

**Town of Monterey
Policy Statement**

Policy Name: Contacting Town Counsel	Approval Authority:	Select Board
Adopted:	Applies to: Revised:	All Departments Reviewed: --

Whereas, the Town of Monterey through its Select Board directs and supervises the use of Town Counsel;

Whereas, the Select Board intends to identify appropriate use of Town Counsel's time with an appropriate protocol;

The Select Board hereby adopts the following policy:

1. **Town Counsel liaison.** The Chair of the Select Board shall act as the Liaison to Town Counsel (hereinafter "Counsel"). In cases where the Chair is not the primary correspondent with Counsel, the Chair shall be copied on ~~all~~ ALL written correspondence to and from Counsel.
2. **Alternate Counsel liaison.** If the Chair of the Select Board must recuse him/herself/themselves on a matter or fails to respond within ~~five business days~~ 24 hours to a confidential or time sensitive request, the otherwise most senior member of the Select Board (the member whose term will expire earliest) shall act as liaison to Counsel for that matter. If the Chair-Liaison denies a confidential or time sensitive request, the requestor shall have the ability to make an appeal to the whole Select Board.
3. **Standard process for requests to contact Counsel.** Department heads and chairs of multimember bodies (boards, committees, commissions, councils, etc.) may request authorization to contact Counsel by completing the "Request to Use Legal Counsel" form only after a majority of the board, committee, commission, council, etc has voted to do so. Only department heads and chairs of multimember bodies may request to contact Counsel. The Select Board shall consider the completed form at its next regular meeting, unless the completed form indicates that the request is time sensitive or confidential. ~~Regarding questions from Town multimember bodies, unless~~ unless a matter is time sensitive or confidential, ~~a majority of the body shall, prior to bringing the issue to the Select Board, approve the question in open session~~ a majority of a Town multimember body shall approve the question in open session prior to asking for permission to contact Counsel.
4. **Time sensitive matters.** ~~For time sensitive~~ Likewise, in such matters (when it would not be timely or practicable to delay consideration of the request to the next Select Board meeting), the Chair of the Select Board, as the Liaison to Counsel, shall be authorized to approve access to Counsel. If the Chair-Liaison authorizes such action, ~~the Chair~~ they shall notify the Select Board of the same at its next meeting. ~~For time sensitive matters (when it would not be timely or practicable to convene the full multimember body), the chair of a multimember body may independently complete the "Request to Use Legal Counsel" form.~~
5. **Confidential matters.** For matters that would require the advice of Counsel to be requested and/or provided in confidence, ~~the Chair of the Select Board, as Liaison~~ Liaison to Counsel, shall be authorized to approve access to Counsel. If the Chair-Liaison authorizes such action, ~~they~~ the Chair shall notify the Select Board ~~of the same~~ at its next meeting. The Chair-Liaison shall maintain the confidentiality of confidential requests to contact counsel. If the question was asked in confidence and would be subject to the attorney-client privilege, the Chair-Liaison shall simply inform the Board that a confidential request to contact Counsel was approved. Confidential legal advice sought or

Commented [M1]: If something is time sensitive 5 days is way too long.

Commented [SC2]: Move to first sentence of bulet\

**Town of Monterey
Policy Statement**

received by Town government bodies or officials should only be discussed in open session if absolutely necessary, understanding that such action will likely void the protections of the attorney-client privilege. Likewise, the Select Board or any government body authorized to seek advice from Town Counsel, may only meet in executive session to discuss such matters as permitted by the Open Meeting Law and in strict compliance therewith.

6. **Additional contact beyond initial request.** To the extent that a Town government body or official requires additional contact with or advice of Counsel in connection with an approved matter or a matter incidental and related thereto, no further Select Board approval shall be required. ~~Notwithstanding the provisions of the prior sentence, however, the~~ Never the less, the Select Board Chair shall be notified of any additional contact with Counsel and shall be copied on any written correspondence to or from Counsel.
7. **Use of special counsel.** Only the Select Board may authorize use of special counsel.
8. **Unauthorized contact of Counsel.** ~~Counsel may not respond directly to any legal inquiries other than as set forth herein. Counsel has been instructed to forward any requests for legal services to the Chair of the Select Board to ensure that Counsel is properly authorized to reply. If not authorized to reply, the Chair will notify the requester and Counsel of the same~~ Authorized Counsel Contact. Counsel will respond ONLY to the designated Counsel Liaison or those with prior authorization as established by the procedure outlined below.

Commented [SC3]: I recommend this item be moved to #1 since it is the direct purpose of the entire document and sets out the purpose of the form. See specific edits to text.

