

### Critical Issues for a Town Administrator Search

This is a preliminary list of issues we need to address expeditiously if we wish to proceed.

1. We must have a contingency plan for the prolonged Absence of a Town Administrator  
In fact, we should probably have this for every critical town employee or appointee.
  - List of critical services
  - Clear directive on how to ensure those services continue, including who will fulfill each of those duties
  - List of services that will be unavailable
2. Must get town approval for increased funding BEFORE advertising
  - It would be unethical to promise a salary before we had town commitment to fulfilling that obligation
  - We may wish to consider a Special Town meeting so that we can proceed more expeditiously and so that we can keep discussion focused on the topic at hand
  - We need to make sure that the voters have clear and thorough information regarding the current employment market and realistic expectations BEFORE that meeting.
  - We must carefully consider how we will run that meeting to keep the discussion not only civil but productive.
3. Establish a procedure for the search
  - Do we wish to establish a selection committee?
  - If so,
    - When should that committee be established?
    - How many people should serve?
    - How should those people be chosen? Should they include serving board or committee members? Department heads? Who else might be appropriate?
    - Will the Select Board or the committee be asked to establish:
      - Timelines?
      - Salary guidelines?
      - Hiring priorities?
  - If not,
    - How do we plan to proceed?
    - What timelines do we need to establish?
    - Will the Board be working on salary guidelines or asking Collins center to do this?
4. We must be realistic about the search
  - The current rule of thumb for tenure is 18 months to 2 years. We need to be prepared for that.
  - If our compromise between our desire for strong management and interpersonal skills and our budget results in our choosing someone with strong training but limited TA experience, how do we ensure mentorship for success?



EDWARD J. COLLINS, JR. CENTER FOR PUBLIC MANAGEMENT  
 JOHN W. MCCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES  
 UNIVERSITY OF MASSACHUSETTS BOSTON

100 Morrissey Boulevard  
 Boston, MA 02125-3393  
 P: 617.287.4824  
 F: 617.287.5566  
 mccormack.umb.edu/centers/cpm  
 collins.center@umb.edu

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**PROFESSIONAL SERVICE AGREEMENT  
 TOWN OF MONTEREY HILLS, MA**

**Comprehensive HR Review, including review of Shared Services with School**

This Professional Service Agreement (“Agreement”) is made as of this \_\_\_\_ day December 2023 (“Effective Date”) between the Town of Monterey (“Town”), acting by and through its Select Board, and the University of Massachusetts (“UMass Boston”), represented by its Edward J. Collins, Jr. Center for Public Management (“Center”), having an address of 100 Morrissey Blvd, Boston, MA 02125-3393 (“the Parties”).

The Center has technical expertise, resources, and capacity available to it, and the Town wishes to engage the Center to provide the Town with technical services. UMass Boston has determined that the proposed services to be provided are consistent with its research, economic development, educational, and public service missions.

Therefore, the Parties hereto mutually agree as follows:

1. Professional Services. The Center agrees to provide the professional services described in Exhibit A and the Addendum to Contract and Scope of Work, which are attached hereto and incorporated herein by reference (“Services”). Trained personnel or sub-consultants of the Center shall render the Professional Services. The employment by the Center of any Subcontractor for any of the Professional Services shall be subject to the prior written approval of the Town. The Town shall have the right to require the Center to remove any personnel from the performance of the Professional Services for a reasonable nondiscriminatory cause. The Center shall perform the Professional Services in accordance with the highest professional standards of skill, care, and diligence. Without limiting the foregoing, the Town shall have the right to require the Center to cease providing Professional Services immediately upon prior written notice.

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2. Term. The Center will use reasonable efforts to provide Professional Services during the period from the date of this Agreement until December 31, 2024. Unless the parties agree to extend the term in writing, this Agreement shall expire at the end of the term or upon the completion of the Professional Services, whichever shall first occur. It shall be the obligation of the Center to request any information necessary to be provided by the Town for the performance of the Professional Services.

