

Monterey Town Administrator

From: Peter Murkett <petermurkett@gmail.com>
Sent: Wednesday, August 10, 2022 10:13 AM
To: susan@montereyma.gov; Justin Makuc; Monterey Town Administrator
Subject: REWG update

Greetings SB members,

Two members of the Monterey Renewable Energy Working Group met virtually on August 3 with River Strong and Zara Dowling of the UMass Clean Energy Extension Program. We were impressed with their knowledge, energy, and commitment to addressing climate change. The extension program they have devised offers the Town of Monterey a carefully structured, free, practical opportunity to plan for thoughtful solar development specific to our town. Advanced undergraduate students, working closely with CEE staff, will help, over the course of the coming school year, assess Monterey infrastructure and resources, evaluate options, solicit community preferences; and draft an action plan. We strongly urge you to approve our participation.

[Here](#) is a link to the program's Toolkit.

The REWG has also had several conversations with a professional clean energy consultant, and concluded that the free student program and the work of a paid professional can complement each other, providing an in-depth, cost-effective way to develop the right plan for our town.

As discussed with Town Administrator Melissa Noe, I am available to answer questions by phone at 6:30 during the SB meeting on August 17, 2022.

As you can see from the unedited email thread below, it is always a challenge to set up a meeting a timely manner. Despite my inability to attend the 8/17 SB meeting in person, I hope we can connect nonetheless to expedite approval of our participation in the UMass program.

Thanks for your attention to this important opportunity.

Respectfully,

Peter Murkett, Chairperson
Monterey Renewable Energy Working Group



What is Monterey Sun Power? It is an initiative of the Town of Monterey to address climate change by bringing solar-powered electricity to the Town and its residents.

To this end, last December the Monterey Select Board created the Renewable Energy Working Group (REWG) to research renewable energy options for Monterey and bring appropriate implementation proposals before the Town.

The Town would like to:

- Provide solar panels for Town buildings
- Encourage residents to install solar panels at their homes and farms
- Install sun-powered facilities in Monterey to generate renewable electricity for Town residents

In accomplishing these goals, Monterey will join surrounding communities like Stockbridge, Otis, and New Marlborough, which all have facilities generating renewable energy (solar panels in Stockbridge and New Marlborough, a wind turbine in Otis).

What is the REWG doing? The REWG is seeking funds to hire an experienced and knowledgeable consultant to develop a comprehensive plan of action in a complex commercial and regulatory field. Our goal is to bring carefully considered proposals to the Select Board and the Town. With voter approval, the Town will seek bids for the installation of solar power systems. Winning bidders will complete the installations.

What will all this cost me? The Committee continues to explore the cost and benefits of various ideas. Generally, however, solar power is already less costly than electricity generated by burning fossil fuels, and the economics are expected to improve. If an appropriation is required, it will be subject to approval at Town Meeting.

What can I do? Interested residents can do three things to support Monterey Sun Power:

1. Consider installing a solar-powered system at your home or farm
2. Support the Renewable Energy Working Group
3. Make suggestions and get involved

Is solar right for your home? Many Town residents have installed solar home systems and can share valuable information to help you answer this question. The REWG can also provide a list of reputable solar installers.

Solar home systems are built last up to 25 years. Generally, the cost of a system is recovered in 7 - 8 years. After that, the system provides you with free electricity for the rest of its useful life (20-25 years). Financing options typically cost less on a monthly basis than your electric bill.

Have a suggestion or want more information? Email us at rewg@montereyma.gov.

Let's make Monterey Sun-Powered!

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Subject: Re: Town Charter Committee

From: [REDACTED]

Date: Fri, Aug 12, 2022 11:48 am

To: Justin Makuc <justin@montereyma.gov>

Justin, thank you for your inquiry.

I have given thought to this issue, and reached the conclusion that Monterey doesn't have any problems that require pursuing the development of a town charter. Also, It is an expensive and very time consuming project, and one likely to create intense debate over a variety of issues. Since I'm firmly opposed to the idea, I don't think I'd be a good choice for that committee. But thank you for thinking of me.

I think I'd be more useful on the Finance Committee since I've fully participated in the preparation of three budgets for Monterey, and sat in on all the budget meetings during the making of this year's budget.

