

5. Committee Updates –

Dave - School Committee met last night and have begun preliminary discussions on the budget. Reducing hours that the gyms are available and have come to an agreement to charge for the use to cover the costs of utilities.

Ernie, Capital Planning met this morning with some preliminary reviews with the Technology Department and the Police Department as well. Per Kerry basically rotation for departments for pc's, replacements for library, GIS for sewer was discussed.

Paula's concern is that we have barely 500 customers on the sewer and she would like to have more information before this moves forward as we don't have as built plans on the system.

Per Steve they have the plan books and it's one layer, although is a lot of money for one layer.

This request came from the Sewer Commission and as they are an elected body, Kerry doesn't feel that this is something that could be taken off.

Steve questioned if there is a list of requests that is compiled that could be put together, which Kerry will provide. Dave questioned also if there has been discussion on fleet expansion, which Kerry informed the board that this discussion came up today in Capital Planning as both Steve and Dave are concerned that this will result in a couple of years to having to have to replace. To be placed on a future agenda.

Tom Finance Committee met and discussed the current FY budget which, on paper with all the adjustments shows a deficit of about \$46,000 as the Town Manager is accounting for the money that we didn't get from the state from the ice storm. Next Thursday they may be discussing their opinion on the ballot questions. Also, the Web Task Force met this past Friday and selected QScend as the company that we want to discuss costs with. Town Manager has been discussing the modules and has come to an amount of \$15,000 for hosting, maintenance, support. Would be about \$7,200 / year to maintain the site. Kerry noted that it includes a schedule component, a subscription component, a calendar, what is called QAlert which is citizen area management as this will be the most workflow impact. Kerry will send out information on what other communities utilize this service.

6. Department Updates –

7. Manager Updates

a) MIIA General Liability / Workers Compensation Insurance Updates

Laura informed the board that we have received dividends from prior years that we weren't with MIIA for liability in excess of \$4,000 and \$16,000 from the Worker's Compensation dividends. Kerry also noted that MIIA offers a number of options for savings by participating in various seminars and workshops.

b) Solar Farm RFP

The recommendation from the Green Community Task Force is to do an RFP for a solar farm on the old landfill and sell back to Utilil. In the wind energy bill that was going through the legislature there was a change from 1% to 2% which ended up passing last Friday night. There are many issues with this, although an interesting undertaking, Kerry doesn't believe the timing is right for us. Most of the communities that have done this have their own electric plant, such as the Town of Concord as the electric company has to review proposal. She spoke with John DiNapoli and right now she doesn't see that we have enough time to get an RFP out and make the December 31st tax issue.

Ernie informed the board that the Green Community Task Force has spent a lot of time on the school solar panels and doesn't believe that they have the expertise to get all this together. Paula contends that if they can get some volunteers to assist in doing this, she doesn't see any harm on working to get. Go back to the Green Community and tell them that they need to come up with information and come back to us, not for Kerry to write the RFP. Kerry will speak to Mr. Marsden about this.

c) Architect for DPW Remodel

Steve the DPW Building Committee has recommended the award of the design contract to Helene Karl Architects (HKA) from Groton, which has been signed and we expect to begin working with them tomorrow.

d) Future Meeting Schedule

Paula discussed the scheduling of pending items; we've discussed going back to two business sessions and two workshops. Per Kerry, the issue with posting it has been her practice that the agenda's don't get done until Friday and most of this is because of follow through on items from the Tuesday meetings that we do on Wednesday and Thursday. In speaking with Kathy (Town Clerk) she is going to require that agenda's for Tuesday will have to be posted on Thursday as that office is usually closed on Friday. Kerry's commented that by holding three business sessions, it would be more manageable if there were two business meetings a month and one or two workshops. Dave's concern is that we have a Town Clerk and an Assistant Town Clerk and doesn't know why this is driving this discussion. Paula pointed out that she and Kerry have had this discussion previous to this incident. He is very concerned that we're not doing enough in front of people, don't want to walk into a work session even without the information ahead of time. Don't need to have it when the agenda goes out, but would like to have it a day or two ahead. Paula doesn't disagree with this as far as the public is, but the situation is that compiling all the information that the board expects. Suggested a simplified, limited agenda to discuss perhaps two to three topics, just a pared down agenda on that second meeting of the month.

Business sessions would be scheduled for the first and third meetings. Tom doesn't really understand what you would be gaining at all, if anything he sees is that we push some things too close. Per Paula the meeting on November 4th will only have the discussion of the 5 year plan and the meeting of the 9th will be a pared down agenda.

