

**TOWN OF WINCHENDON  
BOARD OF SELECTMEN MINUTES  
SPECIAL MEETING  
MONDAY, JULY 24, 2017  
Town Hall, 2<sup>nd</sup> Floor Auditorium  
109 Front Street, Winchendon, Mass.**

Present:

Barbara Anderson, Chairwoman  
Audrey LaBrie, Vice-Chairwoman  
Michael Barbaro  
Austin Cyganiewicz  
Charles Husselbee

Keith R. Hickey, Town Manager  
Linda Daigle, Executive Assistant

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List of Documents Presented at Meeting:

- Draft Intermunicipal Agreement Between the Towns of Winchendon and Templeton (attached)
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The meeting was called to order by Chairwoman Anderson at 6:40 p.m. with the Pledge of Allegiance to the Flag of the United States of America.

Announce audio/video recording disclosure – Doneen Durling disclosed she was audio recording the meeting this evening.

Chairwoman Anderson announced even though not on the agenda she would be opening with Selectmen's comments and then turn it over to the Sub-committee Chairwoman Audrey LaBrie to review the Draft Agreement with the Board and then she would open it up to public comments.

**SELECTMEN'S COMMENTS:**

Cyganiewicz had no comments yet.

LaBrie said she asked to be on the sub-committee because she knew it was something they would look at and wanted to be sure when coming back to the Board that she has done the best she could to make the agreement the best it could be.

Husselbee thanked all the concerned citizens who reached out to Board members. They are trying to make sure this is the right thing for Winchendon. He encouraged people to reach out to them with their concerns.

Barbaro withheld any comments at this time.

Anderson said she did a lot of reflecting over the weekend and did hear a lot of concerns. She thinks back to how the Board got here and when elected she promised to listen to the voters who technically are the legislative body. They need to be heard, and most importantly they need to be heard when taking such a dramatic step. Regardless of what happens with the contract, this is a major step and it is important to hear from the voters. She also tried to respond to those that have reached out to her. She is listening and doesn't intend to do anything that will hurt the Town of Winchendon. It's important to understand why we would choose to do this and put the Town in this spot because our Town desperately needs funds.

This is a way to get money from grants from the state. She is not real good with sharing but she is not so quick to say no. We owe our School Dept., Fire Dept., Police Dept., to at least take a look at it and see what we could bring that is good to the Town.

She then turned the meeting over to Audrey LaBrie who chaired the Inter-municipal Agreement Sub-Committee. LaBrie moved from her seat at the Selectboard table to the guest table.

### **1. NEW BUSINESS:**

Shared Town Manager Services Inter-Municipal Agreement – LaBrie stated she was acting as the Chair of the subcommittee to create and review and present a draft municipal agreement between the Town of Winchendon and the Town of Templeton. She noted that Selectman Barbaro and she were members of the Sub-Committee along with two Selectmen from Templeton. She noted Town Manager Keith Hickey attended two of the three meetings they have had so far.

LaBrie wanted to first make a couple statements. She has heard it being said the past few months that this is too big of a decision for five people to make. She believes that big decisions such as this one are the reason that we have a representative from of government. We are elected officials and listen to the people that being their job but she didn't think having a quorum of 100 people in a room trying to make a very large decision was a point they were at anymore. She thinks it is proper for the Board of Selectmen to make this decision on behalf of the citizens of the Town.

She noted she heard from multiple sources that they have moved too fast and are not transparent. The Board was first made aware of this on April 24<sup>th</sup> in Executive Session, which minutes have been since released. A second Executive Session was held on May 24<sup>th</sup> and then the Board had the joint board meeting with Templeton on June 27<sup>th</sup> where we formed the subcommittee to look at the nitty gritty of this. That was the first public notice of this. The Sub-Committee then met on three times on July 6<sup>th</sup>, July 17<sup>th</sup> and July 20<sup>th</sup>. All three meetings were public. The first meeting had three or four people in the audience. They were recognized and allowed to address the subcommittee. July 17<sup>th</sup> there was one or two people there. Anyone who had asked to speak would have been allowed to speak. The July 20<sup>th</sup> meeting there was only one in the audience, a reporter for a local paper. The meetings have been public, broadcast over live television and feels the transparency question does not apply.

