

**BOARD OF SELECTMEN MEETING
MINUTES JANUARY 25, 2016
APPROVED**

Present: John G. Petropoulos, Chair; Anna Eliot, Vice Chair; Stuart M. Schulman, Clerk; Peter S. Cunningham, Member; Joshua A. Degen, Member

Also Present: Mark W. Haddad, Town Manager; Dawn Dunbar, Executive Assistant to the Town Manager

Mr. Petropoulos called the meeting to order at 6:00pm and reviewed the agenda.

ANNOUNCEMENTS

Mr. Petropoulos said that he wanted to recognize Capt. Susan Daly who recently attended and completed a fire chief management training course along with a small amount of individuals and congratulated her.

PUBLIC COMMENT PERIOD

Ms. Leslie Lathrop said that this was the 2nd meeting she had been in a room with not nearly enough seating.

Ms. Swezey said that she wanted to make everyone aware that she was still the Principal Assessor. She said that she resigned from her elected and appointed positions because she was no longer a resident of Groton but had not retired from her day to day job.

JOINT SESSION WITH THE MODERATOR AND GD REGIONAL SCHOOL COMMITTEE

Mr. Jason Kauppi called to order the joint meeting to discuss appointing a representative and alternate to the NVTHS committee. Mr. Jeff Kubick called to order the meeting of the School Committee. Mr. Kauppi said that the vacant appointment would end on March 31. He said that they would be filling the representative position adding that they had an alternate currently. He opened the floor to nominations. Mr. Haddad said that Mr. Robert Flynn was lone applicant for this position.

Mr. Cunningham moved to nominate Mr. Flynn. Mr. Schulman seconded the motion.

Mr. Schulman asked what would happen on April 1st. Mr. Kauppi said that they would do a separate nomination. Ms. Lathrop asked if a resume was received. Mr. Haddad said that the only thing they received was a committee interest form.

Mr. Flynn said that he saw a posting online and added that even though he didn't have any children that attended the school his office was located in Westford and had many clients that have children who attend the school. He said that he was interested in technical schools but had never sat on a school committee. Mr. Cunningham asked if he would be interested in a longer term. Mr. Flynn said that he would be interested in continuing but depended on the time commitment. Mr. Petropoulos asked Mr. Flynn to provide them with background on other committees he had sat on. Mr. Flynn said that he sat on the Personnel Board and Park Commission which he would not be renewing when his term expires in the spring along with other private organizations such as Big Brother/Big Sister. Mr. Jon Sjoborg said that Mr. Flynn would have a lot of resources available to him and told him to use them is appointed.

Mr. Kauppi moved to vote Mr. Flynn as representative to the Nashoba Regional Technical High School Committee with a term to end March 31, 2016. The motion carried unanimously.

Mr. Cunningham moved to nominate Mr. Flynn to a three year term as representative to the Nashoba Regional Technical High School Committee beginning on April 1, 2016 and ending on March 31, 2019. Ms. Lathrop seconded the motion.

Mr. Degen said that he appreciated Mr. Flynn stepping up to this position but asked if he was willing to fulfill a three year term. Mr. Flynn said that if he was unable to continue for any reason he would give the Committee sufficient notice. He said that he could not commit to 200 hours per week if that was what was required and believed that someone who had children in the school should represent the Town but no one had stepped forward.

The motion carried unanimously.

Mr. Cunningham moved to adjourn at 6:24pm. Mr. Schulman seconded the motion. The motion carried unanimously. Mr. Sjoberg moved to adjourn the School Committee meeting. Ms. Lathrop seconded the motion. The Motion carried unanimously.

TOWN MANAGER'S REPORT

1. Mr. Degen started by saying that when the Interdepartmental Administrative Assistant position was advertised his wife Amy submitted an application which caused him to recuse himself from the initial discussion of whether or not to fill the position. He said that his wife felt it was in the best interest to remove her name from the pool of applicants and therefore she was not considered for the position. He added that she had received a letter in the mail stating she had not received the position even though she withdrew her name.

Mr. Haddad said that the Board had voted 3-1 to have the Town Manager move forward with the search. He said that this position serves many different departments and was vital to those departments. He said that they received over 90 applicants and interviewed eight after one dropped out. He said that the candidate best suited for the position that he was bringing to the Board that night was Robin Eibye and asked the Board to consider ratifying the appointment.

Mr. Schulman moved to ratify the Town Manager's appointment of Robin Eibye as the Interdepartmental Administrative Assistant. Mr. Cunningham seconded the motion adding that this was effective February 1, 2016.

Ms. Eliot said that she wanted to welcome MS. Eibye. Mr. Petropoulos said that in the discussion of whether or not to fill the position he voted not to fill it adding that his vote was based on the budget and not on the right candidate for the position. Mr. Cunningham said that he would observe that Ms. Eibye has a lot of experience with public relations and responsibility to many different departments.

The motion made by Mr. Schulman, seconded by Mr. Cunningham carried unanimously.

2. Mr. Haddad said that he wanted to bring forward the appointment of a new Cable Production Assistant, Robert Swan. He said that Mr. Swan would be replacing Gina Marini and would be a great addition to the department. He asked the Board to consider ratifying the appointment. Mr. Haddad added that it was decided by the Cable Advisory Committee to make this a 15 hour/week position like it had been in the past.

Mr. Cunningham move to affirm the appointment of the Town Manager of Robert Swan as the Cable Production Assistant effective January 26, 2016. Ms. Eliot seconded the motion. The Motion carried unanimously.

COMMISSION ON ACCESSIBILITY

Ms. Collette said that the Commission received a CPC grant to fund an accessibility study which had been very successful. She said that as part of that they accepted a transition plan which had been completed in December. She said that she and the Commission were before the Board to request that they adopt a policy, which they had received a copy of that was provided to them by ADA. She said that Town Counsel was in the process of reviewing the policy and the draft before them should be contingent on his comments. She said that the complaint procedure was what the Commission Members had been using when concerns of complaints had arisen adding they were familiar with it. Ms. Collette encouraged the Board to take a vote subject to Town Counsel's review.

Mr. Schulman asked if the draft was all boilerplate. Ms. Collette said that they did some minor editing with the help of Mr. Paul Funch. Mr. Cunningham asked the Commission to describe any experiences they had had in dealing with a complaint filed and how it worked. Mr. Funch cited the handicap seating at the PAC adding that the commission took care of issue very well. Mr. Scott Harker said that it needed to be noted that the Commission was not a passive organization. He said that along with listening to concerns they were also looking at situations where improvement was needed. Mr. Petropoulos asked if they had a sense for what consequence it would have had other than good practice. Ms. Collette said that it would provide protection to the Town. Mr. Petropoulos asked if there were any downsides or costs associated with this. Ms. Collette said that she was not aware of any. Mr. Degen asked who the ADA Coordinator was. Ms. Collette said that she was. Mr. Haddad added that Ms. Collette was going to continue with this after her retirement.

Mr. Cunningham moved to adopt the aforementioned policy with any final revisions to be made by Town Counsel. Ms. Eliot seconded the motion. The motion carried unanimously.

Mr. Haddad said that the Council on Aging was present and had been working very hard on their long term plan. He said that they were here to update the Board on their plan and request that the Town Manager issue an RFP to do a feasibility study. Mr. Cunningham said that they had been reporting on this and had been going on for a while now. He said that they were trying to determine the core needs of their senior citizens and the first step was a more comprehensive analysis.

Mr. Mirhan Keoseian said that the RFP wasn't to request a new center but a feasibility study to guide them to the best approach. He said that the COA Planning Committee was before the board seeking the Board's support and partnership that the baby boomers need. He said that they were confident that phase 1 of the proposal would meet all the criteria the Board would need to make a decision. He said that they looked at census data, spoke to senior center experts, compiled survey data, received input from current staff based on their expertise, and visited other senior centers. He said that based on all of that it was their conclusion that as it currently existed the senior center does not meet the needs of the current population and future baby boomers. He said that the population had been increasing at 1% per year since 2010 adding that 30% of the adult population by 2020 in Groton would be seniors. He said that they needed to start planning now for growth.