Best,
Don

On Friday, August 12, 2022, 09:08:45 AM EDT, Justin Makuc <justin@montereyma.gov> wrote:

Hello,

I am reaching out because you expressed interest in being appointed to the Town Charter Committee last November. This process was ultimately delayed and the Select Board is currently deciding how to proceed and who to appoint to this Committee. Since the better part of a year has passed since your initial interest and we are under different circumstances, we wanted to check back in with you. Are you still interested in being appointed to the Committee?

To remind you, the purpose of this Committee is: "To investigate and advise the Board of Selectmen to see if a proposed town charter is appropriate for Monterey."

Please let me know either way.

Best,

Justin

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Subject: Re: Town Charter Committee
From: Hillel Maximon <hillel@montereyma.gov>
Date: Fri, Aug 12, 2022 6:07 pm
To: Justin Makuc <justin@montereyma.gov>

Thank you for writing to me Justin. I am still interested in serving on the Town Charter Committee. Hillel

Sent from my iPhone

On Aug 12, 2022, at 9:08 AM, Justin Makuc <justin@montereyma.gov> wrote:

Hello,

I am reaching out because you expressed interest in being appointed to the Town Charter Committee last November. This process was ultimately delayed and the Select Board is currently deciding how to proceed and who to appoint to this Committee. Since the better part of a year has passed since your initial interest and we are under different circumstances, we wanted to check back in with you. Are you still interested in being appointed to the Committee?

To remind you, the purpose of this Committee is: "To investigate and advise the Board of Selectmen to see if a proposed town charter is appropriate for Monterey."

Please let me know either way.

Best,

Justin

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Subject: RE: Town Charter Committee
From: "Debbie Slater" <dslater@camermediant.com>
Date: Sat, Aug 13, 2022 3:33 pm
To: Justin Makuc <justin@montereyma.gov>

Dear Justin,

Thanks for reaching out to me.

Much has changed since I thought to sign up to serve on the Town Charter Committee .. and my time is more limited now. I'd like to withdraw my name from consideration and hope that you have good people who can contribute much to this.

My very best,
Debbie

From: Justin Makuc <justin@montereyma.gov>
Sent: Friday, August 12, 2022 9:09 AM
To: justin@montereyma.gov
Subject: Town Charter Committee

Hello,

I am reaching out because you expressed interest in being appointed to the Town Charter Committee last November. This process was ultimately delayed and the Select Board is currently deciding how to proceed and who to appoint to this Committee. Since the better part of a year has passed since your initial interest and we are under different circumstances, we wanted to check back in with you. Are you still interested in being appointed to the Committee?

To remind you, the purpose of this Committee is: "To investigate and advise the Board of Selectmen to see if a proposed town charter is appropriate for Monterey."

Please let me know either way.

Best,

Justin

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Subject: Re: Town Charter Committee

From: Shawn Tryon <shawntryon20@yahoo.com>

Date: Mon, Aug 15, 2022 7:30 am

To: Justin Makuc <justin@montereyma.gov>

Yes, I would be part of that.

Sent from my iPhone

On Aug 12, 2022, at 9:08 AM, Justin Makuc <justin@montereyma.gov> wrote:

Hello,

I am reaching out because you expressed interest in being appointed to the Town Charter Committee last November. This process was ultimately delayed and the Select Board is currently deciding how to proceed and who to appoint to this Committee. Since the better part of a year has passed since your initial interest and we are under different circumstances, we wanted to check back in with you. Are you still interested in being appointed to the Committee?

To remind you, the purpose of this Committee is: "To investigate and advise the Board of Selectmen to see if a proposed town charter is appropriate for Monterey."

Please let me know either way.

Best,

Justin

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**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 checked="" type="checkbox"/> XX	
Name: Melissa Noe	
Department/multimember group: Town Administrator/Highway	
If multimember group, was this request approved by group at a meeting? N/A	
Date submitted: 8/8/22	
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): Kayaks that have been removed from the area across from the beach and have been unclaimed for more than 1 ½ years. We'd like to know what the town needs to do to auction these off (do we need to first put some kind of unclaimed property notice out and if so where, for how long, does it need to contain anything specific, etc)?	
Is this matter time sensitive? If so, please explain: No	
Is this matter confidential/subject to attorney-client privilege? If so, please explain: No	

REQUEST: Approved Denied

8/17/22	
Date	Select Board, Chair
8/17/22	
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