3. Confidentiality/Privacy. The Center shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. Notwithstanding the foregoing, the Center as part of the University of Massachusetts, is subject to the provisions of the Massachusetts Public Records Law.

4. Payments. The Town agrees to pay UMass Boston in accordance with the following rates for these services.:

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Position	Hourly Rate
----------	-------------

Human Resources Practice Leader	\$160
Senior Associate	\$125
Management Analyst	\$60

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This cost shall include all Center staff time and overhead. The Center will invoice the Town on a quarterly basis. The Town agrees to make payment within 30 calendar days of ~~upon receipt of invoices.~~ ~~The Center reserves the right to discontinue work if the Town fails to pay invoices within thirty-sixty (630) calendar days of receipt shall constitute a default of material obligation under the Agreement for purposes of Paragraph 8.~~

The Center's invoices shall include a description of the Professional Services performed for the period in question with a progress report, and shall be in such form and detail and with such supporting data as the Town may reasonably require to show the computational basis for all charges. The Center shall keep records pertaining to the requirements of the Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement.

In no event shall the Town be liable for interest, penalties, expenses or attorney's fees. No payment made hereunder shall constitute or be construed as final acceptance or approval of that part of the Professional Services to which such payment relates or relieve the Institute of any of its obligations hereunder with respect thereto.

The obligations of the Town hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the Town for damages, lost profits, penalties, or other charges arising from early termination.

Invoices shall be sent to:

~~XXXXXXXXXX~~

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Payments shall be made to "University of Massachusetts Boston" and shall be sent to:

Edward J. Collins Jr. Center for Public Management  
 University of Massachusetts Boston  
 100 Morrissey Blvd.  
 Boston, MA 02125-3393  
**Attn: Robert O'Keefe**

5. Warranty Disclaimer. The Center shall perform the Services in a professional and workmanlike manner. ~~The Center shall endeavor to perform the Services within the schedule set forth herein but is not liable for failure to meet the schedule. The foregoing warranties are in lieu of all other warranties, express, implied or statutory, including without limitation any implied or express warranties of merchantability, fitness for a particular purpose, or non-infringement of a patent or other intellectual property right.~~

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6. Limitation of Liability.

a) In no event shall UMass Boston be liable for any loss of profits, loss of use, loss of data, cost of cover, indirect, special, exemplary, punitive, incidental or consequential damages of any kind in connection with or arising out of this Agreement or the Services, even if UMass Boston has been advised of the possibility of those damages. Notwithstanding the foregoing, in no event shall its liability arising out of this Agreement or relating to the Services exceed the amounts actually paid.

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b) No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the Town, nor any participant with the Town, shall be personally liable to the Center hereunder, for the Town's payment obligations or otherwise, the Center hereby agreeing to look solely to the assets of the Town for the satisfaction of any liability of the Town hereunder. In no event shall the Town ever be liable to the Center for indirect, incidental or consequential damages.

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7. Use of Names. The Town agrees that it will not utilize the name or seal of the University in any advertising promotional material or publicity, without the express written consent of UMass Boston. Reciprocally, UMass Boston will not utilize the name or corporate seal of the Town in any advertising promotional material or publicity, without the express written consent of the Town.

#### 8. Termination.

a) This Agreement may be terminated by either of the Parties upon thirty (30) days written notice of termination to the other.

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b) If either of the Parties defaults in the performance of any of its material obligations under this Agreement, then the non-defaulting party may give written notice of the default to the defaulting party. Unless the default is corrected within thirty (30) days after the notice, the notifying party may terminate this Agreement immediately upon written notice.

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c) Upon termination of this Agreement by either party, UMass Boston will be reimbursed for all costs and non-cancelable commitments incurred in performance of the Professional Services prior to the date of termination in any amount not to exceed the total commitment set forth in Section 4 of this Agreement. Provided, however, that if professional services are not complete, then UMass Boston will return any pro rata share of payment to the Town not otherwise expended, to the extent permissible.