Mr. Keoseian said that the current center was designed to serve as Groton's VFW. He said that they could make anything work but there was not enough space for large groups of 50 or more; there was no outside door that was easily accessible for getting to the rooms in the basement; programs were split between two levels because of space issues; the building lacks and elevator; and there are no automatic doors. He said that the

reason for this feasibility study was to obtain an outside opinion and try to better address the needs of seniors of all ages.

Mr. Petropoulos said that he was struck by their pragmatism at a meeting he attended. Mr. Cunningham said that Mr. Keoseian was being modest adding that he had done a number of strategic planning. Mr. Degen said that he appreciated the hard work everyone put into the process. He said that a 21st century center was one that was important. He said that he would like you to see them look at using existing buildings in addition to the current center and option of building a new one. Mr. Keoseian said that they assessed and processed as many different approaches as they could come up with. Mr. Haddad said that the study RFP included language about looking at the existing building as well as other Town properties. Mr. Haddad said that they would be seeking money on the Spring Town Meeting warrant to conduct this study with a cost not to exceed \$25K and thus were looking for authorization to issue this RFP. Mr. Petropoulos asked to confirmation that there was no financial commitment at the present time. Mr. Haddad said that was correct.

Mr. Cunningham moved to authorize the Town Manager to publish a RFP in the Central Register relative to a feasibility plan for the Groton Senior Center. Ms. Eliot seconded the motion. The motion carried unanimously.

MUNICIPAL BUILDING COMMITTEE FOR PRESCOTT SCHOOL

Mr. Sheldon called the meeting of the Municipal Building Committee for Prescott School to order. He said that he was pleased to be able to come in and discuss the Committee's vision and plans to submit final plan. He said that the Committee had been charged by the Board to submit a vision. Mr. Sheldon read the following vision of the Committee:

A Vision for Prescott: To stabilize, preserve, maintain and invest in the Prescott School, using a sustainable financial operating model, as a unique and historic municipal asset for the purpose of serving the citizens of Groton as a mixed-use public building. The Prescott Building shall be geared towards three important purposes: a home for the central offices of the Groton Dunstable School District, a place for community engagement and learning, and as a space to house local businesses to support economic development in the town center. Prescott School will thereby add meaningful vibrancy to our town center and add an additional dimension to what the Town of Groton currently offers to the community.

He said that they were in the process of looking at and studying the code review and had just received the structural review that day. Mr. Sheldon said that he expected to have a final plan to the Board by March.

Mr. Petropoulos asked if they were going to be recommending that the building be retained rather than selling it. Mr. Sheldon said that they had one business owner who wanted to purchase the building but the rest would be for community use. He said that after speaking to the business owner again, he would be willing to lease the space instead of purchasing. He said that there was potential restaurant ideas from two people, a gymnastics center in the gym, the Friends of Prescott were interested in adult education, and the possibility of a business visitor center run by the Town. He said that they were not in a position to sign leases or issue RFPs. The GDRSD expressed interest in staying in building. Mr. Sheldon said that the renters would contribute toward the operating budget. Mr. Sheldon said that there was a sense of urgency a couple of weeks ago to get a sense of where they were in their planning process and tonight set the vision and the future planning which would be done over the next six weeks.

Mr. Cunningham asked if any action might be required by Town Meeting. Mr. Sheldon said that a plan had been done by the Friends of Prescott who were seeking CPC funding to help invest in the building. He said that the Committee was not endorsing any parallel effort. He said that as part of their thinking they thought they could accomplish a lot of through CPC funding over the next five or six years. Mr. Haddad said that the

Friends of Prescott asked him to be their project manager. He said that their application had changed since last week adding that they were not looking to include more than just a sprinkler system but the money request was still the same, \$160K.

Mr. Sheldon said that the Committee charge called for a short term 5-year and long term 20-year plan. He said that the Committee understands the financial stress of the Town adding that the 20-year plan would have a financial plan with it. He said that the Friends application was done in an effort to try to bring the building up to code faster. Mr. Degen said that it would be important for them to take all of this into consideration (a 5-year band aid approach vs 20-year full blown approach.) He said that the CPC money might be there but it might not be the best approach. Mr. Sheldon said that they were also looking at all funding options adding that they had reached out to UMass Lowell about grant writing and they agreed to help the Committee with the proposal and identify grants.

Mr. Petropoulos said that he was encouraged that their vision was unanimous. Mr. Petropoulos said that he was concerned about being a landlord and being reliant on rent from a number of square feet. He said that he was concerned about the burden if it was not rented out. He said that he hoped that the risk and concern was addressed in their report. Mr. Sheldon said that it would be addressed in the management plan. Ms. Becky Pine said that they were very much aware that the Board was not interested in being landlords. She said that their committee had been under the assumption that a plan should be developed sooner rather than later and that there wasn't a lot of money available. She said that she was seeing the Board's role there something different than what was said and thought that the Board needed to give them some information on whether that urgency to get to that plan done was still there. Mr. Petropoulos said that the observation was reasonable and difficult. Mr. Degen said that he didn't think it was worth putting the brakes on anything. He said that the work being done relative the Senior Center feasibility study needed to be done to be able to consider all options. He said that the CPC application, which he had stated was premature in that they don't know what the ultimate use of the building was going to be and thought this would potentially take money away from another project. Mr. Petropoulos said that if the vision is to retain the building. Expenditures if school is going to stay there is money well spent. Mr. Cunningham encouraged the Committee to go forward with their work. He said that they will be better informed if they know what the alternatives are. Mr. Prest asked if they had a sense for the total cost to renovate from top to bottom. Mr. Sheldon said that they didn't know what the cost was yet adding that it was the next step in their process. Mr. Petropoulos said that they have a school committee that is very important to them and that they need to keep that in mind. He said that there was some urgency in giving them a plan. Mr. Sheldon said that he had had a couple of meetings with the Superintendent and has a meeting set up with the facilities manager and business manager.

POTENTIAL OPEN MEETING LAW VIOLATION

Mr. Haddad said that at their last meeting the Board had voted to file for intervenor status. He said that the next day, he filed as directed by the Board. He said members of the Electric Light Commission raised an issue with the Board taking up a matter not listed on the agenda and thus sought an opinion from Town Counsel. Town Counsel's opinion was that the Board did not violate the OML but should post an agenda item and revisit the discussion because it wasn't specifically listed the week before. Mr. Petropoulos said that GELD did not bring up the issue of a potential OML violation and apologized to Mr. Haddad if he was unclear. He said that it had occurred to him through a discussion that they may have violated the OML. He said that the discussion and vote was not posted and individuals did not have time to comment on that discussion. He said that the Board needed to determine whether they wanted to ratify their discussion or rescind their vote. Mr. Degen said that the deadline to file was January 16th and it had been brought to their attention that FERC intended to look at the alternate route. He said that their options at that meeting were limited and he considered it to be an emergency and addressed it as such. Mr. Degen said that if Attorney Goldberg thought they should revote he suggested doing that. Mr. Cunningham said that the information that came to them was somewhat new in that

the focus could be on the Groton route. Mr. Petropoulos said that he disagreed. He said that the route did not include Groton adding that the route may change but again did not include Groton at this time. Mr. Schulman said that the answer he had been hearing was it all depended on the scope of the change which could be pretty arbitrary. Mr. Petropoulos asked if they could change the route and not allow the Town the opportunity to comment. Mr. Schulman said yes. Mr. Cunningham said that the route shows that there is a focus to look at the original route again adding it appeared that Groton was not part of the focus. Ms. Eliot said that she didn't want to rehash this discussion again this week and said that there was a concern about the vote and suggested reconsidering the vote they took. She asked Mr. Kelly if he had issues with the vote that was taken. Mr. Kelly said that he absolutely did. He said that since pipeline committee went into hiatus the closing of the Pilgrim plant was the only change since that happened. He said that the path had not changed. He said that he read all the attachments and it talks about all the reasons they didn't choose the southern path. Mr. Kelly said that they appointed a Committee and voted at a public meeting not to intervene. He said he was surprised it was brought up again. Mr. Kelly said that by joining the opposition they were putting Groton back on the table. Mr. Schulman did not think that was logical and didn't think that filing for intervenor status was implying opposition. He thought it gave them communication options and saw no downside to becoming an intervenor. Mr. Schulman said that if you don't need it, you don't use it but gave them a seat at the table if they needed it.

Mr. Petropoulos asked Mr. Haddad how much time he had spent on this so far. Mr. Haddad said that he had spent maybe ½ hour so far on filing and received 54 emails that week already. Mr. Cunningham thought it might be time to reactivate the Committee and look at this. Mr. Petropoulos said that if they allow their Town Manager to spend ½ hour a day on something that had no impact on Groton when he could be doing other things that seemed crazy to him. He said that they filed with no new information. Mr. Degen disagreed.

Mr. Nick Miller said that maps filed on July 15th by Kinder Morgan did not show the alternate route going through Groton. He said that maps filed on December 15th show the alternate route going right through Groton. He said that they were now back on an alternate route map. Mr. Petropoulos said that they were on the map as an alternate when they decided to not become an intervenor. Mr. Degen said that January 16th was four days after they had brought this up. He suggested that they revote as per Attorney Lauren Goldberg's advice. Mr. Petropoulos said that they could become an intervenor after the deadline and had very little effects. He said that if they were to post one thing as an intervenor, they would have to contact everyone on that intervenor list, including those without emails. He thought their role was passive and expensive and had very little effect for the Town of Groton.

Mr. Kevin Lindemer said that if the Board took a vote without all the information it could be costly. He said that National Grid had put a moratorium on new customers until they get more gas. He asked if they were supporting that new development would have to be done without gas and with other forms of energy. Mr. Degen said that if there was a moratorium then that's the way it goes. He said that promises were made to people in Pennsylvania and they were affected by fracking. Mr. Miller said he thought people were misinterpreting intervenor adding that local gas companies had filed as intervenors also to keep their place at the table. He said that they didn't have to read the email coming in and didn't have to intervene or file motions but gave them a foot in the door. Mr. Cunningham said that he appreciated the concern over the workload but thought that could be put onto the committee and suggested restarting them. He said he saw no harm in being an intervenor at this point. Mr. Schulman said that they had a Special Town Meeting which was very well attended and thought they needed to be as vigilant as possible.

Ms. Eliot moved to reaffirm the vote of January 11, 2016 to file with FERC for intervenor status. Mr. Degen seconded the motion. The motion carried 4-1-0 in favor with Mr. Petropoulos opposed.

Mr. Petropoulos moved to notify and reactivate the Tennessee Gas Pipeline Working Group. Mr. Kevin Kelley said that he resigned from the committee and left the room. Mr. Degen seconded the motion.

Mr. Haddad suggested waiting to reactive the Committee until they see what came in. Mr. Petropoulos asked what in their wisdom had changed that they needed to restart the Committee. He said that when they went into hibernation they were the alternate route. Mr. Schulman said that it was progressing and there was more information. He said that he couldn't believe Mr. Petropoulos was sitting there saying that nothing had changed. Mr. Degen said that perspective had changed and thought they were being proactive which he thought was better than being submissive. Mr. Lindemer said he thought it would be good if town government could show enthusiasm in looking for alternatives to loosing Pilgrim instead of blocking alternatives. Ms. Eliot said it was more reason to have someone from GELD as part of committee. Mr. Cunningham said that town government had been working in conjunction with GELD and was not fair to say they were not. Mr. Lindemer agreed they had.

The motion carried 4-1-0 with Mr. Petropoulos opposed.

TOWN MANAGER'S REPORT

3. Mr. Haddad said that they received two requests for a one day beer and wine license from First Parish Church for a Concert by Meg Hutchinson on Saturday, February 6, 2016 from 6:30pm to 9:30pm and one for March 5, 2016 from 6:30pm to 9:30pm for a Concert by a cappella singing group Custom Blend and asked the Board to approve the requests.

Ms. Eliot moved to approve the request for the one day beer and wine license for February 6, 2016 as presented. Mr. Schulman seconded the motion. The motion carried unanimously.

Ms. Eliot moved to approve the request for the one day beer and wine license for March 5, 2016 as presented. Mr. Schulman seconded the motion. The motion carried unanimously.

4. Mr. Haddad said that one item as part of the proposed FY17 budget update the Board had requested discussing appointing a committee to address budget concerns. He said that this was an item that would take some time and didn't mind deferring it for another meeting.
Mr. Gary Green said that he saw this on the agenda adding that the Finance Committee was also exploring the same recommendation. He said that they had a meeting scheduled for the next night asked if the Board wanted them to draft a charge. Mr. Degen asked that the draft be sent to them to review when it was done.
5. Mr. Haddad said that he wanted to talk about the proposed plan for debt service adding there had been some headlines and post of the list serve that were 100% not true. He wanted to address them but suggested waiting till the next meeting. He added that he had not balanced the budget by deferring debt but would explain at the next meeting.
6. Mr. Haddad said that with all the talk of a potential override and the residents, especially the seniors, ability to pay their taxes, he said that a program that may help the seniors had come to his attention adding it was something Littleton had adopted. He said that MGL, Chapter 60, Section 3D allowed cities and towns in Massachusetts to create a fund to collect donations and disperse them to low-income elderly property owners and qualifying disabled owners. He said that Town Meeting would have to adopt this. Mr. Degen asked if he could send Littleton a letter for specifics on the program adding he thought it was a great idea. Mr. Haddad said that having a fund like this was a good thing. It sends a message to their seniors that they care about them.

LIAISON REPORTS

Mr. Degen said it was there was story in the local newspaper that said that a selectman representative of the Regional School Agreement Committee had not made the last two meetings. He said that that would be him adding he was clear he would not be able to be present when it snowed. He suggested that the Board appoint an alternate.

Mr. Degen nominated Mr. Petropoulos as alternate. Mr. Schulman seconded the nomination. The motion carried unanimously.

Mr. Cunningham said that Nashoba Tech was having their budget breakfast this Friday morning.

Mr. Degen said that the GDRSD was having a workshop on Friday and Saturday, January 29th and 30th to discuss their vision for the future.

Ms. Eliot said that she went to the Planning Board meeting for an informal discussion on Indian Hill. Mr. Haddad said that they presented to the Land Use departments and was excited for the project.

MINUTES

Ms. Eliot moved to approve the Regular Session meeting minutes of December 14, 2015. Mr. Degen seconded the motion. The motion carried 4-0-1 with Mr. Cunningham abstaining.

Ms. Eliot moved to approve the Regular Session meeting minutes of December 21, 2015. Mr. Degen seconded the motion. The motion carried unanimously.

Mr. Degen moved to approve the Regular Session meeting minutes of January 7, 2016. Mr. Cunningham seconded the motion. The motion carried unanimously.

Mr. Degen at 8:30pm moved to enter into Executive Session pursuant to M.G.L, c.30A, §21, Clause 2 "To conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel" relative to the Town Manager's contract and not return to open session. Mr. Cunningham seconded the motion. Roll Call: Eliot-aye; Degen-aye; Cunningham-aye; Schulman-aye; Petropoulos-aye.

Approved: _____

Stuart Schulman, Clerk

Date Approved: 2/8/16

respectfully submitted,
Dawn Dunbar, Executive Assistant

**BOARD OF SELECTMEN
EXECUTIVE SESSION
MINUTES JANUARY 25, 2016
APPROVED AND RELEASED**

Present: John G. Petropoulos, Chair; Anna Eliot, Vice Chair; Stuart M. Schulman, Clerk; Peter Cunningham; Joshua A. Degen

Also Present: Mark Haddad, Town Manager; Dawn Dunbar, Executive Assistant

Mr. Degen at 8:30pm moved to enter into Executive Session pursuant to M.G.L, c.30A, §21, Clause 2 "To conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel" relative to the Town Manager's contract and not return to open session. Mr. Cunningham seconded the motion. Roll Call: Eliot-aye; Degen-aye; Cunningham-aye; Schulman-aye; Petropoulos-aye.

