

TOWN OF MILLBURY  
BOARD OF SELECTMEN MINUTES  
SELECTMEN MEETING ROOM

August 29, 2016

6:00 pm

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Selectmen Present: Selectman Francis B. King, Sandy Cristo; Mary Krumsiek, and Scott Despres  
Interim Town Manager, E. Bernard Plante, David Roach, Chairman of Search Committee, Ronald Marlborough, Tim Murray, Mike O'Connor, Jude Cristo, Grey Meyers, Daniel Girard

Selectman Mary Krumsiek stated that she will be allowed to vote for both the search firm and the ultimate town manager choice even though she was a member of the search committee.

Interim Town Manager Bernie Plante went through each proposal and he has recommended that they hire the Collins Center to conduct the town manager candidate search.

Discussion regarding how the firm was picked and why the committee decided to go with an executive search firm.

Motion made by Selectman Krumsiek to hire the Edward J. Collins, Jr. Center for Public Management seconded by Selectman Cristo.  
Motion carried unanimously.

Motion made by Selectman Krumsiek, seconded by Selectman Despres to set the new Town Manager salary between \$125,000.00 - \$150,000.00 depending on qualifications.  
Motion carried unanimously.

Motion to adjourn by Selectman Krumsiek at 6:45 pm, seconded by Selectman Cristo.  
Motion carried unanimously.

Respectfully submitted,

Tish Hayes, Secretary

Francis B. King

Sandy J. Cristo

Mary Krumsiek

Scott Despres

Francis B. King  
Sandy J. Cristo  
Mary Krumsiek  
Scott Despres



**EDWARD J. COLLINS, JR. CENTER FOR PUBLIC MANAGEMENT**  
 JOHN W. McCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES  
 UNIVERSITY OF MASSACHUSETTS BOSTON

100 Morrissey Boulevard  
 Boston, MA 02125-3393  
 P: 617.287.4824  
 F: 617.287.5566  
 mccormack.umb.edu/centers/cpm  
 collins.center@umb.edu

July 16, 2016

The Honorable Board of Selectmen  
 Town of Millbury  
 Municipal Office Building  
 Millbury, MA 01527

RECEIVED  
 TOWN CLERK  
 16 JUL 15 PM 3:07  
 MILLBURY, MASS.  
 via email

Dear Members of the Board:

The Edward J. Collins, Jr. Center for Public Management is pleased to provide this scope of services detailing its proven approach and experience in recruiting municipal leaders for organizations in transition. The Center has a great deal of sensitivity to the pressures of such transitions, and how they can impact public organizations and the communities and constituencies they serve.

The Collins Center was established in July 2008 at the McCormack Graduate School of Policy and Global Studies to further the public service mission of the University of Massachusetts Boston. The Center is a vehicle to provide assistance to municipalities and state agencies to help improve public management. As part of the Center's work it has established an executive recruitment practice in the belief that helping public organizations select the best leaders will result in increased organizational effectiveness.

The Collins Center has carried out over forty successful recruitments in Massachusetts for Town Managers and Administrators as well as key Department Heads. A comprehensive list of Collins recruitments is listed on the last page of this document.

We understand that the manner in which this search is carried out as well as the outcome will serve as a signal to Millbury residents of the Town's open and transparent approach to governance.


Following is a comprehensive proposal to provide recruitment services for Millbury's Town Manager. A careful definition of the challenges that the Town will face and the organizational environment that the new Town Manager will engage and manage is a key component of the recruitment process.

To be successful the Town needs to be clear about these matters and the recruitment team needs to fully understand them in order to attract the best candidates. Typically a considerable amount of effort is invested in gaining a thorough understanding of the client system before the Center engages in the actual recruitment of candidates.

We want to advise the Town that transactions with the Commonwealth, including the University, are exempt from the provisions of Chapter 30B, the Uniform Municipal Procurement Act (Section 1 (b)(4)).

The Collins Center looks forward to working with the Town on this important endeavor.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen McGoldrick". The signature is written in a cursive, slightly slanted style.

Stephen McGoldrick  
Director

## **How the Collins Center Will Assist Millbury Recruit a Town Manager**

The Collins Center works with public organizations to understand the most critical issues they are facing, as well as the culture and the leadership styles that would be best suited to move them forward. Only after gaining an understanding of the client's critical needs does the Center proceed to recruit quality candidates for the position.