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Commented [IF3]: See comment above.

d) In the event of termination, the Center shall promptly deliver to the Town any finished or unfinished draft reports and a copy of all data pertaining to the Professional Services performed under this Agreement (collectively, the "Materials") to the time of termination. The finished or unfinished report and copy of all data may be used by the Town (or such parties as the Town may designate) thereafter in such manner and for such purposes as the Town (or such parties as the Town may designate) may deem advisable, without further engagement of or additional compensation to the Center. The Center shall not release or disclose to any third party any finished or unfinished report produced for the Town without obtaining the Town's prior written consent, except as otherwise required by law, and as specified in Paragraph 3.

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9. Insurance. The Center shall before commencing performance under the Agreement provide evidence of the following insurance to the Town. During the term of the Agreement and any renewal, the Center will be responsible for providing and maintaining insurance coverage of the kind and in adequate amounts as provided below with insurance companies licensed to write



insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds designated herein.

- a) Commercial General Liability Insurance with limits of \$2,000,000 per occurrence and \$4,000,000 in the aggregate, for bodily injury and/or property damage to third parties that result from the Center's negligence.
- b) Worker's Compensation. The Center is self-insured for Workman's Compensation Insurance in accordance with M.G.L. c.152.
- c) Automobile Liability Coverage. The Center is self-insured in accordance with Chapter 258 of the Massachusetts General Laws for automobile liability for vehicles owned by the Institute.

The Center shall provide the Town, written evidence of insurance from the insurer prior to the execution of the Agreement and during the term of the Agreement annually when the policy is renewed. The Center's General Liability Insurance, to the extent this coverage type is required under the Agreement, shall include or be endorsed to include the Town as an additional insured. Additional insured status will be evidenced on the certificate of insurance.

The Center agrees that within thirty (30) days after Center's receipt from the applicable insurers of notice of cancellation or non-renewal of the insurance policies referenced above, or material change to such policies decreasing the coverage to an amount that does not meet the Town's minimum insurance requirements, said Institute or its designee will send a copy of such notice to the Town. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the Town shall impose no obligation or liability of any kind upon the Institute, insurer or its agents or representatives.

9. Survival. The obligations of the parties under Sections 3, 4, 5, 6, 7, 8, and 9, and 10 survive termination of this Agreement.

10. Independent Contractor. Nothing contained in this Agreement shall be construed to constitute the Center or UMass Boston as a partner, joint venture, employee, or agent of the Town, nor shall either party have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions.

11. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to any choice of law rules. The Parties agree to exclusive jurisdiction and venue in the Massachusetts Superior Court in Suffolk County.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the Services, supersedes all prior oral and written agreements with respect to the subject matter, and can be modified only by a written instrument signed by both of the Parties which references this Agreement.

UMass Boston and the Town have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

[Signature Page to Follow]

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Town

UMass Boston

BY: \_\_\_\_\_

BY:   
Michael Ward, Director

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NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
Shala Bonyun, Associate Director of ORSP

TITLE: \_\_\_\_\_

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EXHIBIT A

HUMAN RESOURCES CONSULTING SERVICES

**1. SCOPE OF WORK**

This scope of work provides the Center's understanding of the background and requirements of this project, and the project team's approaches to conducting this study. Most work will be conducted virtually. However, site visits will be scheduled, as necessary.

**TASK 1 INITIAL MEETING TO REFINE THE SCOPE OF THE WORK**

The Center will clarify the scope of the project. The Center will meet with and discuss the project with the Project Liaison to plan the approach and scheduling of the review.

**TASK 2 HUMAN RESOURCES CONSULTING SERVICES**

The Collins Center will provide Human Resources consulting services to the Town in areas of human resources including but not limited to supervision, performance management, leave administration, coaching discipline, policy writing and interpretation, collective bargaining and employee relations and other related functions. (see Attachment of Summary of Duties)

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**2. RESPONSIBILITIES OF THE CENTER**

The Center will act at all times in an attentive, ethical, and responsible manner. Note: Our staff are not attorneys and will not give legal opinions and will not serve as an employee of the Town. The Collins Center staff will advise the Town on HR matters and will indicate when a legal opinion should be sought.

