

TOWN OF COHASSET

THIS AGREEMENT made _____ day of _____, 20_____, by and between the Town of Cohasset , a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, herein referred to as the TOWN, acting through its Chief Procurement officer, but without personal liability to him, and

(hereinafter the CONTRACTOR)

Whereas the parties desire to enter into a contract for the rental of snow plowing/snow hauling equipment for the Town for snow plowing/ hauling operations.

WITNESSETH: That the parties hereto agree as follows:

GENERAL CONDITIONS

The contractor agrees to provide the Town with snow plowing/snow hauling equipment hereinafter describes in Schedule of Trucks and Equipment of this contract, for all Town snow plowing/ snow hauling operations in accordance with the provisions set forth below for the **"2022-2023"** winter season.

The equipment listed in the Schedule of Trucks and Equipment will be available for use whenever normal plowing/hauling operations exist and when requested by the Director if the Department of Public Works or his authorized agent.

RESPONSIBILITIES OF CONTRACTORS

Equipment contracted for must be available at all times, seven days a week, including holidays, and must be capable of responding within one hour of notification to report.

Upon execution of a contract, each piece of equipment contracted for normal plowing/hauling operations will be assigned by the Director of the Department of Public Works to a particular route. Streets on all routes are to be plowed in the sequence designated by the Director of the Department of Public Works. It shall be the contractor's responsibility to become familiar, and to familiarize any drivers other than the contractor, with the route. Supervisory personnel of the Department of Public Works will be available to assist in this familiarization and to advise the contractor of any special conditions which may be encountered on the route.

Equipment listed in the Schedule of Trucks and Equipment shall be made available for inspection by the Town.

At the time of inspection, the Town shall evaluate the condition of the equipment and its compliance with the specifications of this contract. The Town shall reserve the right to reject any equipment which it does not consider to be in a condition adequate to perform the work required or otherwise meet the specifications of this contract. At the time of inspection, the Town shall record such information as it deems necessary to assure the identification of the equipment as that contracted.

The Contractor shall be responsible for all fuels, repairs, and/or equipment necessary. Further, it shall be the contractor's responsibility to assure equipment availability at all times during snow plowing/snow hauling operations. The Town reserves the right to terminate a contract at any time for failure of equipment availability. The decision of the Director of Public Works shall be final.

Equipment called in must arrive at its designated check point within one hour of being called and must be ready to begin plowing operations upon its arrival.

Contracted plowing operations shall be performed as close to bare pavement as possible and all streets shall be widened to maximum width. All intersections shall be cleaned to their full widths. A plowing operation shall not be deemed complete until it has met the above standards to the approval of the Director of the Department of Public Works or his designee.

In a normal plowing operation, work shall be completed to the standards described herein within six (6) hours of the cessation of snow fall, as deemed determined by the Director of the Department of Public Works or his designee.

Plow blades will be down when proceeding to and from assigned routes unless the pavement is bare from curb to curb.

OPERATIONS

The Director of the Department of Public Works or his designee shall be assigned to supervise contracted equipment. Each designee shall be responsible for a designated group of routes. Planning operations shall be conducted in accordance with the direction of said designee and with the standards described herein. In no instance shall a snow plowing/snow hauling operation be deemed complete until it has been approved by said designee.

Snow plowing/snow hauling equipment must check in and out from its designated assignment location. Equipment must arrive fully fueled and ready to initiate snow plowing/snow hauling services.

EQUIPMENT

Equipment provided shall be that listed in the Schedule of Trucks and Equipment and inspected by the Town in accordance with paragraph IIC, above.

When directed, snow plow/snow haul trucks shall be equipped with chains at the time of arrival and throughout performance of snow plowing/snow hauling operations.

During snow plowing/snow hauling operations all front end loaders and backhoe/loaders shall be equipped with plow blades unless assigned specific tasks for which the bucket will suffice.

The final decision as to trucks and equipment sizes and categories, blade measurements and bucket capacities shall be made by the Director of the Department of Public Works or his designee.

