



**TOWN OF WINCHENDON
SPECIAL TOWN MEETING WARRANT**

**TOWN OF WINCHENDON
SPECIAL TOWN MEETING
April 6, 2015**

Worcester, ss:

To either of the Constables in the Town of Winchendon, in the County of Worcester,

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Winchendon qualified to vote in town elections and town affairs to meet at the MURDOCK MIDDLE/HIGH SCHOOL, 3 Memorial Drive, off Elmwood Road in said Winchendon on

**MONDAY, APRIL 6, 2015
AT 7:00 P.M.**

then and there to act on the following articles:

Met at Murdock Middle/High School at 7 p.m. Meeting was called to order by Moderator Richard L. Morin Sr. with a quorum present. Lauren Goldberg was present representing Town Counsel Kopelman and Paige. Also in attendance was Mark Terry, labor attorney Counsel Mirick O'Connell.

**REPORTS AND COMMITTEES
(majority vote required)**

ARTICLE 1

Committee Reports

To see if the Town will vote to hear and act on the reports of the Finance Committee, any other Board or Committee, or act in relation thereto. (usual and customary article)

- Report of the Finance Committee
- Report of the Board of Selectmen and Town Manager

It was moved seconded to hear the reports of the Finance Committee and the joint report of the Board of Selectmen and Town Manager.

**JOINT STATEMENT OF THE BOARD OF SELECTMEN AND
TOWN MANAGER JAMES M. KREIDLER, JR.**

March 23, 2015

The Board of Selectmen and the Town Manager have negotiated an addendum to the Contract between the parties. The Agreement recognizes the expressed will of the non-binding vote of the November 24, 2014 Special Town Meeting regarding the Town Manager's continued service, as well as the Board's need to limit the Town's liability for any decisions of future Boards that cannot be supported by fact, and therefore, the Town and Mr. Kreidler have collectively agreed that a separation is in the best interest of all parties.

With guidance and advice from the Town's attorney from Mirick O'Connell, the Town's Labor and Employment Counsel of thirty (30) years, the Winchendon Board of Selectmen and our Town Manager of fifteen (15) years, James M. Kreidler, Jr., have amended the employment agreement between us, contingent upon a Town Meeting vote to fund it.

**The Agreement will result in Mr. Kreidler resigning his employment
with the Town of Winchendon effective on or before May 1, 2015.**

Under the Agreement, Mr. Kreidler will continue to hold and fulfill the duties of the position of Town Manager until on or before May 1, 2015 on the same terms as outlined in his October 15, 2014 Employment Agreement which would have otherwise allowed Mr. Kreidler to remain employed with the Town for another thirty-nine (39) months until June 30, 2018.

There is a just cause for termination provision in the current employment agreement, but after discussion with the Town's Labor and Employment Counsel, and based on the totality of all information, including the information provided by the DOR and Town's auditor, Mr. Kreidler's composite performance evaluations over fifteen years, and the fact that Mr. Kreidler has never received any discipline during his tenure, the Board has determined that there is no cause, let alone just cause, for Mr. Kreidler's termination from employment notwithstanding any public calls and promises to the contrary.

If Mr. Kreidler were to be terminated, the dispute would be submitted for arbitration pursuant the terms of the very first contract between the parties negotiated in December of 2000 and signed by then-Selectmen White, Boucher, Barrows, Sordoni and Gould. During the appeal to arbitration the Town would be legally obligated to pay Mr. Kreidler's full salary and benefits for eighteen (18) to twenty-four (24) months. These funds would be paid to Mr. Kreidler regardless of the ultimate outcome of the matter,

Additionally, the Town would also be responsible for Mr. Kreidler's attorney's fees and would not be able to fill the position pending the results of an appeal.

Further, such a termination would necessarily open the Town to a wrongful termination suit and a variety of additional legal claims with financial exposure in excess of \$2 million dollars plus attorney's fees, the majority of which would be uninsurable.

In a mutual effort to avoid a protracted and costly legal and financial situation and continued discord in the community, the Board and Mr. Kreidler agreed on the following: Mr. Kreidler agreed to forfeit twenty-one (21) months of the current total contract salary and benefits, twenty-one (21) months of contract health insurance eligibility and thirty-nine (39) months of contract creditable service for retirement and in return the Board agreed that he shall be paid for the remaining balance of eighteen (18) months of salary and benefits under the October 15, 2014 Agreement in a lump sum payment of \$299,602.69.

This Agreement will allow a new Board to select a permanent Town Manager of its choosing without delay or legal exposure.

In short, all factors having been considered and with particular weight given to the potential for significant liability to the Town, the majority of which is uninsurable, the Board and Mr. Kreidler fully believe that it is best for the Town and Mr. Kreidler to part on these mutually agreed upon and fair terms. Further, the Board fully believes that it is critical that we all put the matters that have divided this community over the past several months behind us and move forward together.

The Board sincerely thanks Mr. Kreidler for his years of exceptional service to the Town and particularly extend our gratitude for his willingness to have stayed with us over these past six (6) very difficult and incredibly stressful months to put us back on solid fiscal ground when he could have just as easily chosen to take a non-renewal of his contract back in the fall, a full year's severance and just walked away.

Mr. Kreidler thanks the Board and the citizens of Winchendon for the opportunity to serve as its Town Manager for the past fifteen years and wishes the community nothing but peace and healing.

ARTICLE 2

To see if the Town will vote to fund the Separation and Release Agreement amendment to the current thirty-nine (39) month contract between the Town and Town Manager James M. Kreidler, Jr., which contains the terms of the Town's and Mr. Kreidler's mutually agreeable separation from employment with the Town, by appropriating \$299,602.69 from the stabilization fund to cover eighteen (18) month's salary and benefits, or act in relation thereto. (submitted by the Board of Selectmen and the Town Manager)

BOARD OF SELECTMEN: 4-0 APPROVE

FINANCE COMMITTEE: 4-1 APPROVE

It was moved seconded to hear the opening comments by Labor Attorney Marc Terry from Mirick O'Connell.

It was moved and seconded and approved to vote article 2 by secret ballot.

VOTE: APPROVE (294-In favor, 93-Opposed) that the Town vote to fund the separation and release agreement amendment to the current thirty-nine (39) month contract between the Town and Town Manager James M. Kreidler, Jr. which contains the terms of the Town's and Mr. Kreidler's mutually agreeable separation from employment with the Town, by appropriating \$299,602.69 from the stabilization fund to cover eighteen (18) months' salary and benefits.

And you are hereby directed to serve this warrant by posting attested copies thereof at the several places designated by the bylaws of the town of Winchendon fourteen days at least before the time of holding such meeting and by mailing a copy of this warrant to each household in Winchendon in which a registered voter resides or by publication of the same in a newspaper of local distribution as required by said bylaws.

Hereof, fail not and make due return of said warrant with your doings thereon at the time and place of the meeting aforesaid. Given under our hands and seal this 23rd day of March 2015.

At 8:27 P.M. It was moved, seconded and APPROVED to adjourn the meeting.

ATTEST:

***Judy A. LaJoie
Winchendon Town Clerk***

BOARD OF SELECTMEN:

Fedor Berndt, Chairman

Elizabeth R. Hunt, Vice Chairwoman

Robert M. O'Keefe, Selectman

Keith R. Barrows, Selectman

I have this day posted the within warrant as therein directed:

PRINT CONSTABLE NAME

SIGN CONSTABLE NAME

DATE:

**FINANCE COMMITTEE PUBLIC HEARING
WEDNESDAY, April 1, 2015
AT 7:00 PM
SECOND FLOOR AUDITORIUM, TOWN HALL**

This institution is an equal opportunity provider. To file a complaint of Discrimination write USDA,
Director, Office of Civil Rights, Washington, DC 20250-9410.