**3. RESPONSIBILITIES OF THE TOWN**

The Town shall agree to provide necessary access to its employees and records, and to respond to requests for information and comment in a timely manner. In addition, the Project Liaison or designee will have responsibility for organizing meetings, and for communicating the nature and value of the project. The Town will refer to the Collins Center as HR Consultants.

**4. FEES AND EXPENSES**

The Collins Center will provide the scope of services presented in this proposal on an hourly basis, according to the following rates. The Project Manager will work with the Town Administrator to determine the appropriate level of staff needed for each of the services provided. The Center bills time in 6 minute increments.

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<b>Position</b>	<b>Hourly Rate</b>
Human Resources Practice Leader	\$160
Senior Associate	\$125
Management Analyst	\$60

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**5. TERM OF CONTRACT**

At a minimum, the parties will meet in June and December of each year to evaluate the contract terms and provisions, or at any point during the contract.

**HUMAN RESOURCES CONSULTING SERVICES  
ADDENDUM TO CONTRACT AND SCOPE OF WORK**

The Human Resources Consultant will provide advice and counsel to the Town of Monterey on human resources management and ~~will assist assess~~ the Town's adopted human resources policies and procedures. The Consultant will work with the Select Board (SB), Town Administrator (TA), department heads, and employees to assist with all aspects of HR management.

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The Consultant will receive direction from the SB. The SB will evaluate the performance of the Consultant and provide periodic feedback throughout the contract term. The Consultant will recommend changes to ~~the current human resources~~ policy and procedure, to the SB and will make recommendations on aspects of ~~human resources~~ HR management to the SB and TA. The Consultant may work directly with Town Counsel as warranted and approved by the SB.

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The Consultant is not an attorney and will not provide legal advice. If there is a matter that requires a legal opinion, the Consultant will advise the Town and if approved, will consult with Town Counsel or recommend the SB or TA do so.

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The Consultant will work with appointed and elected officials on matters of ~~pertaining to human resources~~ HR and will provide guidance on ~~human resources~~ HR work but will not serve as the ~~Human Resources~~ Director or supervise any staff. The Consultant will serve as a resource to the SB, TA, department heads and employees to address human resources issues raised and provide guidance on these issues. The Consultant, along with the TA and department heads, may recommend individuals for employment; recommend training and provide advice on corrective or disciplinary actions.

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**Sample of Functions**

(Consultant will advise in individual circumstances, if Town Counsel should be involved)

1. Advise on the Town's compliance with federal and state human resources laws and regulations.
2. Advise the ~~SB and TA~~ Town on current human resources best practices on areas including but not limited to recruitment, employee relations, performance evaluation, counseling and progressive discipline, benefits administration, policy development, and compliance with local, state, and federal employment laws.
3. Advise the Town on the maintenance of accurate personnel files and permanent records in accordance with federal, state and local regulations.
4. Advise and organize professional development opportunities, programs, trainings, and activities for Town employees, officials, and volunteers in accordance with job responsibilities.
5. Provide guidance and assistance in ~~communicating the~~ communicating the Town's human resources policies and procedures to Town employees, officials, and volunteers.
- 5-6. Assist the Town with investigations of complaints as necessary.
- 6-7. ~~regularly r~~ Review personnel policies and procedures. Propose revised policies and procedures to the SB for approval.
- 7-8. Regularly review the job descriptions, with input from the TA and relevant department heads. Propose revised job descriptions to the SB for approval.
- 8-9. Assists the TA and key personnel with the review of benefits and compensation and advises on recommendations for the budget process.

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Commented [IF6]: How many are they going to do? Do we want to specify?  
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~~9-10.~~ Assists with job postings, personnel recruitment, interviewing, selection, hiring, development and advises on materials in new employee orientation packages.

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~~10-11.~~ Advises on matters of employment contract review and/or negotiations.

