b/a CALYX BERKSHIRE DISPENSARY

Stephen Bannon
Chair, Selectboard
On behalf of the
Town of Great Barrington

Donna Norman
Manager
on behalf of D2N2, LLC d/b/a
Calyx Berkshire Dispensary

EXECUTIVE SUMMARY

TITLE: Library Services for Town of Alford Residents

BACKGROUND: The Town of Alford has historically entered into a memorandum of understanding (MOU) each year with the Town of Great Barrington for library services. That agreement provides residents of their town with full access to borrowing library materials and other library privileges under the Inter-Library Loan System at both the Mason and Ramsdell. In exchange for that service, Great Barrington received a total of \$1,700 in FY22 and \$1,900 in FY23.

On April 4th of this year, I sent an email to the Town of Alford requesting a meeting to discuss a renewal of that agreement for the upcoming fiscal year. Both individuals on the email were aware of the incoming request since I discussed it with each of them by phone in the weeks/months prior.

Below is a verbatim copy of the email dated 4-4-23:

Good Morning Roxanne and Peter,

I'm just circling-back to this topic to see if we can find a time to meet and discuss a renewal for our annual library agreement. As discussed when we spoke by phone, we'd like to see the Town of Alford make a more significant contribution to our libraries in the coming year(s). I'll drop a summary below.

The total operating budget for the GB Libraries in FY24 is \$625,666. In addition, we have several capital improvements underway including the replacement of our HVAC system, alarms and panels, a replacement boiler, ADA access improvements, etc. just to name a few.

Last year, the town of Alford contributed \$1,900 under the terms of our agreement.

We priced out two models, and we're happy to consider other models if you have any ideas, but both models below show that the current agreement has significant room for improvement.

Population Model: *GB has roughly 7,000 residents. Alford has roughly 500 residents. When combined, Alford makes up 6.6% of our population. 6.6% of our operating budget alone (without any consideration of the capital needs required to maintain our libraries) totals \$41,293.*

Patron Model: *After a quick review of our library cards, there are roughly 5,394 GB residents with active library cards. We have located an additional 92 active library cards for Alford residents. This Alford number does not include any Alford residents using GB addresses or GB PO Boxes, so we suspect there are more than 92, but we're using 92 as a conservative estimate. Using these figures, Alford accounts for 1.7% of our active library cards. 1.7% of our library operating budget (again, no consideration for capital), is \$10,636.*

Please let me know if you'd like me/us to come and discuss this with your board at some point. I'm copying our Library Director Samara Klein on this email as well.

Looking forward to hearing back from you soon.

Best, Mark

I did not receive a written response to this email, however, I did hear from a Selectboard member by phone informing me that the board voted not to renew the agreement for FY24 at a posted public meeting on March 13th.


A posted copy of the Town of Alford Selectboard minutes from that date notes the following:

Library Services: Mr. Puciloski met with Mark Pruhenski regarding the agreement Alford has with Great Barrington for using their Library. Mr. Pruhenski indicated the assessment for FY 2024 would go from \$1900 to \$10,000. Since Great Barrington is a public library, we are under no obligation to pay for library services since the Great Barrington Library receives public funds. The Town of West Stockbridge is happy to have Alford residents use their library for no fee. If the Town of Alford wants to donate to the "Friends of the West Stockbridge Library" it would be appreciated. Ms. Henden-Wilson suggested we talk to Alise Drury, Alford's Librarian to see how the two libraries can work together.

RECOMMENDATION: Since libraries in certified municipalities are not required to extend reciprocal library services, beyond in-library use of their materials, to residents of noncertified municipalities (605 CMR 4.01 (6b)), we respectfully request that the Board of Library Trustees vote this evening to deny borrowing privileges to residents from the Town of Alford, effective immediately and until such time that we have an agreement in place to provide these services.

FISCAL IMPACT: None.

PREPARED BY:



Mark Pruhenski/Town Manager

DATE:

6/14/2023

APPROVED BY:

Stephen Bannon/Chairman, on behalf of the Selectboard

6/26/2023

**TOWN OF GREAT BARRINGTON MASSACHUSETTS
FINANCE COMMITTEE MEETING AGENDA**

Wednesday June 21, 2023 at 6:00 PM

REMOTE MEETING VIA ZOOM

Please click the link below to join the Zoom Webinar:

<https://us02web.zoom.us/j/86590823213>

Webinar ID 865 9082 3213

Dial in, (audio only): 929 205 6099 (if dialing in: *6 - mute/unmute. *9 - raise hand)

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and Governor Healey's March 29, 2023 Revised Order extending remote participation by all members in any meeting of a public body, this meeting of the Great Barrington Finance Committee 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.

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.

1. Call to Order and roll call vote
2. Committee Member announcements or statements
3. Town Manager Update
4. Discussion of Reserve Fund and/or year-end budget transfer requests - vote to approve.
5. Citizen Speak Time
6. Media Time
7. Adjournment

Joe Aberdale
DPW Superintendent
E-mail: jaberdale@townofgb.org
www.townofgb.org



Town Hall, 334 Main Street
Great Barrington, MA 01230
Telephone: (413) 528-0867x1

**TOWN OF GREAT BARRINGTON
MASSACHUSETTS**

DEPARTMENT OF PUBLIC WORKS

YEAR END TRANSFER REQUEST

June 6th, 2023

TO: Finance Committee
FROM: Joe Aberdale, DPW Superintendent
RE: Payroll to Expense Transfer

I respectfully request a transfer from the Highway Overtime Account to the Buildings & Grounds Overtime Account FY23

	ACCOUNT NAME	ORG	OBJ	AMOUNT
From:	Overtime Highway	01422	51301	\$4,000.00
To:	Overtime Buildings & Grounds	01192	51301	\$4,000.00

Department Head Signature: _____

Date: 6/8/2023

Town Accountant: _____

Date: 6/12/23

Town Manager: _____

Date: 6/12/23

Finance Committee:

Selectboard:

Joe Aberdale
DPW Superintendent
E-mail: jaberdale@townofgb.org
www.townofgb.org



Town Hall, 334 Main Street
Great Barrington, MA 01230
Telephone: (413) 528-0867x1