Mr. Petropoulos said that he wanted to meet prior to Mr. Haddad joining them to make sure they were all in agreement with Mr. Schulman's letter. Ms. Eliot thought they were consistent with what was discussed. . Mr. Degen said he thought they talked about sweetening the pot with the one year. Mr. Petropoulos asked if there was any incentive in letting Mr. Haddad know that the Board was ready to ratify one or another. He asked if he might be more inclined to take an offer that is unanimous in ratification instead of not, or 3-2 vote. Ms. Eliot thought that would be part of their negotiations. Mr. Schulman said it didn't affect the offer. Mr. Degen said that the offers were the offers. Mr. Schulman said that either option has at least three votes. Mr. Petropoulos handed out the ground rules proposed by Mr. Haddad. Mr. Degen said that he was fine with numbers 1-3 but had an issue with number 4. He didn't agree that no proposals could be presented after the second meeting. Mr. Cunningham said that these were boilerplate conditions. Mr. Degen suggested that they make this say not after the third meeting.

Mr. Haddad entered the room at 8:50pm.

Mr. Schulman said that they read over the ground rules and were in agreement with them with the exception of number adding that they would like it to say not after a third negotiating session. Mr. Haddad was in agreement.

Mr. Schulman reviewed the proposal that the Board had drafted. He said that they had both a one year and a three year proposal. He said that the three year proposal was:

Year 1 – compensation of 1 ½% of current salary; health insurance contribution would go to 30%; a performance incentive bonus of 2% of year one salary for meeting goals which would be prorated if not all eight goals were met. This was not a salary increment but a bonus.

Year 2 – salary increase equal to MA year over year income growth (index). Ms. Eliot added or something similar; health insurance the same as year 1 (30%); the same bonus principal as year 1.

Year 3 – salary increase to index as in year 2; health insurance the same as years 1 and 2 (30%); and the same as years 1 and 2.

Mr. Schulman said that the one year contract was as follows:

Compensation of 1 ½; health insurance contribution of 30%; bonus 3% instead of 2% as in the three year contract which was a onetime bonus and did not get added to the salary.

Mr. Haddad said that he updated the salary survey done by the Personnel Board adding it didn't appear the Board used it. He said that the survey done by the Personnel Board was lacking, in his estimation and not the way you do a survey. He said that they focused on the population of towns and their budgets. He said that they should have looked at job descriptions also. He handed the Board copies of job descriptions for the Towns on the survey. He said that based on those job descriptions eight communities were left as performing the same duties as him with an average salary of \$139K. He said that he also looked at the two other similar managers in Town, the Electric Light Manager and the Superintendent whose average salary was \$142K.

Mr. Haddad said that a 1.5% increase in his salary and an increase in my health insurance contribution to 30% was actually a decrease. He added that he was looking for a three year contract not a one year. Mr. Haddad said that he thought he was drastically underpaid as compared to the school Superintendent and the manager of GELD. Mr. Haddad proposed the following proposal:

Salary increase in year one to \$140K. He said that other Town Manager contracts included life insurance paid for by the town, so he was looking for the same. He wanted 5 weeks' vacation based on other Town Manager contracts. He said that he was looking to add language that allows him to buy back one week of vacation a year like the Town Accountant has in her contract. He said that he was also looking for 5 personal days, one more than he gets now as in other union contracts. Mr. Haddad said that a vehicle allowance stood out in everyone's contract. He said that the Superintendent gets \$250/month and the Electric Light Manager gets \$6,500/year. He said he was asking for \$6,500/year. Mr. Haddad said they were obviously way off from one another adding he didn't think the increase in the health insurance contribution was right. He said that the Board had better be asking him to open up the union contracts if that was the case. He said that he didn't have an issue with the bonus if they brought his salary was brought up to where it should be.

Mr. Degen had to leave the meeting at 9:05pm. Mr. Haddad left at 9:06pm so that the Board could caucus.

Mr. Schulman said that other than the salary request the other stuff was negotiable. Mr. Cunningham said that the health insurance piece was a prelude to negotiations with the unions. Ms. Eliot said that Mr. Haddad asked if they wanted contracts to be reopened. Mr. Cunningham said it made sense to start at the top. Mr. Petropoulos said that the idea of buying back vacations was something that was negotiated in other contracts.

Mr. Schulman said that he felt the same way as he did in December about the salary survey adding it was a colossal waste of time. Mr. Petropoulos said that there was no perfect salary study and that they needed to take it with a grain of salt. He said he believed the criteria were too narrow. Mr. Cunningham said that that there were a few more factors in there adding that just because you were a Town Administrator it didn't mean you were the lowest paid. He said that the content of the job descriptions was relevant. Ms. Eliot said that with the vehicle allowance, there were a number of communities that had that in their manager's contracts. Mr. Schulman said he was not sure how he felt about comparing Mr. Haddad's position to the manager of GELD and the Superintendent. Mr. Petropoulos said that the Superintendent was in charge of a \$30M budget. Mr. Cunningham said it was still another chief position in the Town. Mr. Petropoulos reiterated that her budget was double that of the Town's. He added that the school superintendent managed more than twice the number of people and that arguably residents of the Town value the services that she is responsible for more than they value the services that the Town Manager oversees. Mr. Schulman, Mr. Cunningham, Ms. Eliot and Mr. Haddad objected to this. Mr. Schulman said that he didn't agree with Mr. Petropoulos in principal adding he thought Mr. Kelly was overpaid and didn't think they needed to over pay someone else. Mr. Petropoulos said he was unmoved on a lot of this adding he thought they were in the ballpark with the salary piece but was apprehensive given the history. Mr. Schulman asked if they knew what other town's managers were paying for health insurance. Ms. Eliot said that asking employees to up their contribution was more in their long range planning. Mr. Cunningham said that there would be an added cost associated with it. Mr. Petropoulos said that it needed to start somewhere. Mr. Cunningham said that increasing the contribution may require them to offer a sweetener to the salary. Mr. Schulman said it would be a salary decrease. Mr. Petropoulos said that they calculated it out to be neutral adding they said they wanted to keep salaries neutral.

Mr. Schulman asked if they were going to say this was their final offer. Mr. Petropoulos said he didn't agree with 5 weeks' vacation. Mr. Schulman said that Mr. Haddad was looking at it in terms of his years in service and was not sure he agreed. He thought they should maybe look at gradually increasing health insurance to maybe 20% year one, 25% year 2 and 30% year 3. Mr. Petropoulos said that they could ask Ms. Doig to do a quick poll of towns on the survey to see what the manager's contribution was. Mr. Schulman said it may be useful information. Mr. Cunningham asked how much the life insurance policy would cost. Mr. Schulman said that the car allowance would be in essence a raise, something that Mr. Haddad was not getting now. Mr. Cunningham asked if it was for wear and tear on the vehicle. Mr. Petropoulos said it was effectively for mileage reimbursement. Ms. Eliot said it should not be for commuting costs. Mr. Schulman said he was thinking about it for getting to town every day. Mr. Petropoulos said that was covering commuting costs. Ms. Eliot said that Mr. Haddad was supposed to live a certain number of miles away from Town adding they allowed him to live where he is.

Mr. Schulman asked about the requested severance pay increasing from 4 to 6 months for termination without cause. Ms. Eliot said that she didn't see a problem with it. Mr. Schulman said that he didn't see them getting there and had no problem with that. Mr. Petropoulos said he didn't think it was necessary adding it would be an additional 2 months of pay at \$10K a month they would be giving away for what. Ms. Eliot said that if they did get to that point, 2 months of severance pay would not be worth blinking about. Mr. Cunningham said it would make whoever was on the Board at that time think twice about separating without cause. Mr. Petropoulos said it wouldn't buy them protection from a suit. Mr. Cunningham said he thought the onus needed to be on the Board to consider the cost to do so. Mr. Schulman said that the Charter Review Committee was thinking about changing the charter by making it a 3 to 2 vote instead of 4/5's vote to remove the Town Manager as it is now. He said a Town Manager would have a right to think their job was less secure. Mr. Petropoulos said that the Charter hadn't been issued. Ms. Eliot said that it was still a reality though adding this was Mr. Haddad's job and his livelihood they were talking about. Mr. Petropoulos suggested that if the Charter were to change they could change their mind. Mr. Schulman suggested they base it on a condition. Ms. Eliot said that they didn't know that the Charter was his only reason for proposing this. Mr. Petropoulos said that there was no conclusion on this at that time but some ideas to consider.