**Town of Monterey
Policy Statement**

REQUEST TO USE LEGAL COUNSEL – FORM

Prior to completing this form, please check this box to confirm that you are familiar with the Town's policy for Contacting Town Counsel: <input type="checkbox"/>
Name:
Department/multimember group:
If multimember group, was this request approved by group at a meeting?
Date submitted:
Requesting contact with: <input type="checkbox"/> Town Counsel <input type="checkbox"/> Special Counsel
Form of questions: <input type="checkbox"/> Written questions via email <input type="checkbox"/> Phone conversation <input type="checkbox"/> Other:
Description of legal services needed/issue faced (attach written questions if applicable and/or explanatory documentation):
Is this matter time sensitive? If so, please explain:
Is this matter confidential/subject to attorney-client privilege? If so, please explain:

REQUEST: Approved Denied

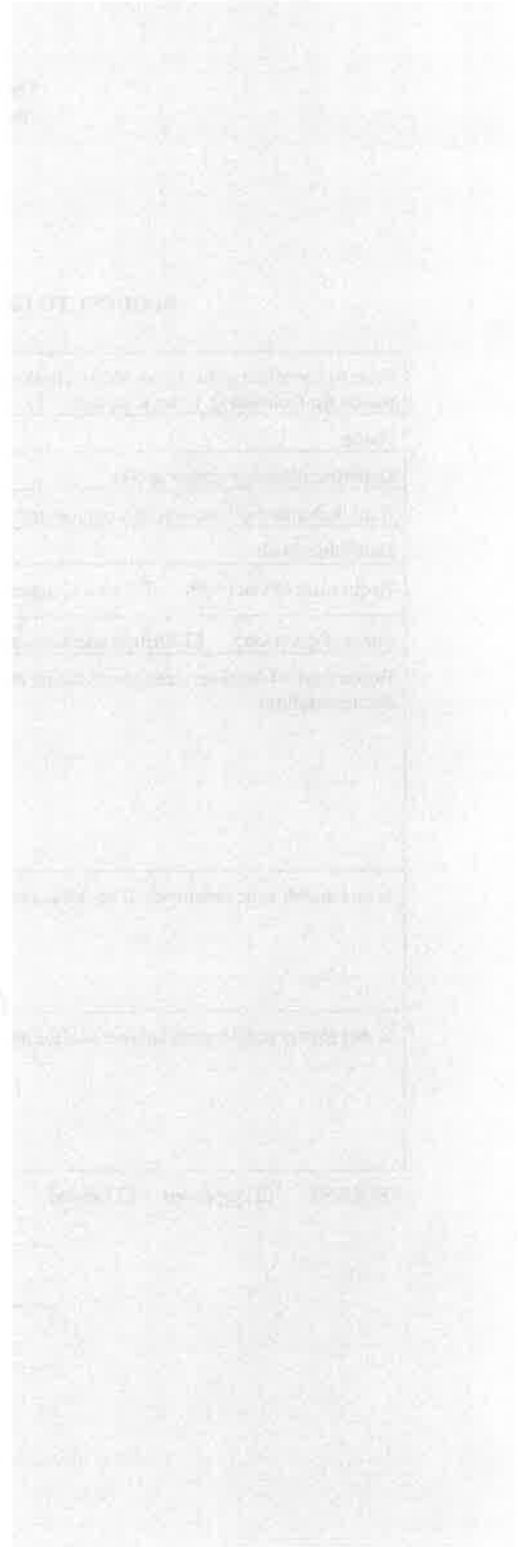
_____ Date Select Board, Chair

_____ Date Select Board

_____ Date Select Board

**Town of Monterey
Policy Statement**

For use by Select Board Chair (or alternate Counsel liaison) if request is reviewed by less than a majority of the Select Board. I deem this matter to be: Time sensitive Confidential



**Town of Monterey
Policy Statement**

Policy Name: Sexual Harassment	Approval Authority:	Board of Selectmen <u>Select Board</u>
Adopted:	Applies to:	All Departments
	Revised:	Reviewed: --

Sexual Harassment Policy
SEXUAL HARASSMENT POLICY OF TOWN OF MONTEREY

I. Introduction

It is the goal of the Town of Monterey to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated by this organization. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees. Because the Town of Monterey takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

II. Definition of Sexual Harassment

In Massachusetts, the legal definition for sexual harassment is this:

"sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- a. submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,
- b. such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

Town of Monterey Policy Statement

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances -- whether they involve physical touching or not
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess
- Displaying sexually suggestive objects, pictures, cartoons
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments
- Inquiries into one's sexual experiences, and
- Discussion of one's sexual activities

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization.

III. Complaints of Sexual Harassment

If any of our employees believes that he or she has been subjected to sexual harassment, the employee has the right to file a complaint with ~~our organization~~ the Town. If any individual believes that he or she has been subject to sexual harassment by any of our Town employees, that individual has the right to file a complaint with the Town. This complaint may be ~~filed~~ done in writing or orally.

If you would like to file a complaint you may do so by contacting ~~Sophia Bletsos, the Town's Human Resources Resource~~ Director in person or via mail, email, or phone; P.O. Box 308, Monterey, MA 01245; hr@montereyma.gov; 413-528-1443 x245.

~~The Town Administrator, Melissa Noe is also available to discuss any concerns you may have and to provide information to you about our policy on sexual harassment and our complaint process.~~

IV. Sexual Harassment Investigation

When ~~the Town~~ we receive ~~we receive~~ the complaint we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances.

~~The Our~~ investigation will include individual private interviews by the Town's Human Resources Director with the following parties: a private interview with the person who filed filing the complaint, the person who was the subject of the alleged sexual harassment (if that is a different person from the person who filed the complaint), and with any witnesses to the alleged conduct, and. ~~We will also~~ interview the person alleged to have committed sexual harassment. Based on these interviews and any other relevant and available information, the Town's Human Resources Director will make a determination as to if inappropriate conduct has occurred.

When we have completed our investigation, ~~the Town~~ we will, to the extent appropriate, inform the person filing ~~they~~ who filed the complaint and the person alleged to have committed the conduct of the results of that investigation. If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and, where it is appropriate, ~~we~~ will also impose disciplinary action.

V. Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

VI. State and Federal Remedies

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

The United States Equal Employment Opportunity Commission ("EEOC")

Formatted: Indent: Left: 0.5"

**Town of Monterey
Policy Statement**

The Massachusetts Commission Against Discrimination ("MCAD")

**Contract Agreement By and Between
The Town of Monterey
And
Sara Hunter D/B/A Mass Munifin
Treasurer Services**

This agreement, effective as of the 1st day of July 2022 by and between the Town of Monterey (hereinafter referred to as the "Town") of 435 Main Rd., Monterey, Ma. 01245 and Sara Hunter D/B/A Mass Munifin (hereinafter referred to as "Consultant") of PO box 351, Hardwick, MA 01037.

WITNESSETH THAT:

WHEREAS the Town has, pursuant to G.L. c.40, §4, obtained authorization to enter into this contractual agreement with the Consultant by vote of its Board of Selectmen, and

WHEREAS the Town is in need of Consultant services to provide Treasurer services required by M.G.L and local bylaws, and

WHEREAS the Consultant represented that she has the necessary skills to provide these services.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreement hereinafter set forth, the parties agree as follows:

1. TIME OF PERFORMANCE: The services of Consultant are to commence on July 1, 2022.
2. RESPONSIBILITY OF THE TOWN: The Town shall assume responsibility for assisting in so far as possible for the purpose of efficiency and furnishing the Consultant with adequate information and technical support needed to satisfactorily complete the services.
3. SCOPE OF SERVICES: The Consultant shall perform services required by M.G.L and local bylaws for Town Treasurer services.
4. The Town will pay the Consultant to perform the required services during the contract period from July 1, 2022-June 30, 2023 for \$37,000 a year for an average of 7.5 hours per week. Upon approval of the select board, all other services outside above description will be billed at \$150.00 per hour, plus travel time at \$360 per onsite visit that is needed for these services. The Consultant will bill the Town for services provided per this Agreement. The Consultant will be paid, upon receipt of an invoice, within 14 days of receipt of payment.
5. GENERAL PROVISIONS
 - 5.1 TERMINATION OR SUSPENSION OF AGREEMENTS:
 - 5.1.1 The Town may suspend or terminate this Contract at its sole discretion by providing the Consultant with sixty (60) days written advance
 - 5.1.2. The Consultant may suspend or terminate this Contract at its sole discretion by providing the Town with sixty (60) days written advance notice.
 5. 1.3. In the event of suspension or termination, the Town shall compensate the Consultant for services rendered through the date of suspension or termination.

- 5.2 AMENDMENTS: This Agreement may be amended provided such amendment is mutually agreeable and committed to writing by the signatories hereto.
6. INDEMNIFICATION: The Consultant shall indemnify, defend, and hold the Town harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses caused by or arising out of the Consultant's breach of this Agreement or the negligence or misconduct of the Consultant or the Consultant's agents or employees in the completion of the services or products covered by this Agreement.
7. CONFLICT OF INTEREST: The Town shall adhere to the mandates of the Massachusetts Conflict of Interest Statute M.G.L., C. 268A, the federal Conflict of Interest provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U .S.C., ss 1501 et seq.
8. NON-COLLUSION AND/OR FRAUD: The Consultant agrees to perform this Agreement in good faith and without collusion or fraud with any other person and shall not cause to interfere or influence any related contract or program as a result of the services agreed upon hereunder.
9. CONFIDENTIALITY: The Consultant will protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and state regulations, including M.G.L. C. 66, Section 10, and 20 I CMR 17:00 regarding access to public records and the protection of personal information.
10. SEVERABILITY OF PROVISIONS: If any provision if this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and all other parts of this Agreement shall remain in force and affect.

IN WITNESS THEREOF, the TOWN and the CONSULTANT have executed this AGREEMENT as of the date above so noted.

The Town of Monterey

Justin Makuc, chair
Monterey select board

Sara Hunter
Mass Munifin

27 June 2022

Selectboard
Town of Monterey
PO Box 308
Monterey MA 01245

RE: Disclosure of Appearance of Conflict of Interest 23(b)(3)

Dear Selectboard

I discussed the potential for conflict of interest with the Attorney of the Day at the Ethics Div for the Commonwealth. In that discussion they said I could feel free to discuss and deliberate on the future application of Blue Hill Farm LLC coming before the Conservation Commission. They also said if I wanted to proceed with an abundance of caution I could file the attached 23(b)(c).

I have chosen to do so. Accordingly I was advised to submit it to my appointing authority: the Selectboard.

Thank you for your help and interest.

Sincerely,

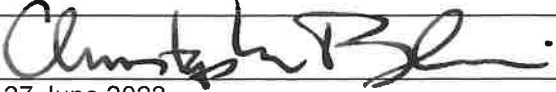
A handwritten signature in black ink that reads "Christopher Blair". The signature is written in a cursive style with a large, prominent "C" at the beginning.

Christopher Blair
Chair, Conservation Commission

Encl.

**DISCLOSURE OF APPEARANCE OF CONFLICT OF INTEREST
AS REQUIRED BY G. L. c. 268A, § 23(b)(3)**

PUBLIC EMPLOYEE INFORMATION	
Name of public employee:	Christopher Blair
Title or Position:	Conservation Commissioner, Chair
Agency/Department:	Conservation Commission, Town of Monterey, MA
Agency address:	PO Box 308, Monterey, MA 01245
Office Phone:	413.528.1443
Office E-mail:	ccagent@montereyma.gov
	<p>In my capacity as a state, county or municipal employee, I am expected to take certain actions in the performance of my official duties. Under the circumstances, a reasonable person could conclude that a person or organization could unduly enjoy my favor or improperly influence me when I perform my official duties, or that I am likely to act or fail to act as a result of kinship, rank, position or undue influence of a party or person.</p> <p>I am filing this disclosure to disclose the facts about this relationship or affiliation and to dispel the appearance of a conflict of interest.</p>
APPEARANCE OF FAVORITISM OR INFLUENCE	
Describe the issue that is coming before you for action or decision.	The farmer Sean Stanton, working on the land of Blue Hill Farm, LLC, Blue Hill Road, Monterey, MA will be filing with financial assistance from the USDA, necessary permitting to install a stream crossing in service of raising farm animals, in order to access a farm field for pasture.
What responsibility do you have for taking action or making a decision?	As a member of the Conservation Commission I will discuss and deliberate of the necessary pathways for proper permitting of this project. Without the permits the project could not go forward.
Explain your relationship or affiliation to the person or organization.	The directors of the Blue Hill Farm LLC are my cousins, though not part of my immediate family. I have worked for and am currently working for the directors but not the farmer. I have no working relationship nor do I benefit from work from the farmer. I discussed this issue with the Attorney of the Day in the Division of Ethics, and they thought there was no conflict with me discussion and deliberating on the matter that may be presented to the Commission.
How do your official actions or decision matter to the person or organization?	My voice, one of 5 current appointed commissioners, is helpful in making a good decision. A decision to allow the project to advance will benefit the cows more than the people. Certainly the farmer will have a more robust pasture archive from which to rotate grazing.

<p>Optional: Additional facts – e.g., why there is a low risk of undue favoritism or improper influence.</p>	<p>The activity that will be proposed by the farmer will benefit me in no way.</p>
<p>If you cannot confirm this statement, you should recuse yourself.</p>	<p>WRITE AN X TO CONFIRM THE STATEMENT BELOW.</p> <p><input checked="" type="checkbox"/> Taking into account the facts that I have disclosed above, I feel that I can perform my official duties objectively and fairly.</p>
<p>Employee signature:</p>	
<p>Date:</p>	<p>27 June 2022</p>

Attach additional pages if necessary.

Not elected to your public position – file with your appointing authority.

Elected state or county employees – file with the State Ethics Commission.

Members of the General Court – file with the House or Senate clerk or the State Ethics Commission.

Elected municipal employee – file with the City Clerk or Town Clerk.

Elected regional school committee member – file with the clerk or secretary of the committee.