**TOWN OF GREAT BARRINGTON
MASSACHUSETTS**

DEPARTMENT OF PUBLIC WORKS

PAYROLL TO EXPENSE TRANSFER REQUEST

June 6th, 2023

TO: Finance Committee
FROM: Joe Aberdale, DPW Superintendent
RE: Payroll to Expense Transfer

I respectfully request a transfer from the specified payroll accounts to the chemical/supplies account. The payroll surplus was generated by positions vacant for a portion of FY23

	ACCOUNT NAME	ORG	OBJ	AMOUNT
From:	Superintendent	60442	51133	\$2,090.00
	Mechanic	60442	51134	\$14,600.00
	Plant Operator	60442	51140	\$20,400.00
To:	Chemicals/Supplies	60442	55800	\$37,090.00

Department Head Signature: _____

Date: 6/6/23

Town Accountant: _____

Date: 6/6/23

Town Manager: _____

Date: 6/6/23

Finance Committee:

Selectboard:

Joe Aberdale
DPW Superintendent
E-mail: jaberdale@townofgb.org
www.townofgb.org



Town Hall, 334 Main Street
Great Barrington, MA 01230
Telephone: (413) 528-0867x1

**TOWN OF GREAT BARRINGTON
MASSACHUSETTS**

DEPARTMENT OF PUBLIC WORKS

PAYROLL TO EXPENSE TRANSFER REQUEST

May 25th, 2023

TO: Finance Committee
FROM: Joe Aberdale, DPW Superintendent
RE: Payroll to Expense Transfer

I respectfully request to transfer funds from the specified Building & Grounds Payroll accounts to the specified Highway expense accounts.

	ACCOUNT NAME	ORG	OBJ	AMOUNT
From:	CREW LEADER	01192	51106	\$10,000.00
	LABORER OPERATOR	01192	51137	\$52,000.00
			SUB-TOTAL	\$62,000.00
To:	STREET LIGHTS	01422	52110	\$6,500.00
	GAS & DIESEL	01422	54810	\$12,000.00
	STREET MAINTANENCE & REPAIRS	01422	52490	\$43,500.00
			SUB-TOTAL	\$62,000.00

Department Head Signature: _____

Date: 5/25/2023

Town Accountant: _____

Date: 6/6/23

Town Manager: _____

Date: 6/6/23

Finance Committee:

Selectboard:

Joe Aberdale
 DPW Superintendent
 E-mail: jaberdale@townofgb.org
www.townofgb.org



Town Hall, 334 Main Street
 Great Barrington, MA 01230
 Telephone: (413) 528-0867x1

**TOWN OF GREAT BARRINGTON
 MASSACHUSETTS**

DEPARTMENT OF PUBLIC WORKS


PAYROLL TO EXPENSE TRANSFER REQUEST

May 25, 2023

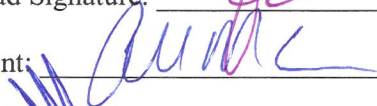
TO: Finance Committee
 FROM: Joe Aberdale, DPW Superintendent
 RE: Payroll to Expense Transfer

I respectfully request to transfer funds from the specified Highway Payroll accounts to the specified Highway Accounts to partially cover some expense overruns.

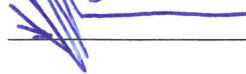
	ACCOUNT NAME	ORG	OBJ	AMOUNT
From:	DPW SUPERINTENDENT	01422	51110	\$2,600.00
	ADMINISTRATIVE ASSISTANT	01422	51113	\$250.00
	MECHANIC	01422	51134	\$1,250.00
	WORKING FOREMAN	01422	51135	\$1,380.00
	LABORER/DRIVER	01422	51136	\$3,250.00
	EQUIPMENT OPERATOR	01422	51139	\$2,000.00
			SUB-TOTAL	\$10,730.00
To:	STREET LIGHTS	01422	52110	\$10,730.00

Department Head Signature: 

Date: 6/8/2023

Town Accountant: 

Date: 6/8/23

Town Manager: 

Date: 6/8/23

Finance Committee:

Selectboard:

Paul E. Storti
Chief of Police

Selectboard Meeting Packet for June 26, 2023
Item 5. e. Approve Year-end Budget Transfer Requests



YEAR-END TRANSFER # 5

465 Main Street
Great Barrington, MA 01230

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

TOWN OF GREAT BARRINGTON MASSACHUSETTS

POLICE DEPARTMENT

June 7, 2023

TO: Town Accountant
FROM: Police Department
RE: Department Budget Transfer Request

I request that you transfer the following budget amount within the Police Department. We have uniform allowance money left that we would like to transfer to the uniform line to use towards our new hires uniform/equipment.

	<u>ORG.</u>	<u>OBJ.</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
FROM:	01210	51920	Uniform Allowance	\$3375.00
TO:	01210	55840	Uniforms	\$3375.00

Details: Funds are available for transfer. See attached YTD budget to actual report.

Department Head Signature: P. Storti Date: Jun 7, 2023

Town Accountant: [Signature] Date: 6/8/23

Town Manager: [Signature] Date: 6/8/23

Finance Committee:

Selectboard:



Town Hall, 334 Main Street
Great Barrington, MA 01230

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

**TOWN OF GREAT BARRINGTON
MASSACHUSETTS**

Year-End Transfer

TO: Town Accountant

RE: FY23 Year-end transfers, Council on Aging, Van Drivers

I request that you transfer the following budget amounts within my department

	<u>ACCOUNT NAME</u>	<u>ORG.</u>	<u>OBJ.</u>	<u>AMOUNT</u>
From Account:	Elderly Transportation	01541	52700	\$9,049
To Account:	Van Drivers	01541	51109	\$9,049

Department Head Signature: Joan Peters AMC Date: 6/20/23

Town Accountant: [Signature] Date: 6/20/23

Town Manager: [Signature] Date: 6/20/23

Approved:

Finance Committee:

Selectboard:



Town Hall, 334 Main Street
Great Barrington, MA 01230

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

TOWN OF GREAT BARRINGTON MASSACHUSETTS

June 14, 2023

TO: Town Accountant

FROM: Assistant Town Manager / Director of Planning and Community Development

RE: FY23 year end transfers, Planning Dept.

	<u>ORG.</u>	<u>OBJ.</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
FROM:	01122	51113	Administration	\$116
TO:	01177	51107	Asst Town Mgr/Planning Director	\$77
	01177	51112	Stipend-Aff Housing	\$39

Assistant Town Manager: [Signature] Date: 6/14/23
 Town Manager: [Signature] Date: 6/14/23
 Town Accountant: [Signature] Date: 6/14/23

Finance Committee:

Selectboard:

Interim Chief James Mead
jmead@townofgb.org
www.townofgb.org



Fire Department, 37 State Road
Great Barrington, MA 01230

Telephone: (413) 528-0788 x 4301
Fax: (413) 528-8315

**TOWN OF GREAT BARRINGTON
MASSACHUSETTS**

Fire Department

Year-end Transfer

June 14, 2023

TO: Selectboard and Finance Committee
FROM: Interim Chief James Mead, Fire Department
RE: Year-end Transfer Request

I am respectfully requesting a transfer of funds from the following line items within my budget. Please see attached for detailed explanation.

	Org	Obj	Account Name	Amount
From:	01220	51127	Overtime	\$ 6,000
To:	01220	52450	Repair/Maintenance	\$ 6,000

Department Head: James A Mead

Date: 6-14-23

Town Accountant: [Signature]

Date: 6/14/23

Town Manager: [Signature]

Date: 6/14/23

Approved:

Finance Committee:

Selectboard:

Executive Summary

June 13, 2023

TO: Selectboard and Finance Committee
FROM: Interim Chief James Mead, Fire Department
RE: Year-end Transfer Request

I respectfully request that \$ 6,000 be transferred within our budget from our (Salaries) Overtime line item to our Repair/maintenance line item. Currently we only have \$230 remaining in our Repair/maintenance budget and have an invoice for \$5,078 for repairs made to Engine # 3 which unfortunately were unforeseen, unplanned expenses.

Engine 3 was leaking fuel which required installation of a new fuel tank. Inflation has caused parts and labor to rise faster than expected. The total cost of the repair \$ 5,078.



Town Hall, 334 Main Street
 Great Barrington, MA 01230

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

**TOWN OF GREAT BARRINGTON
 MASSACHUSETTS**

June 16, 2023

TO: Town Accountant

FROM: Town Manager

RE: FY 23 from Selectboard Administration to Selectboard Advertising and Legal Lines

	<u>ORG.</u>	<u>OBJ.</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
FROM:	01122	52000	Administration	\$11,560
TO:	01122	51200	Advertising	\$8,000
	01122	53020	Legal	\$3,560

\$ 3,560 ***

Details: Funds are available for transfer. See attached YTD budget to actual report.

Department Head: *[Signature]*

Date: 6/20/23

Town Accountant: *[Signature]*

Date: 6/20/23

Town Manager: *[Signature]*

Date: 6/20/23

SB: _____ FC: _____

SB: _____ FC: _____

SB: _____ FC: _____

SB: _____ FC: _____

SB: _____ FC: _____

Joe Aberdale
DPW Superintendent
E-mail: jaberdale@townofgb.org
www.townofgb.org



Town Hall, 334 Main Street
Great Barrington, MA 01230
Telephone: (413) 528-0867x1

TOWN OF GREAT BARRINGTON
MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS


YEAR END TRANSFER REQUEST

June 16th, 2023

TO: Finance Committee
FROM: Joe Aberdale, DPW Superintendent
RE: Department to Department Transfer

I respectfully request a transfer from Buildings & Grounds Custodial Supplies to Parks & Recreation Youth Programming to cover a minor shortfall in the Youth Programming Account.

	ACCOUNT NAME	ORG	OBJ	AMOUNT
From:	B&G Custodial Supplies	01192	54500	\$150.00
To:	Parks & Recreation Youth Programming	01650	57805	\$150.00

Department Head Signature: 

Date: 6/16/2023

Town Accountant: 

Date: 6/20/23

Town Manager: 

Date: 6/20/23

Finance Committee:

Selectboard:

Memorandum of Agreement
By and Between
The Town of Great Barrington
For a Collective Bargaining Agreement with
American Federation Of State, County And Municipal Employees,
AFL-CIO Massachusetts State Council #93, Local #204

February, 2023

The Town of Great Barrington (“Town”) and the American Federation of State, County and Municipal Employees, AFL-CIO Massachusetts State Council (“Union”) agree to extend their July 1, 2020 through June 30, 2023 collective bargaining agreement through June 30, 2026, with the following changes:

1. Duration

(new language underlined, deleted language ~~struck~~)

- a. Amend the cover page to provide for an agreement covering the period from July 1, 2023 through June 30, 2026.
- b. Amend Article 32 by replacing: “~~June 30, 2023~~” with “June 30, 2026”

2. Article 31 – Classification Plan and Pay Rates

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>
FY2024	July 1, 2023	<u>4.0%</u>
FY2025	July 1, 2024	<u>3.0%</u>
FY2026	July 1, 2025	<u>3.0%</u>

(this percent increase does not apply to any other aspect of the CBA)

3. **Article 3 – Union Dues and Initiation Fees**
(new language underlined, deleted language ~~struck~~)
 - a. Amend the first sentence of Article 3 by adding the word “voluntarily” after “shall” and before “tender”.

