

**Town of Monterey
Policy Statement**

Policy Name: Sexual Harassment	Approval Authority:	Select Board
Adopted: 7/20/22	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.

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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 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 in writing or orally. If you would like to file a complaint you may do so by contacting the Town's Human Resources Director in person or via mail, email, or phone: P.O. Box 308, Monterey, MA 01245; hr@montereyma.gov; 413-854-3213.

IV. Sexual Harassment Investigation

When the Town receives 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 investigation will include individual private interviews by the Town's Human Resources Director with the following parties: the person who filed 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), any witnesses to the alleged conduct, and 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 will, to the extent appropriate, inform the person 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")
The Massachusetts Commission Against Discrimination ("MCAD")

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Town of Monterey Policy Statement

Policy Name: Contacting Town Counsel	Approval Authority:	Select Board
Adopted:	Applies to:	All Departments
	Revised:	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. **Unauthorized contact of Town Counsel.** Town Counsel (hereinafter "Counsel") will respond ONLY to the designated Liaison to Counsel, or those with prior authorization as established by the procedure outlined below.
2. **Counsel Liaison.** The Chair of the Select Board shall act as the Liaison to Counsel (hereinafter "Liaison"). In cases where the Chair is not the primary correspondent with Counsel, the Chair shall be copied on ALL written correspondence to and from Counsel.
3. **Alternate Counsel Liaison.** If the Chair of the Select Board must recuse *themselves* ~~herself themselves~~ on a matter or fails to respond within ~~48~~ 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 for that matter. If the Liaison denies a confidential or time sensitive request, the requestor shall have the ability to make an appeal to the whole Select Board.
4. **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. Unless a matter is time sensitive or confidential, a majority of a Town multimember body shall approve the question in open session prior to asking for permission to contact Counsel. 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.
5. **Time sensitive matters.** 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. Likewise, for time sensitive matters, the Liaison shall be authorized to approve access to Counsel. If the Liaison authorizes such action, *she* shall notify the Select Board of the same at its next meeting.
6. **Confidential matters.** For matters that would require the advice of Counsel to be requested and/or provided in confidence, Liaison shall be authorized to approve access to Counsel. If the Liaison authorizes such action, *she* shall notify the Select Board at its next meeting. The 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 Liaison shall simply inform the Board that a confidential request to contact Counsel was approved. Confidential legal advice sought or 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.
7. **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. Nevertheless, the Liaison shall be notified of any additional contact with Counsel and shall be copied on any written correspondence to or from Counsel.
8. **Use of special counsel.** Only the Select Board may authorize use of special counsel.

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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

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

Select Board member office hours - DRAFT

Select Board members, one at a time, will hold regular office hours. Monterey residents are invited to drop in to ask questions, give input, and discuss Town government, Town services, and other issues with a Board member.

These office hours are not public meetings with an agenda, but rather a casual, open time for general discussions. Items or concerns raised at member office hours that may warrant official action by the Select Board will be added to the agenda of a future Board meeting for deliberation and action. The legal authority of a Board member is limited to actions taken by the Board at a legally called, posted meeting with a majority of the Board present.

Select Board member office hours will generally be held at Town Hall on Saturday mornings 9:30-~~11:30~~10-11am, as members are available. Office hour dates, times, and locations will be posted to the Town calendar on the Town of Monterey website. To be notified about office hours directly to your email inbox, subscribe to E-Alerts for "Select Board member office hours."

**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 Select Board, 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 notice.
 - 5.1.2. The Town may suspend or terminate this Contract for just cause effective immediately, and without providing the Consultant with written advance notice.
 - 5.1.3. The Consultant may suspend or terminate this Contract at its sole discretion by providing the Town with sixty (60) days written

advance notice.