COMMONWEALTH OF MASSACHUSETTS

WILLIAM FRANCIS GALVIN

SECRETARY OF THE COMMONWEALTH

WARRANT FOR 2022 STATE PRIMARY

SS. Berkshire

To the Constables of the City/Town of Monterey

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at:

0 (insert ward/precinct numbers)

1 (insert polling locations)

On TUESDAY, THE SIXTH DAY OF SEPTEMBER, 2022, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

- GOVERNOR For this Commonwealth
LIEUTENANT GOVERNOR For this Commonwealth
ATTORNEY GENERAL For this Commonwealth
SECRETARY OF STATE For this Commonwealth
TREASURER For this Commonwealth
AUDITOR For this Commonwealth
REPRESENTATIVE IN CONGRESS 4th DISTRICT
COUNCILLOR 4th DISTRICT
SENATOR IN GENERAL COURT 4th DISTRICT
REPRESENTATIVE IN GENERAL COURT 4th DISTRICT
DISTRICT ATTORNEY 4th DISTRICT
SHERIFF Berkshire COUNTY
COUNTY COMMISSIONERS (if applicable) Berkshire COUNTY
REGISTER OF DEEDS (Bristol Southern District only) (to fill vacancy)

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this 17 day of AUGUST, 2022. (month)

Handwritten signature and lines for official use.

City Council or Selectmen of: Monterey (City or Town)

Monterey Town Hall, Transfer Station, U.S Post office, General Store, Main Rd at/near intersection of Swann Rd, Select Board File (Indicate method of service of warrant)

Constable (month and day), 2022. (Indicate method of service of warrant)

Warrant must be posted by August 30, 2022 (at least seven days prior to the September 6, 2022 State Primary).

Position Title: Town Administrator

Hours/Compensation: This position is a full time, salaried, exempt position. Due to the nature of the job additional hours beyond the normal workweek may be necessary.

Benefits: Full benefits. Please see the Employee Manual for more details.

Statement of Duties:

The Town Administrator (TA) works with all town departments toward the achievement of common goals for the Town. The town administrator shall devote full time to the office and shall not hold any other public office, elective or appointive, nor engage in any other business or occupation during such service, unless in advance approved by the Select Board. Professional administrative, technical and supervisory work in managing and directing town activities, departments and projects on behalf of the Select Board including the establishment of departmental goals and objectives, policies and regulations. Researches, analyzes and recommends changes in town policies, personnel, systems and procedures, and serves as liaison and coordinator between town officials, employees and citizens; all other related work as required.

Supervision Required: The TA is appointed by the Select Board and functions under its jurisdiction and policy direction in accordance with town bylaws, policies and procedures, state and federal statutes. The TA will refer specific issues or problems to the Select Board when clarification or interpretation of town policy or procedures is required.

Confidentiality: Employee has complete access to all municipal confidential information in accordance with the State Public Records Law.

Supervisory Responsibility: The employee is accountable on a town-wide basis for success of programs accomplished through others. Analyzes program objectives, reviews work operations, estimates and allocates the financial and staff resources required, including recommendations to the Select Board for the hiring, training, and disciplining of employees. Employee provides direct supervision of Select Board staff, department heads, and individual staff under the jurisdiction of the Select Board. Recruits, screens and recommends personnel to Select Board for appointment.

Essential Functions: The powers, duties, and essential functions of the TA shall include, but are not limited to, the following:

- a. The TA supervises and is responsible for the efficient administration of all departments, commissions, boards and officers.
- b. The TA attends all regular meetings of the Select Board except meetings at which the TA's removal is being considered, and attends all town meetings and shall be permitted to speak when recognized by the moderator.
- c. The TA keeps the Select Board fully advised as to the needs of the town and shall recommend to it for adoption such measures requiring action by them or by the town meeting as the TA may deem necessary or expedient.
- d. The TA works collaboratively with the Town Accountant to prepare and submit to the Select Board and finance committee an operating and capital improvement budget, as provided by the town's bylaw and MGL. The TA shall monitor town spending through the fiscal year and make

financial reports to the Select Board as requested. The TA shall coordinate the development of strategic financial goals for the Town and make recommendations concerning financial policies and practices to the select board and Finance Committee.