LaBrie continued addressing the process being too fast and the August 1<sup>st</sup> deadline. She explained that deadline is related to Templeton. The Town Administrator's contract expires as of August 1<sup>st</sup>. During at least two of the sub-committee meetings, it has been stated that we will not rush this and we will make sure we have the best document to put together and if it would run past August 1<sup>st</sup>, then it would. Speaking for herself, she feels this has been done in a timely manner.

Husselbee asked how the meetings were advertised to the public. LaBrie noted it was posted as other meetings are put out there. They have been re-broadcast on public access television.

LaBrie noted the sub-committee has gone through each paragraph and it was reviewed by Town Counsel. She then proceeded to read through the document titled "DRAFT INTERMUNICIPAL AGREEMENT BETWEEN THE TOWNS OF WINCHENDON AND TEMPLETON".

Sections discussed were:

#### **SECTION I-I. DUTIES OF THE CHIEF ADMINISTRATIVE OFFICER**

Cyganiewicz questioned how his general duties, goals and policies would work with dividing his loyalties and the conflict of interest and what would happen with one of our initial conflicts with the

Town of Templeton. LaBrie noted that this was originally crafted with specific duties to do and at some point we realized we were just repeating what the Charter and Bylaws already say. Templeton doesn't have a charter, so we broke this up for both Towns.

The Town Manager explained any situation where there is a potential conflict, his responsibility is to notify the Board Chair that he believed there might be a conflict and that he would remove himself from that potential conflict. The Board Chair would assign a Department Head or another individual that would not have the same conflict that he might have. Barbaro explained in the agreement they have set up quarterly meetings with Templeton and annual reviews in November looking at specifically if the agreement is working and if there were any conflicts, how do they resolve them.

## ARTICLE II

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

The Town Manager would be an employee of the Town of Winchendon providing services for the Town of Templeton. Cyganiewicz asked what would happen if this is approved and disciplinary action is needed from Templeton, would Winchendon deal with it. Hickey replied that if Templeton has an issue with him, they are to notify the Town of Winchendon they no longer want to participate in the inter-municipal agreement and they could leave the agreement after the appropriate timeframe. He is an employee of the Town of Winchendon only so if there is discipline that has to be issued, it would have to be issued by the Town of Winchendon. Cyganiewicz thought this to be confusing because if Winchendon doesn't have an issue, why would they be disciplining him if it's Templeton.

LaBrie said if Templeton has an issue that is that critical, they would bring it to the Winchendon Board of Selectmen as the employer and we would need to decide if a disciplinary event. Cyganiewicz felt this was awkward if action would include suspension from work in Templeton.

Hickey said this was discussed in subcommittee meetings. Because Winchendon is the lead community and employer contract is only with the Town of Winchendon, any disciplinary action would have to go through the Town. If there are issues with him and Templeton, they have the ability to request a Board meeting with both Boards to discuss the issue and see if some type of middle ground that would be possible. If dissatisfied, they would notify Winchendon that they would be exercising their exit allowance in the agreement.

### SECTION II-2 POWERS AND DUTIES

LaBrie reading through Section II-2 noted the words "including but not limited to, the following;" should be stricken out.

Cyganiewicz asked about Templeton not having a Town Charter or Home Rule. Hickey said they are governed by their bylaws and their policies and procedures because there is no Town Manager, no Charter. There are different types of rules and state statutes for different types of government.

### SECTION II-3. COMPENSATION

LaBrie read through this section. Anderson asked about Section a) where it states the Winchendon Board of Selectmen would negotiate with the Town Manager by December 31st of each year. She asked about the current contract which is currently for three years. Barbaro explained this is his annual review and in his contract we have percentages of increases that could be given and would need to be done by December 31st for budgetary reasons. Barbaro explained the fixed costs and some protection for Templeton by inserting language that the annual increase for Templeton wouldn't exceed 15% in year two and 18% in year three of the agreement without the approval of both parties.