The Town reserves the right to reject any equipment as inadequate due to condition or type.

General Conditions

The snow plowing/ hauling workday runs from 12:01 AM PM to 12:00 Midnight.

In addition to the hours actually worked by motor trucks, graders, loaders or other equipment at snow plowing only, the Town will pay one (1) hour total report allowance for each call out. Only those vehicles and equipment reporting to the assigned division within one (1) hour of the first time called will receive this one (1) hour pay allowance.

Rental time for snow plowing shall be figured from the time punched in on Town time clock to time punched out or authorized completion of snow plowing or snow hauling schedule. Snow hauling time will be figured from the time punched in to the time punched out with an allowance of a fifteen (15) minute grace period prior to and following the scheduled Town workday to allow for checking in and out. Payment due for hours worked will be computed to the nearest quarter hour.

No time shall accrue and no payment shall be made for any time a vehicle or piece of equipment is not performing its assigned task, regardless of reason.

Certificates of Insurance covering Workmen's Compensation must be submitted covering the dates of the contract. Workmen's compensation is required as described below:

All lessors of two (2) or more pieces of equipment must have Workmen's Compensation Insurance.

When lessor offers one (1) piece of equipment, but employs a driver to operate the equipment, Workmen's Compensation Insurance is required.

When a lessor offers one (1) piece of equipment and proposes to operate the equipment personally, Workmen's Compensation Insurance is **NOT** required.

Certificates of insurance for automobile liability coverage must be submitted showing coverage for the contract period as follows: (all vehicles, by description and MA registration number must be listed on the Insurance Certificate).

Automobile Liability: Bodily Injury \$100,000 per person
 \$300,000 per accident

Property Damage \$100,000 per accident/\$300,000 aggregate
(such insurance must include coverage for hired or borrowed vehicles and non-ownership liability)

General Liability: (including completed operation coverage)
 \$500,000 each occurrence
 \$500,000 aggregate

The Town of Cohasset shall be named as an additional insured in the Automobile and General Liability policies.

It shall be the responsibility of the Owner of all hired vehicles to see that all operators of such vehicles and equipment are properly licensed under the existing state laws and regulations.

The Contractor shall defend, indemnify and hold harmless the Town, its agents and employees from and against all claims, damages, losses and expenses, including attorney’s fees arising out of or resulting from the performance of the work called for under this contract, provided that any such claim, damage, loss or expense is: (1) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and: (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by the Contractor , or anyone for whose acts the Contractor may be liable regardless of whether or not it is caused in part by the party indemnified hereunder.

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This contract may be cancelled if, in the opinion of the Town, the contractor has failed to comply with all of the provisions of this contract.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

THE CONTRACTOR

TOWN MANAGER

Company Name

Christopher G. Senior

Status (Corporation/Non-Corporate)

Signature & Title

Print Name & Title

Date

Taxpayer Identification Number

**2022-2023 Schedule of Equipment
for Snow Plowing/ Hauling Services**

Contractor: _____ Contract # _____

ADDRESS: _____

TELEPHONE: _____

Manufacturer: _____

Model/Type: _____

Year: _____ VIN# _____

GVWR: _____

of WHEELS: _____

Inspected and approved by: _____,

Director of Department of Public Works or designee

Date

INDEMNIFICATION AGREEMENT

Date: _____

Should _____, herein called the "contractor" to perform snowplowing/ hauling services for the Town of Cohasset during the 2020-2021 winter season. The contractor in consideration to perform such services hereby agrees to defend, indemnify and hold harmless the Town, its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of such work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor or anyone for whose acts the contractor may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.

Witness

Contractor

AFFIDAVIT

Date: _____

_____ hereby certifies that all equipment listed on the attached schedule
(Contractor)

of equipment is owned or leased by the Contractor and insured by the Contractor for use during the snow removal/hauling operations and that no equipment other than those pieces which appear on the attached schedule shall be used in the performance of snow removal/hauling work for the Town of Cohasset without the Town's prior approval.

