

**TOWN OF WINCHENDON
INTERMUNICIPAL AGREEMENT SUBCOMITTEE MINUTES
MONDAY, JULY 6, 2017
Town Hall, 2nd Floor Auditorium
109 Front Street, Winchendon, Mass.**

Present:

Audrey LaBrie, Chairwoman, Winchendon Board of Selectmen
Cameron Fortes, Vice Chair, Templeton Board of Selectmen
Michael Barbaro, Winchendon Board of Selectmen
Diane Haley Brooks, Templeton Board of Selectmen
Lindsay Kuchta, Recording Secretary

List of Documents Presented at Meeting

- Inter-municipal Agreement Draft
-

Meeting Called to order at 6:06pm

Pledge of Allegiance to the Flag of the United States

Ms. LaBrie called for a 5 minute recess as the Committee was waiting for one additional member.

Announce Audio/Video Recording Disclosure: 2 Members of the Press

1. NEW BUSINESS:

*Joint Meeting held with Templeton Board of Selectmen Sub-committee:
Shared Town Manager Services Inter-Municipal Agreement Review*

(Please see attached document)

Ms. LaBrie started meeting off by noting there is a need to appoint a Chair and Vice Chair.

Ms. Brooks nominated Mrs. LaBrie as Chairwoman; motion was seconded by Mr. Barbaro, with a vote of all ayes. 6:12pm

Ms. LaBrie then asked for any motions for a Vice Chair. Ms. Brooks voted Mr. Fortes as Vice Chair; motion was seconded by Mr. Barbaro, with a vote of all ayes. 6:13pm

Ms. LaBrie noted that though the public is welcome, the agenda items of this meeting are not open for discussion. At that time, Janet Corbosiero stepped forward from the audience and voiced her concerns regarding how the town is going about this decision, and that it is the first time it has been heard of. The Board ensured Ms. Corbosiero that they would verify they are going about everything through the proper channels.

Ms. LaBrie read the agreement draft out loud, and over the course of the meeting the subcommittee members made notes and revisions to the draft. After a full read through, the board decided to table the agreement until next meeting, where they could look over their revised copy.

A tentative meeting was planned for next Thursday, June 13, at 6:00pm, to ensure enough time to get the proper language in the Intermunicipal Agreement.

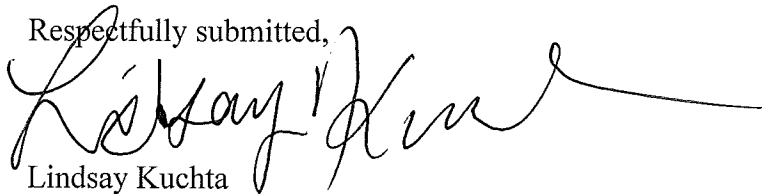
2. ADJOURNMENT:

Bringing the meeting to a close, **a motion to move into Executive Session was made by Mr. Barbaro, so moved by Ms. LaBrie. With a roll call vote of each member; Mr. Barbaro, Ms. Brooks, Mr. Fortes, and Ms. LaBrie, the meeting was moved into Executive Session at 7:34pm.**

3. EXECUTIVE SESSION:

A potential Executive Session may be held under Exemption No. 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. Subject: Town Manager

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lindsay Kuchta", with a long horizontal flourish extending to the right.

Lindsay Kuchta
Administrative Assistant

July 6, 2017

DRAFT INTERMUNICIPAL AGREEMENT BETWEEN THE TOWNS OF WINCHENDON AND TEMPLETON

THIS AGREEMENT is made and entered into on this ____ day of _____, 2017, in accordance with the provisions of Massachusetts General Laws Chapter 40, section 4A, by and among the Town of Winchendon, acting by and through its Board of Selectmen (hereinafter referred to as "Winchendon"), and the Town of Templeton, acting by and through its Board of Selectmen (hereinafter referred to as "Templeton") (collectively referred to as "the Parties").

WITNESSETH:

WHEREAS, Winchendon currently has full-time Town Manager ("Winchendon"), whose compensation and terms of employment are addressed by a contract between Winchendon and the Town Manager. , Templeton will have a vacancy in its municipal administrator position on August 1, 2017;

WHEREAS, the Parties seek to share the services of a single municipal manager, to be referred to as the "Chief Administrative Officer;"

AND, WHEREAS, more efficient and effective municipal government administration would be realized through the Parties' sharing of a Chief Administrative Officer;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Parties agree as follows:

ARTICLE I. CHIEF ADMINISTRATIVE OFFICER

SECTION I-1. DUTIES OF THE CHIEF ADMINISTRATIVE OFFICER

- a) The Chief Administrative Officer shall perform the duties related to municipal government administration for the Parties, under the policy guidance of the Boards of Selectmen in each community, as detailed below.
- b) When providing services for Winchendon:
 - i. The Chief Administrative Officer shall perform the duties as defined by this Agreement, the Charter, bylaws, and policies of Winchendon, as well as such other duties as the Winchendon Board of Selectmen shall from time to time assign, and shall perform said duties in a competent and professional manner.
 - ii. The Chief Administrative Officer shall report directly to the Board of Selectmen of Winchendon.
- c) When providing services for Templeton:
 - i. The Chief Administrative Officer shall perform the duties as defined by this Agreement, the bylaws, and policies of Templeton, as well as such other duties as the Templeton Board of Selectmen shall from time to time assign, and shall perform said duties in a competent and professional manner.
 - ii. The Chief Administrative Officer shall report directly to the Board of Selectmen of Templeton.

ARTICLE II.

SECTION II-1. APPOINTMENT, TERM OF OFFICE; QUALIFICATIONS

The Chief Administrative Officer shall be an employee of Winchendon (the “lead community”) to serve for such term as specified in the Winchendon/Town Manager employment agreement.

The Chief Administrative Officer shall devote the officer’s full time to the office and shall not hold any other public office, elected or appointed, nor shall the Chief Administrative Officer engage in any other business, occupation or profession unless such action is approved, in advance, by the Parties. The Parties may, by amendment of this Inter-municipal Agreement, establish other qualifications for the office of Chief Administrative Officer.

SECTION II-2. POWERS AND DUTIES

The Chief Administrative Officer shall be responsible to the Parties for the proper administration of all municipal affairs placed under the officer’s charge. The powers and duties of the Chief Administrative Officer shall include, when acting on behalf of Winchendon, those provided for this agreement, the Winchendon Charter, Bylaws, and policies, and such additional powers, and duties by the Winchendon Board of Selectmen, and, when acting on behalf of the Town of Templeton, those provided for by this agreement, the Templeton Bylaws and policies, and such additional powers and duties voted by the Templeton Board of Selectmen, including but not limited to, the following, provided, however, that any inconsistency between such enabling legislation and this Agreement, the enabling legislation shall control.

SECTION II-3. COMPENSATION

- a) The Chief Administrative Officer shall receive such compensation as set forth herein for FY18, (see Figure 1 below) and as negotiated by Winchendon Board of Selectmen and Town Manager no later than December 31st of each year, all subject to appropriation.
- b) Winchendon shall be responsible for 60% and Templeton for 40% of all costs associated with the Chief Administrative Officer, (see Figure 1). Payment shall be made by Templeton to Winchendon on a monthly basis by the 15th of each month in twelve equal payments. The annual FY18 costs for the Town of Templeton shall be prorated according to the agreed upon start date of the IMA.
- c) Increases in costs for Templeton as listed below shall not exceed 15% in year two and 18% in year three of the agreement without the approval of both Parties.
- d) The retirement cost included in Figure 1 is an estimate. Upon receipt of actual retirement cost from Worcester County Retirement System, the retirement costs included in Figure 1 shall be reviewed and the annual cost to Templeton will be adjusted accordingly prior to the end of the fiscal year.

	FY18 Costs	
	Winchendon 60%	Templeton 40%
Salary	\$ 93,750.00	\$62,500.00
Car Allowance	\$ 2,160.00	\$ 1,440.00
Retirement		
Health Insurance	\$ 3,148.58	\$ 2,099.06
Medicare	\$ 1,118.82	\$ 745.88
Life Insurance	\$ 50.76	\$ 33.84
Dues	\$ 780.00	\$ 520.00
Conference/Training	\$ 1,920.00	\$ 1,280.00
	\$102,928.16	\$68,618.78

Figure 1

** Notwithstanding any other provision of Section II-3 to the contrary, the retirement cost is not included in Figure 1. Following consultation with the Chair of the Templeton Board of Selectmen, Winchendon shall hire an actuary to estimate retirement costs for the Chief Administrative Officer for each year of this Agreement, the cost for which actuary shall be shared by the Parties in accordance with the provisions of Section II-3(b) of this Agreement, with Templeton paying its share to Winchendon on the 15th of the month after the actuarial report is received. Upon receipt from the actuary of the estimated FY18 retirement cost, the retirement cost included in Figure 1 shall be revised to list that cost; as appropriate, the FY18 cost will then be adjusted accordingly prior to the end of the fiscal year, with each of the Parties paying its proportional share hereunder in FY18.*

SECTION II-4. ACTING CHIEF ADMINISTRATIVE OFFICER

- a) **Temporary Absence** - - The Chief Administrative Officer shall designate a person to serve as Acting Chief Administrative Officer to exercise the powers and perform the duties of the office during the officer's temporary absence. Should the temporary absence exceed 10 business days, the Parties may, by majority vote of the full Board of Selectmen of each town, appoint another qualified officer or employee of either town to serve as Acting Chief Administrative Officer until the Chief Administrative Officer shall return and resume such officer's duties.
- b) **Vacancy** - Any vacancy in the office of Chief Administrative Officer shall be filled as soon as possible by the Parties, but pending such appointment the Parties shall by majority vote of the full Board of Selectmen of each town, appoint another qualified officer or employee of either town to exercise the powers and perform the duties of the Chief Administrative Officer on an acting basis. The appointment of an acting Chief

Administrative Officer shall be for a term not to exceed three months; provided, however, that the Parties may renew such temporary appointment as needed, or appoint some other qualified person to serve, in three month increments.