~~11-12.~~ Advises on matters of existing policies and procedures including compensation, benefits, and payroll.

~~12-13.~~ In conjunction with the SB and TA advises on matters of promotions, transfers, salary changes, reclassifications, and leaves of absence and termination. The SB is the hiring and firing authority.

~~13-14.~~ ~~PMay~~ provide consulting services on employee relations including addressing personnel problems and disciplinary issues, conflict, employee relations, performance management.

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~~14-15.~~ ~~May~~ advise the Town in the preparation of performance improvement plans and progressive disciplinary matters. ~~Will~~ advise the Town when Town Counsel should be included.

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~~15-16.~~ Assists with succession planning and identifying trends in employment. Identifies creative solutions to fill the Town's present and future staffing needs.

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~~16-17.~~ Assists the Town and/or Town Counsel in preparation for meetings related to human resources issues such as grievances, arbitrations, Workers' Compensation, the Department of Labor Relations, and Massachusetts Commission Against Discrimination.

The general law does not require members of town multi-member bodies be a town resident unless the statute or ~~T~~town bylaw requires residency.

~~But~~ the Select Board prefers to appoint Town residents (whether registered to vote in the Town or not) to appointed ~~town~~ multi-member bodies.

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If there is a vacant position on an elected multi-member body, the person appointed to fill the vacancy "shall be a registered voter of the town and shall perform the duties of the office until the next annual meeting or until another is qualified" (MGL Chapter 41, Section 11). For more detail about the process of filling a vacant position on an elected multi-member body, please see Section 3 of this document: "Vacancies/Resignations/Lack of Attendance."

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~~The Select Board prefers to appoint residents who are registered to vote in town to vacant-elected positions.~~ The Select Board is the appointing authority for all positions in the Town that do not answer to another elected position or multi-member body.

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**STATE AID REIMBURSABLE PROGRAMS – REIMBURSEMENT REQUEST**

Updated 12/2017

City/Town: Monterey Project Name: Chapter 90-Fox Hill Rd Repaving

Contract # 50896

Program Type: Chapter 90  Muni Bridge  Complete Streets  Other

Project request was approved on 8/17/21 For \$ 64,565

at 100% Reimbursement Rate = \$ 64,565

1) Attached are forms which document payment of approved expenditures totaling \$53,418.65 for which we are requesting \$53,418.65 at the approved reimbursement rate of 100%.

2) The amount expended to date on this project is \$53,418.65 Including this payment.

3) Is this request for a FINAL payment on this project?  Yes  No  
If yes: Include a "Final Report"

4) Remarks:  
All work completed as of today.

**CERTIFICATION**

A. I hereby certify under penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.

JWA (Signed) Director (Municipal Highway Official Title) 12/6/23 (Date)

B. I/we certify under penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 and Chapter 11, Section 12 is acknowledged as applicable.

**REVIEWED AND APPROVED FOR TRANSMITTAL**

by Justin Makuc  
Susan Cooper  
FRANK Abbott

Signed: [Signature] 12/12/23  
Frank Abbott 12/16/23



Town Accountant

(Accounting Officer's Title)

Eric Kinsherf

*Eric A. Kinsherf, CPA*

(Duly Authorized)

DATE 12/11/23



Submit this Form to District Highway Director



**STATE AID REIMBURSABLE PROGRAMS - FINAL REPORT**

updated 12/2017

Program Type: Chapter 90  Muni Bridge  Complete Streets  Other

CONTRACT# 50896

City/Town Monterey Project Name \_\_\_\_\_  
 Location(s) Fox Hill  
 Length 650 Feet Width 26 Feet  
 Work was Started 10 / 13 / 23 and Completed 10 / 13 / 23  
 Work was Suspended / / and Resumed / /  
 Done by: Force Account \_\_\_\_\_ Advertised Contract \_\_\_\_\_ Other FRCOG bid

**\* REMARKS:**

<b>EXPENDITURES:</b>	State Funds @ 100%	\$53,418.65
	Municipal Funds	\$0
	Other Funds	\$0
	<b>TOTAL PROJECT EXPENDITURES</b>	<u>\$53,418.65</u>

**SCOPE OF WORK:**

Mill & remove asphalt to subsurface, profile subgrade and apply binder and topcoat. Back asphalt up with gravel and topsoil in certain locations.