- e. The TA acts as the first line of contact for internal inquiries of the Accountant and Treasurer.
- f. The TA coordinates appointments to offices, boards/committees and employment with the Town over which the Select Board has final approval or appointing authority. The TA may recommend removal of the same, for cause, in writing and otherwise in accordance with town bylaws.
- g. The TA supervises the rental and use of all town property.
- h. The TA supervises the permit and license procedures for the Select Board.
- i. The TA is the purchasing agent and chief procurement officer for the town. The TA shall be responsible for ensuring that departments are aware of and comply with the provisions of MGL Chapter 30B.
- j. The TA supervises the town's human resource administration. The TA provides for the maintenance and security of personnel files.
- k. The TA administers and supervises, either directly or through a person or persons reporting to her/him, all provisions of general and special laws applicable to the town, all HR issues, all bylaws and votes of the town, and all regulations established by the Select Board.
- l. The TA is accessible and available for consultation to boards, committees and commissions of the town, whether appointed or elected, and shall be responsive to their request for assistance.
- m. The TA keeps full and complete records of her/his office, and provides periodic reports as requested by the Select Board.
- n. The TA prepares or writes town meeting warrant articles for presentation to the Select Board; the TA submits the warrants to town counsel for review.
- o. The TA oversees the coordination and compilation of Annual Town Reports.
- p. The TA prepares applications for grants, administers grants received, works with appropriate state, federal, and private officials on various town projects as required.
- q. The TA performs such other duties as may be required of her/him by bylaw, by vote of the Select Board, or vote of the town meeting.
- r. The TA supervises the Town's website and ensures that the Town's website complies with all aspects of the town bylaws and laws of the Commonwealth.
- s. The TA administers Town Insurances, including health, life, dental, property, casualty, liability and workers compensation.

Work Environment: Work is performed under typical office conditions. Position requires occasional night meetings and work after normal business hours as needed; may be contacted on the town owned cell phone at any time to respond to important situations and emergencies.

Recommended Minimum Qualifications

Education and Experience: Bachelor's Degree in Public Administration, or a related field with Master's degree preferred; minimum of five years' experience in public administration; or any equivalent combination of education, training, and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job.

Special Requirements: Class D Motor Vehicle Operator's License in good standing.

Knowledge: Working knowledge of Massachusetts General Laws and regulations; working knowledge of municipal finance laws and regulations, labor laws, procurement laws, personnel practices and procedures. Sufficient knowledge of emerging technologies and to recognize its value to the Town. Comprehensive knowledge of the various financial requirements of municipal government. Proficiency in various computer software and hardware applications.

Skills and Ability: Strong oral communication skills including the ability to represent the Town with an array of organizations including the media. Excellent writing skills. Strong organizational skills including the ability to manage a large number of projects and tasks. Skill in the utilization of technology. Professional skills related to customer service. Ability to direct and evaluate the work of department heads as well as other subordinates including office staff. Ability to plan, organize, and direct the development of projects, the preparation of reports, analyze problems and formulate recommendations. Ability to bring people together around complex goals and develop consensus among community groups and individuals that may not share common priorities. Ability to establish and maintain harmonious and effective working relationships and deal appropriately with employees, Select Board/committee members, agencies and officials, media and the public. Ability to prioritize and manage multiple tasks, and delegate authority in a prompt and effective manner. Ability to negotiate contracts, agreements and appropriate working arrangements and achieve timely results with the aid of the Select Board and/or Town Counsel. Ability to deal tactfully with disgruntled members of the public and town staff.

Physical and Cognitive Requirements: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. In the event the TA becomes disabled, as defined by the Americans with Disabilities Act, the TA must be able to perform the essential job functions (as listed) either aided or unaided or with the assistance of a reasonable accommodation to be determined by the Select Board.

Minimal physical effort generally required in performing duties under typical office conditions. Position requires the ability to operate a personal computer and typical office equipment. The employee is frequently required to use hands to finger, handle, or feel objects, tools or controls and reach with hands and arms. The employee is frequently required to sit, talk and hear. Employee may be required to lift/move objects weighing up to 10 pounds.

Duties are largely cognitive, but the job may occasionally require minimal motor skills for activities such as moving objects, operating a telephone system, computer and/or most other office equipment, keyboarding and/or word processing.

Visual demands include constantly reading documents for general understanding and analytical purposes.