Winchendon would be the Town who would set the salary. Austin noted this is an important reminder for them to review his contract when it is up for review to think about putting something in to correlate his performance with a rate increase, especially since they will be in evaluation at some point.

Barbaro explained if the agreement goes through we would have to reopen his contract to reduce his salary with Templeton picking up their share of the 60/40. Hickey explained his current salary is \$125,000 and is based on a four day work week. What he did was divide the amount by four and multiplied by three with the number of days he will be in Winchendon. That figure came to the \$93,750. He then took that same daily rate and applied it to Templeton two days a week which equaled \$62,500. He clarified that he is not receiving a raise adjustment on his current salary. He explained his work load is not going to decrease here even though he's sitting here three days versus four days. He may be here evenings, weekends if need be to get his full-time job done.

Anderson asked how many days the Templeton Town Administrator currently is in Templeton. Barbaro replied two and he is present for Board meetings.

LaBrie read the foot note under the salary noting the figure for the retirement costs was not included in the FY18 salary costs. The figure will be supplied by an actuary and revised.

#### **Section II-4. Acting Chief Administrative Officer**

LaBrie read through the section.

Austin commented that the Town Charter has language very similar to this. Hickey confirmed the language was copied from the Town Charter. LaBrie noted in the past the Town had the Executive Assistant acting as the Town Manager, then the Police Chief and then we hired and Interim Acting Town Manager Bernie Lynch.

#### **Section II-5a. Appointment**

LaBrie read through the section. LaBrie commented there was some discussion should this move forward that Templeton should have a seat at the table for preliminary issues, but as the employer the Winchendon Board of Selectmen would have the hiring decision. Anderson asked there be clarification that Winchendon had the sole authority. LaBrie replied that Town Counsel has reviewed this and Winchendon would be the appointing authority but she could add language to reflect the words "sole authority."

#### **Section II-5b Removal**

LaBrie read the section. Anderson reiterated that there be strong wording in this section that the Winchendon Board of Selectmen would be the sole decision maker on this as well as in the above section for appointment.

Cyganiewicz asked for confirmation from the Town Manager in item III if unemployment comes into play that it would be shared equally amongst the two towns. Hickey replied that it has been discussed at the sub-committee meeting and it was agreed to be an equal proportion.

#### **SECTION II-6. SCHEDULE OF THE CHIEF ADMINISTRATIVE OFFICER**

LaBrie read through this section noting that this paragraph went through a lot of changes ensuring that he would do what is needed for each Town.

Husselbee was concerned with clarifying the three business days the Town Manager would be spending in Winchendon. LaBrie noted this had been hashed out at their sub-committee meeting and the language is what Town Counsel offered. Cyganiewicz also had the same concern saying one thing people like, is that the Town Manager is available. If he is spending more time in Templeton during normal business hours, would that be a positive for Winchendon, he questioned.

Hickey explained the language states he is to be physically in Winchendon three days a week. He gave an example if Templeton were to need him more than the two days, it would be nights and weekends. That's the intent, that's what he is doing and what the language says. If an emergency were to come up, he would need to go; circumstances would rely on his professional judgment. It can be wordsmithed any way you like; the subcommittee drafted this. It is plain that he would be in Winchendon three days a week and two days a week in Templeton. It is his responsibility to get the work done on off hours. He appreciates the fact of people coming in and his availability. It would be one day a week that he wouldn't be in Winchendon during the times Town Hall is open. One of the days he would be in Templeton would be on Friday when Town Hall is closed here. No doubt it will be an adjustment and the Town Manager said he understood that.

Husselbee said, for public record, that he thinks Mr. Hickey does an outstanding job, but if we are ever to get another Town Manager, he would want to cover the specifics and ask to see wordage there in case of a turnover. LaBrie said she will revise it. The recommendation would be that the Town Manager be here three consistent days a week, Monday through Wednesday and have two consistent days Thursday and Friday in Templeton.