4. **Article 5 – Grievance and Arbitration Procedure**
(new language underlined, deleted language ~~struck~~)
 - a. Add new “Step 1: Pre-Grievance Meeting” as follows and renumber subsequent Steps:
 - i. “Step 1: Pre-Grievance Meeting: The Union Steward and/or Representative, with or without the aggrieved employee, shall informally meet and present the grievance to the Superintendent of Public Works and/or Town Manager in an effort to resolve the controversy prior to formally presenting the grievance at Step 2.”
 - b. Amend Article 5 by replacing “~~working days~~” with “**Town Hall working days (i.e., Saturdays, Sundays and legal holidays shall not be counted in the computation of any period of time specified in this Article).**”
 - c. Amend Article 5 by replacing “~~American Arbitration Association~~” with “**Labor Relations Connection**”

5. **Article 8 – Sick Leave**
(new language underlined, deleted language ~~struck~~)
 - a. Amend the first paragraph of Article 8 as follows:
“Sick leave credit will begin the first day of employment. ~~The month in which the employee is employed.~~”
 - b. Amend the sixth paragraph of Article 8 by replacing “~~calendar year~~” with “**fiscal year**” so that the paragraph reads as follows:

“For illness in the immediate family, five (5) days shall be allowed in any one fiscal year; such time will be charged to sick leave.”
 - c. Amend the seventh paragraph of Article 8 as follows:

“The Employer shall not make it a general policy to request medical evidence of illness for periods of absence of less than five (5) consecutive days. ~~Any request for medical evidence for absence for of less than five (5) consecutive days shall be made on an individual basis and as circumstances warrant.~~ **The employer has the right to request medical evidence when an employee misses more than**

three (3) consecutive work days.”

- d. Amend paragraph eleven of Article 8 as follows:

“For those individuals giving less than 120 ~~days notice~~ days’ notice of retirement for health reasons or for reasons beyond their control, the maximum lump sum shall be ~~be~~ be \$9,500.”

6. **Article 9 – Hours of Work**

(new language underlined, deleted language ~~struck~~)

- a. Amend the third paragraph of Article 9 by replacing “~~onehalf~~” with “one-half”
- b. Delete the last paragraph of Article 9:

~~“The forty (40) hour work week for the Wastewater Treatment Plant and Mechanic, Plant Operator, and Assistant Plant Operator shall be arranged in such a manner as to provide necessary coverage on weekends. When working on a Saturday or Sunday as part of the normal 40 hour work week, said employees will be credited compensatory time at the rate of time and one half the hours worked. Employees shall use the compensatory time within sixty (60) days of earning it.”~~

7. **Article 11 – Overtime**

(new language underlined, deleted language ~~struck~~)

- a. Amend the first paragraph of Article 11 as follows:
“Employees covered by this Agreement shall be paid overtime at the rate of and one-half (1 1/2) times his/her regular rate of pay for work in excess of eight (8) hours in one (1) day and forty (40) hours in one (1) week, but without duplication. There shall be no pyramiding of overtime. Hours used for paid leave time off shall count toward hours worked for purposes of computing overtime.”
- b. Amend the second paragraph of Article 11 by replacing “~~two (2) hours pay at time and one half (1 1/2)~~” with “three (3) hours pay at time and one half (1 1/2)”.
- c. Delete the fourth paragraph of Article 11 as follows:
~~“ Any employee scheduled to work, and works, overtime on a weekend at the Wastewater Treatment Plant will be guaranteed a minimum of three (3) hours pay and shall be paid at the rate of time and one half (1 1/2). Any compensatory time will be guaranteed at the same three hour minimum.”~~

8. **Article 12 – Meal Periods**
(new language underlined, deleted language ~~struck~~)
- a. Amend paragraph 2 of Article 12 by replacing “~~he/she~~” with “the employee”.
9. **Article 13 – Holidays**
(new language underlined, deleted language ~~struck~~)
- a. Add Juneteenth to the list of paid holidays
 - b. Amend the listed holidays by changing “~~Columbus Day~~” to “Indigenous Peoples’ Day”
10. **Article 17 – Funeral Leave**
(new language underlined, deleted language ~~struck~~)
- a. Amend the title of Article 18 by changing “~~Funeral Leave~~” to “Bereavement Leave”.
 - b. Amend Article 17 as follows:

“For the purposes of funeral leave only, immediate family shall be as follows:

Spouse, Live-in partner, Child, Step-Child, Foster Child, Adopted Child or Legal Guardianship, Mother, Step-Mother, Father, Step-Father, Sister, Step-Sister, Brother, Step-Brother, Grandparents, and Grandchildren and any individual residing in the employee’s primary residence.

Extended family shall be as follows:

Aunt, Uncle, Brother-In-Law, Sister-In-Law, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, Niece, Nephew.”
11. **Article 18 – Personal Leave**
(new language underlined, deleted language ~~struck~~)
- a. Amend Article 18A as follows:

“Five (5) personal leave days with pay per year shall be granted to each employee for business which cannot be conducted outside the normal working hours. An employee whose start day falls between July 1 and January 1st, shall receive the full balance. An employee whose start date falls between January 2nd and

June 30th will receive leave days on a pro-rated basis.”

12. Article 20 -Uniforms and Protective Clothing

(new language **underlined**, deleted language ~~struck~~)

a. Increase boot stipend from \$300 to **\$350**

b. Uniform Policy

The Union agrees that the Town has satisfied its bargaining obligations for the implementation of a uniform policy and may direct employees to wear uniforms including protective equipment consistent with Great Barrington DPW policy. Such policy may be amended from time to time by the Town with notice to the Union. (This paragraph not to be incorporated into the CBA, but shall live in this MOA.)

13. Article 26 Longevity Plan

(new language **underlined**, deleted language ~~struck~~)

Amend the longevity plan by an increase of \$100 at each level as follows:

~~\$200.00~~ **\$300** on reaching five (5) years of service.

~~\$300.00~~ **\$400** on reaching ten (10) years of service.

~~\$500.00~~ **\$600** on reaching fifteen (15) years of service.

~~\$750.00~~ **\$850** on reaching twenty (20) years of service.

Amend Article 26 as follows:

“Such longevity payments shall be paid ~~in a separate check~~ during the last payroll in November to all eligible employees on the payroll as of November 1.

14. Article 27 – Labor Management Meetings

(new language **underlined**, deleted language ~~struck~~)

Amend Article 27 by replacing it with the following:

“The Union shall designate two (2) employees of the bargaining unit who shall meet with management from time to time **or** at the request of either party during regular work hours.”

15. **Article 34 – Evaluations**
(new language underlined, deleted language ~~struck~~)

Amend the first paragraph as follows:

“As a means to that end, the Town shall annually review the performance of its DPW employees through an employee evaluation instrument. The Town shall endeavor to complete the evaluation during January through March.”

16. **Article 29 – Miscellaneous Provisions**
(new language underlined, deleted language ~~struck~~)

- a. Amend Article 29(7) by increasing the cell phone stipend from “\$100 per year” to “\$200 per year”.