**CERTIFICATION**

The undersigned hereby certify under penalties of perjury that documentation to substantiate the above expenditures is available for examination in accordance with Executive Order No. 195 (April 27, 1981) and Chapter 11, Section 12.

We further certify that all equipment rental costs are within the approved limits established by the MassDOT Highway Division, that the Municipality has complied with all applicable statutes and regulations, that the requests for reimbursements for allowable project expenses actually incurred are in conformance with the "Chapter 90" Project Request, and that the Municipality will be responsible for the future maintenance of this project including the cost thereof.

Copies of the notification published in the Central Register and notice in a newspaper of local circulation required by Chapter 149, Section 44J, and the prevailing wages as determined by the Department of Labor and Industries obtained in compliance with Chapter 149, Section 27F, of the General Laws, as applicable, must be attached.

<b>PREPARED &amp; REVIEWED BY</b>	
James Hunt	
Director of Operations	12/6/23
Highway Officer's Title	Date
Eric A. Kinsch, CPA	12/11/23
Accounting Officer's Title	Date
Town Accountant	

<b>Signed:</b>	
	12/12/23
Frank Abbott	12/12/23
Duly Authorized Municipal Officials	Date

- Include additional Contract Nos. if other Chapter 90 Funds were also used. List street names, total amounts charged to each location, extra work orders, etc. Use back if necessary, or attach supporting papers.
- If project uses multiple funding sources, please submit for individual project reimbursements.
- List sources, names, amounts and date contract expires.



**STATE AID REIMBURSABLE PROGRAMS - MATERIALS - HED 454 FORM**

Updated 12/2017

City/Town of: Monterey

PROJECT NAME: Fox Hill Rd

PROGRAM TYPE: Chapter 90 XXXX      Muni Bridge      Complete Streets      Other

**MATERIALS** for period beginning 10/13/2023 and ending 13-Oct-23  
 both inclusive, on account of Contract No. 50896 with MassDOT Highway Division,

VENDOR NAME	ITEM #	QTY.	UNIT	UNIT PRICE	AMOUNTS	CHECK #
				\$	\$	
LB Corporation	H-15A	441.13	ton	105.0000	46,318.65	13948
LB Corporation		2	1878 sq yds	3.7806	7,100.00	13948
					\$ -	
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<b>TOTAL</b>					\$ 53,418.65	

"To the best of my knowledge the purchases of materials or services appearing on this sheet are not in conflict with Chapter 779 of the Acts of 1962. Signed under the penalty of perjury."

*[Signature]*      12/6/2023  
 Supervisor / Foreman      Date

*Eric A. Quisnap, CPA*  
 Town Accounting Approval

## Special Municipal Employee Recommendations

The Board may vote to designate certain Boards or Commissions as Special Municipal Employees. A Special Municipal Employee's obligations depend on how many days they serve as a special municipal employee. If they serve for 60 days or fewer in a 365-day period, they may receive compensation from, or act as agent or attorney for, someone other than the municipality in relation to a municipal matter so long as they have not participated in the matter as a special municipal employee and also do not have responsibility for the matter as a special municipal employee and have not had such responsibility during the prior year. If they serve as a special municipal employee for more than 60 days in a 365-day period, they are subject to an additional restriction, and may not engage in these activities in relation to any matter pending before their own agency.

Generally, if you are a special municipal employee, you will be able to do work for someone or communicate on someone's behalf in relation to a matter before a municipal board or agency other than the one you serve, but not in relation to a matter before your own board or agency. For example, if you are a lawyer and you are a member of the Board of Health, you may represent a client of your law firm before the Conservation Commission or the School Committee, but not before the Board of Health. If you anticipate that a matter before another municipal agency will come before your own municipal agency, however, you should not receive compensation from someone or act as agent or attorney for someone in relation to the matter before the other agency.