Witness

Contractor

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, s. 49 A and requirements of the Town, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
Or Corporate Contractor (Mandatory)

***Contractor's Social Security Number
(Voluntary) or Federal identification Number

Print Name: _____

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

Print Name: _____

*The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the Town receives a signed copy of this Certification

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club or other organization, entity or group of individuals.

(Signature of individual)

(Name of Business)

CERTIFICATE OF AUTHORITY-CORPORATE

I hereby certify that I am the Clerk/Secretary of _____ Corporation, and
(insert full name of Corporation)

that _____
(insert the name of officer who signed contract and bonds)

Is the duly elected _____
(insert the title of the Officer)

Of said corporation, and that on _____
(insert a date that is ON OR BEFORE the date the officer signed the contract and bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

_____ the _____
(Insert name of Officer) (Insert title of Officer)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below

ATTEST: _____
(Signature of Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Name: _____
(Print Name of Clerk of Secretary)

Date: _____
(insert date that is ON OR AFTER the date the Officer signed the contract and bonds)

Town of Cohasset
Conflict of Interest Law
Compliance Statement and Requirements for Vendors

On July 1, 2009, the Legislature enacted Chapter 28 of the Acts of 2009 which made changes to the Massachusetts General Laws Ch. 268A and Ch. 268B, the Massachusetts' Conflict of Interest Law. The Town Clerk has been designated as the Municipal Liaison to the State Ethic Commission and responsible for the facilitation of Cohasset's obligation to comply with the changes in the law.

The Town has a requirement for compliance, which is to make sure that all municipal elected officials, board and commission members, and employees, **including vendors** are provided copies of the Summaries of Ethics Laws.

Enclosed is a packet that should be copied and provided to **each** one of your employees who are **assigned** to work in **Cohasset**; including yourself. At the end of the summary is an acknowledgement of receipt of the summary. **The acknowledgements must be submitted along with any purchase order or contract with the Town of Cohasset.** All documents pursuant to this new law will be kept on file in the Town Clerk's Office.

The Procurement Officer will contract you directly, if there is a determination that you or your staff should undergo the Conflict of Interest Online Training Program.

If you have any questions, feel free to contact the Cohasset Town Clerk at 781-383-4100, ext. 5106 as soon as possible.

Summary of the Conflict of Interest Law for Municipal Employees

This summary of the Conflict of Interest Law, General Laws Chapter 268A, is intended to help municipal employees understand how that law applies to them. This summary is not a substitute for legal advice, nor does it mention every aspect of the law that may apply in a particular situation. Municipal employees can obtain free confidential advice about the conflict of interest law from the Commission's Legal Division at our website, www.mass.gov//stateethicscommission, 617-371-9505 or in writing to

State Ethics Commission
Legal Division
One Ashburton Place, Room 619
Boston, MA 02108

Municipal Counsel may also provide advice.

The Conflict of Interest Law seeks to prevent conflicts between private interests and public duties, foster integrity in public service, and promote the public's trust and confidence in that service by placing restrictions on what municipal employees may do on the job, after hours, and after leaving public service as described below. The sections referenced below are sections of M.G.L.c.268A.

When the Commission determines that the Conflict of Interest Law has been violated, it can impose a civil penalty of up to \$10,000 (\$25,000 for bribery cases) for each violation. In addition, the Commission can order the violator to repay any economic advantage he/she gained by the violation, and to make restitution to injured third parties. Violations of the conflict of interest law can also be prosecuted criminally.

I. Are you a municipal employee for Conflict of Interest Law purposes?

You do not have to be a full-time, paid municipal employee to be considered a municipal employee for conflict of interest purposes. Anyone performing services for a city or town or holding a municipal position, whether paid or unpaid, including full- and part-time municipal employees, elected officials, volunteers, and consultants, is a municipal employee under the conflict of interest law. An employee of a private firm can also be a municipal employee, if the private firm has a contract with the city or town and the employee is a "key employee" under the contract, meaning the town has specifically contracted for her services. The law also covers private parties who engage in impermissible dealings with municipal employees, such as offering bribes or illegal gifts. Town meeting members and charter commission members are not municipal employees under the conflict of interest law.