17. **Housekeeping**
(new language underlined, deleted language ~~struck~~)

- a. Replace the pronouns “~~his/her~~” with the neutral pronoun “their.”
- b. Replace the pronouns “~~he/she~~” with “they”


18. **Ratification and Approval:**

This MOA is subject to ratification by the Union, approval by the Select Board and to appropriation of funds by Town Meeting at the next regularly scheduled Town Meeting.


Agreed to this 9th date of February, 2023.

Town of Great Barrington

American Federation of State, County and Municipal
Employees, AFL-CIO Massachusetts State Council
(Department of Public Works)



Mark Pruhenski, Town Manager

 2/10/2023

Memorandum of Agreement

By and Between

The Town of Great Barrington

And

The American Federation of State, County and Municipal Employees,

AFL-CIO Massachusetts State Council (Library Department)

January 18, 2023

The Town of Great Barrington (“Town”) and the American Federation of State, County and Municipal Employees, AFL-CIO Massachusetts State Council (“Union”) agree to extend their July 1, 2020 through June 30, 2023 collective bargaining agreement through June 30, 2026, with the following changes:

1. Duration

(new language underlined, deleted language ~~struck~~)

- a. Amend the cover page to provide for an agreement covering the period from July 1, 2023 through June 30, 2026.
- b. Amend Article 35 by replacing: “~~June 30, 2023~~” with “**June 30, 2026**”

2. Article 3 – Union Dues and Initiation Fees

(new language underlined, deleted language ~~struck~~)

- a. Amend the first sentence of Article 3 by adding the word “**voluntarily**” after “shall” and before “tender”.
- b. Add a new paragraph three, immediately before the “Authorization for payroll deduction” form as follows (new language underlined, deleted language ~~struck~~):

“The Union shall notify the payroll office, within 14 days, when new members join the Union”

3. Article 6 – Grievance and Arbitration Procedure

(new language underlined, deleted language ~~struck~~)

- a. Add new “**Step 1: Pre-Grievance Meeting**” as follows and renumber subsequent Steps:

i. **“Step 1: Pre-Grievance Meeting: The Union Steward and/or Representative, with or without the aggrieved employee, shall informally meet and present the grievance to the Library Director and/or Town Manager in an effort to resolve the controversy prior to formally presenting the grievance at Step 2.”**

b. Amend Article 6 by placing “~~working days~~” with “**Town Hall working days (i.e., Saturdays, Sundays and legal holidays shall not be counted in the computation of any period of time specified in this Article).**”

Amend new Step 5 by replacing “~~American Arbitration Association~~” with “**Labor Relations Connection** .”

4. **Article 10 – Sick Leave [Sick Leave Bank]**
(new language underlined, deleted language ~~struck~~):

Amend the eighth paragraph of Article 10 as follows:

“Any employee who has a serious illness, which allows him/her to work, but uses up the employee’s personal time for doctors’ appointments, shall be allowed to use sick days to attend doctors’ appointments, with **advanced written request to the Town Manager and subject to the approval of the approval of the Town Manager. As part of the advance written request, employees must include a note from their physician.**”

5. **Article 15 – Holidays**
(new language underlined, deleted language ~~struck~~)

a. Add Juneteenth to the list of paid holidays

b. Amend the listed holidays by changing “~~Columbus Day~~” to “**Indigenous Peoples’ Day**”

c. Amend the third paragraph of Article 15 as follows:

“**A holiday which falls on a Saturday shall be celebrated on the Friday immediately preceding the holiday.** A holiday which falls on a Sunday shall be celebrated on the Monday following **the holiday.**”

6. **Article 18 – Funeral Leave**
(new language underlined, deleted language ~~struck~~):

a. Amend the title of Article 18 by changing “~~Funeral Leave~~” to “**Bereavement Leave.**”

- b. Amend Article 18 as follows:

“For the purposes of funeral leave only, immediate family shall be as follows:

Spouse, ~~Domestic Partner~~, Live-in partner, Child, step-child, **foster child, adopted child or legal guardianship**, Mother, step-mother, Father, step-father, step-sister, Sister, step-brother, Brother, Grandparents, ~~and~~ Grandchildren **and any individual residing in the employee’s primary residence**.

Extended family shall be as follows:

Aunt, Uncle, Brother-In-Law, Sister-In-Law, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, **and niece and nephew**.

7. **Article 19 – Personal Leave**

(new language underlined, deleted language ~~struck~~):

- a. Amend Article 19A as follows:

“Five (5) personal leave days with pay per year shall be granted to each employee. **An employee whose start day falls between July 1 and January 1st, shall receive the full balance. An employee whose start date falls between January 2nd and June 30th will receive leave days on a pro-rated basis.**”

- b. Amend Article 19B as follows:

“Personal days must be approved by the Library Director ~~and Town Manager~~ which approval shall not be unreasonably denied.”

8. **Article 21 – Evaluation**

(new language underlined, deleted language ~~struck~~):

Amend the first paragraph as follows:

“The Library Director shall perform an annual evaluation of all employees covered by this contract on a form determined by the Town. **The Town shall endeavor to complete the evaluation during January through March.** The evaluation form shall be filed in the employee’s official personnel file ~~at the Town Manager’s office.~~”

9. **Article 24 – Labor Management Meetings**

(new language underlined, deleted language ~~struck~~):

Amend Article 24 as follows:

The Union shall designate two (2) employees of the bargaining unit who shall meet with the Library Director from time to time or at the request of either party during regular work hours.

**10. Article 27 – Classification Plan and Pay Rates
Market Adjustment**

Modify all employees' hourly rates by adding \$1.00 (one dollar) per hour to the FY2023 hourly rates.

<u>Fiscal Year</u>	<u>Effective Date</u>	<u>Increase</u>
FY2024	July 1, 2023	\$1.00 (one dollar) per hour

11. Article 27 – Classification Plan and Pay Rates

<u>Fiscal Year</u>	<u>Effective Date</u>	<u>Increase</u>
FY2024	July 1, 2023	4.0%
FY2025	July 1, 2024	3.0%
FY2026	July 1, 2025	3.0%

(this percent increase does not apply to any other aspect of the CBA)

12. Article 33 – Longevity Plan

(new language underlined, deleted language ~~struck~~):

Amend the longevity plan by an increase of \$100 at each level as follows:

~~\$200.00~~ \$300 on reaching five (5) years of service.