Mr. Cunningham asked about compensation. Mr. Petropoulos said that their discussion had been that there be no straight out COLA increase this year adding they were going to link something to performance. He said he didn't see a \$10K increase this year or in subsequent years. He said a 2% performance increase would be \$2,600 adding that 4% would be ½ of what Mr. Haddad was requesting, like their one year contract offer. Mr. Schulman said that Mr. Degen said that the 3% performance in the one year contract could be increased. Mr. Petropoulos said that he needed to think about what they could change.

Mr. Schulman said that he would like to think about gradual increase in health insurance; 20%, 25% and then 30%. Mr. Petropoulos said that he was okay with some movement. Mr. Cunningham suggested that in year one they keep 1 ½% in for a raise in the first year with 20% contribution on health insurance. He said that year 2 would be based on an index with an increase to 25% contribution on health insurance. Mr. Petropoulos asked if there would be a salary offset for health care in year 2. Mr. Schulman said no because it would be based on some index. Mr. Petropoulos said that they discussed no raise in year 1 with a COLA in years 2 and 3. He said that they were now talking about a modest raise in years 2 and 3 because of health insurance bumps. He said that a 5% growth in health care was equivalent to .75% increase in salary. He suggested they say they would move the health care increases to years 2 and 3 at 5% a year and in addition to an index they also add some additional salary to cover the health care piece.

Mr. Schulman said it sounded like a 1 year contract was a non-starter. He suggested even though he thought that that they leave it on the table adding they might need to sweeten it up. Mr. Petropoulos said that he was not prepared to make a lot of movement on the 3 year contract. Mr. Cunningham said that he was prepared to move on the health insurance contribution on the 3 year contract with a 1 ½% raise in the first year. He said that they would have to agree on an index. Mr. Petropoulos said that he would discuss a raise based on an index in year 2 plus an increase in health insurance contribution. Ms. Eliot said that there would be no increase in essence. She said that he would not be getting a raise and paying more in health care costs adding that his spending capacity would be going down. Mr. Petropoulos said that was not true because there was a potential for a performance bonus in all 3 years. Mr. Cunningham said that they could increase the pool in year's 2 and 3 to 2% and 3%. Mr. Petropoulos said it would be more acceptable to him to modify the bonus pool.

Mr. Schulman recapped what had been discussed:

- Year 1 – 1 ½% raise; 20% contribution on health insurance and bonus pool of 2% for meeting objectives.
- Year 2 – raise equal to an agreed upon index; 25% contribution on health insurance and 2 ½% bonus pool
- Year 3 – raise equal to an agreed upon index; 30% contribution on health care and 3% bonus pool

Mr. Petropoulos said that a 1 ½% raise in year one was contrary to what he came in here thinking. He thought that the current salary was reasonable and that anything that raised the year 1 salary was contrary to the spirit of what he thought year 1 to be. Mr. Cunningham said that a salary was always the first thing to consider in contract negotiations. He said that it needed to be judicious adding that 1 ½ % was not unnecessary. Mr. Petropoulos said that they essentially gave him a bump in his salary with a one-time bonus that would not raise his actual salary.

Mr. Schulman offered a suggestion to go back to 30% on healthcare contributions but give a onetime bonus of 5% if Mr. Haddad achieved all his objectives. Mr. Cunningham said that Mr. Haddad seemed interested in bonuses. Mr. Petropoulos said he thought 5% was a lot. Mr. Schulman did not think it was unreasonable as there would be no other raise. Mr. Petropoulos said that no raise in year 1 (raise to be offset by increase in health insurance contribution) was expressed by some of the selectmen in previous meetings. Mr. Schulman said that he felt as though something positive was deserved. Mr. Cunningham agreed with Mr. Schulman. Mr. Cunningham said that he like the graduated suggestion better adding it would send a message to the bargaining units.

Mr. Cunningham moved to adjourn at 9:48pm adding that even though he would not be able to attend when they planned to meet again on Thursday morning at 7:30am he was okay with the graduated increase on the health insurance contribution and increase in the bonus pool as discussed. Ms. Eliot seconded the motion. Roll Call: Eliot-aye; Cunningham-aye; Petropoulos-aye; Schulman- aye

Approved: _____
Stuart Schulman, Clerk

_____ *respectfully submitted,*
Dawn Dunbar
Executive Assistant to the Town Manager

Date approved: 3/28/16

**Contract Negotiations By and Between the Groton Board of Selectmen
and Town Manager**

GROUND RULES

1. Negotiations will be closed to the public, but held in Executive Session pursuant to Massachusetts General Laws, Chapter 30A, §21, Clause 2. The current Town Manager, Mark W. Haddad will represent himself. Members of the Groton Board of Selectmen, John G. Petropoulos, Chairman, Anna Eliot, Vice Chairman, Stuart M. Schulman, Clerk, Peter S. Cunningham and Joshua A. Degen shall represent the Town.
2. No tape recording or stenographic transcription of the negotiations shall be made but minutes of the meetings will be created by the Executive Assistant to the Town Manager to comply with the provisions of the Open Meeting Law. The final minutes shall be approved by the Groton Board of Selectmen; however, the Town Manager shall have the right to offer amendments to the minutes. The minutes shall not be released to the public until Negotiations are concluded.
3. Each party shall have the right to caucus at any time for a reasonable period of time and shall inform the other party of the anticipated length of the caucus.
4. All proposals shall be in writing and no new proposals may be submitted by either party after the second negotiating session. The parties, however, may mutually agree in writing to extend the time to submit proposals. All proposals shall be submitted in writing.
5. All negotiations shall take place during posted Executive Session meetings with all members of the Board of Selectmen and Town Manager. Off-the-record discussions and conversations that take place outside of Executive Session shall not be binding on the parties and cannot form the basis for an agreement between them.
6. At the conclusion of each session the parties will agree upon two dates and times for the next sessions.
7. All cost items in the Agreement reached by the parties shall be subject to funding by the Town Meeting.
8. The parties agree that there will be no contact with the media or the release of any of the terms negotiated regarding these negotiations unless and until an impasse is reached, or a final Agreement is approved.

Mark W. Haddad

Town of Groton Board of Selectmen
By its Chairman

Date

Date



TOWN OF GROTON

173 Main Street
Groton, Massachusetts 01450-1237
Tel: (978) 448-1111
Fax: (978) 448-1115

Board of Selectmen

John G. Petropoulos, *Chairman*
Anna Eliot, *Vice-Chairman*
Stuart M. Schulman, *Clerk*
Peter S. Cunningham, *Member*
Joshua A. Degen, *Member*

Town Manager
Mark W. Haddad

Employment Agreement Between Town of Groton and Mark W. Haddad

This Agreement made this ~~13th~~–~~15th~~ day of ~~November, 2012~~February, 2016, to become effective on July 1, ~~2013~~2016, by and between the Town of Groton, a municipal corporation in Middlesex County, Massachusetts, acting by its Board of Selectmen, hereinafter referred to as "the Board" or "the Town" and Mark W. Haddad, herein referred to as "the Employee" or "Town Manager."

WHEREAS, G.L. c. 41, §108N, authorizes the Board to establish an employment contract for a Town Manager for a period of time, to provide for salary, fringe benefits and other conditions of employment; and,

WHEREAS, the parties desire to enter into such an agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the Board and the Employee agree as follows:

I. Agreement Period

- A. The Board agrees to extend the Employee contract to June 30, ~~2016~~2019.
- B. The Board shall notify the Employee in writing on or before February 15, ~~2016~~2019, whether or not it intends to renew this Agreement. Failure of the Board to give such written notice shall result in automatic renewal of the Agreement for a one year period, subject to appropriation and the availability of funds. Should this Agreement be automatically renewed, the same terms and conditions shall apply unless modified by written agreement of the parties.

II. Termination and Severance

- A. Any removal or suspension of the Town Manager shall be in accordance with Article 4, Section 4-3 of the Town of Groton's Charter, enacted as Chapter 81 of the Acts of 2008, which is incorporated by reference herein.
- B. In the Town Manager terminates voluntarily his position with the Town before the expiration of this Agreement, the Town Manager must give a 90 day advance written notice to the Board of Selectmen, unless the parties agree otherwise. A copy of the letter of resignation shall be kept in the Town Clerk's Office.

- C. In the event the Town Manager is involuntarily terminated by the Town prior to the expiration of the term of this Agreement, the Town agrees to pay the Town Manager ~~four (4)~~six (6) months of severance.

