

Electronic Voting

Turning Technologies

A subscription to the app is \$2.50 per participant responding/year. The keypads are \$19/each to purchase (estimated 150 keypads x \$19 = \$2,850) and the USB receiver to accept responses is \$399 (only 1 is needed). The keypads run on radio frequency and have connection up to 200 feet away. A computer with Powerpoint is recommended hooked up to a projector (additional costs).

To rent the keypads is \$4/each + \$850 for onsite support plus all exact travel expenses (they would be coming from OH). Sheffield and Stockbridge have both used this technology.

Meridia

To purchase 150 clickers plus 2 receivers would be \$5,100. Rental price is \$1,795 for 150 + \$2,000 for onsite support (\$3,795).

The software does not require wifi or internet as it is separate from the web to guarantee security. Results are displayed on each individual clicker. Lee and Lanesborough have used this system. A computer will be necessary as it is a plug and play system.

Monterey Town Administrator

From: Laura Peckham <[REDACTED]>
Sent: Thursday, December 2, 2021 3:05 PM
To: admin@montereyma.gov
Cc: Joanne Stoll-Pizzano
Subject: Town of Monterey Optional Automobile Deductible Quote FY22

Good Afternoon Melissa,

Per your meeting with Joanne, I have put together an optional quote to increase the Automobile Deductibles to \$1,000.

- **The Annual FY22 Savings would be: \$1,456.**

Please note, that if the Town does approve coverage, the return premium would be pro-rated from the approval date through the end of the Fiscal Year.

Please advise if the Town would like to amend coverage?

Note, the Quote is Valid for 30 days, but we can reopen the quote at any time during the year.

Thank you and Happy Holidays

Laura

Laura J Peckham
Senior Account Manager
MIIA Member Services
15 Cabot Road
Woburn, MA 01801-1003
Direct Number: 781-939-6864
Fax Number: 781-376-9907
Laura.Peckham@cabotrisk.com



Serving Massachusetts communities since 1982

Member Sponsored Insurance Programs

Confidentiality Notice: *The information in this e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure of distribution is prohibited. If you are not the intended recipient, and have received this communication in error, please contact the sender by reply e-mail and destroy all copies of the original message. Thank you*

Help make the earth a greener place. If at all possible resist printing this e-mail and join us in saving paper.

Monterey Town Administrator

From: Feiner, Gillian (AGO) <gillian.feiner@state.ma.us>
Sent: Thursday, December 2, 2021 3:19 PM
To: admin@montereyma.gov
Subject: Statewide opioid settlements - participation forms

Dear Melissa,

Thank you for taking my call.

As I said, I was calling from the Attorney General's office to follow up on a notice Monterey should've received about an opportunity to receive settlement funds from 2 statewide settlements with three opioid distributors — Cardinal, McKesson and Amerisource Bergen — and opioid-maker Johnson & Johnson, recently announced by Attorney General Maura Healey. The Settlements will provide up to \$537 million in funds to the Commonwealth and its cities and towns over 18 years to fund prevention, harm reduction, treatment and recovery efforts across Massachusetts.

There are 2 reasons for municipalities to join: (1) to receive funds for abatement; and (2) because the more municipalities that join, the more the Distributors and J&J will pay under the Settlements and it will benefit the Commonwealth as a whole. We will work to ensure that municipalities that do not wish to take in the funds directly have the option of re-directing their recoveries to the statewide Opioid Recovery and Remediation Fund to fund abatement programs throughout Massachusetts.

The participation forms, if you need them, are here:

<https://www.mass.gov/lists/subdivision-settlement-participation-forms>

FAQs about the Settlements are [here](#).

The deadline for sign-on is Jan. 2, but **we are requesting that municipalities complete and submit the forms by mid-December** to avoid holiday delays and ensure participation is properly recorded.

You can mail them back to my attention at the address below.

Call me if you have any questions.

Thank you for your attention to this!

Gillian Feiner
Senior Enforcement Counsel
Office of the Attorney General
One Ashburton Place
Boston, MA 02108
Tel: 617-963-2571
gillian.feiner@mass.gov

Subdivision Settlement Participation Form - Distributor Settlement

Governmental Entity:	Massachusetts
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Settlement Participation Form - J&J Settlement

Governmental Entity:	Massachusetts
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Monterey Town Administrator

From: KP Law, P.C. <KPLAW@k-plaw.com>
Sent: Tuesday, December 7, 2021 3:15 PM
To: KP Law, P.C.
Subject: KP Law, P.C. eUpdate - Opioid Settlement Update
Attachments: KP Law, P.C. eUpdate - Status of National Opioid Settlement (14.8 KB)

January 2, 2022 is the deadline for municipalities and other political subdivisions to decide whether to participate in the opioid settlements. Based upon receipt of a slew of e-mails, snail mail, and media about the topic, many questions are being asked about which participation agreements municipalities should be signing.

Detailed information about the settlements may be found at [the national opioid settlement website](#). Information from the Plaintiffs' Executive Committee recommending participation is found on Mass.gov [here](#). The AG describes the settlement [here](#). The MMA's recommendation can be found [here](#). Long story short, the way the settlement is crafted, if the state has joined the settlement, which Massachusetts has, the more municipalities that participate the better the state's recovery under the settlement agreement.

To summarize:

- 1) If unrepresented in the opioid litigation, the municipality is being encouraged by the AG's office to sign and return the forms that have been sent. Information as to how to request such forms to be sent can be found on the AG's website [here](#) or on [the national opioid settlement site](#).
- 2) If represented by another firm or firms, immediately confirm with them next steps, but remember that **January 2, 2022** is the deadline for participation.
- 3) If represented in the opioid litigation by KP Law, Sandman and Sandman, and Sweeney Merrigan (associated with Levin Law), sign the forms e-mailed most recently with the e-mail titled "Opioid Settlement - Very Important".

If for any reason a municipality is confused about the participation agreements, but wants to participate, in my opinion anyway, it would be appropriate to sign and submit the agreements forwarded by the Attorney General.

Please contact your KP Law attorney if you have further questions. In the meantime, from all of the staff and attorneys at KP Law, take good care.

KP | LAW

101 Arch Street, 12th Floor
Boston, MA 02110
O: (617) 556 0007
F: (617) 654 1735
www.k-plaw.com

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately.



TOWN OF MONTEREY

435 Main Rd. P.O. Box 308
Monterey, MA 01245

John Weingold
P.O. Box [REDACTED]
Monterey, MA 01245

December 9, 2021

Re: Open Meeting Law Complaint

Dear Mr. Weingold,

Unlike the complainant John Weingold, the 2 other members of the Monterey Selectboard are not attorneys and therefore guidance was sought from the Monterey Town Attorney for the drafting and empanelment of an Executive Session.

On October 29th the Chair consulted the Town Attorney for advice on whether to hold the aforementioned discussion in 'Open' or 'Executive Session'. The Town Attorney approved an 'open Session' but cautioned the Chair that if any names of the Employees were to be used, then the session *must be* in 'Executive Session', or face an OML violation.

Since the 'scope' of the investigation *was to include* discussions about "investigative services concerning complaints filed against *individual employees*" (which could include their *names*), the Chair thought it prudent to have this meeting in Executive Session.

A Notice of Executive Session was drafted to be *as specific as possible* (The opposite of Mr. Weingold's contention) (copy enclosed).

That notice clearly explained to each employee 'why' the meeting is being held in Executive Session ("*As complaints or charges have been filed against you as a Town employee, your name and the name of your accuser may be used during this meeting, and thus presents you as a subject of the Executive Session.*")

The Notice was sent to the Town Attorney for approval on October 29th (copy enclosed).

On November 1st, the Town Attorney replied with "The notice as drafted is acceptable as to form." (copy enclosed)

Once approved by Town Council, the notices were distributed. It should be noted that the Town Attorney did 'ok' the hand delivery of notices to any Employees present in Town Hall (Despite Mr. Weingold's contention that it is somehow 'not proper').

Phone: 413.528.1443 x114 Fax: 413.528.9452

admin@montereyma.gov

www.montereyma.gov

Lastly, it should be noted that all Board members (including Mr. Weingold) were informed that the Notice was approved by Town Council. Mr. Weingold even refers to it in his complaint. It should be further noted that if Mr. Weingold doubted the Chair, he was certainly free to contact Town Council to inquire.

So the question is “Why would Mr. Weingold, an attorney-at-law, file a complaint to the Attorney General, when he was *fully aware* that all actions were vetted by legal counsel, properly served, and explained to him in a Selectboard session?”

The answer may lay in the fact that an OML complaint was filed against Mr. Weingold by the Chair a few days prior to the filing of this complaint (11-23-2021) and that this complaint may just be a ‘reaction’ to it, with no real understanding of what action there is to correct. This is evident by the complainant himself who, in the “*What action do you want the public body to take...*” section, writes “*I have no idea what can be done*”.

Perhaps the Attorney General would recommend to the complainant Mr. Weingold that ‘*what can be done*’ is to A. *Verify all facts before submitting complaints* and B. *Resist the temptation to file OML complaints of a retaliatory nature*. That would be the Chair’s recommendation.