~~\$300.00~~ \$400 on reaching ten (10) years of service.

~~\$500.00~~ \$600 on reaching fifteen (15) years of service.

~~\$750.00~~ \$850 on reaching twenty (20) years of service.

13. Housekeeping

- a. Replace the pronouns “his/her” with the neutral pronoun “their.”
- b. Replace the pronouns “he/she” with “they.”
- c. Amend paragraph three of Article 11 as follows (new language underlined):

“Full time employees shall work each day with one unpaid hour for lunch.”

14. Article 25 – Miscellaneous Provisions

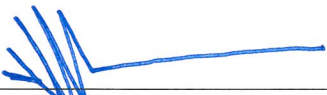
(new language underlined, deleted language ~~struck~~):

Add new Article 25, subsection 6 **“Stipend”**. The stipend provided pursuant to the Side Letter dated September 14, 2020 shall continue as drafted:

“There is \$1,000.00 a year available for a stipend to acknowledge extra work done by full-time Library Supervisors or Coordinators to acknowledge additional programing work. This stipend will be assigned by the Library Director on an annual basis to cover agreed upon work and approved by the Town Manager. The work will be documented and the stipend will be paid upon receipt of a written report on the completed work.”



Agreed to this 18^m date of January, 2023, and subject to ratification by the Selectboard.

Town of Great Barrington



Mark Pruhenski, Town Manager

American Federation of State, County and Municipal
Employees, AFL-CIO Massachusetts State Council
(Library Department)

Christine M. Wynn

Memorandum of Agreement
By and Between
The Town of Great Barrington
For a Collective Bargaining Agreement with
The Massachusetts Coalition of Police, Local 350
June 2023

The Town of Great Barrington (“Town”) and the Massachusetts Coalition of Police, Local 350 (“Union”) agree to extend their July 1, 2020 through June 30, 2023 collective bargaining agreement through June 30, 2026, with the following changes:

1. Article I – Compensation

Amend Article I by removing the fiscal year increases for FY2021 – FY2023 and replacing with the following (such increases shall only apply to Steps 1- 11 and does not apply to Step 0):

<u>Fiscal Year</u>	<u>Effective Date</u>	<u>Increase</u>
FY2024	July 1, 2023	<u>4.0%</u>
FY2025	July 1, 2024	<u>3.0%</u>
FY2026	July 1, 2025	<u>3.0%</u>

(this percent increase does not apply to any other aspect of the CBA)

*Retroactive pay shall only be provided to those individuals who are employees of the Town, in this unit, as of the date of ratification.

2. Article XVI – Miscellaneous (New Section R., Body Worn Cameras)

Add a new Section R as follows:

The Union agrees that the Town has satisfied its bargaining obligations for the implementation of body cameras and may direct officers to utilize body cameras consistent with Great Barrington Police Department policy. Such policy may be amended from time to time by the Town with notice to the Union. Such policy shall note that officers shall have the right to review any applicable footage prior to a disciplinary hearing so long as such footage is in the custody and control of the Town and available. (This paragraph not to be incorporated into the CBA, but shall live in this MOA.)

“Officers, Steps 1 and above, required to wear body cameras shall receive an annual stipend of one thousand two hundred dollars. Such stipend shall be issued as part of typical payment (i.e., weekly, biweekly or otherwise) in equal installments. Officers working less than a full year shall have the stipend prorated. Such stipend shall be included in an officer’s overtime calculation.”

3. Article I – Compensation

Insert new Step 0 as follows:

“Step 0 (Pre-Academy Rate): FY24, FY25, FY26: 1% above the FY23 (July 1, 2022) Step 1 Rate

Step 0 rate shall be sixty one thousand five hundred thirty four dollars and nine cents and shall not be increased by any negotiated increases for FY24, FY25, FY26”

“Any individual hired prior to completion of both the Police Academy and Field Training Officer Program shall be compensated at the Pre-Academy Rate of Step 0. Upon completion of the Academy and FTO and certification to perform both patrol duties and desk assignments, an Officer may advance to Step 1 after the recommendation of the Chief of Police and at the Town Manager’s discretion.”

4. Article VI – Holidays

(new language underlined, deleted language ~~struck~~)

- a. Add “**Juneteenth**” to the list of paid holidays
- b. Amend the listed holidays by changing “Columbus Day” to “**Indigenous Peoples Day**”
- c. Amend Article VI as follows;

Holidays and hours worked on a holiday shall be paid as follows exclusively;

Holiday on officers regular work day and they work;

- Regular weekly compensation inclusive of all stipends and shift differentials
- Plus time and one half (1.5) their hourly rate inclusive of all stipends and shift differentials for the time worked.

If an Officers works overtime on their regular work day;

All holidays excluding Thanksgiving, Christmas, and News years

- Those hours of overtime will be paid at time and one half (1.5) their hourly rate inclusive of all stipends and shift differentials for the time worked. This will be the only additional compensation for overtime hours on a scheduled work day for all holidays excluding Thanksgiving, Christmas, and News years.

Thanksgiving, Christmas, and New Years Holidays

- Those hours of overtime will be paid at double time (2) their hourly rate inclusive of all stipends and shift differentials for the time worked. This will be the only additional compensation for overtime hours on a scheduled work day for Thanksgiving, Christmas, and New Years Holidays

Holiday on officers Regular work day and they do not work;

- Regular weekly compensation inclusive of all stipends and shift differentials

Holiday on officers Regular off day and they do not work;

- Regular weekly compensation inclusive of all stipends and shift differentials
- Plus a day's pay at their normal pay rate inclusive of all stipends and shift differentials

Holiday on officers Regular off day and they work overtime;

All holidays excluding Thanksgiving, Christmas, and News years.

- Regular weekly compensation inclusive of all stipends and shift differentials
- Plus a day's pay at their normal pay rate inclusive of all stipends and shift differentials

- Plus time and one half (1.5) their hourly rate inclusive of all stipends and shift differentials for the time worked for all holidays excluding Thanksgiving, Christmas, and New Years.

Thanksgiving, Christmas, and New Years Holiday on officers Regular off day and they work overtime;

- Regular weekly compensation inclusive of all stipends and shift differentials
- Plus a day's pay at their normal pay rate inclusive of all stipends and shift differentials
- Plus double time (2) their hourly rate inclusive of all stipends and shift differentials for the time worked.

Should the Employer declare any other day a holiday or skeleton force full day, employees required to work that day shall be granted another day off with pay subject to prior supervisory approval. Such approval shall not be unreasonably denied.

5. Article IX – Sick Leave
(new language underlined, deleted language ~~struck~~)

Amend Article IX as follows:

- a. ~~“Each officer shall be credited with fifteen days of paid sick leave on July first of each year. Officers shall accumulate an unlimited number of sick days.”~~

“An employee whose start day falls between July 1st and January 1st, shall receive the full balance of 15 days. An employee whose start date falls between January 2nd and June 30th will receive leave days on a pro-rated basis.”

- a. “Upon retirement pursuant to G.L. c. 32, an officer shall be paid a lump sum equal to his accumulated unused sick leave at the straight time hourly rate used in calculating overtime. For those individuals giving the Town at least one (1) year notice of retirement, **in the form of a signed letter to the Chief**, the maximum lump sum will be eighty (80) days....”
- b. Amend Sick Leave Bank, Subparagraph A - to include an annual date of, **July 1**, by which an employee must have worked for 1 year, for 1,250 hours, and donated a day of sick leave in order to be eligible for the upcoming year.

6. Article X – Personal Leave

Add the following to the end of the first paragraph:

“Officers, shall receive five (5) personal days per year effective July 1st. An employee whose start day falls between July 1st and January 1st, shall receive the full balance of five (5) personal days. An employee whose start date falls between January 2nd and June 30th will receive personal days on a pro-rated basis.”

7. Article XI – Funeral Leave

(new language underlined, deleted language ~~struck~~):

- a. Amend the title of Article XI by changing “Funeral Leave” to “**Bereavement Leave.**”
- b. Amend Article IX as follows:

“Immediate family shall include: spouse, ~~domestic partner~~, child, **step-child, foster child, adopted child or legal guardianship,** mother, father, sister, brother, grandparents, grandchildren, ~~mother-in-law, father-in-law, daughter-in-law, and son-in-law~~ **and any individual residing in the employee’s primary residence.”**

Extended family shall include: Aunt, Uncle, Brother-In-Law, Sister-In-Law, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law.

8. Article XIV – Temporary Light Duty

Amend Article XIV as follows:

“If after missing 20 working shifts, due to an injury on duty, an officer is unable to return to full duty status, then, **after written notice to the officer,** the Town may have a Town designated physician examine the officer to determine his fitness to perform full or temporary light duty at the Town’s expense. If the town physician determines that said officer is fit to return to full or light duty, before such officer may be ordered to return to such duty, the officer shall first be entitled to obtain a medical opinion from his or her own treating physician as to such fitness for full or light duty. **If the Town’s physician determines that said officer is fit to return to full or light duty, and the officer requests their own physician’s opinion the officer shall be required to use their own time (i.e., personal, sick or vacation) after the expiration of thirty (30) calendar days. The thirty (30) calendar day time period begins the day for which the Town’s physician determines that said officer is fit to return to duty.”**

~~Pending receipt of such opinion, the Town shall not require the employee to return to full or light duty and shall continue to compensate him/her on paid injury leave.~~

“An officer on temporary light-duty status will not be eligible to work details or overtime.”

Further amend Article XIV as follows:

~~“If an officer is assigned to light duty, he/she shall be assigned to his regular shift for such light duty. The officer may be assigned to a different shift if agreeable to both the officer and the Chief.”~~ **“An officer assigned to light duty will be assigned to work the day shift unless otherwise mutually agreed upon by the Chief of Police and the officer on light duty.”**

9. Article XVI – Misc.

Amend Section B by adding the following to the end of paragraph one:

“An officer must have physically worked, as at least a Step 1 Officer, for a minimum of 5 months in order to qualify for the uniform allowance.”

10. Article XVII – Grievance Procedure

(new language underlined, deleted language ~~struck~~)

- a. Add new **“Step 1: Pre-Grievance Meeting”** as follows and renumber subsequent Steps.
 - i. **“Step 1: Pre-Grievance Meeting: The Union Steward and/or Representative, with or without the aggrieved employee, shall informally meet and present the grievance to the Chief of Police and/or Town Manager within 15 Town Hall working days in an effort to resolve the controversy prior to formally presenting the grievance at Step 2.”**
- b. Amend Article XVII by defining any reference to “days” (calendar, working, Town Hall or otherwise) as **“Town Hall working days (i.e., Saturdays, Sundays and legal holidays shall not be counted in the computation of any period of time specified in this Article)”**.
- c. Amend Article XVII by replacing ~~“American Arbitration Association”~~ with **“Labor Relations Connection”**.
- d. Amend Article XVII by deleting the following:

~~“Failure of the Selectboard to reply within this period shall be construed as a decision favorable to the aggrieved person.”~~

Amend Article XVII as follows:

“In the event that the parties to this Agreement are unable to resolve any dispute concerning the interpretation or application of the Agreement at Step 3, and in the case of a dispute arising under Article XVI (L) only

where the discipline imposed by the Town is a suspension or discharge from employment, within fourteen (14) days of ~~receipt of~~ **when** the Town's Step 3 denial **was received or was due**, the Union may file a demand for arbitration with the American Arbitration Association (hereinafter, "AAA")....”

11. Article XVI – Miscellaneous (Section E., Specialty Assignments):

Effective July 1, 2023 the following specialty assignments shall increase their annual stipend from \$400 to **\$500**: sexual assault investigator, narcotics officer, IT Officer and Fire Arm Instructor.

Effective July 1, 2023, the full-time Investigator assignment shall receive an annual stipend of ~~\$2,240~~ **\$4,800**.

