



Greene & Hafer, LLC
529 Main Street Ste. 200
Charlestown, MA 02129
Phone: 617-396-4600
Cell: 617-921-9314

November 30, 2021

Via: Electronic Mail

Steve Weisz
Town of Monterey
steve@montereyma.gov

Dear Mr. Weisz:

This will confirm that you, on behalf of the Town of Monterey (the "Town"), have retained Greene & Hafer, LLC to conduct an investigation into recent complaints made by several Town residents.

The Town will be billed at an hourly rate of \$350 per hour for any work on your matter by me, \$250.00 per hour for contract and associate attorneys, and \$100.00 per hour for law clerks and paralegals. We will send the Town bills on a monthly basis, and the amount of each bill will be due within 30 days of the date of the bill. We reserve the right to charge interest at the rate of eighteen percent (18%) per annum on any overdue payment. We will bill a minimum period of .1 hour (6 minutes) for each action performed.

In the course of this investigation, my role is to render legal services in the form of an impartial workplace investigation into an employee workplace complaint. I will be making factual findings, utilizing my legal skills, knowledge and experience in so doing. At the conclusion, I will provide you with a written report, if requested. You expressly understand and agree that payment for my services and expenses is in no way contingent upon the outcome of the investigation.

The scope of this representation is limited. I will not render legal determinations about the alleged misconduct. I will not act as an advocate or represent the Town or any employee at the Town in any legal action or proceeding relating to the allegations. I understand the Town's expectation is that I will be objective, precise and thorough. I will strive to conduct and conclude my investigation as promptly as possible. Except as discussed, all written communications will be directed to you and will be under the attorney-client privilege. By providing me information, the Town does not waive, but specifically retains, attorney-client confidentiality and work-product protections. Of course, this investigation will be kept as confidential as possible.

This engagement shall be considered concluded after I have provided a report in this matter. In the event I am required to respond to a subpoena for records relating to services performed for you on behalf of the Town, or to testify by deposition, hearing, arbitration, trial or otherwise concerning such services, my rate for preparation and testimony will be billed at

the rates noted herein, with a 10% increase for services rendered more than six months after the conclusion of the investigation. In the event I am subpoenaed to produce records, I will first consult with you to ascertain whether the Town wishes that I supply the information. It is understood that I will be reimbursed for any time and expense incurred in responding to any such demand, including, but not limited to, time and expense incurred in search and photocopying costs, reviewing documents, preparing for and appearing at depositions or hearings, appearance of counsel representing me at such hearings and depositions, and otherwise litigating issues raised by the request. I will not be compensated for time testifying.

I have performed a check of potential conflicts of interest that might have prevented me from providing services in this matter. Based on information provided by you, as well as the information available in my files, I am not aware of any conflicts of interest at this time. If you later learn of any additional parties with an interest in this matter, you should notify me immediately so that I can be certain that they create no problem with my engagement in this matter.

If any of the terms of our agreement are not clear, or if you have any questions at all, please contact me immediately. To confirm your agreement to the above items and that you understand all such terms, please sign two (2) copies of this letter, retain one (1) copy for your records and return the other to me by electronic, fax, or post mail.

Sincerely,



Corinne Hood Greene

The above is understood and agreed to:

Date: _____

Signed: _____

Monterey Town Administrator

From: [REDACTED]
Sent: Thursday, December 2, 2021 2:06 PM
To: steve@montereyma.gov; justin@montereyma.gov; justinmakuc@gmail.com
Subject: the G & H November 30, 2021, Proposal

The G & H proposal reads to me like a bait and switch.

When you made a preliminary decision to retain that law firm, I believe the major reason was its representation that it would investigate the facts, provide legal advice as to whether or not the facts raised problems that needed to be addressed, and work with the complaining and responding parties and the town to find a positive way forward.

The firm's November 30, 2021, proposal only offers to investigate and report on the facts. The letter specifically states that the firm "will not render legal determinations about the alleged misconduct." (Page 1, fourth paragraph).

After the first non-legal investigator withdrew his offer to take on the investigation at, I believe, \$125.00 per hour, you considered the remaining options, which were G & H and the other non-lawyer investigator at, I believe, around \$130.00 per hour. As I recall your discussion, the primary reason for hiring the law firm at almost double the cost of the remaining investigator was the law firm's representations to provide legal advice and help find a positive way forward. The proposed G & H contract no longer includes the main reasons for hiring the far more expensive law firm.

How can you possibly justify paying \$350.00 an hour to Ms. Greene when her portion of the services do not include the provision of legal advice? And the same is true for Ms. Greene's \$250.00 per hour legal associate.

Therefore, I urge you to either renegotiate this agreement to include the services you wanted or hire the other investigator, far preferably the latter.

In considering the choices you face, you ought not lose sight of the fact that whatever the investigator concludes will not excuse you from using your own judgment in deciding, after hearing from all parties in open or executive session, where the truth lies and what should be done, if anything, by way of discipline or modification of workplace policies.

There are some other aspects of the G & H proposal which I find troublesome. One is minor; namely, its desire to charge 18% interest on any overdue payment (P. 1, paragraph 2). The firm seems to be confusing itself with a credit card company. I think it is overreaching to ask for more than the recognized court rate.

Of far greater significance is the fifth paragraph on page 1. That paragraph exposes the town to charges over which it has no control whatsoever since they come after the report is rendered. And note that they include any money the firm would have to spend to hire a lawyer to represent it in the post-report period. Notice there is no limit on that lawyer's charges. I believe this paragraph exposes the town to uncontrollable risks. But I give that as a lay opinion and strongly urge you to discuss the problems paragraph five raises with the regular town attorney.

I think you should also consult the regular town attorney on whether this email makes sense for the town in strongly recommending that you let the investigation be done by a non-lawyer investigator.

This has all become very frustrating for all concerned, but I believe that the retention of G & H will result in the town being unnecessarily burdened with legal fees far in excess of the \$10,000 authorized by the special town meeting.

In making your decision about how to move forward, I also think you should take into account the problems caused by the array of the complaints and the parties who are complaining and responding to complaints. Justice needs not only to be done but to be seen to be done. Aren't there complaints now pending against all three members of the Select Board? Hasn't at least one of the members of the Select Board filed complaints of his own? There is an ancient and heartfelt maxim governing human affairs that one cannot be trusted to fairly judge one's own case. While the Select Board may well have the power to decide where the truth lies and whether discipline is appropriate here, it cannot expect that the public will accept its decisions with a sense of assurance that self-interest has not clouded judgment.

What is needed here is the kind of peaceful end that can only be achieved by mediation. So, I urge you to hire the non-lawyer investigator and then armed with his report turn to the mediation services of which you are aware already offered at no charge to the town.

Respectfully submitted,

A thick black horizontal bar used to redact the signature of the sender.

Don Coburn