5. 1.4. 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

7/20/22


Susan Cooper

Monterey Select Board

Sara Hunter
Mass Munifin

**AMERICAN RESCUE PLAN ACT SUBGRANT AGREEMENT BETWEEN
TOWN OF MONTEREY AND SOUTHERN BERKSHIRE AMBULNCE SERVICE, INC.**

This Subgrant Agreement is entered into by the Town of Monterey, a municipality organized under the laws of the Commonwealth of Massachusetts with its usual place of business located at Monterey, Massachusetts (the “Grantor”) and Southern Berkshire Ambulance Service, Inc, an emergency and non-emergency ambulance transportation provider with an address of 31 Lewis Ave, Gt. Barrington, MA 01230, Massachusetts (the “Subgrantee”).

WITNESSETH:

WHEREAS, the Commonwealth of Massachusetts received approximately \$3.4 billion from the federal government through the American Rescue Plan Act for municipalities and counties (“ARPA”); and

WHEREAS, Monterey was allocated \$276,190 from the Coronavirus Local Fiscal Recovery Fund pursuant to ARPA; and

WHEREAS, the ARPA and Fund allow for the subgrant of funds from the Grantor to be used for response to the public health emergency, including negative economic impacts caused by the Coronavirus; to provide premium pay to essential workers, to replace lost revenue, or to invest in water, sewer, or broadband infrastructure; and

WHEREAS, the Subgrantee provides emergency medical treatment and transportation services; and

WHEREAS, the Grantor desires to subgrant to the Subgrantee funds in the amount of \$17,979.00 to assist the Subgrantee with lost revenue, equipment (ambulance) purchases, and recruitment and retention of essential employees; and

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants, and agreements herein contained, the sufficiency of which is hereby acknowledged, the parties hereto represent and agree as follows:

I. PURPOSE

Subgranting of Coronavirus Relief Funding to provide financial assistance is permissible if (1) used for response to the public health emergency, including negative economic impacts caused by the Coronavirus; to provide premium pay to essential workers, to replace lost revenue, or to invest in water, sewer, or broadband infrastructure, and (2) said funds will be used to meet the eligibility criteria as required by the U.S. Department of Treasury. The purpose of this Subgrant Agreement is to transfer to the Subgrantee funding from the Fund to replace lost

revenue and assist with equipment and supply purchases, and recruitment of essential workers, [describe eligibility for funding].

II. RESPONSIBILITIES OF GRANTOR

Grantor agrees to:

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement, and federal, state, and local laws.
- B. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- C. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with all applicable conditions, requirements, and restrictions of federal, state, and local laws, as well as the federal terms and conditions of the grant award.
- B. Provide Grantor information, upon request, to allow Grantor to comply with the financial reporting requirements necessary to meet its operational needs and obligations, including obligations to state and federal government.
- C. Take prompt and corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, the Commonwealth's Executive Office for Administration and Finance's Federal Funds Office ("FFO"), any federal agency, or other entity authorized by federal, state, or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- D. Make records available to Grantor, the FFO, federal agencies, and other authorized governmental agencies for review, audit, and investigation.

IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 13, 2022 through _____ . All eligible costs shall be incurred by December 31, 2024 and expended by December 31, 2026.

V. AMOUNT OF GRANT/PAYMENT

- A. This subgrant is in the total amount of Seventeen thousand nine hundred and seventy nine DOLLARS (\$17,979.00).
- B. Payment will be made to Subgrantee by Grantor in one (1) payment.
- C. Subgrantee understands that availability of funds is contingent upon the availability of ARPA Funds granted to Grantor.
- D. Subgrantee understands and agrees that the subgrant award is subject to the following conditions:
1. The use of the subgrant funds must be only for eligible expenditures under the U.S. Treasury's Final Rule implementing the Coronavirus State and Local Fiscal Recovery Funds, 87 FR 4338;
 2. Eligible costs exclude costs incurred prior to March 3, 2021 or after December 31, 2024; and
 3. Eligible costs incurred between March 3, 2021 and December 31, 2024 must be expended by December 31, 2026.