No such severance shall be paid in the event the Town Manager is terminated for cause.

III. Duties and Responsibilities

- A. **DUTIES:** The Board agrees to employ the Employee as Town Manager. The powers and duties of the Town Manager are described in the Town of Groton's Charter, Article 4, Section 4-2, which is incorporated by reference herein, and in the Town Manager's job description subject to the approval of the Board of Selectmen. The Town Manager shall perform any other duties as may be required by federal, state, or local law, and as the Board may from time to time assign.
- B. **OTHER EMPLOYEMENT:** In accordance with the Town of Groton's Charter, Article 4, Section 4-1(b), the Town Manager's position is a full-time position, and he is not to hold any other public office, elective or appointive. Other employment must be approved, in advance and in writing, by the Board. If the Employee accepts employment without prior written approval, this Agreement may be terminated immediately by the Town, with no severance due to the Employee.
- C. **EXEMPT ACTIVITIES:** The above shall not be construed, however, to prevent the Employee from engaging in additional professional activities related to the position of Town Manager, such as guest lecturing and participating in professional activities provided that such participation does not interfere with the Employee's responsibilities as Town Manager.

IV. Evaluation

Formal written evaluations shall be conducted using the Town's performance evaluation tool. The Board will complete an annual performance evaluation on or before the month of February of each year.

The Town Manager's performance will be measured on goals and accomplishments from the previous fiscal year and the status of the budget as agreed upon by the Board and Town Manager. All evaluations shall be conducted in compliance with the Open Meeting Law. The completed evaluation shall be placed in the employee's personnel file.

V. Compensation

Effective July 1, ~~2013~~2016, the Town Manager's Salary over the term of this agreement shall be as follows:

July 1, 2013 <u>2016</u>	\$123,574 <u>140,000</u> (an increase of 4%)
July 1, 2014 <u>2017</u>	\$127,405 <u>150,000</u> (an increase of 3.1%)
July 1, 2015 <u>2018</u>	\$130,080 <u>160,000</u> (an increase of 2.1%)

Any increase is subject to Town Meeting appropriation and shall become effective July 1 annually through the term of this Agreement.

VI. Benefits

The Town Manager is eligible to participate in the same benefit program that is offered to Town of Groton By-Law Employees, on the same terms and conditions except as noted below. As of this date of this Agreement, such benefits are:

- A. Health Insurance:
The Town will cover 80% of the cost, while the Employee is responsible for 20% of the cost.
- B. Dental Insurance:
The Employee pays 100% towards the dental plan.
- C. Life Insurance:
The Town offers a \$10,000 life benefit for active employees. This benefit is paid 50% by the Town of Groton and 50% by the Employee. In addition to this benefit, the Town shall provide an additional \$100,000 of Life Insurance paid by the Town.
- D. County Retirement and Deferred Compensation Plan:
The Town Manager will participate in the Town's mandatory retirement program. The Town offers two choices for voluntary deferred compensation plans. The Town Manager is eligible to enroll in either plan.
- E. Vacation:
The Town Manager's annual vacation entitlement shall be ~~four (4)~~five (5) weeks. Vacation is intended to be used in the Fiscal Year in which it is accrued. Vacation accrued but unused in any Fiscal Year may be accrued ~~consistent with the Town of Groton Personnel By-Law, except with the written permission of the Board.~~ Town Manager shall be allowed to buy back one (1) week of vacation by December 1st of each year of the Agreement.
- F. Sick Leave:
The Town Manager shall accrue sick leave at the rate of one day (8 hours) per month.
- G. Personal Days:
The Town Manager shall be eligible for ~~four (4)~~five (5) personal days annually. Personal day(s) must be taken by June 30th within each fiscal year or the Employee will lose them; unused personal days will not be compensated.
- H. Holidays:
The Employee will be entitled to 11 Holidays with pay as listed below. All Holidays should be taken on the calendar day designated by the Town as the official day of the Holiday.

New Year's Day	Martin Luther King Day
President's Day	Patriot's Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Christmas Day	
- I. Longevity:
The Town Manager shall not be eligible for or entitled to any longevity payments.

VII. Expenses and Professional Development

Subject to prior budget approval and appropriation, the Board of Selectmen agree to pay for professional development activities of the Town Manager provided these activities are reasonably expected to be of benefit to the Town of Groton.

- a) Travel and meals for professional and office travel, meetings, conferences, both in State and out-of-state, with out-of-state travel subject to the written approval of the Board, provided that attendance at any conference for more than two (2) days shall be subject to the approval of the Board.
- b) Professional dues and subscriptions and occasional publications in connection with but not limited to the MMA (Massachusetts Municipal Association) and the ICMA (International City Management Association).
- c) Mileage reimbursement at the Town rate for use of privately owned vehicles for Town business. The Town Manager shall be provided with a monthly vehicle allowance of \$541.66 for the use of his personal vehicle in performance of his duties. The allowance paid to the Town Manager shall not be treated as wages for the purpose of Federal and State income taxes.

VIII. Residency Requirement

The Town Manager agrees to establish a permanent residence and reside with a thirty-five (35) mile radius of Groton's Town Hall.

IX. Indemnification

- A. To the extent permitted by law, the town shall defend, save harmless and indemnify the Town Manager against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of his duties as Town Manager, even if said claim has been made following his termination from employment, provided that the Town Manager acted within the scope of his duties. To the extent permitted by law, the Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Manager.
- B. No indemnification is available for any criminal proceedings against the Town Manager, or for any potential disciplinary hearing or disciplinary action by the Board of Selectmen. Similarly, in no event shall the Town be liable to indemnify the Town Manager for the costs of any legal actions commenced by him against the Town or any Town employees and/or officials.
- C. This section shall survive the termination of this Agreement.

X. No Reduction of Benefits

The Town shall not at any time during the term of this Agreement reduce the salary, compensation or other benefits of the Town Manager, except to the degree such reduction is across the board for all other By-law employees of the Town.

XI. Miscellaneous

- A. The parties acknowledge that the Town Manager is an "exempt" employee under the Fair Labor Standards Act ("FLSA") and is not entitled to overtime compensation under the FLSA.
- B. Unless specifically modified by this Agreement, all other applicable terms of the Town of Groton Charter and By-Laws shall apply to the Town Manager.
- C. The Town Manager shall not be entitled to pursue a grievance as set forth in Section 48-11 of the Town's Personnel By-Law.

XII. Entire Agreement and Severability

- A. This Instrument contains the entire Agreement between the Board and the Employee. The Agreement may be amended from time to time as mutually agreed upon by both parties in writing.
- B. This Agreement is subject to the laws of Massachusetts. If any one or more of the provisions of this Agreement shall be ruled to be invalid by any reason by a court of law in any jurisdiction, such ruling shall not affect the validity of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed their Agreement this ____ day of _____ in the year Two Thousand and Twelve.

By the Town Manager

For the Board of Selectmen:

Mark W. Haddad
Chairman

~~Stuart M. Schulman~~ John G. Petropoulos

Anna Eliot, Vice Chairman

Clerk

~~John G. Petropoulos~~ Stuart M. Schulman

Peter S. Cunningham, Member

Joshua A. Degen, Member

Personnel Board - Not looking at job descriptions

Hull	\$	171,404
Norfolk	\$	150,000
Oxford	\$	130,000
Holbrook	\$	128,600
Lunenburg	\$	125,000
Littleton	\$	122,649
Carver	\$	121,698
Maynard	\$	107,500
Tynsboro	\$	117,000
Leicester	\$	111,981
Winchendon	\$	120,000
Pepperell	\$	106,087
Wrentham	\$	98,500
Palmer	\$	128,600
	\$	124,216

Town Manager - Job Descriptions that are similar

Hull	\$	171,404
Norfolk	\$	150,000
Oxford	\$	130,000
Lunenburg	\$	125,000
Carver	\$	121,698
Maynard	\$	107,500
Winchendon	\$	120,000
Palmer	\$	128,600
Lincoln	\$	165,000
Cohasset	\$	153,816
Brewster	\$	140,000
Millbury	\$	125,000
Hamilton	\$	140,000
Lynnfield	\$	175,000
	\$	139,501
GD Supt.	\$	168,000
GM GELD	\$	157,029
	\$	142,378

SAME \$ 132,229

Salary Survey - presented by Mr. Haddad - January 25, 2016

Chapter 3, ADMINISTRATOR, TOWN

[HISTORY: Adopted 5-5-2007 Annual Town Meeting, Art. 12, amended 5-4-2009 ATM, Art. 25]

Section 1. The Board of Selectmen (BOS) shall appoint, and may remove, a Town Administrator. The Town Administrator shall be selected in accordance with Section 2.

