



TOWN OF NORTON
SELECT BOARD
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Select Board
Meeting Minutes
EXECUTIVE SESSION
June 16, 2021

CALL TO ORDER

The June 16, 2021 Executive Session of the Select Board was called to order by Mr. Jack Conway, at 7:06 P.M., held remotely (Web: <https://us02web.zoom.us/j/6391519600>; Phone: +1 646-558-8656; Meeting ID: 639 151 9600).

ROLL CALL: Mr. Jack Conway, Mr. Michael Toole, Ms. Renee Deley and Ms. Christine Deveau were present. Mr. Michael Yunits, Town Manager, was also present.

1. To conduct negotiations with non-union personnel, i.e. Town Manager pursuant to G.L. c. 30A, Section 21(a)(2).

Mr. Conway starts where the Board left off on discussions last week with having the Town Manager come back with concerns and questions after informing the way the Board was leaning on his contract renewal. As discussed, the Board might consider a small extension of current contract. A point of concern is that if an issue is not addressed with the Town Manager, how does he know there is a problem? Mr. Conway sat down with the Town Manager on Friday and the Town Manager came up with a plan that he would like to present to the Board.

Ms. Deley stated before the Town Manager shared his screen and document that she is sorry she could not make the last meeting. She fully supports an extension of the contract and working on the items discussed last meeting based on the meeting minutes she read. She understand it is difficult with a five person board and also anything that is done collectively of the Board has to be done in Open Session could be challenging to deal with. Some of the items about the Town Manager were not related to management or expressed at the last meeting. One of the issues is omitting information about projects which led to controversy, like the Reed & Barton site for example, in front of many residents and other boards and commissions. In other situations and work environments, this would have been cause for termination. Another issue is that the Select Board has to be present when the Town Manager is relaying messages to other boards in order to know that facts are being presented correctly. The Town Manager is not representing what the Board is requested be presented. At the Annual Town Meeting in May, the Board had requested the salary structures not be shown on warrant, yet they are there. The Town Manager essentially has five bosses, and the Board relies on the Chair to get items they want accomplished across to the Town Manager. Lastly, multiple times she has had to ask the Town Manager for follow up on items, for example Bella Music, Bay Road, etc. Ms. Deley wants the Town Manager to be aware these are the items that most concern her and will be at the top of her list to watch for in the future.

Mr. Yunits drafted an extension of his current contract showing the new term of employment until June 30, 2025. The salary starting July 1, 2023 is 171,251 with a 2 ½ percent increase each year. In addition, he could receive increases up to 2 ½ percent based on performance and subject to funding availability. The \$5,000 expense for automobile is eliminated starting in FY23 as it is associated in the salary. Another section would be amended regarding nonrenewal, stating that in June of each year the Board can notify for termination at the end of the calendar year. There will also be a performance review March 15 of each year.

Mr. Conway simplified that there will be a three year extension to the current contract with notices six months before for nonrenewal. The Board is still in negotiation, but this is where we are starting with the Town Manager.

Ms. Deley relayed her confusion because currently the issue is on nonrenewal not “contract renewal”. She does not see that a contract renewal is something the Board can do in the next two weeks to suffice the current contract. The Town Manager’s employment agreement might take months. She also has specific comments Town Counsel needs to review.

Mr. Conway clarified that the current contract would expire June 30, 2022. The proposal is to have it expire December 31, 2022 with notice of renewal due June 30, 2022. This would give more time to work with the Town Manager and give a better understanding for junior members to make a decision.

Mr. Toole asked if we don’t accept the new contract, is the Town Manager unwilling to accept the proposed extensions? Mr. Yunits said he is open to all extension discussions and options.

Mr. Conway said that a memorandum would be added to the current agreement which gets the Board to base terms. Mr. Yunits said that he can write it up and get it to Mr. Conway.

Mr. Toole understands that the Town Manager is dealing with emotions as human being under the circumstances. It is unclear to Mr. Toole what six months buys the Board. He does not see a path for changes with the new contract that he is looking for. Besides management concerns, Mr. Toole feels like there is disconnect with the Town Manager and the Board and does not know if this extension will solve that.

Mr. Conway understood that from the discussion last week, this would give Ms. Deveau and Ms. Artz a chance to make their own review for next year and also provides stability for the Town Manager and the Board. Mr. Toole said it is tough and hard to get the right words across to the Town Manager about his concerns.