### **ARTICLE III TERM**

#### **Section III-1.**

LaBrie read through this section and explained that Templeton would have to pay their full fiscal year if they terminate prior to December 31<sup>st</sup>. If Templeton gives notice after December 31<sup>st</sup>, they would pay for the remainder of the fiscal year and they would pay for the next year to protect the budgetary process which is already done. If we back out untimely, we would have to pay Templeton's figure for the ensuing fiscal year.

Hickey said if the agreement is put in place, the sub-committee would meet on a quarterly basis. There shouldn't be any surprises. He would work through the fiscal year and an evaluation is done in November giving the opportunity and ability to discuss what the Boards are not satisfied with. This was discussed for quite some time in the sub-committee meeting. As the budget is developed for each Town, if either community wants to remove themselves with the inter-municipal agreement, they can do that by December 31<sup>st</sup>. If either community decides sometime after Dec. 31<sup>st</sup>, that leaves the other community with a budgetary hole to be filled. You could increase the budget to fully fund the position, but you may have to cut the budget somewhere else.

Kevin Miller came forward to suggest wording to make this section clearer. He offered "notice shall be received by either party by December 31<sup>st</sup> of the fiscal year preceding the fiscal year within which the termination shall take place" and to amend the last line to "amount equal to Templeton's share of the fiscal year costs within which termination takes place."

LaBrie informed them this was a paragraph the sub-committee spent a lot of time on. It is harsh but they didn't want fiscal havoc that's why Mike said if there is an issue, they will address it at a sub-committee meeting between the Boards. It's there to protect both budgetary processes.

Cyganiewicz asked about a “solid” reason. It was explained after Board meetings that can’t work it out, the Boards of Selectmen can send notice that they are exercising their option to opt out.

#### **ARTICLE IV. NOTICES.**

LaBrie read this section regarding how notices are to be sent.

#### **ARTICLE V.**

##### **SECTION V-1 GENERAL PROVISIONS:**

LaBrie read this section regarding general provisions of the agreement.

#### **ARTICLE VI. DUAL INDEMNIFICATION**

##### **SECTION VI-1.**

LaBrie read this section noting it was verbiage from the Town’s legal counsel.

Hickey noted that this section says if he did something wrong in Templeton, the Town of Winchendon would not be responsible.

## **2. PUBLIC COMMENTS:**

Richard McAllister came forward and asked if the Town of Templeton backed out of the agreement if they would have to pay the rest of the year and the following year. Barbaro replied if by December 31st we decide we don’t want to stay in the agreement, we will pay our share, Mr. Hickey will stay in the position until the end of the fiscal year. In the event after that and you pull out of the agreement, the party would have to pay the following fiscal year as well but the Town Manager would remain in office until June 30<sup>th</sup>. McAllister was concerned if the Town opts out after December, that it could cost Winchendon more than we realize. LaBrie replied that, yes, there would be a penalty. McAllister stated his opinion that the Town of Winchendon does not need this and hired a Town Manager full-time and the citizens voted the Selectmen to act on their behalf. Somehow, someday Winchendon is going to get gypped and hoped the Board votes against this.

Danielle LaPointe stepped forward and commented she had hoped to come here this evening to get answers to her questions but tonight her list has grown with the conversations heard. She feels this is written solely on Mr. Hickey’s talent. He is an incredible Town Manager, Winchendon is lucky and fortunate to find him and have him here, but the risk is based on the fact that he can handle it. This is a lot to ask one employee, one person. Not sure how many hours he intends on working; he is one human being, one employee and eventually there will be a diminished return at some time it will be detrimental to the Town. She is not attacking Mr. Hickey at all just trying to be practical and something to consider. She was concerned who would replace Mr. Hickey if he were no longer our Town Manager.

LaPointe said this is a very important decision and will have a forever impact on Winchendon. This agreement which is based on the Towns of Lee and Lenox took over two years and first included Stockbridge who backed out seeing risks and complications. She felt more time was needed to work through but thought it was too much for one person. She didn’t feel Winchendon should be wasting time on Human Resource issues if they were to occur in Templeton as he was our employee. She was concerned if Templeton ever got into a position the Town was in and they couldn’t pay their bills, this is something we need to consider.

