



COHASSET SELECT BOARD

Tuesday, May 10, @ 7:00 p.m.

Virtual Meeting-Zoom Platform

Residents can watch the meeting on Cohasset 143TV

Please click this URL to join.

<https://us02web.zoom.us/j/86310200582?pwd=a1I2TnBVU2thT0ptMVJlOeFY0VG5iQT09>

Passcode: 735244 Webinar ID: 863 1020 0582

Agenda

- 7:00 pm **Call to Order-Roll Call**
All are invited to join the Board in the Pledge of Allegiance if they wish to participate.
- 7:02 pm **Town Manager Contract Renewal-Vote**
- 7:10 pm **Public Comment**-Items not on the Agenda
- 7:12 pm **Approval of Minutes-4/26/2022, 5/2/2022**
- 7:15 pm **License/Permits/Events**
- Cohasset Historical Society-One Day Liquor License-September 10, 2022
 - South Shore Arts Festival-Entertainment Licenses for 6/16/2022-6/19/2022 & One Day Liquor for 6/17/2022
 - Red Lion Inn-Extension of Hours
- 7:30 pm **American Legion Lease-Review and Vote**
- 7:40 pm **ARPA Funding-**
- Alumni Field-Turf & Track-Vote
 - Emergency Call Boxes
 - Black Rock Beach-Vote
 - Other Locations-Discussion
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- 7:50 pm **Boards/Committee Update**
- Town Hall Building Committee-Vote to approve CM at Risk
- 8:00 pm **Select Board-Goals Update**
- Communication
 - Zoning Study
 - Public Facilities Capital Plan
- 8:30 pm **Town Manager Update**
- 8:35 pm **Select Board Comments**
- 8:40 pm **Topics not reasonably anticipated within 48 hours**
- 8:45 pm **Adjournment**

Upcoming meetings- May 24th, June 7th

Scheduled times for all agenda items are approximate; all public hearings will begin no earlier than posted time.

Future agenda items are at the discretion of the Chair of the Cohasset Select Board and/or the Town Manager. Please submit items for consideration for a future agenda to selectboardcomments@cohassetma.org.

The mission of the Cohasset Select Board is to protect, maintain, and enhance our dynamic community, historical heritage, and coastal environment by providing thoughtful leadership and fostering citizen engagement.

**EMPLOYMENT AGREEMENT BETWEEN THE TOWN
OF COHASSET AND CHRISTOPHER SENIOR**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this tenth day of May, 2022, by and between the Town of Cohasset, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the Town, acting by and through its Select Board, hereinafter called the Board, and Christopher G. Senior, hereinafter called Town Manager (hereinafter jointly "The Parties"), as follows:

RECITALS

Whereas the Town desires to continue to employ the services of Christopher G. Senior as Town Manager of the Town of Cohasset; and

Whereas the Board, under Chapter 41, Section 108N of the General Laws, and Chapter 34 of the Acts of 1997 (hereinafter the Town Manager Act), as amended, may contract with the Town Manager for such services; and

Whereas it is the desire of the Board to contract for the salary and benefits of said Town Manager; and

Whereas, Christopher Senior agrees to continue employment as Town Manager of the Town;

Now therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1 – ENGAGEMENT OF THE TOWN MANAGER

- 1.1 The Town Manager shall diligently and faithfully perform the duties and responsibilities as set forth in the Town Manager Act and as described in Article 2, below, in a prompt and professional manner and shall devote his full working time to such duties.
- 1.2 The Town Manager shall be sworn to the faithful and impartial performance of his duties, and during the time he holds the office shall hold no other elective Town Office but may be appointed by the Board to any other Town office or position which is consistent with the office of Town Manager.
- 1.3 The Town Manager may accept speaking, writing, lecturing, teaching, or consulting engagements, provided they do not interfere with the performance and discharge of his duties and responsibilities to the Town. Any such engagements, activities, or work must be approved in advance by the Board, whose approval will not be unreasonably delayed

or denied, and shall not be in violation of the Massachusetts Conflict of Interest Law, M.G.L. c. 268A.

ARTICLE 2 – SERVICES AND EVALUATION

- 2.1 The Town Manager will perform the duties and responsibilities of the office as set forth in the Town Manager Act, as amended, and will be the Chief Administrative and Chief Financial Officer of the Town. The Town Manager shall also perform such other duties as may be added or amended from time to time by statute, Town bylaw, or vote of the Board.
- 2.2 The Town Manager shall report and be responsible to the Board and shall act by and for the Board in any matter which they may assign to him relating to his duties hereunder.
- 2.3 The Town Manager shall attend all Annual and Special Town Meetings and all regularly scheduled meetings of the Board unless excused in advance by the Board. He shall also be available at such times as may be necessary to perform the duties of the position of Town Manager as provided herein.
- 2.4 The Town Manager shall execute a bond in favor of the Town for the faithful performance of his duties in such sums and with such sureties as may be fixed and approved by the Board. The cost of all such bonds shall be borne by the Town.
- 2.5 Annually the Board and the Town Manager shall define the goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and with the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.
- 2.6 The Board shall annually review and evaluate the Town Manager subject to a process set forth by the Board. Said review and evaluation shall be based on the goals and objectives developed jointly by the Board and the Town Manager. Further, the Board shall provide the Town Manager with a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for the Town Manager to discuss his evaluation with the Board. The individual evaluations of Board members and the summary evaluation shall be part of the Town Manager's personnel file, subject to Section 22(e) of Chapter 30A of the General Laws.

ARTICLE 3 – PERIOD OF EMPLOYMENT EXTENSION

- 3.1 Subject to the other provisions contained herein, the term of the Town Manager's employment shall be extended for an additional three-year period, commencing on January 13, 2023 and continuing through January 12, 2026. The terms and conditions of this Agreement will replace the terms and conditions of the Town Manager's current contract, effective January 13, 2023.
- 3.2 The contract may be negotiated for an additional three years, with each party providing each other with notice by February 28 of the final Agreement year of their intent to renew or not. The parties agree that a notice of intent to not renew by the Select Board must be supported by a majority of the Board and that the current contract shall remain in force and effect so long as the Manager remains employed by the Town.

ARTICLE 4 – COMPENSATION

- 4.1 The Town agrees to pay the Town Manager for services rendered under this agreement, an annual base salary as described below, subject to applicable withholdings and deductions, payable in installments at the same time and manner as other employees of the Town are paid:
- a) \$175,00, commencing as agreed in previous contract and continuing through June 30, 2023;
 - b) \$179,500, effective July 1, 2023 and continuing through June 30, 2024;
 - c) \$184,500, effective July 1, 2024, and continuing through June 30, 2025;
 - d) \$189,500, effective July 1 2025, and continuing until a new salary figure is agreed upon, or the end of the contract.
- 4.2 Nothing herein shall be construed to prevent the Board from increasing the Town Manager's compensation at its discretion in the event additional duties are assigned to him or as determined by the Board to recognize performance. The Board, however, is not required to increase compensation in such event.
- 4.3 For the purposes of the Fair Labor Standards Act, the Town Manager shall be an 'exempt employee.'
- 4.4 The Town Manager shall be reimbursed for ordinary and necessary out-of-pocket expenses including mileage expenses incurred in the performance of his duties as Town Manager, or as an official representative of the Town, subject to the Town's reimbursement policies and in an amount not to exceed \$3,000.

ARTICLE 5 – INSURANCE, VACATION, LEAVE, AND ADDITIONAL BENEFITS

- 5.1 The Town Manager shall be entitled to five (5) weeks of vacation, with pay, for each contract year, consisting of the twelve-month period from January 13 – January 12. A week shall be defined as five (5) working days. Unused time may be accumulated, with a maximum amount of ten (10) weeks to be carried over from year-to-year.
- 5.2 Any accrued, unused vacation time, up to a maximum of ten (10) weeks, remaining at the expiration of this Agreement shall carry over and be credited to the Town Manager if this Agreement is extended/renewed or the parties enter into a new contract.
- 5.3 In recognition of the often-unexpected scheduling demands of the position, the Town Manager may sell back up to ten (10) days of vacation on an annual basis.
- 5.4 The Town Manager shall take into account key dates and deadlines for the Town, including Town Meeting, when scheduling his vacation periods, which he shall schedule in consultation with the Board. In accordance with the Town Manager Act, as amended, he shall designate a qualified officer to perform his duties during such an absence.
- 5.5 The Town shall contribute to the Town Manager's deferred compensation plan as follows:
- a) On or about July 1 of each year, an amount of \$7,500.
- 5.6 The Town Manager may participate in the Town's health insurance plan at the same rate of contribution under the same terms and conditions, including costs, as other full-time non-union employees. In the alternative, the Town Manager may elect not to participate in the Town's plan, in which event he shall receive a payment toward alternative, qualifying health insurance coverage pursuant to the following schedule:
- a) For the portion of Fiscal Year 2023 commencing on January 13, 2023, an amount of \$4,500;
 - b) For Fiscal Year 2024 commencing on July 1, 2023, an amount of \$9,250
 - c) For Fiscal Year 2025 commencing on July 1, 2024, an amount of \$9,250
 - d) For the portion of Fiscal Year 2026 commencing on July 1, 2025, an amount of \$4,625.
- The in-lieu payment shall be paid out to the Town Manager over twelve months, in equal installments, with the sole exceptions of payments for the portions of Fiscal Years 2023 and 2026 covered by this Agreement, which in each case shall be paid out in equal installments over six months. Proof of alternative insurance shall be provided to the Town by the Town Manager.
- If the Town Manager elects to participate in the Town's sponsored health insurance plan, he shall not also be eligible for the in-lieu payment.
- 5.7 In the event the Town Manager serves as a juror in a federal court or in a state court, he shall receive from the Town the difference between his salary covering the period of such

service and the compensation he receives for such jury services, exclusion of any travel or other allowance; provided, however, that he shall receive his full pay for the first three days of his service.

- 5.8 The Town shall provide for a disability insurance policy for the Town Manager at the Town's expense, such disability policy to be approved by the Board.
- 5.9 The Town Manager shall be entitled to such other fringe benefits as provided for in the Town bylaws in Article XI, Section 6 unless otherwise specifically provided for in this Agreement. In any contradiction between this Agreement and Title XI, Section 6 of the terms of this agreement shall prevail.
- 5.10 The Town Manager shall be granted 15 sick days per fiscal year during the term of this Agreement, with the sole exceptions of the portions of Fiscal Years 2023 and 2026 covered by this Agreement, for each of which he shall be granted 8 sick days. Unused sick days may be accumulated from year to year up to a maximum of 150 days. These accumulated sick days will have no monetary value or payment upon termination of this Agreement of the services of the Town Manager.
- 5.11 The Town Manager shall receive up to five (5) days of leave per year following the death of a spouse, child, parent, parent-in-law, sibling, aunt, uncle, grandparent or grandchild. At the discretion of the Board, additional days beyond the above-reference five (5) days may be granted.

ARTICLE 6 – PROFESSIONAL DEVELOPMENT

- 6.1 The Board recognizes its obligations to encourage the Town Manager's professional development as Town Manager and agrees that the Town Manager shall be given adequate opportunity to develop his skills and abilities as a municipal government administrator. Accordingly, the Town will set an annual budget for the purpose of paying for the cost of the Town Manager's attendance (including reasonable travel and living expenses) at such conferences, courses and seminars. Any attendance by the Town Manager at conferences, courses or seminars held out of state shall be approved in advance by the Board – not to exceed the annual budget amount. In addition, the Town shall pay the Town Manager's dues to the Massachusetts Municipal Manager's Association, Government Finance Officers Association, and the International City County Management Association during the term hereof.
- 6.2 Time spent by the Town Manager at ICMA, MMMA, GFOA or other professional conferences shall be considered professional development time, and shall not be charged against his vacation leave.

ARTICLE 7 – REMOVAL, TERMINATION AND SEVERANCE

- 7.1 The Town Manager may be removed as Town Manager as provided in Section 5 of the Town Manager Act, as amended. In the event of any conflict between this Agreement and the Town Manager Act, including Section 5, the terms of the Town Manager Act, as amended, shall prevail.
- 7.2 If the Town Manager is removed in accordance with Section 5 of the Town Manager Act, as amended, for reason(s) constituting "Just Cause," he shall not be entitled to any severance or other payment except as specifically provided herein or required by law. For the purposes of this Agreement, the term "Just Cause" shall be either of: (a) indictment or conviction of Town Manager of a felony or a crime involving moral turpitude; or (b) gross misconduct in office as Town Manager; or (c) willful refusal to perform his duties under the Town Manager Act, as amended, or under this Agreement, following written demand by the Board that he perform such duties.
- 7.3 If the Town Manager is removed in accordance with Section 5 of the Town Manager Act, as amended, for reason(s) other than for Just Cause as defined in sub-paragraph 7.2, above, then he shall be entitled to a severance payment as follows: a total of six month's salary, as well as pro-rated deferred compensation plan payments, as set forth in sub-paragraph 5.5 (a), above, based on the number of months of that applicable fiscal year he actually worked as of the date of such removal. (For example, if the Town Manager is removed in June, eleven months into the fiscal year, he would receive 11/12 of \$7,500, but if he is removed in July, one month into the fiscal year, her would receive 1/12 of \$7,500.)
- 7.4 Regardless of the reason(s) for his termination, the Town Manager shall be entitled to full payment of any unused vacation time which has been accrued pursuant to the term of this Agreement as of the date of his termination.
- 7.5 The Town Manager may accept any severance payment to which he is entitled in accordance with paragraph 7.3 above, either as a lump sum, or over a period of time coinciding with the number of months of severance pay due, subject to the Town's normal payroll procedures and standard payroll withholding.
- 7.6 Nothing in this Agreement shall limit the authority of the Board to suspend the Town Manager as it deems appropriate, in accordance with the Town Manager Act, as amended. Any suspension may be with or without pay.
- 7.7 The Town Manager may voluntarily terminate his employment with the Town before the expiration of the term of this Agreement by giving written notice of such resignation at least ninety (90) days prior to the effective date thereof. A copy of the resignation shall be filed with the Town Clerk.

ARTICLE 8 – INDEMNIFICATION

- 8.1 The Town shall indemnify the Town Manager in accordance with applicable provisions of Massachusetts General Laws chapter 258 and Town policies. Indemnification of the Town Manager shall not apply to any proceeding to terminate his employment pursuant to the Town Manager Act, as amended, this Agreement, or otherwise. The Town Manager agrees to cooperate fully with the Town and the Town's attorneys in any claim, suit, or matter in which the Town is indemnifying the Town Manager. This section shall survive the termination of this Agreement.

ARTICLE 9 – GENERAL PROVISIONS

- 9.1 The Town shall at no time during the Term of this 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 employees of the Town.
- 9.2 All monetary provision of this Agreement are subject to appropriation of such amounts by Town Meeting.
- 9.3 Except as otherwise provided in this Agreement, any decision or action by the Town relating to this Agreement, or its operation or termination, shall be made by the Board or otherwise as specifically authorized by lawful vote of the Board.
- 9.4 This Agreement constitutes the entire agreement between the Town and the Town Manager regarding the subject matter hereof and may be changed (amended, modified or terms waived) only by a writing executed by the Town and Town Manager. Any notices required or allowed shall be to the Town Manager at his current address listed with the Town, by certified mail, return receipt requested.
- 9.5 This Agreement is governed by, and shall be construed in accordance with, the law of the Commonwealth of Massachusetts and shall be expressly subject to, and governed by the Town Manager Act, as amended.
- 9.6 Except as specifically provided herein, the position of the Town Manager shall not be subject to the provisions of Article XI of the Town By-laws entitled: "Personnel Classification and Compensation Plan."

IN WITNESS WHEREOF, the parties here to have executed this Agreement the day and year first written above.

TOWN OF COHASSET, acting by and through its SELECTBOARD

Christopher G. Senior

By: _____
Keri Thompson, Chair

Corey D. Evans, Vice Chair

Jean Healey Dippold, Clerk

Diane Kennedy

Jack Creighton

DRAFT