The investigator, if assigned to a 5 and 2 schedule shall receive seventeen (17) administrative days per fiscal year. Such days shall be used in the fiscal year for which they were received and shall be used in a manner mutually agreed upon between the Chief and the Investigator.

The Investigator’s job duties shall be consistent with the 2022 job description, which may be amended from time to time by the Chief in his sole discretion with notice to the Union. (This section shall not be incorporated into the parties’ CBA.)

12. Article XVI – Miscellaneous (Section N., Educational Incentive Stipend):

Effective July 1, 2023 increase the educational incentive stipend by \$250 at the associate and bachelor levels as follows:

	<u>Current</u>	<u>7/1/2023</u>
Associate Degree:	\$1,250	\$1,500
Bachelor’s Degree:	\$1,500	\$1,750

13. Article XVI – Miscellaneous (New Section Q., Cell Phones):

Insert the following as a new Section Q:

“The Town shall provide officers with cell phones as follows for the sole purpose of conducting official duties. The Town shall provide a phone to the investigator that may be taken home. The Town shall provide at least two phones to be used by patrol officers during their shift. Officers assigned phones shall be required to carry such while on duty.”

14. Article III – Court Time

Amend Article III as follows:

“Any officer required to appear before any court, including district courts, superior courts, federal courts and grand juries, or administrative boards, in connection with his official duties as police officer at a time when he is off duty or on vacation or otherwise not scheduled to perform his duties as a police officer, shall be compensated for said appearance at one and one half (1.5) times his straight hourly rate **inclusive of differentials and stipends, for all time worked**, but in no event shall he receive less than two hours additional pay at said time and one half, except for magistrate hearings, for which he shall receive no less than one hour of additional pay at said time and one half. Time compensated shall include travel time to and from the courts, grand juries or boards. Officers shall be reimbursed for mileage, tolls and parking, meals, and, if required, lodging under the following schedule:”

15. Article IV – Special Detail Rate

Amend Article IV by deleting the following paragraph and replacing it with:

~~All officers shall be paid a detail rate of one and one half (1.5) times the straight time hourly rate used for calculating holiday and court time pay for those officers hired prior to July 1, 1999, as set forth in Article 1. For the following Town functions, officers shall be paid 90% of the detail rate for Summerfest, Car Show and Holiday Stroll. Minimum show up time per detail is four hours.~~

“Effective July 1, 2023, all officers shall be paid a detail rate of \$56.00 per hour.”

16. Promotions Policy – (Promotional Process)

The Union recognizes the Town’s managerial rights associated with promotions.

The Town agrees that it shall not amend the current policy, Policy #4.23(A) and #4.23(B) without first providing the Union notice and an opportunity to meet and confer. Any amendment(s) to the policy shall not trigger a bargaining obligation on behalf of the Town.

(This section shall not be incorporated into the parties’ CBA.)

17. Housekeeping:

- a. Insert a table of contents for the parties’ CBA
- b. Replace the pronouns “his/her” with the neutral pronoun “**their**.”

- c. Replace the pronoun “~~he/she~~” with “they.”
- d. Replace “~~spouse or beneficiary~~” with “beneficiary” in Article VIII, Vacations.
- e. Amend Article VIII, Vacation as follows:
 - i. “Vacation time earned, but not able to be taken due to staffing shortages, or unforeseen job related circumstances may be allowed to carry forward, up to a maximum of 5 days, into the next fiscal year with the approval of the Chief of Police and Town Manager. Extenuating circumstances may permit the Town Manager, in their sole discretion, to permit an officer to carry forward more than 5 days. Such carry over shall not be subject to grievance or arbitration. Said vacation must be used by ~~July 31~~ September 30 of the next fiscal year.
- f. Replace “~~employ~~” with “employment” in Article II, Longevity.
- g. Add “the officer’s” to Article XVI, Misc., Section E, after “shall be paid at”
- h. Delete “~~the accident reconstructionist~~” in the third paragraph of Article XVI, Misc., Section E.
- i. Add “Requests must be submitted in writing, to the Chief in November of the Fiscal year preceding the courses.” to the second paragraph of Article XX, Education.
- j. Add “For those individuals giving that Town at least one (1) year notice of retirement, in the form of a signed letter to the Chief...” to Article IXVI, Sick Leave, paragraphs 6 and 7 regarding notice to the Town.

18. Article II - Longevity

Amend Article II as follows:

Effective January 1, 2021~~4~~ 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.

~~\$200.00~~ 300 on reaching five years of service, but less than ten years
~~\$300.00~~ 400 on reaching ten years of service, but less than fifteen years
~~\$500.00~~ 600 on reaching fifteen years of service, but less than twenty years
~~\$750.00~~ 850 on reaching twenty years of service and/or more

19. Article VII - Overtime

Amend Article VII by adding a new section “c” under “Forced Overtime Procedure” as follows:

- “c. No officer on a voluntary overtime will be subject to an immediately subsequent forced overtime.”

20. Article XVI – Misc.

Amend Article XVI, section “O” as follows:

“The Town may require unit members to be trained, at the Town's expense, to administer Epinephrine, Narcan or their industry equivalents (for example: generic equivalents) when appropriate and consistent with protocol. All members will be provided with appropriate liability protection with respect to this clause. Members will receive a yearly stipend of one hundred fifty dollars (\$150.00) for assuming these additional duties. ~~This stipend shall be paid annually on the 2nd pay period in June. This stipend will not be a part of any members' base compensation.~~ Such stipend shall be issued as part of typical payment (i.e., weekly, biweekly, or otherwise) in equal installments. Such stipend shall be included in a officers overtime calculation.”

21. Article XIII – Compensatory Time for Special Response Team & K-9 Officer

Amend Article XIII by deleting it in its entirety and replacing it with the following:

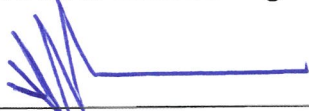
“[This Article Intentionally Left Blank.]”

Ratification and Approval:

This MOA is subject to ratification by the Union, approval by the Select Board and to appropriation of funds by Town Meeting at the next regularly scheduled Town Meeting.

Agreed to this 12th date of June, 2023.

Town of Great Barrington



Mark Pruhenski, Town Manager

Massachusetts Coalition of Police, Local 350