II. On-the-job Restrictions

(a) **Bribes:** Asking for and taking bribes is prohibited. (See Section 2)

A bribe is anything of value corruptly received by a municipal employee in exchange for the employee being influenced in his/her official actions. Giving, offering, receiving or asking for a bribe is illegal.

Bribes are more serious than illegal gifts because they involve corrupt intent. In other words, the municipal employee intends to sell his/her office by agreeing to do or not do some official act, and the giver intends to influence him to do so. Bribes of any value are illegal.

(b) **Gift and gratuities:** Asking for or accepting a gift because of your official position, or because of something you can do or have done in your official position, is prohibited. (see sections 3, 23(b)(2) and 26).

Municipal employees may not accept gifts and gratuities valued at \$50 or more given to influence their official actions or because of their official position. Accepting a gift intended to reward past official action or to bring about future official action is illegal, as is giving such gifts. Accepting a gift given to you because of the municipal position you hold is also illegal. Meals, entertainment, event tickets, golf gift baskets and payment of travel expenses can all be illegal gifts if given in connection with official action or position, as can anything worth \$50 or more. A number of smaller gifts together worth \$50 or more may also violate these sections.

Example of Violation: *A town Administrator accepts reduced rental payments from developers.*

Example of Violation: *A developer offers a ski trip to a school district employee who oversees the developer's work for the school district.*

Regulatory exemptions: There are situations in which a municipal employee's receipt of a gift does not present a genuine risk of conflict of interest, and may in fact advance the public interest. The Commission has created exceptions permitting giving and receiving gifts in these situations. One commonly used exemption permits municipal employees to accept payment of travel related expenses when doing so in advances a public purpose. Another commonly used exemption permits municipal employees to accept payment of costs involved in attendance at education and training programs. Other exemptions are listed on the Commission's website.

Example where there is no violation: A fire truck manufacturer offers to pay the travel expenses of a fire chief to a trade show where the chief can examine various kinds of firefighting equipment that the town may purchase. The Chief fills out a disclosure form and obtains prior approval from his appointing authority.

Example where there is no violation: A town treasurer attends a two day annual school featuring multiple substantive seminars on issues relevant to Treasurers. The annual school is paid for in part by banks that do business with town treasurers. The treasurer is only required to make a disclosure if one of the sponsoring banks has official business before him/her in the six months before or after the annual school.

(c) **Misuse of position:** Using your official position to get something you are not entitled to, or to get someone else something they are not entitled to, is prohibited. Causing someone else to do these things is also prohibited. 9 See Sections 23(b)(2) and 26).

A municipal employee may not use his/her official position to get something worth \$50 or more that would not be properly available to other similarly situated individuals. Similarly, a municipal employee may not use his/her official position to get something worth \$50 or more for someone else that would

not be properly available to other similarly situated individuals. Causing someone else to do these things is also prohibited.

Example of violation: A full time town employee writes a novel on work time, using his/her office computer, and directing her secretary to proofread the draft.

Example of Violation: A city councilor directs subordinates to drive the councilor's wife to and from the grocery store.

Example of Violation: A mayor avoids a speeding ticket by asking the police officer who stops him, "Do you know who I am/" and showing his municipal I.D.

(d) Self-dealing and nepotism. Participating as a municipal employee in a matter in which you, your immediate family, your business organization, or your future employer has a financial interest is prohibited. (See Section 19).

A municipal employee may not participate in any particular matter in which he/she or a member of his/her immediate family (parents, children, siblings, spouse and spouse's parents, children and siblings) has a financial interest. He/She may also not participate in any particular matter in which a prospective employer or a business organization of which he/she is a director, officer, trustee or employee has a financial interest. Participation includes discussing as well as voting on a matter and delegating a matter to someone else.

A financial interest may create a conflict of interest whether it is large or small and positive or negative. In other words, it does not matter if a lot of money is involved or only a little. It also does not matter if you are putting money into your pocket or taking it out. If you, your immediate family, your business or your employer have or has a financial interest in a matter, you may not participate. The financial interest must be direct and immediate or reasonably foreseeable to create a conflict. Financial interest which is remote, speculative or not sufficiently identifiable does not create conflicts.