"Special municipal employee" status can be assigned to certain municipal positions by a vote of the board of selectmen, board of aldermen, town council or city council. G.L. c. 268A, § 1(n). (Town councils are empowered by G.L. c. 39, § 1 to exercise all duties and powers of boards of aldermen.) Your position is eligible to be designated as a "special municipal employee" position provided that:

you are not paid; or

you hold a part-time position which allows you to work at another job during normal working hours; or

you were not paid by the city or town for more than 800 working hours (approximately 20 weeks full-time) during the preceding 365 days.

It is the municipal position that is designated as having "special" status, not the individual. Therefore, all employees holding the same office or position must have the same classification as "special municipal employees."

The designation may be made by a formal vote of the board of selectmen, board of aldermen, town council or city council at any time. Separate votes should be taken for each board or position being designated, expressly naming the positions being designated. Once a position is designated as having "special" status, it remains a "special municipal employee" position unless and until the classification is rescinded. Because we are smaller than 10,000 people the Select Board are automatically designated as Special Municipal Employees.

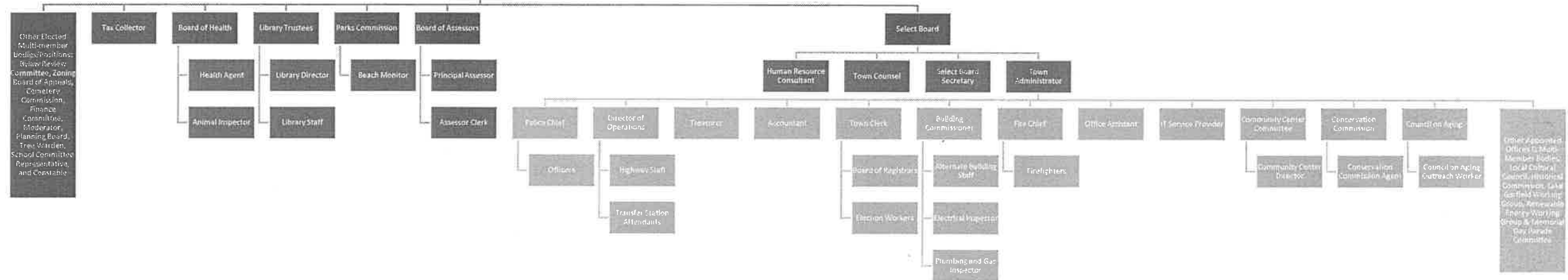
It would be my suggestion that the Board consider making the following positions "Special Municipal Employees" superseding all prior designations:

- Conservation Commission
- Parks Commission

- Monterey Community Center Committee
- Council on Aging
- Cultural Council
- Historical Commission
- Lake Garfield Working Group
- Renewable Energy Working Group
- Board of Appeals
- Cemetery Commission
- Finance Committee
- Tree Warden
- Moderator
- Constable
- Board of Health
- Board of Assessors
- Library Trustees and
- Planning Board



Town Meeting



The general law does not require members of town multi-member bodies be a town resident unless the statute or Ttown bylaw requires residency.

~~The~~ Select Board prefers to appoint Town residents (whether registered to vote in the Town or not) to appointed ~~town~~ multi-member bodies.

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If there is a vacant position on an **elected** multi-member body, the person appointed to fill the vacancy "shall be a registered voter of the town and shall perform the duties of the office until the next annual meeting or until another is qualified" (MGL Chapter 41, Section 11). For more detail about the process of filling a vacant position on an **elected** multi-member body, please see Section 3 of this document: "Vacancies/Resignations/Lack of Attendance."

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~~The~~ Select Board prefers to appoint residents who are registered to vote in town to vacant elected positions. ~~The~~ Select Board is the appointing authority for all positions in the Town that do not answer to another elected position or multi-member body.