Respectfully,



Steven Weisz, Chair
Monterey Select Board

SB/mn



Justin Makuc

Phone: 413.528.1443 x114 Fax: 413.528.9452

admin@montereyma.gov

www.montereyma.gov

From: Steven Weisz steve@montereyma.gov
Subject: Re: Exec.docx
Date: Nov 2, 2021 at 12:20:32 PM
To: Brian M. Maser BMaser@k-plaw.com

3

Thanks. The notices will go out today. I will be enlisting the help of the Town Admin in the mechanics (letterhead and printing) of putting it on paper. Obviously, the notice is set (and can't be altered) and I will ok every copy before I sign.

Steven

On Nov 1, 2021, at 9:24 AM, Brian M. Maser <BMaser@k-plaw.com> wrote:

2

Hi Steven:

The notice as drafted is acceptable as to form. The sentence relative to a Special Town Meeting is not necessary.

Brian

From: Steven Weisz <steve@montereyma.gov>
Sent: Monday, November 1, 2021 9:19 AM
To: Brian M. Maser <BMaser@k-plaw.com>
Subject: Fwd: Exec.docx

1

Morning Brian,

Looking to get an 'ok' on this, so I can send it out for Thursday.

Also, should we add "Provide estimate for services so that they may be presented at Special Town Meeting."?

Just trying to get it right.

Thanks,
Steven Weisz

(Date)
(Employee Name)
(Street Address)
(Town, State ZIP)

RE: Notice of Executive Session

Dear Mr./Ms. (Name):

Please be advised that on Tuesday, November 2, 2021 at 6:00pm the Board of Selectmen will be convening in Executive Session, pursuant to G.L. c. 30A, sec. 21(a)(1). At that time, the Board will be meeting with the investigator retained by the Town to conduct an investigation regarding complaints filed against Town employees and officials. The Board will be convening to discuss the scope of the investigative services with the retained investigator. This is the sole purpose of the Executive Session. There will be no discussions of individual complaints and no votes taken on any matters, other than the discussion and draft of a scope of investigative services between the Town and the Investigator.

As complaints or charges have been filed against you as a Town employee, your name and the name of your accuser may be used during this meeting, and thus presents you as a subject of the Executive Session.

As the subject of the Executive Session, you have the right to attend and speak on your own behalf; you have the right to appear with counsel or a representative of your choosing for the purpose of advising you, but not for active participation; you also have the right to record the meeting by stenographic or other means; and you have the right to request that this matter be heard in Open Session.

The Board will meet in the Selectmen's Meeting Room at Town Hall, 435 Main Road, Monterey, Massachusetts 01245.

A copy of this letter will be placed in your personnel file.

Thank you for your attention to this matter.

Sincerely,

Steven Weisz
Chair
Board of Selectmen



OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: John Last Name: Weingold

Address: PO Box [REDACTED]

City: Monterey State: MA Zip Code: 01245

Phone Number: [REDACTED] Ext. _____

Email: [REDACTED]

Organization or Media Affiliation (if any): _____

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?
(For statistical purposes only)

Individual Organization Media

Public Body that is the subject of this complaint:

City/Town County Regional/District State

Name of Public Body (including city/town, county or region, if applicable): Monterey, MA Selectboard

Specific person(s), if any, you allege committed the violation: Steve Weisz

Date of alleged violation: 11/4 & 11/17/21

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

Publicly posted Agendas dated 11/4/21 & 11/17/21 were intentionally misleading/deceptive/vague/inaccurate. The Agenda's pertain postings said: "Discuss entering executive session as per G.L. c. 30A, sec. 21(a)(1)- To hear complaints or charges brought against a public official." The posting did not include "employees" nor officials vs. official.
The true subject/topic of the meeting was not mentioned in the public postings. Two (2) days before the meetings the SB Chair, Mr. Weisz, served by police, the letters dated 11/2/21 & 11/15/21 that are attached as Exhibit A. These two letters from Weisz clearly state: "the sole purpose [of the session] was to discuss the scope of the investigation services... there will be no discussion of individual complaints and no votes taken on any matters, other than discussion and draft of a scope of investigative services." "Scope of the investigative services" is not what was in the public postings, public only read "to hear complaints." This sole topic "scope" in the letters was not posted to the public and violates the OML requirements on proper public postings. The Chair had knowledge of the topics of discussion w/o informing the public in his postings.
Sec. 21(a)(1) indicates the scope, qualifications, and retaining/hiring an investigator should be done in open session, not an executive session. The Chair Weisz insisted on executive session in his letters by saying "the Board of Selectmen will be convening in Executive Session..." These two letters served on the other two SB members also violate the OML as Weisz distributed his opinions on the Executive Session to a quorum of the SB before any vote was even taken.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

I have no idea what can be done to correct this continued lack of candor to the public or to his fellow SB members. Action: Weisz should disclose any written legal opinions from Town Counsel to the Chair (as was mentioned on 11/4/21) concerning the legality of these Agenda Postings and Letters. An explanation of why the posting and letters topics are different. Evidence that Weisz served his letter on himself. Why are both letters to the SB done in private, not at a open meeting.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____

