

**TOWN OF WINCHENDON
BOARD OF SELECTMEN
EXECUTIVE SESSION MINUTES
MONDAY, JULY 8, 2013
Town Hall, 4th Floor Conference Room
109 Front Street, Winchendon**

Present: Robert M. O'Keefe, Chairman
Fedor Berndt
Keith Barrows

James M. Kreidler, Jr., Town Manager
Linda A. Daigle, Executive Assistant

Remote Participation: Jack Blair

Absent: Elizabeth R. Hunt

List of Documents Presented at Meeting:

- Draft Town Accountant Contract (filed)

Chairman O'Keefe called Executive Session to order at 9:31 p.m.

Exemption No. 2 to discuss strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel:

Kreidler presented the Board with a draft contract for the prospective new Town Accountant. He took the standard draft contract and amended it to reflect the discussions he has had with Board members. The document was reviewed. There was some discussion/decisions on the following contract items:

No. I Term, Section 4 - The statement "terms stay in effect until the new contract is signed" was agreed upon to keep that language in.

No. III Compensation, Section 3 - It was agreed to move her to the next step in the Grade 10 grid. The starting rate would be at Step 3, \$62,716, in FY15 Step 4 at \$66,068 and any years thereafter would be based on an annual performance evaluation.

No. IV Work Schedule, Section 1 - The Board agreed it was appropriate for the Town Manger to have some oversight of her work schedule. O'Keefe asked that the in the third line the word "may" should be replaced by the word "shall". It was agreed.

No. IV Work Schedule, Section II- The Board agreed to give back to the Town Manager the authority for approval of vacation requests.

No. V. Goals and Objectives - A phrase was added to include input from the Town Manager to discuss annually the Goals and Objectives with the Town Accountant and to remove a set date for review and just state annually. In August they would need to establish some goals with one of them being learning MUNIS, the Town's accounting software.

No. VI. Performance Evaluation, Section 1 – The Board agreed to remove the April 1st date for her evaluation and replace with “shall conduct a full year evaluation in each fiscal year?”

No VII. Holidays –O’Keefe was concerned with the half days listed in the contract with Town Hall being open only four days a week with it creating a problem for residents. He suggested those three half days and the Friday after Thanksgiving be removed from the section. It was stated she could choose to take those days off but it would help with contracts in the future.

No. VIII. Vacation – Fifteen days vacation was approved. It was agreed to remove “Board of Selectmen” and replace with “Town Manager” in regards to her scheduling her vacation time.

No. IX. Sick Leave – The draft contract list fifteen sick days per fiscal year. Due to Town Hall being closed on Fridays, it was decided to go by weeks not days. Vacation starts at three weeks and no more than two weeks can be taken consecutively or carried over. Sick Leave is three weeks annually. A provision was decided to be added to the contract that no more than nine weeks of sick time could be accumulated during the course of this contract.

No. XI. Bereavement Leave, No. 2 - It was discussed to end the sentence after sister.

No. XI. Bereavement Leave, No. 3 - It was agreed to change the language to say “by permission of the Town Manager” instead of the Board of Selectmen.

It was agreed to add in a phrase for appeal rights if a decision the Town Manager might make is not agreeable with her, she could appeal to the Board of Selectmen.

No. XII. Leave of Absence – Kreidler reported that no one has ever had to use it but there could be a reason out there.

No. XIII. Other Leave - It was agreed to add “request submitted to the Town Manager.”

No. XIV. Miscellaneous Benefits No. 1 – It was agreed to remove Section 2 regarding mileage with it being already listed in No. XV Memberships and Professional Development. The word IRS would be added to that section regarding the mileage rate.

No. XVIII. General Provisions – O’Keefe suggested adding Dept. 1 to the Town’s address for any notices being sent to the Board to comply with the Post Office.

With no more discussion, Barrows moved to approve the draft contract as amended and to extend the offer to Donna Allard; Berndt seconded. By roll call vote of all aye, the motion carried unanimously. Kreidler stated he will handle the starting date explaining the extension of overlap stating the funding is available.

The Board moved to Exemption No. 6 to consider the purchase, exchange, lease, or value of real property, if the Chair declares that an open session may have a detrimental effect on the negotiating position of the public body.

Kreidler announced he has live signatures for the Purchase and Sale agreement except from Selectman Blair who is away. He said it now puts us into the sixty day window per the Purchase and Sale Agreement and provides the town rights to pursue the issue of hazardous built material review in the extent that there is anything there. The owner is responsible for any remediation at their expense. At the direction of Town Counsel, he has reached out to Tighe and Bond, the Town's consultant engineers, to see if they have a hazardous materials surveyor on sight. They are putting together a proposal. They expect it to be under \$5,000 so it isn't a procurement issue even though they are serving as our engineering consultants. He will have a better sense of that in a few days. Tighe and Bond will do it very quickly and the owner also has committed to doing any remediation that might be necessary quickly too. Everyone is reasonably expecting some asbestos on the boiler and/or the pipe lagging around. There was some discussion on the owner's responsibility for remediation. Kreidler stated, the Request For Proposal says it has to be free and clear of hazardous material in order to close and has been vetted through Town Counsel.

Barrows moved to adjourn: Berndt seconded. By roll call vote of all aye, the meeting adjourned from Executive Session.

Barrows moved to adjourn from Public Session; Berndt seconded. By roll call vote of all aye, the meeting adjourned at 10:41 p.m.

Respectfully submitted,

Linda Daigle
Executive Assistant