LaPointe’s biggest point is if this is a road we want to go down, she believes it’s the people’s choice and should be brought to Town Meeting referencing Article 6 of the Town Charter.  
Ms. LaPointe was thanked for her comments.

Kevin Miller came forward. He believes with everything Danielle just said and won't repeat his prior objections. He asked about another wording change in Section II-5a, the last sentence to read "The Winchendon Board of Selectmen shall have sole authority to appoint the Chief Administrative Officer."

Other points he had with the agreement were:

- Figure 1 parenthetical where it speaks about hiring an actuary, there was comment made at the last Selectboard meeting that the state would cover the cost of doing this and thought the state should pay that and put it in writing.
- Comments made that the Town will receive consideration of grants and other things from the state, he would like to see in writing
- The first public notice of this process was June 27<sup>th</sup>; the Executive Sessions do not count as a public notice. At sub-committee meetings, it was stated specifically there would be no public comment; the first public comment was a week ago at the Selectmen's meeting. LaBrie noted she did allow public comment at their sub-committee meetings.

Miller told the Board that they made comments up front that they are elected to listen to the people. He asked them to think about how many people that they have received communication from that are for this or against this and are they going to vote the majority of what they heard. Mr. Miller was thanked for his comments.

Ms. Felicia Nurmsen came forward. She stated there are a number of them out here tonight that usually don't agree with each other but we all are agreeing about this and that they are all playing nicely in the sand box. She asked about the Dept. of Revenue (DOR) and what role they have played. Anderson replied that it was a strong suggestion, an urging. Barbaro said it was a suggestion made if we had any interest in this and the possibilities down the road. They recognized the performance of our Town Manager turning things around in Winchendon and secondly they are looking at long term how cities and towns are having a hard time finding Town Managers. This could be a nice fit for both Towns down the road with different ways to share costs mentioning the Community Compact grants with the State.

Nurmsen stated this is really a greater plan around regionalization. Barbaro said it could be in the future. We are looking at it from this particular point to see where it can go. How can we benefit, how can they benefit and how can the area benefit.

Anderson asked the DOR at a prior meeting what would be in it for the Town. Her answer from them was you have shared procurement, also because we are in good faith working towards saving budgets, working cost effectively, the state would look at us in a different light and assist in other places. Nurmsen was concerned if the Town would receive repercussions down the road if we said no to this. Hickey replied that the individuals he has dealt with from the DOR have far more integrity than you are giving them credit for and that would not happen.

Nurmsen concluded that she did not believe we have made the appropriate changes to the Town's infrastructure to allow him to move out of this role and move into a role that is clearly not defined in a Town that is not moving in the right direction and is in chaos. She is happy with Mr. Hickey's service and success they are seeing. She is not sure they have that infrastructure in the Town of Templeton and cautioned the Board. This is not a reflection of her belief that he could be successful at this.

Rick Ward stepped forward. He asked how and when did the Board decide that the Town Manager position is not a full time job. Anderson replied they have not. Mr. Hickey understands the amount of

work it will entail and has said he knows he will be working nights and weekends. Ward said this contract specifies three days. Mr. Ward said he is the greatest Town Manager we have had and wants to keep Mr. Hickey in Winchendon full time. He can do this but in this document you are telling him that Winchendon is really a three day position. If it doesn't work out, how can we bring him back as a full time Manager when we've gone with a part time Manager for six months or year now? You are establishing this as a three day part time position. He doesn't think the Board should do that.

Mr. Ward felt that the cost share should be 60/40 for everything and not have the 15% and 18% caps. If Templeton doesn't like it, they can bail out.

Ward pointed out that there are several sections where both Boards of Selectmen would vote and the majority would rule. He asked what if Templeton said no. He feels there are a lot of questions that still need to be worked on and if the Board voted on this tonight, they would be doing Winchendon a disservice.

He continued, the section that deals with the Town Manager being here Monday, Tuesday and Wednesday and Templeton Thursday and Friday, words like "except as circumstances as otherwise required" and "either Town as necessary" is just a can of worms. He feels this needs to be tightened up.