Ms. Deveau had Mr. Conway clarify the new contract terms. Having hearing them, she feels the given time is acceptable to make an informed decision about renewal.

Ms. Deley asked the Town Manager if December is a better time for hiring than July or August when considering if he were to be looking for another job as Town Manager. Mr. Yunits said yes, July and August is ending year which can be more difficult.

Mr. Toole asked what would the salary be starting July 1 2022 and December 31 2022. He also asked if the Town would still owe a full year pay if nonrenewal is passed as of December 31, 2022. Mr. Conway suggested that a detailed negotiation would cover that rather than this discussion now. Mr.

Yunits said a year of pay is tied to a year notice period. Ms. Deley clarified that it is tied to severance pay not termination pay. Mr. Yunits also added that this gives right to termination in six months. Ms. Deley added that the Town Manager would be compensated up until December 31, 2022 if the Board decided to terminate after that.

Mr. Conway asked the Board how we felt about a multi-year extension contract with a six month renewal notice. Ms. Deley is concerned that the Board is running before walking. She emphasized that the Board needs to get through the notice requirement now and is not prepared to get a contract written in two weeks. Mr. Conway agreed that this should be worked with KP Law to do extension of the renewal. He stated that part of the negotiation of the contract is to come up with a new contract. The Board should ask KP Law to do a letter of intent to fulfill contract for renewal.

Ms. Deley confirmed that it would be an addendum for the June 30, 2022 contract nonrenewal with contract extension to December 31, 2022. Mr. Conway stated that the notice of intent would meet current rules of contract and allow time to work on renewal. If notice of nonrenewal does not come through June 30, 2021 fiscal year, the contract is automatically extended.

Ms. Deley would like to confirm that the Town Manager's salary in the new contract is tied to performance and additional 2 ½ percent max is as well. She thinks that this is appropriate.

Mr. Conway requested that someone reach out to Joe to write amendment. Ms. Deley will work with Joe, but also advised it has to be reviewed and approved by the Board first before it goes to Town Manager. The Board might need to meet with Town Counsel to go over the terms. Mr. Conway concurred that there should be an executive session before next Thursday's regular meeting.

Mr. Yunits added that Lauren at KP Law wants to give an update of all outstanding cases the Town is involved in. He asked if that would be appropriate for executive session.

Mr. Conway said that Open Session start at 8:00 PM and he is trying to be mindful of the length of time for the meeting.

Mr. Toole wanted to clarify that the Board will work with Town Counsel to draft an extension of the current contract and not new contract. Once this happens, it needs to be approved by three members and the Town Manager needs to have a signed contract before June 30, 2021.

Mr. Conway summarized that the Board will have Executive Session on June 29 for a discussion with Lauren about open cases via Zoom. On June 24, there will be an Executive Session before the Open Session meeting at 6:00 PM to discuss the Town Manager's contract and have an update about Bella Music via Zoom. The Board will put out agenda for Tuesday June 22 7:00PM for Executive Session via Zoom as a place holder in case follow up is needed with Town Counsel regarding the Contract.

Adjournment

MOTION was made by Mr. Michael Toole to adjourn 7:57 P.M. Seconded by Ms. Deley Vote: Ms. Deley – Yes; Ms. Deveau – Yes; Mr. Toole – Yes; and Mr. Conway – Yes. MOTION CARRIES.

Respectfully Submitted by: Christine Deveau, Clerk

**SELECT BOARD
EXECUTIVE MINUTES OF MEETING
JUNE 16, 2021**

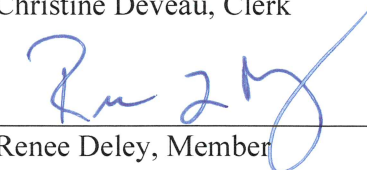


John Conway, Chair

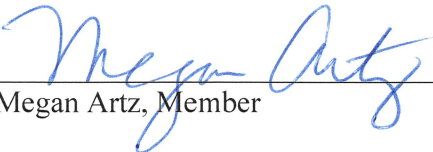
Michael Toole, Vice-Chair



Christine Deveau, Clerk



Renee Deley, Member



Megan Artz, Member

Minutes Approved by Board on: April 27, 2022