Section 2. The Town Administrator shall report to the BOS. The Town Administrator shall be appointed according to the following process:

- 1) The TASC shall consist of 5 members as follows:
 - a) Chair, a member of the BOS, appointed by the BOS.
 - b) A member of the Finance Committee, appointed by the Finance Committee.
 - c) A member of the School Committee, appointed by the School Committee.
 - d) A member of the Personnel Committee, appointed by the Personnel Committee.
 - e) A member at large with municipal management experience appointed by the BOS.
- 2) The Town Administrator Selection Committee (TASC) shall submit more than one candidate to the BOS. The BOS shall:
 - a) Conduct final interviews as required.
 - b) Appoint a candidate to the position by majority vote.
 - c) Or, send back to the TASC with directions for further action.

Section 3. [Amended 5-4-2009 ATM, Art. 25, 5-7-2012 ATM, Art. 21, 5-6-2013 ATM, Art. 25]

The Town Administrator shall directly supervise and conduct performance reviews for the following current and future department heads unless otherwise specified by statute: Assistant Town Administrator for Finance and Budget; Head of the Highway Department; Facilities Manager; Head of Information Technology; Building Commissioner; Human Resources; Director of Elder and Human Services; and Littleton Community Television (LCTV) Executive Director. The department heads shall be appointed by, and can be removed by, the Town Administrator subject to the approval of the Board of Selectmen. The appointment of the Director of Elder and Human Services shall also be subject to approval by the Council on Aging. Employees of the heads of said departments shall be appointed by the department head subject to approval of the Town Administrator.

Section 4. The Town Administrator shall administer the Town's performance review process in order to ensure consistent reviews across all departments. The Town Administrator shall have the following responsibility to ensure that the reviews are conducted in a fair and timely manner:

- a) Responsibility of performance reviews for direct reports of the Town Administrator;
- b) Oversee the review process for employees who report to a department head; and
- c) Provide input for employees who report to Town Boards.

Section 5. The Town Administrator shall have input in the hiring of employees of the Town Boards unless otherwise stated in a statute. The Town Boards retain the hiring decision. The Town Administrator shall provide input to performance reviews to ensure that the reviews are conducted in a

Code of the Town of Littleton, Massachusetts

fair and timely manner in accordance with the Town's performance review process.

Section 6. The Town Administrator shall be responsible for the budget process.

Section 7. At the direction of the BOS, the Town Administrator shall establish working hours, holidays, and vacations days for Town departments reporting to the Town Administrator in accordance with the Town's Personnel Bylaw, if any. The Town Administrator shall establish working hours, holidays, and vacations days in consultation with Town Boards for their employees in accordance with the Town's Personnel Bylaw, if any.

Section 8. The Town Administrator shall establish and maintain operational systems, hours of operation, and proximity of departments to ensure that Town Offices operate in an efficient manner for the benefit of the citizens.

Section 9. The Town Administrator shall conduct regular department meetings and report on such meetings to the BOS.

Section 10. The Town Administrator shall perform other duties as directed by the BOS.

Chapter 4, AUDIT, TOWN

[HISTORY: Adopted as Art. 9 of the 1977 compilation. Amendments noted where applicable.]

§ 4-1. Establishment.

There shall be an annual audit of the Town's accounts under the supervision of the Director of Accounts of the Department of Corporations and Taxation, in accordance with the provisions of MGL C. 44, § 35.

Chapter 6, BETTERMENTS

[HISTORY: Adopted 2-11-1979 Annual Town Meeting, Art. 52. Amendments noted where applicable.]

§ 6-1. Submittal of proposals.

Every proposal for betterments, such as water mains, electric light lines or cement sidewalks, shall be submitted to the vote of the town under MGL C. 80, § 1.

Chapter 7, BOARDS, APPOINTED

[HISTORY: Adopted 11-12-2014 Special Town Meeting, Art. 12, amended 11-12-2014 STM Art. 13.]

§ 7-1. Residency Requirement.

Except as otherwise provided by state law or regulation, a person shall not be a member of an appointed town board, committee or commission established by statute or vote of town meeting unless he or she is a resident of the town of Littleton.

Town Administrator

Powers and Duties

The Town Administrator shall be the chief administrative officer of the town and shall be responsible to the Board of Selectmen for the efficient administration, supervision and coordination of all departments, commissions, boards and offices that come under the jurisdiction of the Board of Selectmen.

He/she shall not, however, exercise any control over the discretionary power vested by statute in any such department, commission, board or office. He also shall coordinate all activities of town departments under the jurisdiction of the Board of Selectmen with the activities of departments under the control of officers, boards or commissions elected directly by the voters of the town.

He/she will act by and for the Board of Selectmen in any manner which it may assign to him relating to the administration of the affairs of the town, or of any town officer or department under its supervision and control, or, with the approval of the Selectmen, may perform such other duties as may be requested of him/her by any other town officer, board, committee or commission. His/her duties, as they may be assigned to him/her by the Selectmen, shall include, but shall not be limited by the following:

- Overseeing, directing and retaining responsibility for all department heads under his/her authority, including recommending appointments and terminations;
- Attending all regular and special meetings of the Board of Selectmen and other meetings as so directed;
- Attending all Annual and Special Town Meetings, having a voice but not a vote in all discussions, and answering all questions directed to him/her by members which relate to his/her by members which relate to his/her office;
- Carrying out the votes and policies of the Selectmen as so directed;
- Acting as liaison between the Board of Selectmen and all other boards and committees of the town;
- Keeping the Board of Selectmen fully informed of matters of financial and administrative concern, including county, state and federal assistance (including grants) as they relate to the continuing needs of the town;
- Representing the Board of Selectmen at local, state and county hearings of interest to the town;
- Studying and recommending long-range strategic and capital planning programs as so directed by the Board;
- Work the head of departments under the control of the Board of Selectmen in the preparation of annual town budgets and reports;
- Preparing the weekly Board of Selectmen meeting agenda and gathering all information pertinent to matters coming before the Board of Selectmen for discussion and action;
- Serving as public relations officer, processing inquiries and concerns of the public effecting solutions wherever possible;
- Serving as an ex-officio member of any/all committees appointed by the Board of Selectmen;
- Preparing the Annual Report and such other reports as the Board of Selectmen may require from time to time;
- Exercising general supervision over the organization;
- Directing and coordinating town services under the jurisdiction of the Board of Selectmen;
- Submitting to the Board of Selectmen by December 1, each year, a copy of the annual budgets for the coming fiscal year containing detailed estimates of expenditures for each department and activity under the supervision of the Board of Selectmen;
- Enforcing all orders of the Board of Selectmen, all provisions of the general laws and all votes of town meeting;
- Assisting the Board of Selectmen, as necessary, in negotiating all contracts and collective bargaining agreements;
- Assisting in the maintenance and administration of the town's personnel systems and;
- Performing any other duties required by a vote of the Board of Selectmen.

LEICESTER

TOWN ADMINISTRATOR (9-18-80) (Amended 10-10-95)

APPOINTMENT - QUALIFICATIONS - TERM

The Board of Selectmen shall appoint or reappoint a Town Administrator from candidates submitted by a screening committee composed of two members from the Personnel Board, one from the Advisory Board, and two at large to be appointed by the moderator and fix his/her compensation within the amount appropriated by the Town. The Town Administrator shall be especially fitted by education, training or previous experience in public administration. The Town Administrator need not be a resident of the Town at the time of his/her appointment, but must establish residency in the Town or in a community within the County of Worcester and/or 30 air miles from the border of Leicester within 12 months following initial appointment. The Town Administrator shall serve at the pleasure of the Board of Selectmen.