Example of violation: A school committee member's wife is a teacher in the town's public schools. The school committee member votes on the budget line item for teachers' salaries.

Example of a violation: A member of a town affordable housing committee is also the director of a non-profit housing development corporation. The non-profit makes an application to the committee, and the member/director participates in the discussion.

Example of a violation: A planning board member lives next door to property where a developer plans to construct a new building. Because the planning board member owns abutting property, he is presumed to have a financial interest in the matter. He cannot participate unless he provides the State Ethics Commission with an opinion from a qualified independent appraiser that the new construction will not affect his financial interest.

In many cases, where otherwise not required to participate, a municipal employee may comply with the law by simply not participating in the particular matter in which he/she has a financial interest. He/she need not give a reason for not participating.

There are several exemptions to this section of the law. An appointed municipal employee may file a written disclosure about the financial interest with his appointing authority and seek permission to participate notwithstanding the conflict. The appointing authority may grant written permission if he/she determines that the financial interest in question is not so substantial that it is likely to affect the integrity of his/her services to the municipality. Participating without disclosing the financial interest is a violation. Elected employees cannot use the disclosure procedure because they have no appointing authority.

Example where there is no violation: An appointed member of the town zoning advisory committee, which will review and recommend changes to the town's by-laws with regard to a commercial district, is a partner at a company that owns commercial property in the district. Prior to participating in any committee discussions, the member files a disclosure with the zoning board of appeals that appointed him to his position, and that board gives him a written determination authorizing his participation, despite his company's financial interest. There is not violation.

There is also an exemption for both appointed and elected employees where the employee's task is to address a matter of general policy and the employee's financial interest is shared with a substantial portion (generally 10% or more) of the town's population, such as, for instance, a financial interest in real estate tax rates or municipal utility rates.

(e) False claims: Presenting a false claim to your employer for a payment of benefit is prohibited, and causing someone else to do so is also prohibited. (See Sections 23(b)(4) and 26).

A municipal employee may not present a false or fraudulent claim to his employer for any payment or benefit worth \$50 or more, or cause another person to do so.

Example of violation: a public works director directs his secretary to fill out time sheets to show him present at work on days when he was skiing.

(f) Appearance of conflict: Acting in a manner that would make a reasonable person think you can be improperly influenced is prohibited. (See Section 23 (b)(3)).

A municipal employee may not act in a manner that would cause a reasonable person to think that he/she would show favor toward someone or that he/she can be improperly influenced. Section 23 (b)(3) requires a municipal employee to consider whether his/her relationship and affiliations could prevent him/her from acting fairly and objectively when she performs her duties for a city or town. If he/she cannot be fair and objective because of a relationship or affiliation, he/she should not perform her duties. However, a municipal employee, whether elected or appointed, can avoid violating this provision by making a public disclosure of the facts. An appointed employee must make the disclosure in writing to his/her appointing official.

Example where there is no violation: A developer who is a cousin of the chair of the conservation commission has filed an application with the commission. A reasonable person could conclude that the chair might favor his/her cousin. The chair files a written disclosure with his/her appointing authority explaining his/her relationship with his/her cousin prior to the meeting at which the application will be considered. There is no violation of Sec. 23 (b)(3).

(g) Confidential Information: Improperly disclosing or personally using confidential information obtained through your job is prohibited. (See Section 23 (c)).

Municipal employees may not improperly disclose confidential information, or make personal use of non-public information that acquired in the course of their official duties to further their personal interests.

III. After-hours restrictions.

(a) Taking a second paid job that conflicts with the duties of your municipal job is prohibited. (section 23 (b)(1)).

A municipal employee may not accept other paid employment if the responsibilities of the second job are incompatible with his/her municipal job.

Example: A police officer may not work as a paid private security guard in the town where he/she serves because the demands of his/her private employment would conflict with his/her duties as a police officer.

(b) Divided loyalties: Receiving pay from anyone other than the city or town to work on a matter involving the city or town is prohibited. Acting as an agent or attorney for anyone other than the city or town in a matter involving the city or town is also prohibited whether or not you are paid. (See Sec. 17).

Because cities and towns are entitled to the individual loyalty of their employees, a municipal employee may not be paid by other people and organizations in relation to a matter if the city or town has an interest in the matter. In addition, a municipal employee may not act on behalf of other people and organizations or act as an attorney for other people and organizations in which the town has an interest. Acting as an agent includes contacting the municipality in person, by phone, or in writing, acting as a liaison; providing documents to the city or town; and serving as spokesman.

A municipal employee may always represent his/her own personal interests, even before his/her own municipal agency or board, on the same terms and conditions that other similarly situated members of the public would be allowed to do so. A municipal employee may also apply for building and related permits on behalf of someone else and be paid for doing so, unless he/she works for the permitting agency, or an agency which regulates the permitting agency.

Example of violation: A full-time health agent submits a septic system plan that she has prepared for a private client to the town's board of health.

Example of violation: A planning board member represents a private client before the board of selectman on a request that town meeting consider rezoning the client's property.

While many municipal employees earn their livelihood in municipal jobs, some municipal employees volunteer their time to provide services to the town or receive small stipends. Others, such as a private attorney who provides legal services to a town as needed, may serve in a position in which they may have other personal or private employment during normal working hours. In recognition of the need not

to unduly restrict the ability of town volunteers and part-time employees to earn a living, the law is less restrictive for “special” municipal employees than other municipal employees.

The status of “special” municipal employees has to be assigned to a municipal position by vote of the board of selectmen, city council or similar body. A position is eligible to be designated as a “special” if it is unpaid, or if it is part-time and the employee is allowed to have another job during normal working hours, or if the employee was not paid for working more than 800 hours during the preceding 365 days. It is the position that is designated as “special” and not the person or persons holding the position. Selectmen in towns of 10,000 or fewer are automatically “special”; selectmen in larger towns cannot be “specials”.

If a municipal position has been designated as “special”, an employee holding that position may be paid by others, act on behalf of others, and act as an attorney for others with respect to matters before the municipal boards other than his/her own, provided that he/she has not officially participated in the matter, and the matter is not now, and has not within the past year been, under his/her official responsibility.

Example: A school committee member who has been designated as a special municipal employee appears before the board of health on behalf of a client of his/her private law practice, on a matter that he/she has not participated in or had responsibility for, as a school committee member. There is no conflict. However, he/she may not appear before the school committee or the school department on behalf of a client because he/she has official responsibility for any matter that comes before the school committee. This is still the case even if he/she has recused himself/herself from participating in the matter in his official capacity.

Example: A member who sits as an alternate in the conservation commission is a special municipal employee. Under town laws, he/she only has official responsibility for matters assigned to him/her. He/she may represent a resident who wants to file an application with the conservation commission as long as the matter is not assigned to him/her, and he/she will not participate in it.

(c) Inside track: Being paid by your city or town, directly or indirectly, under some second arrangement in addition to your job is prohibited, unless an exemption applies. (See Section 20).

A municipal employee generally may not have a financial interest in a municipal contract, including a second municipal job. A municipal employee is also generally prohibited from having an indirect financial interest in a contract that the city or town has with someone else. This provision is intended to prevent municipal employees from having an “inside track” to further financial opportunities.

Example of violation: Legal counsel to the town housing authority becomes the acting executive director of the authority, and is paid in both positions.

Example of violation: A selectman buys a surplus truck from the DPW.

Example of violation: A full time secretary for the Board of Health wants to have a second paid job working part-time for the town library. She will violate section 20 unless she can meet the requirements of an exemption.

Example of Violation: A city councilor wants to work for non-profit that receives funding under a contract with his/her city. Unless he/she can satisfy the requirements of an exemption under Section 20, he/she cannot take the job.

There are numerous exemptions. A municipal employee may hold multiple unpaid or elected positions. Some exemptions apply only to special municipal employees. Specific exemptions may cover serving as an unpaid volunteer in a second town position, housing-related benefits, public safety positions, certain elected positions, small towns, and other specific situations. Please call the Ethics Commission Legal Division for advice about a specific situation.

IV. After you leave municipal employment. (See Section 18)

(a) Forever ban: After you leave your municipal job, you may never work for anyone other than the municipality on a matter that you worked on as a municipal employee.

If you participated in a matter as a municipal employee, you cannot ever be paid to work on that same matter for anyone other than the municipality, nor may you act for someone else, whether paid or not. The purpose of this restriction is to bar former employees from selling private interests their familiarity with the facts of particular matters that are of continuing concern to their former municipal employer. The restriction does not prohibit former municipal employees from using the expertise acquired in government service in their subsequent private activities.

Example of violation: A former school department employee works for a computer contractor under a contract that she helped to draft and oversees for the school department.

(b) One year cooling off period: For one year after you leave your municipal job you may not participate in any matter over which you had official responsibility during your last two years of public service.

Former municipal employees are barred for one year after they leave municipal employment from personally appearing before any agency of the municipality in connection with matters that were under their authority in their prior municipal positions during the two years before they left.

Example: An assistant town manager negotiates a three-year contract with a company. The town manager who supervised the assistant, and had official responsibility for the contract but did not participate in negotiating it, leaves her job to work for the company to which the contract was awarded. The former manager may not call or write the town in connection with the company's work on the contract for one year after leaving the town.

A former municipal employee who participated as such in general legislation on expanded gaming and related matters may not become an officer or employee of, or acquire a financial interest in, an applicant for a gaming license, or a gaming licensee, for one year after his public employment ceases.

(C) Partners: Your partners will be subject to restrictions while you serve as municipal employee and after your municipal service ends.

Partners of municipal employees and former municipal employees are also subject to restrictions under the Conflict of Interest Law. If a municipal employee participated in a matter, or if he/she has official responsibility for a matter, than his/her partner may not act on behalf of anyone other than the municipality or provide services as an attorney to anyone but the city or town in relation to the matter.

Example: While serving on the city's historic commission, an architect reviewed an application to get landmark status for a building. His/her partners at his/her architecture firm may not prepare and sign plans for the owner of the building or otherwise act on the owner's behalf in relation to the application for landmark status. In addition, because the architect has official responsibility as a commissioner for every matter that goes before the commission, his/her partners may nor communicate with the commission or otherwise act on behalf of any client on any matter that comes before the commission during the time that the architect serves on the commission.

Example: A former town counsel joins a law firm as a partner. Because he/she litigated a lawsuit for the town, her new partners cannot represent any private clients in the lawsuit for one year after his/her job with the town ended.

This summary is not intended to be legal advice and, because it is a summary, it does not mention every provision of the conflict law that may apply in a particular situation. Our website, <http://www.mass.gov/ethics> contains further information about how the law applies in many situations. You can also contact the Commissioner's Legal Division via our website, by telephone, or by letter. Our contact information is at the top of this document.

Version 7: Revised November 14, 2016

Town of Cohasset
Conflict of Interest Law

Compliance Statement and Requirements for Vendors

ACKNOWLEDGEMENT OF RECEIPT

I, _____,
(First and last name)

an employee at _____,
(name of vendor)

Hereby acknowledge that I received a copy of the summary of the Conflict of Interest law for municipal employees, revised November 14, 2016, on _____.
(date)

The Town has a requirement for compliance, which is to make sure that all vendors are provided copies of the Summary of the Conflict of Interest Law for Municipal Employees (including Vendors).

VENDORS should copy the Summary of the Conflict of Interest Law and provide it to each one of the employees who are assigned to work in Cohasset.

Each employee shall complete the "Acknowledgement of Receipt" and the Vendor shall return the acknowledgement-only-(not the summary) to the Cohasset Procurement Office

The "Acknowledgement of Receipt" must be submitted along with any purchase order or contract with the Town of Cohasset.