Town of Monterey Memorandum

TO: Town Clerk, Police Chief, Building Inspector, Council on Aging Outreach Worker, Director of Operations, Fire Chief, ~~Human Resource Director~~ and all appointed Boards and Commissions

FROM: Select Board

CC: Town Administrator

DATE: 8/17/22

SUBJ: Direct Supervision and Reporting

As part of the ongoing process to clarify town policies and procedures, as well as ~~remove distance~~ the Board from human resource functions allowing us to stay focused on policy setting and those responsibilities assigned to us under Massachusetts General Laws, the following memo outlines the procedures for immediate supervision.

As one of the departments named above you report directly to the Town Administrator who is responsible on a town-wide basis for success of programs accomplished through others. The Town Administrator will work with you to analyze program objectives, review work operations, assist with estimates and allocations for the financial and staff resources required, including recommendations to the Select Board for the hiring, training, and disciplining of employees. The Town Administrator is tasked with supervising and the efficient administration of all departments, commissions, boards and officers.

Effective immediately all day to day operational items, including but not limited to ~~;~~ time off requests, human resource concerns, financial questions and staffing should be reported directly to the Town Administrator whether in person or via email (admin@montereyma.gov). ~~please do not carbon copy the Board as we are trying to streamline communications and make operations more efficient. The Town Administrator will be responsible for updating the Board as necessary.~~ If you have a concern that involves a negative interaction with the Town Administrator you would

contact the Human Resource Director for guidance by phone (413-854-3213) or email (hr@montereyma.gov).

The Town Administrator and Human Resource Director will be reaching out to you to schedule a meeting to review your current job description as well as any comments, concerns or suggestions you may have with regard to your department.

We thank you for your cooperation on this matter.

Sincerely,

Justin Makuc, Chair
Monterey Select Board

Susan Cooper

SECURITY AGREEMENT

This Security Agreement ("Agreement") is dated August 17, 2022 (the "Effective Date"), by and between FIBER CONNECT LLC, a Massachusetts limited liability company with a principal place of business at 445b Main Road, Monterey, MA 01245 (the "Debtor") and the TOWN OF MONTEREY, a municipal corporation having a main office located at 435 Main Rd., Monterey, MA 01245 (the "Secured Party").

Recitals:

This Agreement is delivered to the Secured Party in accordance with the terms of BROADBAND FIBER NETWORK CONSTRUCTION AND OPERATION SERVICES AGREEMENT ("Service Agreement") between the parties of this Agreement.

The Debtor has entered into an agreement with MASSACHUSETTS TECHNOLOGY COLLABORATIVE namely the "Last Mile Broadband Grant Agreement" (the "Grant").

1. GRANT OF SECURITY INTEREST. For valuable consideration, receipt of which is hereby acknowledged, the Debtor hereby grants to the Secured Party a security interest in the following property, referred to in this Agreement as the "Collateral".

1.1 That property set forth in Exhibit "A" annexed hereto, which Exhibit is hereby incorporated by reference and made a part hereof.

2. OBLIGATIONS SECURED. The obligation of the Debtor to provide services to the Town of Monterey pursuant to the Service Agreement ("Service Agreement") between the parties.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS. Debtor warrants and agrees that:

3.1 Debtor has the right and authority to grant this security interest.

3.2 Debtor has good and marketable title to all of the Collateral, none of which are subject to any encumbrance or claim of any person.

3.3 This security interest represents a valid perfected first lien on the Collateral, subject to no equal or prior lien, except to the Existing Secured Party. Debtor will not permit any liens or security interests to attach to any of the Collateral, or to any of the Debtor's other assets, except in favor of the Secured Party with the exception of the refinance of current loans secured by all or a portion of the Collateral.

3.4 The Collateral is now owned by the Debtor and shall not be transferred outside of the ordinary course of business. The Collateral is bought or used primarily for business purposes.

3.5 The Debtor will give written notice to the Secured Party of

a. the location of the "chief place of business" of the Debtor, meaning thereby the place from which in fact the Debtor manages the main part of its business. Except as such notice is given, the locations of records and the chief place of business is at the address hereinbefore set forth.

3.6 Debtor authorizes Secured Party to file financing statements pursuant to the Uniform Commercial Code with the Secretary of the Commonwealth of Massachusetts. Debtor will pay the costs of filing the same whenever the Secured Party deems desirable.

3.7 Debtor will insure the Collateral as set forth in the Service Agreement.

3.8 Debtor will keep the Collateral in good order and repair obsolescence excepted and will not waste or destroy any portion of Collateral. Debtor will defend against any claims to the Collateral of any third parties, and will pay when due all taxes, license fees and assessments relating to the Collateral except those disputed in good faith through appropriate proceedings and for which adequate reserves are established. Debtor will not use the Collateral in violation of any statute or ordinance or any policy of insurance.

3.9 Debtor will immediately notify the Secured Party in writing

- a. of any change in the address or name of the Debtor; or
- b. of any change in any fact or circumstance warranted or represented by the Debtor in this Agreement or furnished to Secured Party.

4. **TERMINATION OF AGREEMENT.** This Agreement shall terminate on the earlier of the following:

4.1 Ten Years from the effective date off the Service Agreement.

4.2 The failure of the MBI to pay the Debtor in accordance with the terms of the Grant.

5. **EVENT OF DEFAULT.** With respect to the Debtor, or any endorser, guarantor or surety for the Debtor, the occurrence of any one or more of the following shall constitute an event of default hereunder (each referred to as an "Event of Default") provided, however, that to the extent any of the Obligations are payable upon demand by the Secured Party, the enumeration of Events of Default shall in no event restrict, impair or limit the Secured Party's unilateral and unconditional ability to make such demand, and no existence of any event described below shall constitute a condition precedent for any such demand:

5.1 Default of any term, condition, or covenant contained in this Agreement which continues for more than sixty (60) days after written notice thereof.

5.2 Any representation or warranty made or furnished to the Secured Party herein or in any other document is incorrect or incomplete in any material respect.

5.3 An uncured Event of Default in the Service Agreement.

6. MISCELLANEOUS.

6.1 This Agreement shall be construed according to and governed by the laws of the Commonwealth of Massachusetts. All parties submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for all matters in connection with this instrument as well as for all purposes in connection with any other relationship between the parties. Any and all disputes or litigation proceedings between the parties shall be commenced in the state or federal courts located in Berkshire County, Massachusetts.

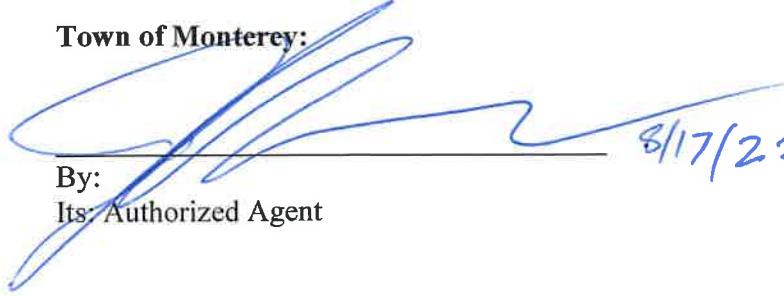
6.2 This Agreement shall be binding upon and for the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.3 In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

Signature Page to Follow

Executed as a sealed instrument on the date first written above.

Town of Monterey:



_____ 8/17/22

By:

Its: Authorized Agent

Fiber Connect, LLC.:

By: Adam Chait

Its: Manager

EXHIBIT "A"

DEBTOR:
SECURED PARTY:

Fiber Connect, LLC grants to Monterey a first priority security interest in all existing and after acquired and after-acquired tangible and intangible assets that specifically and exclusively relate to and are required for ongoing operation of Monterey's Extended Network, which shall include, but are not limited to, all physical network infrastructure, cable plant, pole licenses, intangible assets, Customer Premise Equipment (CPE), and head-end/routing equipment located in Monterey; other equipment wherever located that specifically and exclusively relates to or is required for ongoing operation of Monterey's network; documentation and records relating to Monterey's network operations such as schematics, maps, operations documents and manuals, customer records and account information as pertains to Monterey subscribers, agreements with upstream providers to the extent the same are assignable; and any other assets and materials that are reasonably required to effect transfer and facilitation of ongoing network operations in The applicable security interest shall be released upon the earlier of: (i) the termination of this agreement by either party as allowed in the Grant Agreement between Massachusetts Park Technology Corporation and Fiber Connect, LLC dated April 14, 2021, or (ii) December 21, 2030.

Monterey Town Administrator

From: Contact form at Monterey MA <cmsmailer@civicplus.com>
Sent: Tuesday, August 9, 2022 10:42 AM
To: Select Board
Subject: [Monterey MA] request appointment to Conservation Commission (Sent by Kevin Moody, notes@kmoody.com)

Hello Select Board,

Kevin Moody (notes@kmoody.com) 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 Select Board:

I wish to serve Monterey, and request appointment to the Conservation Commission if a seat is available.

I moved to Monterey in May; I am a full time resident.

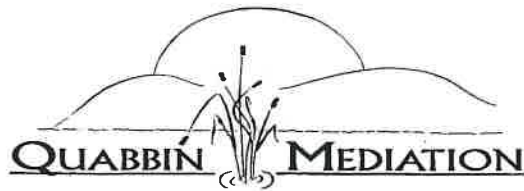
My work and family obligations take me away for ten to twelve weeks a year, in small blocks of time. I do not anticipate that my travels will adversely affect my performance.

I was privileged to observe the July and August meetings of the Conservation Commission, and was impressed by both the mission and the open, neighbor-helping-neighbor attitude of the group.

Please email or call me with questions.

Thank you,
Kevin Moody

20 Pixley Road
104-740-3850



13 S. Main St., Orange, MA 01364 (978) 544-6142 ~ Toll Free: (888) 924-2600

In the matter of the mediation between Melissa Noe, Town Administrator and Justin Makuc, Select Board Chair

We, the undersigned, having participated in mediation sessions on 7/11/22 and 8/2/22, are satisfied that the resolution of our dispute is fair and reasonable, and we agree to abide by and fulfill the following:

Justin and Melissa discussed several issues, and we took note of areas of agreement and common ground, including the following:

--Agreement to compose together a notice/memorandum on the chain of authority within the town government. Specifically covering where to go with problems, information or concerns. The Select Board should review and clarify the Town Administrator's job description and notify all employees of the role of the Town Administrator once the job description has been reviewed and clarified by the Select Board.

--Treat all employees, citizens, and anyone involved with the Town government fairly and consistently. Hold each party accountable for violations of Town policy or best practice; praise jobs well done; and work cooperatively and collaboratively with everyone equally. Avoid the practice and appearance of favoritism.

--Continue to meet at least once weekly, usually on Mondays, to address current matters and keep up the flow of communication.

--Raise concerns with each other as they come up, to nip matters in the bud and avoid misunderstandings. When concerns are raised, to listen with an open mind and respond calmly and respectfully.

--Make a point of giving each other the 'benefit of the doubt.'

--Not dwell overly on past issues, rather focus more on going forward and being constructive.

--Both expressed unreservedly and convincingly their commitment to serving Monterey by helping things work well in town government.


Justin Makuc, Select Board Chair


Melissa Noe, Town Administrator

[Print](#) | [Close Window](#)

Subject: Re: Question about release of executive session minutes
From: Donna Brewer <dbrewer@miyares-harrington.com>
Date: Tue, Aug 09, 2022 3:25 pm
To: Justin Makuc <justin@montereyma.gov>

Hi Justin,

The Attorney General's Division of Open Government considers the need to preserve the confidentiality of executive session minutes to be over when a matter is considered by the public body to be closed. The opinions note that the public body has discretion on determining when the purpose of keeping the minutes confidential has expired. In OML 2011-17, the Town of Harvard's School Committee met in executive session to consider discipline of the School Superintendent. While the discipline was meted out in the executive session, the School Committee issued a statement in open session stating that it had taken appropriate action and considered the matter closed. The DOG opined that with that statement, the School Committee considered the matter closed and the minutes of the executive session were required be released "subject to any applicable exemptions under the Public Records Law, G.L. c. 4, § 7, c. 26."

There is no blanket principle of law that identifies when disclosure of minutes may defeat the lawful purposes of the executive session. Rather it will depend on the reason for meeting confidentially in the first place. In OML 2011-29, for example, the Auburn Board of Selectmen formed a preliminary screening committee to search for a Town Manager. The panel recommended several names but the board decided to start the process over and dissolved the panel. The DOG recognized that when the selection process is flawed, the Select Board could return to the panel members for guidance on how to proceed, such that the purpose for the panel to enter into executive session could outlast the panel itself.

Specifically as to purpose 1, the reason for going into executive session, such as to discuss whether to impose discipline on an employee, may require disclosure of the meeting minutes once the disciplinary decision has been made. However, as indicated in the Harvard School Committee case, the minutes should be redacted if the contents fall under an exemption to the Public Records Act. The PRA exempts from production pursuant to exemption (c) personnel records the disclosure of which may constitute an unwarranted invasion of privacy. The Secretary of the Commonwealth's Guide to the Public Records Act describes core personnel records that are exempt from production as including employee work evaluations, disciplinary documentation, promotion, demotion, and termination information. The redactions may remain in place until such time as the balance in favor of the public interest outweighs the individual's right to privacy.

I recommend that in the first instance, if the reason for meeting in executive session under purpose 1 has concluded and final action has been taken, the minutes be released but those portions of the minutes that evidence discipline of an employee be redacted from public release.

Let me know if you have any questions, Justin.

Donna Brewer
dbrewer@miyares-harrington.com
(617) 804-2423 dd

From: Justin Makuc <justin@montereyma.gov>
Date: Tuesday, August 9, 2022 at 6:25 AM
To: Donna Brewer <dbrewer@miyares-harrington.com>
Subject: Question about release of executive session minutes

Dear Donna,

The Open Meeting Law Guide from the Office of the Attorney General states:

Public bodies are not required to disclose the minutes, notes, or other materials used in an executive session if the disclosure of these records may defeat the lawful purposes of the executive session. Once disclosure would no longer defeat the purposes of the executive session, however, minutes and other records from that executive session must be disclosed unless they fall within an exemption to the Public Records Law, G.L. c. 4, § 7, cl. 26, or the attorney-client privilege applies. Public bodies are also required to periodically review their executive session minutes to determine whether continued non-disclosure is warranted. These determinations must be included in the minutes of the body's next meeting.

Monterey's Select Board is in the process of reviewing a few sets of executive session minutes from last year to "determine whether continued non-disclosure is warranted." All of the executive sessions were called for purpose 1: "To discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual."

In our review, what factors should the Select Board consider to determine if "the disclosure of these records may defeat the lawful purposes of the executive session"? When an executive session is called for purpose 1, at what point is disclosure warranted, if ever? What are legal reasons to release executive session purpose 1 minutes? What are legal reasons to not release these minutes?

Please let me know if there is any other information I can provide to help you answer these questions.

Sincerely,

Justin

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Monterey Parks Commission
August 8, 2022

Dear Ms. Brewer,

Thank you for your reply and for the information you sent about the Boat Ramp/ Town Beach here in Monterey. We do have further questions for you. The town beach is an important part of life in Monterey, an essential town park for both permanent and summer residents since it was given to the town by the two groups together in 1913. In the interest of preserving this fragile public space for the next 33 years or more, it is the commission's responsibility to work with the changes that have taken place in our area since 1989.

Could you advise us of any way in which we could open a discussion with the Dept. of Fish and Game about our wish to take more control of the use of our beach while continuing to respect our agreement with the state?

It does not seem to us that the agreement is immovable. For instance, on their part, the state does not repair or maintain the parking lot or boat ramp, though it is stated in the agreement that they will. In addition Part 8 states that "from time to time. . . the town may promulgate reasonable rules and regulations as may affect the use of said facilities. . ." Perhaps we can make one change to our 1989 agreement.

From your letter, it seems that "If the Town wants, it can limit access to the Town beach to Town residents." We are open to suggestions as to how we can do that. Our proposal below is to limit parking. Is it possible to go through a process to ask the Dept. to approve such a change? If not, what course would you suggest?

We would like to consolidate parking for all watercraft vehicles and trailers(belonging to both residents and non residents) in the large, grassy parking lot already existing at the intersection of Tyringham and Sylvan Rds.

We will designate the perpendicular parking spaces on Tyringham Rd along the arborvitae hedge as beach parking for Monterey residents and their guests only.

We will collect no fees for either of the parking areas or for beach or boat launch use.

Boat trailers cannot fit in the perpendicular parking spaces anyway and are supposed to park in the large lot. At the moment they frequently park in front of residents' houses along Tyringham Rd.

It is not our intention to limit boating access but to alleviate the strain on our budget, facilities, staff, and volunteers caused by an increased use of our small beach by visitors from all over the region—due in part to the fact that all other town beaches impose restrictions. The beach and the boat ramp have actually coexisted very well for all these years. We only want to change the parking.

We look forward to talking with you.

Sincerely,
Tracey Brennan
For the Parks Commission