- c) **Powers and Duties** - The powers of an Acting Chief Administrative Officer shall be limited to matters not admitting of delay; provided, however, no acting Chief Administrative Officer under (a) above shall have authority to make any permanent appointment to, or removal from, any office or position in either town.

SECTION II-5. APPOINTMENT AND REMOVAL

a. Appointment.

Upon a vacancy in the office of Chief Administrative Officer, the Parties shall meet to discuss the appointment process, and the Templeton Board of Selectmen shall be entitled to participate in that process, including but not limited to, jointly interviewing final candidates. As the lead community, and after consultation with Templeton Board of Selectmen at a joint meeting, the Winchendon Board of Selectmen shall appoint the Chief Administrative Officer, consistent with its Charter.

(b) Removal

- (i) The Winchendon Board of Selectmen may by majority vote of the full board, terminate and remove or suspend the Town Manager from office in accordance with the following procedure: Before the Town Manager may be removed, if so demanded, shall be given a written statement of the reasons alleged for removal and shall have a right to be heard publicly thereon at a meeting of the Board of Selectmen prior to a final vote on removal, but pending and during such hearing the Board of Selectmen may suspend the Manager from office. The action of the Board of Selectmen in suspending or removing the Town Manager from office shall be final, it being the intention of this provision to vest all authority and to fix all responsibility for such suspension or removal solely in the Winchendon Board of Selectmen. The Town Manager shall continue to receive the salary until the effective date of a final vote of removal.
- (ii) Templeton shall be responsible for its share of payments for any severance or paid administrative leave.
- (iii) If the Chief Administrative Officer is eligible to collect unemployment compensation the Parties shall share equally in those unemployment costs.

SECTION II-6. SCHEDULE OF THE CHIEF ADMINISTRATIVE OFFICER

- (a) The Chief Administrative Officer shall be physically located in Winchendon three days per week and in Templeton two days per week, except as circumstances otherwise require. The Parties acknowledge that the duties of the Chief Administrative Officer may be performed from either town as necessary.

- b) The designees of the Parties, shall meet no less than quarterly to review implementation of this Agreement.
- c) There shall be an annual review of the Chief Administrative Officer's job performance conducted by the parties in November of each year.
- d)

ARTICLE III. TERM

SECTION III-1. This Agreement shall become effective upon signing and shall terminate on June 30, 2020. If at any time one of the Parties would like to terminate this agreement, written notice thereof shall be received by the other party no later than December 31st of that fiscal year, as outlined in Article IV; provided, further, however, that the terminating party shall be responsible for its share of all costs under Section II-3 for the remainder of that fiscal year. If notice is provided thereafter, then the terminating party shall be responsible for an amount equal to Templeton's share of the ensuing fiscal year costs under Section II-3.

ARTICLE IV. NOTICES

SECTION IV-1. Notices pursuant to this Agreement shall be sent by first-class mail, postage prepaid with return receipt, or certified mail to the attention of the Chairman of the Board of Selectmen at their respective Town Hall. The notice date shall be the date of receipt thereof.

ARTICLE V.

SECTION V-1. GENERAL PROVISIONS:

- a) Unless otherwise provided in the Agreement, the Parties shall act by majority vote of the full Board of Selectmen.
- b) No change or modification of this Agreement shall be valid unless in writing and signed by the Parties.
- c) This Agreement shall constitute the entire Agreement between Parties.
- d) If any provision or portion of this Agreement is held unconstitutional, invalid or otherwise unenforceable, the remainder of this Agreement, or portion hereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

ARTICLE VI. DUAL INDEMNIFICATION

SECTION VI-1. Each party shall hold harmless and indemnify the other party from any claims, suits or actions arising from the actions or omissions of the Chief Administrative Officer while providing services to the indemnifying party. This provision shall survive the term of this Agreement.

TOWN OF TEMPLETON,
Acting by and through its
Select Board:

Chair, Board of Selectmen

Date:

Attest as to Signature:

Town Clerk

Date:

TOWN OF WINCHENDON
Acting by and through its
Board of Selectmen:

Chair, Board of Selectmen

Date:

Attest as to Signature:

Town Clerk

Date: