

**BETWEEN
TOWN OF WESTON
AND
TOWN MANAGER LEON A. GAUMOND JR.**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this 1st day of August, 2018, by and between the Town of Weston, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," acting by and through its Board of Selectmen, hereinafter called "Board," and Leon A. Gaumond Jr., hereinafter called "Town Manager," as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of Leon A. Gaumond Jr. as Town Manager of the Town of Weston;

WHEREAS, the Board, under Chapter 41, Section 108N of the General Laws, may contract with the Town Manager for such services;

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

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

WHEREAS, Leon A. Gaumond Jr., 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:

Section 1. Functions and Duties of the Town Manager.

The Town hereby offers to employ Leon A. Gaumond Jr. as Town Manager of the Town, and the Town Manager accepts said offer of employment. The Town Manager shall be the Chief Administrative Officer of the Town. The Town Manager shall perform the duties specified in Chapter 80 of the Acts of 2001 and such other duties as the Board shall from time to time legally assign to him. It is understood and agreed that the Town Manager will adhere to the ICMA Code of Ethics, a copy of which is attached hereto as Exhibit A.

Section 2. Term.

This Agreement shall become effective September 19, 2018, and shall be in full force and effect until September 18, 2021. The Agreement shall be for a term of three (3) years, subject to Section 12, and shall be binding on the Town in each year of its duration.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of the Town Manager at any time, subject only to the provisions set forth in Section 3.A-B of this Agreement and to the provisions of the Manager Act.

Section 3. Termination and Severance Pay.

A. The Board may terminate, and/or suspend, the Town Manager in accordance with Section 5 of Chapter 80 of the Acts of 2001, which is incorporated herein by reference.

B. In the event the Town Manager is terminated by the Town or is formally and in writing requested by the Board to resign prior to the expiration of the term of this Agreement, the Town agrees that it shall pay to the Town Manager a lump sum cash payment equal to seven (7) months' aggregate salary plus a lump sum payment in lieu of accumulated vacation leave, which amount shall be paid to the Town Manager on or before the effective date of termination of his employment; provided, however, that in the event the Town Manager is terminated for just cause, meaning deliberate or willful misconduct, or unsatisfactory performance following written notice and reasonable opportunity to address and correct the performance deficiency, then the Town shall have no obligation to pay any of the amounts specified in this paragraph, except for the lump sum payment in lieu of accumulated vacation leave.

C. In the event the Town Manager voluntarily resigns his position with the Town before expiration of the aforesaid term of his employment, then the Town Manager shall give the Town six (6) weeks' notice in advance unless the parties otherwise agree. During this six (6) weeks' notice period, the Town Manager may not take vacation leave. In the event the Town Manager voluntarily resigns, without having been formally and in writing requested to do so by the Board, he shall not be eligible for severance benefits set forth in Section 3.B, except for the lump sum payment in lieu of accumulated vacation leave.

D. Subsection B of this Section shall survive any termination of this Agreement.

Section 4. Salary.

A. The Town agrees to pay the Town Manager, for services rendered under this Agreement, an annual base salary of \$180,000, subject to applicable withholdings and deductions, effective September 19, 2018, and continuing through June 30, 2019, payable in installments at the same time as other employees of the Town are paid.

B. The Town agrees to pay the Town Manager, for services rendered under this Agreement, an annual base salary of \$183,600 (a 2% increase), subject to applicable withholdings and deductions, effective July 1, 2019, and continuing through June 30, 2020, payable in installments at the same time as other employees of the Town are paid.

C. The Town agrees to pay the Town Manager for services rendered under this Agreement, an annual base salary of \$187,272 (a 2% increase), subject to applicable withholdings and deductions, effective July 1, 2020, and continuing through September 18, 2021, payable in installments at the same time as other employees of the Town are paid.

D. The Board agrees to annually review the base salary of the Town Manager and make any additional adjustments to base salary or any payments in the nature of a bonus that the Board deems appropriate, based on market conditions, the financial condition of the Town, and the Town Manager's performance relative to established goals. Unless otherwise specified by the Board, any such adjustment to base salary shall be retroactive to the preceding July 1 (or September 19, 2018, if later) and shall be taken into account in applying any percentage increase on the subsequent July 1 under Section 4.B-C above.

E. The Board agrees to establish a pool of at least three percent (3%) of the Town Manager's base salary on an annual basis to be available to be used in the event that an increase in base pay or a payment in the nature of a bonus is granted under Section 4.D above.