In implementing this approach, the Center will:

- Carefully consider the Town's legal structure and the job description for the position which we understand is in the process of being revised. These documents set the parameters for the Town Manager's powers and duties.
- Carefully consider the challenges a new Town Manager will face currently and in the next three to seven years.
- Develop a Profile of the community and the Town Manager position with particular attention to identifying the Town's priority issues. The Profile will specify the professional and personal qualities needed to succeed as Town Manager. It is important that the Profile represent the views of key officials, not the recruitment team's. Accordingly, extensive interviews will be conducted with the Town's key officials and other stakeholders during the preparation of the Profile. The recruitment team will not proceed to seek candidates until the Board approves the Profile.
- Confirm and refine the schedule for this project to meet the Town's specific requirements. Most recruitments take approximately 120 days from the date the engagement is authorized.
- Build a competitive pool of candidates utilizing the Center's extensive network and database as well as traditional advertising; and
- Support the Town's evaluation of candidates. The recruitment team will help plan the interview process and assist the Board with the final interview process. The Center will facilitate, but will not negotiate contract provisions.

## **Project Approach**

The following information is provided to illustrate the Center's approach to executive recruitment and what it believes are successful outcomes of each stage of a search. The Center believes that a significant risk in selection is choosing the best person from a mediocre pool of candidates. The Center's principal effort is directed at giving its clients a pool of well-qualified candidates, thereby reducing this risk.

## **Task One: Understanding Millbury and Preparing a Profile**

The recruitment team begins the search with a simple question. What criteria would the organization use to determine that the appointment was successful?

The recruitment team needs to learn how the organization works from the inside out. It wants to see the organization from the viewpoint of major stakeholders, and it wants to understand and document the major challenges facing the organization. It can then determine what type of experience, technical skills, and personal style candidates will need to be effective in the position. Major stakeholders will be asked their views on the characteristics required for a new Town Manager to be successful.

A common statement is that when organizations chose a leader they chose a path. The recruitment team needs to understand the path Millbury desires to follow in order to identify and recruit a pool of candidates that can meet the Town's needs.

**Outcome: A Profile Statement will be prepared for the Board's approval. Once approved, the recruitment will commence using the Profile as a marketing tool for the Town Manager position.**

## **Task Two: Networking, Screening, and Presentation of Paper Candidates**

Standard advertising will be prepared and placed in various venues. At the same time, the recruitment team also engages in extensive network recruitment activities using various outreach methods and extensive personal contacts. Often the best person for a job is not looking for a job; so networking is a critical part of the process. To attract candidates, the unique challenges of the employment opportunity will be stressed. Work is conducted to find candidates that have faced challenges that are of similar magnitude and importance to those faced by Millbury. At the conclusion of networking, the applications from a pool of prospective candidates who best meet the Profile will be presented to the Screening Committee.

The Center will work with the Screening Committee to evaluate applications and conduct preliminary interviews. To conduct these processes in Executive Session the Massachusetts Open Meeting Law requires a Screening Committee with not more than a majority of the appointing authority. Typically the Screening Committee is given a charge and the Profile approved in Task One to guide its work.

The recruitment team will review the applications of recommended paper candidates with the Screening Committee to help it reach a decision on which candidates should be invited for a

preliminary interview.

Assumption: The Center's primary contact will be with a Screening.

**Outcome: Candidates to be invited for a preliminary interview will be identified.**

### **Task Three: Preliminary Interviews**

After candidates are selected for a preliminary interview, the recruitment team will design an interview process for the Screening Committee and assist the Screening Committee in implementing the process. The Center will assist in the development of standard interview questions and will schedule and facilitate the interviews.

At the conclusion of the interviews Center staff will facilitate the Screening Committee's discussion to identify potential finalists.

**Outcome: Screening Committee identification of tentative finalists.**

### **Task Four: Reference and Background Checking**

Reference checks of tentative finalists are extremely thorough. The recruitment team will speak with employers, professional peers, and subordinates, systematically posing the same questions to references for each potential finalist.

At the Town's request the Center will arrange for credit, criminal history, and verification of educational credentials for the finalists. At the conclusion of Task Four, the Screening Committee will make recommendations of finalists for consideration by the Board of Selectmen.

**Outcome: Presentation of qualified well vetted candidates to the Board of Selectmen.**

## Task Five: Guidance on Final Interview and Selection

The recruitment team will help the Board of Selectmen plan its final interview process by providing written and oral guidance. The Center recommends that all candidates be interviewed on the same day or weekend to facilitate a fair comparison. The recruitment team can help structure the discussion, suggest questions, and offer a format for comparison.

Negotiating the conditions of employment is the sole responsibility of the Town Council, but the recruitment team will work to clarify issues, establish a framework, and facilitate communication.

**Outcome: A well organized Final Interview and Selection Process**

### Timetable

The following table illustrates the typical sequence of a recruitment of a municipal or public sector professional.