OLD BUSINESS

1. **Special Town Meeting Warrant Articles** – Kerry distributed the list that the office has received. A few of these we may not have, noted the IBPO. Article D, still waiting for a proposal on the Alternative Analysis. Lena Lane is housekeeping, Article G, expect some discussion on this article as the Ford Crown Victoria model is going out of production next calendar year and March is the last month that you could put in an order; the Police Department feels that it's worth a discussion as if we wait until the spring we can't order the this model. Tom questioned Article H as he thought we voted not to have this and the board recalls that they wanted more information, to be discussed further. Article I, is about actuarial cost analysis and there's no requirement now that you have to start funding but this is a request to establish a fund. The change to the Sewer Service Map did not include the area of the Whalom Estates. Jones House article is to authorize the sale and we will be having a meeting to discuss. Article for Landfill should be at 25 years.

COMMITTEE APPOINTMENTS/REAPPOINTMENTS/RESIGNATIONS

1. **Re-precincting Committee (if needed)** – no action

EXECUTIVE SESSION

1. MGL Chapter 39, §23B (3), for the purpose of discussing strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the government's bargaining or litigation position. Also to conduct strategy sessions in preparation for negotiations with non-union personnel; to actually conduct collective bargaining and contract negotiations with non-union personnel. Chairman announced that the Board will be returning to Regular Session.

UPCOMING MEETING SCHEDULE (tentative)

November 2, 2010
November 9, 2010
November 16, 2010

Being no further business board voted unanimously to adjourn Regular Session at 9:30 P.M. and reconvened Executive Session at this time by roll call vote. Chairman announced, not to return to regular session

Respectfully submitted,

Laura Williams, Chief Administrative Assistant
Board of Selectmen

ARTICLE A To see if the Town will vote to appropriate from available funds all sums of money necessary to amend the amounts voted for the Town's FY'11 Budget, under Article 14 of the May 1, 2010 Annual Town Meeting Warrant; or take any other action relative thereto. *Submitted by Town Mgr.*

ARTICLE B To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to fund the FY11, FY12 & FY13 Police Officers Collective Bargaining Agreement dated July 1, 2010 – June 30, 2013 with IBPO Local 353, AFL-CIO; or take any other action relative thereto. *Submitted by Town Mgr.*

ARTICLE C To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to fund the FY11, FY12 & FY13 Public Safety Telecommunication Unit Collective Bargaining Agreement dated July 1, 2010 – June 30, 2013 with Teamsters Local #170, Worcester, MA; or take any other action relative thereto. *Submitted by Town Mgr.*

ARTICLE D To see if the Town will vote to appropriate a sum of money for Alternatives Analysis for Summer Street improvements and all costs incidental or related thereto; to determine whether this appropriation shall be to raise and appropriate or transfer from available funds or transfer from the Stabilization Fund; or to take any other action relative thereto. *Submitted by Town Mgr.*

ARTICLE E To see if the Town will vote to appropriate a sum of money in accordance with MGL Chapter 44, §53C, the Police Special Fund, for the purpose of paying special detail salaries for off duty details (outside functions) of members of the Police Department. Charges and money received from outside organizations in connection with this program are to be deposited in said special fund and expended by the Lunenburg Police Department without further appropriation for the sole purpose of paying personnel for hours worked; or take any other action relative thereto. *Submitted by Town Mgr.*

ARTICLE F To see if the Town will vote to accept the layout as a Town Way of Lena Lane as shown on a plan entitled "Lena Lane Acceptance Plan of Land in Lunenburg, MA Prepared for Gerard A. Albert, November 26, 2008, by Whitman & Bingham Associates, LLC, Registered Professional Engineers & Land Surveyors, 510 Mechanic Street, Leominster, MA 01453", and to authorize the Board of Selectmen to accept or take by eminent domain deeds and easements as may be necessary therefore, or take any action relative thereto. *Submitted by Town Mgr.*

ARTICLE G To see if the Town will vote to raise and appropriate or transfer from available funds, or borrow the sum of \$_____.00 for the purchase of new Police Cruiser(s) and related equipment; or take any other action relative thereto.

ARTICLE H I move that the Town vote to authorize the Board of Selectmen to petition the General Court for special legislation to allow for a special act to read substantially as follows:

AN ACT AUTHORIZING THE TOWN OF LUNENBURG

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows;

SECTION 1 Notwithstanding the provisions of M.G.L. Chapter 32B and M.G.L. Chapter 150E of the General Laws or any other general or special law to the contrary, the Town of Lunenburg is authorized to negotiate and purchase group insurance policies for Employees, Retirees and Dependents without being subject to collective bargaining as defined in M.G.L. Chapter 150E.

SECTION 2 Further, the Town of Lunenburg is also authorized to alter current and future plan design features, and that such action not be subject to collective bargaining as defined in M.G.L. Chapter 150E.

SECTION 3 Further, the Town of Lunenburg is also authorized, but not mandated to participate in, and/or join the Group Insurance Commission ("GIC") pursuant to M.G.L. Chapter 32A, and such action shall not be subject to collective bargaining as defined in M.G.L. Chapter 150E.

SECTION 4 The provisions of this act shall not affect obligation under any collective bargaining agreement(s), while such agreements are in effect.

SECTION 5 This action shall take effect upon its passage.

ARTICLE I To see if the Town will vote to accept M.G.L, Chapter 32B - to establish an Other Post Employment Benefit (OPEB) Liability Trust Fund; or take any other action relative thereto.

ARTICLE J To see if the Town will vote to amend the Sewer Service Area Map, such revisions currently on file in the office of the Town Clerk and Board of Selectmen; or take any other action relative thereto.

ARTICLE K To see if the Town will vote to authorize the Board of Selectmen to sell the parcel of land or any portion thereof, identified by Assessor's Map ____, Lot ____, (Jones House, 42 Main Street) recorded with Worcester Northern District Registry of Deeds in Book 488, Page 10 containing .23± acres on such terms and conditions and for such monetary consideration as the Board of Selectmen deems to be in the best interest of the Town; or take any action relative thereto.

ARTICLE L To see if the Town will vote to accept M.G.L, Chapter 83, §'s 16A through 16F for the collection of sewer rates and charges, together with interest thereon and costs relative thereto; or take any other action relative thereto.

ARTICLE M To see if the Town will vote to accept M.G.L. Chapter 200A, §9A, an alternative procedure for Disposition of Abandoned Funds; or take any action relative thereto.

ARTICLE N To see if the Town will vote to authorize the Town Manager to enter into a lease, license or other contractual agreement of not more than ____ years in duration, subject to terms and conditions approved by the Board of Selectmen, for the property at ____ Youngs Road, (closed Landfill) and identified as Assessors parcels #____ for the purposes of installing solar energy generating facilities to supply solar electric power for the Town, provided that no such lease, license or other contractual agreement will be executed for said purposes until after the Selectmen have held a public hearing for the purposes of determining whether, in the opinion of the Selectmen, no clearly superior and readily available site should be leased for these purposes, and further that no lease shall be executed prior to consultation with the Board of Selectmen; or take any action relative thereto.

ARTICLE O To see if the Town will vote to initiate the process to aggregate its electrical load, pursuant to M.G.L Chapter 164, §134, and further, to adopt the following resolution:
Whereas, the Commonwealth of Massachusetts is engaged in a process of establishing a competitive market place through deregulation and restructuring of the electric utility industry;
Whereas, citizens of Lunenburg have a substantial economic and social interest at stake, and;
Whereas the Town of Lunenburg hereby finds that it may be in the interest of the electric ratepayers, both residential and commercial/industrial, to enter into an aggregation agreement,
Be it therefore resolved that the Town of Lunenburg hereby: Publicly declares its intent to become an aggregator of electric power on behalf of its residential and business communities, and;
Will negotiate and enter into a contract for power supply independently. If such a contract is effected, individual consumers would retain the option not to participate and to choose any alternatives they desire, or take any other action, relative thereto.

11/30/13

EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF LUNENBURG AND

KERRY A. SPEIDEL AS TOWN MANAGER

AGREEMENT made this 21st Day of October 2010 between the Town of Lunenburg acting by and through its Board of Selectmen (hereinafter the 'Town'), in accordance with the provisions of Massachusetts General Laws, Chapter 41, Section 108N and Kerry A. Speidel.

WHEREAS, the Town desires to retain the services of Kerry A. Speidel as Town Manager (hereinafter the "Town Manager");

WHEREAS, the Board, pursuant to Massachusetts General Laws Chapter 41, §108N, is authorized to enter into an Agreement with the Town Manager for such services;

WHEREAS, it is the desire of the Board to enter into an Agreement for the salary and benefits of said Town Manager;

WHEREAS, it is the desire of the Board to obtain the services of said Town Manager, and to provide inducement for her to remain in such employment; and

WHEREAS, Kerry A. Speidel agrees to accept employment as Town Manager of said Town;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Duties. The Town shall employ Kerry A. Speidel as the Town Manager. The Town Manager shall be the Chief Administrative Officer and the Chief Financial Officer of the Town in accordance with the Town Charter.

The Town Manager's duties and responsibilities shall include, but are not limited to, those duties and responsibilities described in the Charter, contained in the Lunenburg General Bylaws and such other duties as the Board shall from time to time legally assign to her. The Town Manager will devote her full-time attention to the business of the Town, will not engage in other business during the office hours, except with the approval of the Board, and will perform her duties in a professional and competent manner. It is explicitly agreed that the Town Manager shall work all hours necessary to perform the duties of the position without regard to normal working hours for other Town employees including attendance at night and weekend meetings as may be required from time to time.

2. Term. The term of this Agreement shall be from December 1, 2010 through November 30, 2013 unless sooner terminated or otherwise extended in accordance with the provisions of this agreement. The Board of Selectmen shall vote and notify the Town Manager in writing no later than 90 days prior to the termination date of this agreement of its intention not to renew this Agreement upon its termination date .

3. Compensation. The Town shall pay Kerry A. Speidel for her services performed under this Agreement as follows:

December 1, 2010 to November 30, 2011 \$117,300

December 1, 2011 to November 30, 2012
December 1, 2012 to November 30, 2013

\$119,646
\$122,039

b. Payments. Salary shall be paid at such intervals as is customary with the Town's employees, subject to applicable withholdings and deductions, and otherwise in conformity with the normal payroll practices of the Town.

4. Benefits. Except as hereinafter provided or modified in this Agreement all provisions of the Town's Salary Administration Plan and all benefits provided to Town of Lunenburg employees under the General Bylaws, by Town Meeting action, or by state law, as they now exist or may hereafter be amended or changed, shall apply to the Town Manager.

a. Vacation Leave: 20 days

Unless there are extenuating circumstances, no vacation leave shall exceed ten (10) consecutive working days without approval of the Board of Selectmen. Such vacation days shall be taken at such times as are compatible with the Town Manager's work schedule and the business needs of the Town of Lunenburg.

The Town Manager shall give reasonable written notice to the Board of Selectmen of her proposed vacation schedule. Any vacation time accumulated but not used during the period of this Agreement shall be paid to the Town Manager at the time of her separation from employment with the Town. The Town Manager shall be permitted to carry over up to ten (10) days of vacation leave from year to year.

b. Sick Leave. The Town Manager shall be granted fifteen (15) days of sick leave per fiscal year.

The Town Manager may accumulate sick leave from fiscal year to fiscal year, subject to a maximum accumulation of ninety (90) days.

c. Personal Days. The Town Manager shall receive three (3) personal days each fiscal year.

d. Unused Time. Any unused vacation or sick leave remaining at the expiration of this Agreement shall carry over and be credited to the Town Manager if this Agreement is extended.

e. Health Insurance. The Town Manager shall be eligible for all health, dental and life coverage benefits for which other non-bargaining unit Town employees are eligible as such benefits may be amended and/or discontinued from time to time. The Town agrees to contribute towards the cost of such benefits an amount or percentage equal to that provided to non-bargaining unit Town employees as such amounts or percentages may be amended from time to time. Payment for 75% of comprehensive health coverage for a family plan on any health plan offered by the Town to other employees and as may be chosen by the Town Manager will be paid by the Town.

5. Automobile. The Town shall pay the Town Manager the IRS rate for automobile mileage for all official business outside of the Town of Lunenburg. This provision shall not include travel to and from work or travel within the community.

6. Expenses. The Town Manager shall be reimbursed for any reasonable and necessary expenses incurred in the performance of her duties, or as an official representative of the town, including attendance by her at civic or social events.

7. Dues, Subscriptions, Professional Development. The Town agrees to budget for and pay for professional dues, subscriptions, and meetings of the Town Manager necessary for her continued participation in the ICMA (International City/ County Management Association), MMMA (Massachusetts Municipal Management Association) and the MMA (Massachusetts Municipal Association) and/or other reasonable, professional organizations and conferences, subject to approval of Board of Selectmen and appropriation and not to exceed \$5,000 annually.

8. Termination and Severance Pay.

a. The Town Manager may be removed and/or suspended in accordance with Section 4-5 of the Town Charter.

b. The Town Manager may terminate her employment by written notice to the Board of Selectmen at least sixty (60) days before the intended date of her resignation.

c. If the Town Manager's employment is terminated by the Board of Selectmen for any reason other than gross misconduct or violation of law, the Town Manager shall be entitled to receive severance as follows, less lawful withholdings and deductions, plus payment for accrued, but unused vacation leave. Payment shall be made in a lump sum within two (2) weeks of the date of termination.

For termination between 12/01/10 - 11/30/11	Four (4) Months
For termination between 12/01/11 - 11/30/12	Five (5) Months
For termination between 12/01/12 - 11/30/13	Six (6) Months

This section shall survive the termination of the Agreement.

d. If the Town Manager terminates her employment, no severance pay shall be granted.

e. This Agreement may also be terminated at any time by mutual consent of both parties, in which case the Town Manager shall not receive any severance pay.

9. Performance Evaluation. The Board of Selectmen shall review and evaluate the performance of the Town Manager once annually at least thirty (30) days prior to the close of the fiscal year. The Town Manager shall notify the Board of Selectmen at least forty five (45) days before the end of the fiscal year of the review and evaluation period. Said review and evaluation shall be in accordance with specific criteria, goals and objectives which are developed by the Board of Selectmen, with the cooperation and input of the Town Manager. Said criteria may be added to or deleted as the Board of Selectmen may from time to time determine at its discretion. Annually, the Board of Selectmen, with the cooperation and input of the Town Manager, shall define such goals and performance objectives for the Town Manager for the proper operation of the Town of Lunenburg and for the attainment of the Board of Selectmen's policy objectives and should further establish a relative priority among those various goals and objectives. The goals and objectives

shall be reduced to writing by the Board of Selectmen at the time of evaluation. The goals shall generally be attainable within the time limits specified and within the appropriations provided in the annual operating and capital budgets.

The goals and objectives maybe amended from time to time by the Board of Selectmen.

The Town Manager shall submit quarterly during the fiscal year her activities undertaken in connection with addressing the agreed goals and performance objectives, or at such more frequent intervals as the Board of Selectmen may request.

Upon completion of the annual performance evaluation, the Chairman of the Board of Selectmen shall provide the Town Manager with a summary written statement of the findings of the Board of Selectmen and provide an adequate opportunity for the Town Manager to discuss her evaluation with the Board of Selectmen.

If the Town Manager receives a composite score of 150 or higher, using the current evaluation form (Attachment A), the Board will pay a 1.5% of base salary as a performance bonus, not to be added to the following year's base salary. Such performance bonus will be paid to the Town Manager, in a lump sum, within thirty (30) days of the issuance of the composite evaluation.

10. Indemnification. The Town shall defend, save harmless and indemnify the Town Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as Town Manager provided that the Town Manager acted in good faith. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered hereon without recourse to the Town Manager. The Town shall reimburse the Town Manager for any attorney's fees and costs incurred by the Town Manager in connection with claims or suits involving the Town Manager in her professional capacity. This Section shall survive any termination of this Agreement. The provision of indemnification outlined in this section shall be in accordance with, and subject to, the provision of law.

11. No Reduction in Benefits. The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other benefits of the Town Manager, except to the degree such a reduction is across the board for all other management employees of the town. Similarly, should any town-wide benefit be reduced for all other management employees that same benefit(s) shall be reduced accordingly within this Agreement.

12. Residency Requirement. The Board of Selectmen hereby waives any residency requirement for the Town Manager, as allowed by the Town Charter.

13. Notices. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, certified and postage prepaid, return receipt requested, addressed as follows:

TOWN: Chairman of the Board of Selectmen
Town of Lunenburg
17 Main Street
Lunenburg, MA 01462

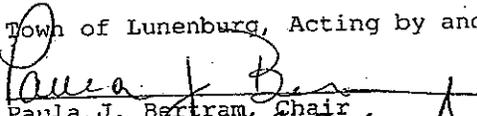
TOWN MANAGER: Kerry A. Speidel
7 Ripley Street
N Chelmsford, MA 01863

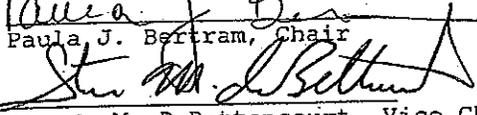
14. General Provisions.

- a. The text herein shall constitute the entire Agreement between the parties.
- b. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Town Manager.
- c. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- d. For purposes of the Fair Labor Standards Act, the Town Manager shall be deemed an exempt employee.

IN WITNESS WHEREOF, the parties execute this Agreement this 21th day of October, 2010

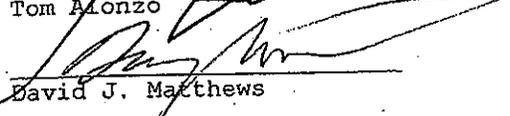
Town of Lunenburg, Acting by and through the Board of Selectmen:


Paula J. Bertram, Chair

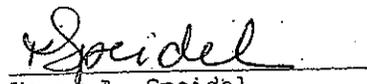

Steven M. DeBettencourt, Vice Chair


Carl "Ernie" Sund


Tom Alonzo


David J. Matthews

Town Manager:


Kerry A. Speidel