Date: 11/30/21

For Use By Public Body Date Received by Public Body: For Use By AGO Date Received by AGO:

Exhibit A



TOWN OF MONTEREY

435 Main Rd. P.O. Box 308
Monterey, MA 01245

November 2, 2021

John Weingold

Monterey, MA 01245

RE: Notice of Executive Session

Dear Mr. Weingold:

Please be advised that on Thursday, November 4, 2021 at 6:00pm the Board of Selectmen will be convening in Executive Session, pursuant to G.L. c. 30A, sec. 21(a)(1). At that time, the Board will be meeting with the investigator retained by the Town to conduct an investigation regarding complaints filed against Town employees and officials. The Board will be convening to discuss the scope of the investigative services with the retained investigator. This is the sole purpose of the Executive Session. There will be no discussions of individual complaints and no votes taken on any matters, other than the discussion and draft of a scope of investigative services between the Town and the Investigator.

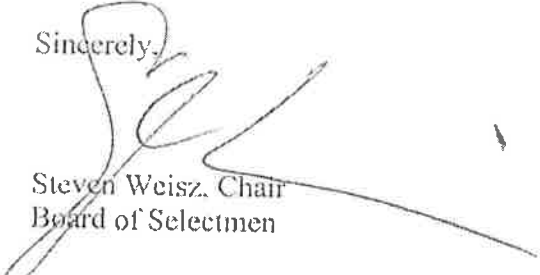
As complaints or charges have been filed against you as a Town employee, your name and the name of your accuser may be used during this meeting, and thus presents you as a subject of the Executive Session.

As the subject of the Executive Session, you have the right to attend and speak on your own behalf; you have the right to appear with counsel or a representative of your choosing for the purpose of advising you, but not for active participation; you also have the right to record the meeting by stenographic or other means; and you have the right to request that this matter be heard in Open Session.

The Board will meet in the Selectmen's Meeting Room at Town Hall, 435 Main Road, Monterey, Massachusetts 01245.

A copy of this letter will be placed in your personnel file. Thank you for your attention to this matter.

Sincerely,


Steven Weisz, Chair
Board of Selectmen

Phone: 413.528.1443 x114 Fax: 413.528.9452

admin@montereyma.gov

www.montereyma.gov



TOWN OF MONTEREY

435 Main Rd. P.O. Box 308
Monterey, MA 01245

November 15, 2021

John Weingold

Monterey, MA 01245

RE: Notice of Executive Session

Dear Mr. Weingold:

Please be advised that on Wednesday, November 17, 2021 at 5:15pm the Board of Selectmen will be convening in Executive Session, pursuant to G.L. c. 30A, sec. 21(a)(1). At that time, the Board will be meeting with the investigator retained by the Town to conduct an investigation regarding complaints filed against Town employees and officials. The Board will be convening to discuss the scope of the investigative services with the retained investigator. This is the sole purpose of the Executive Session. There will be no discussions of individual complaints and no votes taken on any matters, other than the discussion and draft of a scope of investigative services between the Town and the Investigator.

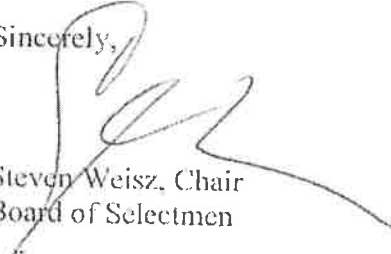
As complaints or charges have been filed against you as a Town employee, your name and the name of your accuser may be used during this meeting, and thus presents you as a subject of the Executive Session.

As the subject of the Executive Session, you have the right to attend and speak on your own behalf; you have the right to appear with counsel or a representative of your choosing for the purpose of advising you, but not for active participation; you also have the right to record the meeting by stenographic or other means; and you have the right to request that this matter be heard in Open Session.

The Board will meet in the Selectmen's Meeting Room at Town Hall, 435 Main Road, Monterey, Massachusetts 01245.

A copy of this letter will be placed in your personnel file. Thank you for your attention to this matter.

Sincerely,


Steven Weisz, Chair
Board of Selectmen



Greene & Hafer, LLC
529 Main Street Ste. 200
Charlestown, MA 02129

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.

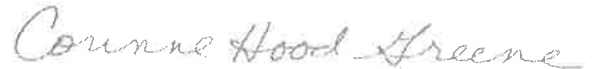
This engagement shall be considered concluded after I have provided a report in this matter. In the event I am required to respond to a subpoena for records relating to services performed for you on behalf of the Town, or to testify by deposition, hearing, arbitration, trial or otherwise concerning such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