JOB DESCRIPTION (The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statement of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

The Town Administrator shall:

- Attend all regular and special meetings of the Board of Selectmen, unless excused at his/her request.
- Attend all sessions of the Town Meeting and answer questions and provide information as requested.
- Inform the Selectmen of the need for long-range goals and general policies to guide the performance of Town departments at the direction of the Board of Selectmen, and present drafts of said goals and policies for their consideration.
- Review and make recommendations on the preparation of the Annual operating and capital items for departments under the authority of the Board of Selectmen, and submit budgets to them for approval.
- Partner with the Town Treasurer/Tax Collector and Town Accountant in analyzing the town's financial status in order to develop short and long term financial planning including, debt service, capital projects and associated bonding.
- Be responsible for assembling Town Meeting articles and Town Warrants in concert with Town Counsel, and for compilation of the Town report.
- Be responsible for the day-to-day administration of the personnel system as outlined by the Personnel Board and Personnel By-Laws.
- Shall formulate personnel guidelines applicable to personnel with the Town Hall for the purpose of effecting standardized, efficient and equitable personnel procedures in conjunction with appointive authorities.
- Search for economies that may accrue to the Town through joint purchasing of material, property or services by two or more municipalities, or two or more departments, offices, board, or commissions and committees.
- Through adequate reports filed by the Town Accountant, keep the Selectmen informed as to the financial conditions and needs of the Town and make recommendations to the Selectmen as necessary.
- Keep the Board of Selectmen aware of the need to fill appointed positions and shall recommend for appointment and removal members of Board, Commissions, subordinates and Department Heads for whose appointment the Board of Selectmen are responsible.
- Administer the policies of the Board of Selectmen and those Committees reporting to the Board of Selectmen; and the administration of the Selectmen's office.
- Be responsible for maintaining full and complete records of administrative activities of the Town and render a full report to the Board of Selectmen as they require.
- Keep a full inventory of all real and personal property of the Town. This inventory will be updated annually.
- Coordinate labor contract negotiations with authorities as designated by the Board of Selectmen, with final approval by said Board.
- Review and make recommendations on the status of all license applications under the Board of Selectmen, and shall make site inspections as necessary.
- Diligently pursue opportunities to obtain Federal and State financial grants and will recommend the necessary measures needed to the Board of Selectmen to obtain the potentially most promising grants.
- Perform any other duties as required by By-Law votes of the Town Meeting, or votes of the Board of Selectmen.

PEPPERELL

The Selectmen are authorized and empowered to appoint a Town Administrator pursuant to MGL c. 41, § 23A, who may be appointed by them for a term of one or three years, as the Selectmen shall determine, and to remove him or her at their discretion.

§ 27-4. Duties and responsibilities.

The Town Administrator shall act by and for the Selectmen in any matter to which they may assign him or her relating to the administration of the affairs of the town or town offices and departments under their supervision or control, or, with the approval of the Selectmen, may perform such other duties as may be requested of him or her by any other town officer, board, committee or commission.

§ 27-5. Holding of additional office prohibited.

The Town Administrator shall be sworn to the faithful performance of his duties and, during the time that he or she holds office, shall hold no other elective office of the town, but may be appointed to any other town office or position consistent with his or her position.

ARTICLE IV: Town Treasurer
[Adopted 3-1-1982 STM, Art. 2]

§ 27-6. Acting as Collector of Taxes.

The Town Treasurer shall act as the Collector of Taxes for the Town of Pepperell.

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Departments Pages



Town Administrator

The Town Administrator is the Chief Administrative Officer/Chief Procurement Officer of the Town and shall be responsible for the daily administration of Wrentham Town Hall and its employees. The duties and responsibilities shall include, but shall not be limited to:

- Supervision of all Department Heads and Committees under the jurisdiction of the Board of Selectmen
- Supervisory authority of interviewing and recommendation of candidates for positions within departments and committees, municipal contracts, initiating disciplinary actions and performance of personnel evaluation of all Department Heads
- Responsible for the review of accounts of, and work with Department Heads and Committees under the jurisdiction of the Board of Selectmen in the preparation of budgets, annual and interval operating plans, and reports made to the Board
- Serve as Personnel Officer for all departments under the jurisdiction of the Board of Selectmen and perform the function of Personnel Director regarding benefits administration, implementation of regulations, recruitment, evaluation, discipline of personnel and assist the Personnel Board with collective bargaining with all municipal unions and non-union personnel
- Perform all functions as Risk Manager, as advised by the Insurance Committee, and administer the municipal insurance program
- Supervise the issuance and renewal of all licenses and permits that may be issued by the Board of Selectmen
- Reports directly to the Chairman of the Board
- Fulfill such other and further specific duties and delegations as may from time to time be assigned by the Board of Selectmen

Town Administrator Reports

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TYNGBOROUGH

TOWN ADMINISTRATOR

Definition

The Town Administrator performs management and administrative work associated with the operation of Town government and other administrative work delegated by the Board of Selectmen and provides research and support services to the Board of Selectmen; all other related work, as required.

Essential Duties and Responsibilities

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Oversees the daily operation of Town government; manages employees and projects; ensures that deadlines are met and goals are achieved.

Represents the town and the Board of Selectmen before meetings, state agencies and town residents; serves as liaison to regional, state and federal agencies; assists citizens with requests for assistance and information.

Works with citizens and citizen groups to solve problems and plan projects.

Negotiates contracts and participates in collective bargaining processes, subject to the final approval of the Board; coordinates the daily administration of the town's personnel system.

Researches and implements major policy initiatives; prepares reports on policy issues, procedures, and organizational issues and makes recommendations to the Board of Selectmen; implements decisions of the Board of Selectmen; informs concerned parties of Board actions.

Consults with Town Counsel on legal issues, including contracts, law suits, ethics matters, and Town Meeting warrants; monitors all legal actions against the town.

Oversees the preparation of the annual town budget; works with departments under the jurisdiction of the Board of Selectmen to develop annual budgets.

Prepares and assists with grant applications; monitors the implementation of grants received by the town.

Oversees administration of the town's insurance coverage, including periodic review to ensure adequacy of coverage and processing claims.

Serves as Chief Procurement Officer; supervises the preparation of all bids and contracts; ensures that all local and state procurement statutes, rules and regulations are followed; supervises and evaluates competitive bidding.

Serves as the representative of the town on various committees. Performs similar or related work, as required, or as situation dictates.

Supervision

Works under the policy direction of the Board of Selectmen, in accordance with the policies and procedures of the town. The employee functions independently, referring specific problems to the Board when clarification or interpretation of town policy or procedures is required.

Performance of duties requires the exercise of independent judgment concerning the development, implementation and administration of the policies, goals, regulations, and statutory requirements related to the administration and operation of the town.

Supervisory Responsibilities

Supervises a range of municipal staffing and line positions.

Work Environment

Work is performed in a typical office environment, with considerable public interaction. The volume and nature of work changes due to both planned and unforeseen events. Performance of duties requires attendance at frequent evening meetings.

The employee operates standard office equipment.

The employee has frequent contact with town department heads, state agencies, legislators, the news media and the public, in person, by telephone, e-mail and in writing. Contacts require excellent interpersonal skills, persuasiveness and resourcefulness.

The employee has access to town-wide confidential information, including personnel records and other information about employees, bid proposals, collective bargaining negotiations and legal proceedings.

Errors in judgment could result in delay or loss of services, monetary loss and legal repercussions.

Recommended Minimum Qualifications Education and Experience

Bachelor's Degree in public administration, business or a related field; five years of experience in municipal administration or a related field; or an equivalent combination of education and experience. Masters in Public Administration or related field preferred.

Knowledge, Ability and Skill

Knowledge of municipal government organization, including finance, budgeting, personnel policies and practices, town bylaws, and federal and state regulations, as they relate to municipal government.

Ability to establish and maintain effective working relationships with employees, board and committee members, and citizens; ability to plan, organize and direct the preparation of reports,

analyze problems, and formulate recommendations; ability to present findings in oral and written form.

Mediation, conflict resolution, and leadership skills; excellent customer service and public relations skills; good analytical and budgetary skills.

Physical Requirements

Minimal physical effort is required; perform duties under typical office conditions. The employee is frequently required to sit, speak and hear and may be required to conduct site inspections. Vision requirements include the ability to read and analyze documents and use a computer.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.