F. If the Town Manager continues in office after the expiration of this Agreement, and there is no successor agreement, he shall continue to receive the latest salary under this Section and the same benefits under this Agreement until such time as his salary and benefits shall be otherwise provided for by the Town. This Subsection shall survive the termination of this Agreement.

Section 5. Town Manager Evaluation.

A. The Board shall review and evaluate the Town Manager every year from the date of appointment. Said review and evaluation shall be based on the goals and objectives developed jointly by the Board and the Town Manager. Further, the Chair of the Board shall provide the Town Manager with a summary written statement of the evaluation findings of Board members and shall provide an adequate opportunity for the Town Manager to discuss his evaluation with the Board. The individual evaluation of Board members shall be part of the Town Manager's personnel file, subject to Section 23(e) of Chapter 30A of the Massachusetts General Laws.

B. At least 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, said goals and objectives to be reasonably summarized in writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and shall reasonably take into account relevant events, whether directly related or not, that have occurred during the relevant timeframes.

C. The Town Manager shall conduct, at least once during the term of this agreement but no less than one year after September 18, 2018, a "360 degree" assessment of his own performance in a written document approved in advance by the Board for this purpose, soliciting subjective feedback from the Superintendent of Schools and at least six direct reports, at least three of whom are department managers. The results of this assessment will be made available to the Board. Any costs associated with implementing a "360 degree" assessment shall be borne by the Town.

Section 6. Hours of Work.

A. The Town Manager will devote full time and attention to the business of the Town and will not engage in any other business during office hours, except with the approval of the Board.

B. It is recognized that the Town Manager must devote a great deal of time outside the normal office hours to the business of the Town, and to that end the Town Manager will be allowed to take reasonable time off as he shall deem appropriate during said normal office hours.

Section 7. Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave, Jury Duty and Disability Insurance.

A. The Town shall offer the Town Manager a health insurance policy, similar to other Town employees, and he will pay the same percentage of the premiums as is paid by other Town employees. If the Town Manager chooses to opt out of the Town's health insurance program, he will receive a payment from the Town on the same basis as any other Town employee who chooses to opt out.

B. The Town shall reimburse the Town Manager for up to \$1,750 annually towards the cost of a disability, life and/or liability insurance policy, as selected by the Town Manager. In filing for this reimbursement, the Town Manager shall provide evidence of his payment of the premium.

C. The Town Manager shall be granted four (4) weeks paid vacation per contract year. A week shall be defined as five (5) working days. Unused vacation days may be carried over from one year to another, and accumulated to a maximum accrual of thirty-five (35) days. The Town Manager, at his option, may elect to have the Town 'buy back' up to ten (10) vacation days per year.

D. The Town Manager shall be granted fifteen (15) sick days per fiscal year, which shall accrue in a manner similar to other Town employees. Unused sick days may be accumulated from year to year to a maximum accrual of 210 days. Upon the first day of employment under this Agreement, the Town Manager shall also be credited by the Town with fifteen (15) days sick leave in his sick leave account. In accordance with Town policy, three (3) of the sick days may be used annually as personal days.

E. 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.

F. The Town Manager shall receive the following holidays:

New Year's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Presidents' Day
Labor Day	Patriot's Day
Columbus Day	Martin Luther King Day
Christmas Day	

Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday; whenever any of the holidays listed above falls on Sunday, the following Monday shall be observed as the holiday.

G. Upon the death of the Town Manager's spouse, mother, or father or any of his children or grandchildren, the Town Manager will be granted leave of five (5) working days without loss of pay. Upon the death of the Town Manager's father-in-law, brother, or sister-in-law, the Town Manager will be granted leave of three (3) working days without loss of pay.

H. In the event that the Town Manager serves as a juror in a federal court or in a court of the Commonwealth, he shall receive from the Town the difference between his salary and the compensation he received for such jury services, exclusive of any travel or other allowance; provided, however, he shall receive his full pay for his first three (3) days of service for the Commonwealth of Massachusetts.

I. Should the Town Manager attend the International City Management Association's (I.C.M.A.) Annual Conference or reasonable other professional conferences, time spent at such conferences shall not be deducted from his vacation leave and shall be considered as professional development leave.

Section 8. Professional Development.

A. The Town agrees to pay for the registration, travel and subsistence expenses of the Town Manager for short courses, institutes and seminars that are necessary for his professional development.

B. The Town shall pay the Town Manager's registration fees(s), travel and subsistence expenses to and from the I.C.M.A. Annual Conference, Massachusetts Municipal Association Annual January Conference, and the Massachusetts Municipal Managers' Association Annual Spring Conference.