Week	1	2	3	4	5	6	7	8	9	10	11	12
Task 1: Profile			x									
Task 2: Networking/ Paper Candidates							x					
Task 3: Preliminary Interviews									x			
Task 4: References										x		
Task 5: Final Interview												x

In the Center's experience, in a well-organized and structured recruitment process there are typically two main points of intensive interaction with the client. Specifically, these are during Tasks One (Profile Development) and during Task Three (Preliminary Interviews).

The generic schedule above is dependent on personal schedules with most delays caused by holidays, vacations, and professional schedules. The Center will develop a specific schedule for Town of Millbury at the commencement of the engagement.

## **Professional Fees, Expenses and Payment Schedule**

The professional fee for carrying out Tasks One through Five is \$15,000. The payment schedule is as follows:

\$7500 when Task 2 is complete

\$7500 when Task 5 is complete.

The Town will be responsible for candidates' expenses, advertising, background checks requested by the Town and the Center's out of pocket expenses (printing, mileage, lodging, etc.). These costs are not included in the Professional Fee. The Center may also recover certain administrative fees where that is consistent with UMass Boston policy. Reimbursable expenses will be billed when the engagement is complete.



## **Qualifications of Project Staff**

**Richard Kobayashi** has over thirty years of public management experience including service as the leader of a development agency in Massachusetts, planning and development director for an economically distressed Massachusetts city, chief planner for a major water/wastewater utility and as chief aide to the Mayor of a densely populated urban city. He has also served as an elected official in his hometown of Belmont, Massachusetts.

He worked with Bennett Associates, a national recruitment firm, for a decade and served as its President in 2007-2008. Mr. Kobayashi holds a Masters degree in Public Administration and was a Loeb Fellow at Harvard University.

**Mary Flanders Aicardi** has more than twenty years of municipal human resource experience. She has served as human resources director for the Town of Watertown, assistant personnel director in for the Town of Barnstable, human resources consultant to Town of Braintree during its transition from a town meeting to city form of government, and as an independent human resources and labor relations consultant.

Ms. Aicardi holds undergraduate and graduate degrees from the University of Massachusetts Amherst. She currently serves as a member of the Commonwealth's Joint Labor Management Committee and serves as Project Manager for most Collins Human Resource projects

The Center always puts two senior experienced consultants on recruitment projects so that the client is fully supported and the client's meeting schedules can always be accommodated.

## REFERENCES

### **Cohasset, MA**

Contact: Fred Koed, Chair, Board of Selectmen  
617 710-7512

Position: Town Manager (2013)

### **South Hadley, MA**

Contact: John Hine, Chair, Board of Selectmen  
413-374-6820 (cell)

Position: Town Administrator (2012)

### **Chatham, MA**

Contact: Ken Sommer, Chair, Screening Committee  
650-888-2207

Florence Seldin, Chair, BOS  
508 945 4464

Position: Town Manager (2011)

### **Burlington, MA**

Contact: Brad Bond, Chair, Screening Committee and Chair, Finance Committee  
Home: 781-272-8698 Cell: 617-413-6403

Position: Town Administrator (2012)

### **Foxborough, MA**

Contact: Lorraine Brue, Chair, Board of Selectman  
508 369-2183

Town Manager (2013/14)

### **North Reading, MA**

Contact: Robert Mauceri, Chair, Board of Selectmen  
508-265-5047

Town Administrator (2014)



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collins.center@umb.edu

## PROFESSIONAL SERVICE AGREEMENT Town of Millbury

This Professional Service Agreement ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_ ("Effective Date") between the Town of Millbury ("Town"), and the University of Massachusetts ("UMass Boston"), represented by its Edward J. Collins, Jr. Center for Public Management ("Center"), having an address of 100 Morrissey Blvd, Boston, MA 02125-3393 ("the Parties").

The Center has technical expertise, resources, and capacity available to it, and the Town wishes to engage the Center to provide the Town with technical services. UMass Boston has determined that the proposed services to be provided are consistent with its research, economic development, educational, and public service missions.

Therefore, the Parties hereto mutually agree as follows:

1. Professional Services. The Center agrees to provide the professional services described in Exhibit A (Scope of Services dated June 27, 2016), which is attached hereto and incorporated herein by reference ("Services"). Trained personnel or sub-consultants of the Center shall render the Professional Services.
2. Term. The Center will use reasonable efforts to provide the Professional Services during the period from the date of this Agreement until December 30, 2016. Unless the parties agree to extend the term in writing, this Agreement shall expire at the end of the term or upon the completion of the Professional Services, whichever shall first occur.
3. Confidentiality/Privacy. The Center shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy.
4. Payments. The Town agrees to pay to UMass Boston the Professional Fee and reimbursable expenses specified in Exhibit A. The Town agrees to make payments upon receipt of invoices. The Center reserves the right to discontinue work if the Town fails to pay invoices within thirty (30) days of receipt. Payments shall be made to "University of Massachusetts Boston" and shall be sent to:

Edward J. Collins Jr. Center for Public Management  
University of Massachusetts Boston  
100 Morrissey Blvd.  
Boston, MA 02125-3393  
Attn: Stephen McGoldrick

5. Warranty Disclaimer. The Center shall perform the Services in a professional and workmanlike manner. The Center shall endeavor to perform the Services within the schedule set forth herein, but is not liable for failure to meet the schedule. The foregoing warranties are in lieu of all other warranties, express, implied or statutory, including without limitation any implied or express warranties of merchantability, fitness for a particular purpose, or non-infringement of a patent or other intellectual property right.
6. Limitation of Liability. In no event shall UMass Boston be liable for any loss of profits, loss of use, loss of data, cost of cover, indirect, special, exemplary, punitive, incidental or consequential damages of any kind in connection with or arising out of this Agreement or the Services, even if UMass Boston has been advised of the possibility of those damages. Notwithstanding the foregoing, in no event shall its liability arising out of this Agreement or relating to the Services exceed the amounts actually paid.
7. Use of Names. The Town agrees that it will not utilize the name or seal of the University in any advertising promotional material or publicity, without the express written consent of UMass Boston. Reciprocally, UMass Boston will not utilize the name or corporate seal of the Town in any advertising promotional material or publicity, without the express written consent of the Town

8. Termination. This Agreement may be terminated by either of the Parties upon thirty (30) days written notice of termination to the other. If either of the Parties defaults in the performance of any of its material obligations under this Agreement, then the non-defaulting party may give written notice of the default to the defaulting party. Unless the default is corrected within thirty (30) days after the notice, the notifying party may terminate this Agreement immediately upon written notice. Upon termination of this Agreement by either party, UMass Boston will be reimbursed for all costs and non-cancelable commitments incurred in performance of the Professional Services prior to the date of termination in any amount not to exceed the total commitment set forth in Section 4 of this Agreement. Provided, however, that if professional services are not complete, then UMass Boston will return any pro rata share of payment to the Town not otherwise expended, to the extent permissible.

9. Survival. The obligations of the parties under Sections 3, 4, 5, 6, 7, 8, and 9 survive termination of this Agreement.

10. Independent Contractor. Nothing contained in this Agreement shall be construed to constitute the Center or UMass Boston as a partner, joint venture, employee, or agent of the Town, nor shall either party have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions.

11. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to any choice of law rules. The Parties agree to exclusive jurisdiction and venue in the Massachusetts Superior Court in Suffolk County.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the Services, supersedes all prior oral and written agreements with respect to the subject matter, and can be modified only by a written instrument signed by both of the Parties which references this Agreement.

UMass Boston and the Town have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Town

UMass Boston

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



BY: \_\_\_\_\_  
Stephen McGoldrick, Director

BY: \_\_\_\_\_  
Ellen O'Connor, Vice Chancellor for A & F

## Collins Center Recruitment Team Experience

\* Work underway but not complete in March 2016

### Municipal Managers and Administrators

Barnstable County	County Administrator
Barnstable Town	Town Manager*
Belmont	Town Administrator
Bridgewater	Town Manager
Brewster	Town Administrator
Burlington	Town Administrator
Cambridge	Director of Traffic, Parking and Transportation
Carver	Town Administrator
Chatham	Town Manager
Chelsea	City Manager
Cohasset	Town Manager
Dracut	Town Manager
Fairhaven	Town Administrator
Framingham	Town Manager
Foxborough	Town Manager
Great Barrington	Town Manager
Hanover	Town Manager
Longmeadow	Town Manager
Mashpee	Town Manager
Medway	Town Administrator
North Reading	Town Administrator
Norwell	Town Administrator
Northfield	Town Administrator
Plymouth	Town Manager
Princeton	Town Administrator (2009 and 2015)
Rutland	Town Administrator
Reading	Town Manager
Sharon	Town Administrator
Sherborn	Town Administrator
South Hadley	Town Administrator
Southbridge	Town Manager
Springfield	Chief Administrative and Financial Officer
Topsfield	Town Administrator
Walpole	Town Administrator
Wilbraham	Town Administrator
Winthrop	Town Manager
Yarmouth	Town Administrator

### Other Municipal Positions

Worcester	City Auditor and City Treasurer (two positions)
Essex Regional Retirement Board	Executive Director
Medford Housing Authority	Executive Director
New Bedford	Chief Financial Officer
Somerville Retirement Board	Executive Director
Central Mass. Regional. Plan. Council	Executive Director
Martha's Vineyard Commission	Executive Director
Worcester Regional Transit Authority	Administrator