The issue on if we terminate after December 31st and want out of the contract say in January or February something comes up that we have to get out of this, it's going to cost us almost \$100,000 to do. He also feels they would be hurting the Town Manager if this didn't work out and we terminated. He would be coming back as a part-time Manager.

Anderson spoke about the state covering costs like the actuary and legal fees as they have stated but mentioned an incident in Athol that they received a bill from the state for \$750,000 for their share in funds the state gave for the regionalizing of dispatch in Gardner when they opted out of the agreement. This is something we need to think about also.

Mr. Ward ended stating the Board's decisions should be based on solid reasons. He was on the Charter Review Committee and the intent of the Charter is if the Town Manager took any part time job, they would need Board of Selectmen approval. Legal Counsel may say this is legal to do this without Town Meeting, but that doesn't make it right. His final statement was that he believes the Board would be putting the Town Manager in danger of losing full time employment with Winchendon down the road and that the Selectmen were elected to support what is best for the citizens of Winchendon, not what might be beneficial to Templeton and not what might please the DOR. Sadly by voting for this agreement he believes they have lost some of what is best for Winchendon.

Mr. Fran Murphy came forward and asked about that wording in the agreement where it says "a vote of the majority of the full Board" should it instead reference "if you have a quorum". He was concerned decisions wouldn't pass with this type of verbiage. He asked what the pay would be for someone to take his place in a temporary absence and who would cover his worker's compensation and what if Templeton didn't agree on these decisions.

Guy Corbosiero stepped forward questioning the salary being based on a four day division not five that most people are paid. He feels the title Chief Administrative Officer somehow needs to link to our Town Manager in the contract.

Mr. David LaPointe came forward. He appreciates everything they do on behalf of the community as elected officials serving from the goodness of their hearts making sure the community is taken care of. He



also thanked the sub-committee for presenting this idea tonight. He said he would be remiss if he didn't mention Keith and the fact that he has done an unbelievable job bringing us back to financial footing after a long time that we were struggling as a community. He wants to approach this through history. He did some research of the Towns of Lee and Lenox. One Town, Lee, couldn't find a good Town Administrator. There is a small pool for good ones. That was their main driving force. Templeton now cannot find a Town Administrator and a date of August 1<sup>st</sup> is the date Templeton needs. They are also voting tonight as well. He can predict the future a bit. After a two year process, Lee and Lenox agreed on it. Our agreement this evening is the same exact agreement as theirs except for a bit more powers and duties for them. This is not easy. He is a strong proponent of the Charter of Winchendon. He has served on the Board of Selectmen twice. We have not had a problem attracting Town Managers to Winchendon; that's not our problem. He hasn't heard how this will benefit the Town of Winchendon tonight. He has heard in Lee and Lenox that they just went out last month and hired an Assistant Chief Administrative Officer in the amount of \$61,000 to help their Town Manager work the two Towns. The state put in \$169,000 to implement this shared Town Manager services. He would rather see this money come to our schools, our police, our fire. He hasn't heard anything tonight that would benefit the Town of Winchendon. Mr. Hickey will be challenged with double work. This is a full-time job and knows that Keith puts in more hours than he is compensated for. His hat is off to Mr. Hickey for even entertaining the idea to take this job but suggest the Board wait as they were entering into uncharted territory. Let's take a look at Lee and Lenox first to see how it benefits both communities; it is too soon. In 2020 there will be a Town vote in Lee and Lenox and they will have a say on whether it will be permanent to share a Town Manager. He asked that each Board member oppose the agreement as it was presented this evening.

LaBrie returned to her Selectman's seat back at the table.

Anderson thanked the sub-committee for spending hours and hours laboring over the contract; it is no small chore. She noted that people feel this has been rushed and that was a concern to her. They have known about this for quite some time but then things have been moving swiftly. LaBrie asked how to define a timeline. Anderson replied until we get it right, that every point needs to be discussed, go back to the drawing board and come up with some serious conclusions on these valid points that haven't been thought about. LaBrie asked what the Board's recommendation would be and if the subcommittee will still be active. Anderson said she has sixteen possible unknowns she feels need to be ironed out.