Section 9. Dues and Subscriptions.

The Town agrees to pay for the professional dues and subscriptions of the Town Manager necessary for his membership in the following professional organizations:

International City/County Management Association (I.C.M.A.); American Society for Public Administration (A.S.P.A.); Massachusetts Municipal Managers' Association; and any other professional organizations deemed reasonably necessary and desirable for his continued professional participation, growth and advancement and for the good of the Town.

Section 10. Expenses.

A. The Town Manager shall be reimbursed for any expenses incurred in the performance of his duties, or as an official representative of the Town, including attendance by him at civic or social events.

B. The Town Manager's duties require that he be on duty and available 24 hours a day, 7 days each week. The Town shall provide, in addition to his annual salary, an Automobile Allowance totaling \$5,500/year, payable in weekly installments, which will be in lieu of the normal reimbursement the Town allows for the use of a personal automobile for Town business, including mileage and tolls.

C. If the Town Manager leaves the employment of the Town and serves as a witness in depositions, trials, or administrative proceedings, he or she shall be paid for each day of preparation and attendance at the trial on a per diem basis based on his salary at the time of his separation from employment from the Town. This Section 10.C shall survive the termination of this Agreement.

D. The Town of Weston shall compensate the Town Manager \$700 annually, payable in weekly installments, towards the cost of his personal cellular phone and data plan. This payment is meant to compensate for business use of this cellular phone and data service. The Town Manager shall not be eligible for any other compensation or reimbursement for cellular phone and data service for Town business.

E. In recognition of the cost of reasonable and suitable housing, the Town of Weston agrees to pay the Town Manager a housing allowance of \$12,000 annually, payable in weekly installments.

Section 11. Indemnification.

A. The Town shall defend, save harmless and indemnify the Town Manager against any tort, professional liability, civil claim or demand, or other legal action, whether groundless or otherwise filed by any third party, arising out of an alleged act or omission occurring in the performance of his duties as Town Manager, even if said claim has been made following his termination from employment, provided that the Town Manager acted within the scope of his duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Manager.

B. The Town shall reimburse the Town Manager for any attorneys' fees and costs incurred by the Town Manager in connection with such claims or suits involving the Town Manager in his professional capacity.

C. This section shall survive the termination of this Agreement.

Section 12. Non-Renewal of Agreement.

A. If the Board decides not to renew this Agreement at its termination, the Board shall give the Town Manager written notice of its intent not to renew this Agreement at least six (6) months in advance of the Agreement's scheduled termination date. If the Board fails to give such written notice, this Agreement and its terms and conditions shall be extended for an additional one year period.

B. If the Board does not give a notice of non-renewal, and the parties fail to negotiate a successor contract by the scheduled termination date of this Agreement, this Agreement and its terms and conditions shall be extended for an additional one year period.

Section 13. Other Terms and Conditions of Employment.

A. All provisions of law of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Town Manager as they generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Town Manager, except as otherwise provided in this Agreement.

B. All other general provisions of the Town's By-Laws relating to fringe benefits shall also apply to the Town Manager as they apply to other employees of the Town, in addition to the benefits enumerated specifically for the benefit of the Town Manager, except as otherwise provided in this Agreement.

C. This Agreement shall prevail over any conflicting personnel provisions of the Town By-Laws or Rules and Regulations.

Section 14. 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 employees of the Town.

Section 15. Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows (unless and until either party notifies the other party of a different address that should be used for purposes of this Section):

TOWN: Chair of Board of Selectmen
Town of Weston
P.O. Box 378
Weston, MA 02493

TOWN MANAGER: Leon A. Gaumond Jr.
58 Church Street
Ware, MA 01082

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 16. General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties. This Agreement may be amended or modified only by a written instrument executed by the parties hereto or by their successors and assigns.
 - 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 the purposes of the Fair Labor Standards Act, the Town Manager shall be an "exempt employee."
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IN WITNESS WHEREOF, the Board of Selectmen of the Town of Weston and Leon A. Gaumond, Jr., the Town Manager, have signed and executed this Agreement, both in duplicate.

TOWN OF WESTON
Acting by and through
Its Board of Selectmen

TOWN ~~MANAGER~~ //

LEON A. GAUMOND JR.

[Signature]
Chair, Board of Selectmen

DATE: 8/1/18

DATE: 7/31/18

Attest to Signature:

[Signature]
Town Clerk

DATE: 8/1/18

Approved as to Legal Form

[Signature]
Town Counsel

DATE: 8/6/18

I certify there is an appropriation in Account
to fund this contract.

[Signature] 7/31/2018
Town Accountant

DATE: _____

ICMA CODE OF ETHICS

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Serve the best interests of the people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2018.

Chapter 80 of the Acts of 2001

AN ACT ESTABLISHING THE POSITION OF TOWN MANAGER IN THE TOWN OF WESTON.

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. There shall be established in the town of Weston the office of town manager, who shall be appointed by the board of selectmen for a term not to exceed 3 years, as the board may determine, and may be appointed for successive terms of office. The town manager shall be a person of demonstrated ability with administrative experience in public management or business administration and who is qualified by reason of education and experience. The town manager shall devote full time to the duties of said office and shall not engage in any other business or occupation during the term of his employment by the town. The town manager shall hold no elective office in the town during his tenure as town manager, but the board of selectmen may appoint the town manager to any nonelective office or position consistent with the responsibilities of the town manager. Before entering upon his duties, the town manager shall be sworn to the faithful and impartial performance thereof by the town clerk.

The board of selectmen may from time to time establish additional qualifications for the office of town manager. To the extent permitted by law, the terms of the town manager's employment may be the subject of a written agreement between the parties setting forth the length of service, compensation, vacation, sick leave, benefits, and such other matters, excluding tenure, as are customarily included in an employment contract.

The board of selectmen shall set the compensation of the town manager, not to exceed the amount appropriated by the town meeting.

SECTION 2. The town manager shall be the chief administrative officer of the town. The town manager shall be responsible to the board of selectmen for the effective management of all town affairs placed in the town manager's charge by this act, the board of selectmen, or vote of the town meeting. The town manager shall be responsible for the implementation of town policies established by the board of selectmen. The functions and duties of the town manager shall include, but not be limited to, the following:

(a) Supervise all town departments under the jurisdiction of the board of selectmen and direct the operations of the town. The town manager may assume responsibilities falling under the jurisdiction of other officers, or elected or appointed boards or committees as those boards and the board of selectmen may jointly approve. This section shall not apply to employees of the school department and to the statutory responsibilities and functions of the school committee.

(b) Transfer personnel within departments under the jurisdiction of the board of selectmen, with its approval. The town manager may transfer personnel under the jurisdiction of other elected boards or commissions as the board of selectmen and such other boards or commissions having

jurisdiction thereof jointly approve. All personnel transfers of positions shall be subject to chapter 31 of the General Laws.

(c) Appoint all town officers and employees whose appointments are not otherwise provided for in this act. The town manager shall also organize and implement the hiring process, which shall include the preparation of position descriptions in consultation with the relevant appointing authority, where applicable, and shall set compensation, recruit, interview and, where required, test.

(i) The board of selectmen shall appoint the town manager, town counsel, multimember boards and committees under the jurisdiction of the board of selectmen, and the metropolitan area planning council representative, and shall retain the authority to appoint individuals to, to dismiss individuals from, and to fill vacancies in such positions without reference to the operation of paragraphs (ii) to (vi).

(ii) The town manager shall recommend to the board of selectmen for its appointment candidates for the positions of town clerk, chief of the fire department, forest warden, police chief, and director of public works. The board of selectmen shall approve or disapprove the recommendation by a majority vote, and shall not appoint any individual to 1 of these positions who has not been recommended for that position by the town manager.

(iii) Positions of department heads, or in the absence of department heads, chief staff employees, for elected or appointed boards other than the board of selectmen, at Grade 6 or above in the town's personnel classification plan, shall be appointed by their respective board by majority vote, with the concurrence of the town manager.

(iv) The town manager may conduct interviews for positions described in paragraphs (ii) and (iii), with the relevant board, as the town manager and such board shall mutually agree. Neither the town manager nor the respective board shall dismiss an individual from 1 of the positions set forth in paragraphs (ii) and (iii) without the concurrence of the other.

(v) Notwithstanding the foregoing:

~~(1) the town clerk shall retain the authority to appoint, dismiss, and fill vacancies in the position of assistant town clerk;~~

~~(12) the town moderator shall retain the authority granted by town meeting vote or by by-law to appoint and fill vacancies in such offices, committees, or boards as specified thereby; and~~

~~(23) the library board of trustees, in consultation with the town manager, shall retain the authority to appoint and dismiss the library director, and all other library employees shall be appointed and dismissed by the library director in consultation with the town manager.~~

(vi) All other employees shall be appointed and dismissed by their respective department head, or in the absence of a department head, by the chief staff employee, in consultation and

concurrence with the town manager and in accordance with employment practices established by the town manager.

(d) Except as to the board of selectmen, every elected or appointed town board shall directly supervise its department head, or in the absence of a department head, its chief staff employee, except with respect to personnel, financial and administrative technology practices in their departments, as to which the town manager shall have supervisory authority. All other employees shall be supervised by the town manager, his designee, or by the department head, or the chief staff employee of their department.

(e) The town manager may reorganize, consolidate, establish, or abolish any department or position under the town manager's direction or supervision, at his discretion and with the board of selectmen's approval. With the approval of both the board of selectmen and finance committee, the town manager may transfer all or part of any unexpended appropriation of a discontinued department, board or office to any other town department, board or office under the board of selectmen's jurisdiction.

(f) The town manager, may, at his discretion and with the approval of the board of selectmen, establish a consolidated department of finance responsible for the coordination and overall supervision of all fiscal and financial affairs of all agencies of town government and may appoint a director of finance; but the terms of persons holding the position of accountant, auditor or comptroller, treasurer, collector or assessor on the effective date of this act shall not be shortened by reason of the consolidation.

(i) The department of finance may include the functions of the offices of accountant, treasurer and collector, and assessors, and may also include the following: coordination of all financial services and activities; maintenance of all accounting records and other financial statements; payment of all obligations; receipt of all funds due; assistance to all other town departments and offices in any matter related to financial affairs; monitoring of the expenditure of all funds, including periodic reporting to appropriate agencies on the status of accounts; supervision of all purchases of goods, materials and supplies and maintenance of inventory controls; supervision of data processing facilities; and any other matter relating to municipal finance as the town manager may determine necessary or desirable.

(ii) The town manager may appoint a director of finance for a term of 1 year. The director of finance shall be especially fitted by education, training, and experience to perform the duties of the office, and, may, at the discretion of the town manager, serve as the head of any division within the department, or the town manager may designate a person to serve as head of 1 or more divisions within the department. The director of finance, in consultation and concurrence with the town manager, may hire such other personnel as necessary to staff the department. The powers and duties of the director of finance as designated by the town manager may include, but not be limited to, the following:

(1) coordinate and operate, in accordance with applicable statute, by-law, code and accepted practice, the financial functions of all town departments and agencies, and supervise the

following functions of accounting, treasury, tax collections, assessing, budgeting and procurement;

(2) work with the town manager and board of selectmen to develop strategic financial plans and policies;

(3) plan, organize, and provide administrative direction for all financial functions;

(4) receive all requests made for the expenditure of town funds from every office and agency and assemble all such requests into a complete projected budget for all town funds and activities for the ensuing fiscal year;

(5) compile and submit an annual operating budget to the town manager, which shall show in detail the estimated income from the proposed property tax levy and from every other source by category; and

(6) provide general oversight, throughout the year, of the expenditure of all town funds pursuant to such budgets and expenditures as authorized by town meeting.

(g) Administer, either directly or through a person appointed by him, all provisions of general and special laws applicable to the town, and by-laws and votes of the town within the scope of his duty, and all rules and regulations made by the board of selectmen.

(h) Establish control and data systems appropriate to monitoring expenditures by town boards and departments to enable the town manager to make periodic reports to the board of selectmen and the finance committee on the status of the town's finances.

(i) Develop and administer a personnel system, including, but not limited to, the development and implementation of an ongoing training program, personnel and hiring policies, practices, and regulations for town employees.

(j) Oversee preparation of the draft town budget and submit it with written comments and recommendations to the board of selectmen and finance committee by such date or dates as may be determined by the board of selectmen.

(k) Negotiate collective bargaining contracts on behalf of the board of selectmen, which contracts shall be subject to approval, ratification and execution by the board. The board of selectmen may authorize use of additional persons to assist the town manager in the negotiations at its discretion.

(l) Administer and enforce collective bargaining agreements, and personnel rules and regulations, and by-laws adopted by the town.

(m) Act as the chief procurement officer under the provisions of chapter 30B of the General Laws, responsible for the purchasing of all supplies, materials, and equipment for the town, including the bidding and awarding of all contracts, except for the school department.

(n) Attend all regular and special town meetings, unless excused therefrom by the board of selectmen.

(o) Cause full and complete records of meetings of the board of selectmen to be taken and maintained, and compile reports of the meetings as requested by the board of selectmen.

(p) Exercise general supervision over the personnel, organization, systems and practices of the board of selectmen's office.

(q) Act as the liaison with and represent the board of selectmen before state, federal and regional authorities.

(r) Approve all warrants or vouchers, including payroll warrants, for payment of town funds submitted by the town accountant.

(s) Award and execute all contracts for designer services and construction of town buildings, including school buildings, consistent with provisions of the permanent building committee by-law.

(st) Perform any other duties consistent with his office as may be required by by-law or vote of the town or by vote of the board of selectmen.

The chief staff employee of each town department shall be a member of the town manager's administrative staff for the purpose of assuring common town personnel, financial, administrative and technology use practices, and for the purpose of fostering effective communications among town departments.

SECTION 3. A vacancy in the office of town manager shall be filled as soon as practicable by the board of selectmen. When a vacancy exists, the board of selectmen may appoint by a majority vote of the entire board a suitable person as acting town manager during the period of the vacancy.

SECTION 4. The procedure for filling a vacancy in the office of town manager shall be as follows:

(a) The board of selectmen may reappoint an incumbent town manager without a screening committee.

(b) The board of selectmen shall appoint a screening committee to consider applicants for the position. The committee shall be composed of 5 registered voters of the town of Weston.

(c) The screening committee shall:

(i) receive and review all applications for the position of town manager;

(ii) select applicants for interviews;

- (iii) conduct 1 or more preliminary interviews with the selected applicants;
- (iv) investigate the experience, qualifications and reputation of applicants deemed eligible for consideration as finalists;
- (v) evaluate the applicants in relation to the established job description for the position and criteria specified by the board of selectmen;
- (vi) report in writing to the board of selectmen a summary of its activities; and
- (vii) present to the board of selectmen in writing a list of not more than 5 nor, if reasonably practicable, fewer than 3 applicants deemed qualified for the position of town manager.

(d) The board of selectmen shall then interview in public meeting the applicants recommended by the screening committee. The board of selectmen may conduct such further investigation and examination of applicants as it determines and may appoint a town manager from the screening committee's list. If the board does not appoint a town manager from the list, it shall prepare and file in its records a written statement of the reasons for its decision. The screening committee shall then be requested to provide a recommendation of not more than 3 other applicants whom it considers qualified. The board of selectmen shall consider such applicants in the same manner as those first recommended.

(e) The board of selectmen shall not appoint to the position of town manager a person who has not received a recommendation from the screening committee except by unanimous vote of the board.

SECTION 5. The board of selectmen may remove the town manager by the majority vote of the entire board. At least 30 days before such proposed removal shall become effective, the board of selectmen shall file a preliminary written resolution with the town clerk setting forth the specific reasons for such proposed removal. The town clerk shall forthwith deliver to the town manager a copy of such resolution, or cause it to be delivered by registered mail at his last known address. The town manager may file with the board of selectmen, within 7 days after receipt of the copy, a written request for a public hearing to be held not earlier than 10 nor later than 20 days after the filing of the request. After such public hearing, if any, or otherwise at the expiration of 30 days following the filing of the preliminary resolution, and after full consideration, the board of selectmen, by the majority vote of the entire board, may adopt a final resolution of removal. In the preliminary resolution, the board of selectmen may suspend the manager from duty, and at its discretion, shall determine whether the suspension will be with or without pay.

SECTION 6. Section 4 of chapter 582 of the acts of 1978 is hereby amended by inserting after the word "employees", in line 2, the following words:- with the concurrence of the town manager.

SECTION 7. Section 1 of chapter 261 of the acts of 1995 is hereby amended by inserting after the word "selectmen", in line 10, the following words:- or town manager.

SECTION 8. Section 2 of said chapter 261 is hereby amended by striking out, in line 6, the words "said board of selectmen" and inserting in place thereof the following words:- the town manager.

SECTION 9. Section 5 of said chapter 261 is hereby amended by striking out, in lines 5 and 6, the words "; supervision of engineering services of the town".

SECTION 10. Paragraph (b) of section 6 of said chapter 261 is hereby amended by striking out, in line 3, the words "town engineer,".

SECTION 11. Section 7 of said chapter 261 is hereby repealed.

SECTION 12. All special acts, by-laws, rules and regulations which are in force on the effective date of this act that are not inconsistent with the provisions of this act shall continue in full force until amended or repealed. If any provision of this act conflicts with any provisions of any special act, by-law, rule or regulation of the town, the provisions of this act shall govern.

SECTION 13. This act shall take effect upon its passage.

Approved August 29, 2001.

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