

TOWN OF GILL

MASSACHUSETTS



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SELECTBOARD MEETING MINUTES

May 15, 2012

Minutes of an Executive Session

Present: John Ward, Randy Crochier, and Ann Banash, Selectboard members; Ray Purington, Administrative Assistant; David Hastings; Police Chief

The executive session convened at 4:30p.m. The Chief was asked to give the Board some time alone so that they could review comments received from Town Counsel earlier in the day.

Ray reported on feedback from Town Counsel: 3.1.B should not use the word "defend", since it creates the potential for having to choose between a breach of contract or a conflict of interest. If both the Town and Chief are sued, and they need to use different defenses, it would be a conflict for the Town to hire the Chief's lawyer. But with "defend" in the contract, to not do so could be a breach. Counsel pointed out that MGL 258-9, referenced in 3.1.B, does protect from personal financial loss and includes legal fees and costs.

Counsel advised that 3.1.D shouldn't reference MGL 41-1080, since its provisions for 1-year's notice only apply to situations when there is no contract.

Chief Hastings rejoined the meeting at 5:05pm.

The Board and Chief discussed the changes made between yesterday and today. The changes were mutually acceptable, but Ray was asked to contact Town Counsel by cell phone to get one final clarification on 3.1.B. Ray did so, and reported that while the contract does not include the word "defend", MGL 258-9 does provide for the Chief's defense in all the same ways that could be legally done if "defend" was there.

During a review of the final draft, it was noted that 2.1.F.b sounds awkward with vacations that "may be automatically cancelled." The Chief and Board agreed to strike "automatically" and initial the deletion, rather than reprint the contract. It was also discussed that while 3.1.E was not modified to include payment of comp time, it was mutually understood that comp time has been and remains a payable benefit, and would be paid in accordance with the terms of 3.1.E.

The Board and Chief indicated that the updated contract looked acceptable, and that both sides were ready to sign it once out of executive session.

John made a motion, seconded by Ann, to adjourn the executive session. A roll call vote was taken: Ann – aye; Randy – aye; John – aye. Motion carried by unanimous vote. The Board left executive session at 6:03pm and returned to open session.

Minutes respectfully submitted by Ray Purington, Administrative Assistant.


Ann H. Banash, Selectboard Clerk