Husselbee commented even though still torn on issue he doesn't believe they should vote on this even though legal counsel gave their approval to do so. It's a major decision and doesn't feel comfortable voting on this issue having such a high impact. LaBrie offered whether she is for or against this, she wanted to give it its best shot. She saw emails late today and hasn't had a chance to reply. Templeton is having the same conversation this evening. She asked what the pleasure of the Board was, with notes and comments made this evening to send the agreement back to the subcommittee if they felt it was workable or if the decision was to be made tonight, up or down. Anderson stated she feels we need to listen to the people and agrees to bring this to Town Meeting in the fall as this will not be resolved by August 1<sup>st</sup>. LaBrie said if nothing happens by August 1<sup>st</sup>, the Town goes on as status quo. What happens in Templeton they have to deal with.

**Barbaro** said what this comes down to is does this Board still want to continue on with this or not and **moved that they vote to continue the discussion or they don't.** With no second, the motion died. Anderson commented that she wants to see in writing how this will benefit us and doesn't want to rush or shut the door on this. She would love to see the subcommittee go back and see how it will help the Town specifically. Husselbee said if Templeton wants this badly, he feels they would wait. Anderson asked for a motion.

**Barbaro moved to continue on with the agreement, send it back to the sub-committee for review with the additional changes that were brought up tonight.**

LaBrie asked to have a list of those questions in writing. She has made some notes but would like a punch list to bring to the subcommittee. Anderson said she compiled a list and could send to her. Hickey thought the Board should decide on their willingness to vote on this as a five member Board of Selectmen or go to a Town Meeting for a Charter change. He heard from at least one Board member who is not comfortable and respects that opinion. LaBrie asked Husselbee for clarification and he replied if we were to adopt this, he felt it would be up to the Townspeople. Anderson noted we have a motion including a list of questions. **LaBrie seconded for discussion.** Anderson clarified that the draft agreement would go back to the subcommittee and then back to the Board of Selectmen who would then choose whether it would be sent to Town Meeting for a vote or if the Board would keep that privilege.

LaPointe called for a Point of Order and noted that Templeton just voted four yeses out of five and sent the agreement back to the subcommittee for revisions.

Cyganiewicz said he won't support the motion and feels that Town Meeting should be making the decision and feels it is being rushed. He mentioned in Executive Session that he felt the Town should vote on this because it is a big thing. He asked in that meeting for the DOR to provide a study. They provided a comprehensive study for Lee, Lenox and Stockbridge and thought the same thing would happen for Winchendon. There are a lot of questions. He thinks they should get Town Meeting's approval before the subcommittee spends more time working on this. LaBrie said, speaking for herself, she is willing to put the time in now and get it as complete as they can make it for the Board or for Town Meeting. Barbaro commented that if we were going to present this to Town Meeting, that the agreement would have to be spelled out, crystal clear and revised. He asked if they want to craft the agreement to present to voters or at this point do you want to do nothing, wait for the voters to speak and then crank up the wheel again. Cyganiewicz said he would like to see in the motion that it will go to Town Meeting. Husselbee wants to see it go to Town Meeting. Anderson noted all warrants for Town Meeting come before their Board to be approved. There was discussion that the motion be amended to include that the agreement's end result be at Town Meeting.

There was further discussion on whether to have two separate motions, one seeking the Board's intention to send the agreement back to the subcommittee for further revisions and a second motion that once the revised agreement was received, the Board take a separate vote on whether to act on it themselves or to bring before Town Meeting.


**Barbaro amended his motion to send the agreement back to the sub-committee to ultimately be voted on by Town meeting; Cyganiewicz seconded. By a vote of Cyganiewicz aye, Husselbee aye, Barbaro aye, LaBrie no and Anderson aye, the motion carried by majority vote.**

LaBrie asked if it was the Board's desire to keep the same subcommittee members currently serving or to replace them. The Board all agreed and was thankful for the great job they were doing.

#### **ADJOURNMENT:**

Barbaro moved to adjourn; LaBrie seconded. By a vote of all aye, the meeting adjourned at 9:29 p.m.

Respectfully submitted,



Linda Daigle, Executive Assistant