VI. GENERAL PROVISIONS

- A. **COMPLIANCE WITH LAWS.** Subgrantee agrees to comply with all applicable laws, ordinances and regulations of the governmental entities having jurisdiction over matters that are the subject of this Subgrant Agreement.
- B. **ASSIGNMENT.** This Subgrant Agreement may not be assigned.
- C. **INDEMNIFICATION.** Subgrantee shall be fully liable for the actions of its agents, employees, officers, partners, contractors, and subcontractors, and shall fully indemnify, defend, and save harmless the Grantor from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Subgrantee's performance of this Subgrant Agreement cause by any act or omission of Subgrantee, its agents, employees, officers, partners, contractors, or subcontractors, without limitation.

VII. NOTICES

Communications concerning this Subgrant Agreement shall be directed to the following:

TOWN OF MONTEREY
Melissa Noe, Town Administrator
P.O. Box 308
435 Main Rd.
Monterey, MA 01245

SUBGRANTEE
Shawn Godfrey, Chief of Operations
Southern Berkshire Ambulance
31 Lewis Avenue
Great Barrington, MA 01230

IN WITNESS WHEREOF, this Subgrant Agreement is effective upon the date of the last signature.

SUBGRANTEE – Southern Berkshire Ambulance Service, Inc.



July 13, 2022
Date: _____

TOWN OF MONTEREY
By its Select Board

Justin Makuc, Chair

Susan Cooper

Date: _____

Monterey Town Administrator

From: Contact form at Monterey MA <cmsmailer@civicplus.com>
Sent: Thursday, July 14, 2022 1:08 PM
To: Select Board
Subject: [Monterey MA] ARPA funds application (Sent by Laurie Shaw, shaw19@verizon.net)

Hello Select Board,

Laurie Shaw (shaw19@verizon.net) has sent you a message via your contact form (<https://www.montereyma.gov/user/671/contact>) at Monterey MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.montereyma.gov/user/671/edit>.

Message:

Dear Susan and Justin,

I have received the new application for ARPA funds and I noticed that the application needs to be in by Oct. 1. Are you responding to the applications as they come in or are you going to review them all after the deadline? I am asking because, if approved, the Monterey Community Center proposal for a pavilion on the property will take at least 6 months to bring to fruition and we would like to have it ready for next spring. The earlier we could complete the application process, the better it would be for us.

Many thanks,
Laurie Shaw
MCC Committee Chair

Monterey Town Administrator

From: Monterey Town Administrator <admin@montereyma.gov>
Sent: Monday, July 11, 2022 2:54 PM
To: Justin Makuc; Susan Cooper
Subject: Tax Property Follow-up

The Board had additional questions from when the Treasurer came in about the Lupiani property, please find the answers below:

- 1) If we reject this offer and put it to an auction and do not get any bidders can we turn around and then accept the buy back to the relative? Yes
- 2) Can the relative, who was a minor at the time, pay off the tax title amount? Yes Can they bid at the auction? Yes
- 3) As far as the tax possession auction. Sara pulled the town owned properties, requested which ones were taken through foreclosure with our tax title attorney and she's reached out to an auctioneer to get information.

Sara would like to know if the board discussed if they want to put money into any of the sites to do perc tests on land?

Please let me know if you need me to schedule a future meeting with Sara and the tax title attorney to discuss any of this further and if you have questions you want to send ahead of time.

Respectfully,

Melissa Noe

Town Administrator
Town of Monterey
413-528-1443 x111

You are AMAZING! Keep up the great work! 😊

Town of Monterey
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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 checked="" type="checkbox"/>	
Name:	Justin Makre
Department/multimember group:	Select Board
If multimember group, was this request approved by group at a meeting?	yes
Date submitted:	7/20/22
Requesting contact with:	<input checked="" type="checkbox"/> Town Counsel <input type="checkbox"/> Special Counsel
Form of questions:	<input checked="" 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):	
when to release executive session minutes purpose (1) character reputation	
Is this matter time sensitive? If so, please explain:	
no	

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Is this matter confidential/subject to attorney-client privilege? If so, please explain:

no

REQUEST: Approved Denied

7/20/22 _____
Date Select Board, Chair
7/20/22 _____
Date Select Board

Date Select Board

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