



**Board of Selectmen**  
**Board of Selectmen Meeting Minutes**  
**February 16, 2021**  
**NOTE: This was a Remote Participation Meeting**

The regular meeting was called to order at 5:30 p.m. by Chairman Mark Forest.

In attendance were Selectmen Mark Forest, Michael Stone, Erik Tolley, Tracy Post, Daniel Horgan, and Interim Town Administrator Robert C. Lawton, Jr.

Item number 1. It was moved by Ms. Post, seconded by Mr. Tolley, that the Board of Selectmen go into executive session, pursuant to MGL chapter 30A, section 21(a), subsection 2, to conduct contract negotiations with nonunion personnel (the Town Administrator); pursuant to MGL chapter 30A, section 21(a), subsection 3, to discuss strategy with regard to Comcast cable contract bargaining update; and pursuant to MGL c. 30A, section 21(a), subsection 3, to discuss strategy with respect to collective bargaining (Police Officer Union). Once finished, the Board would then return to open session.

On a roll call vote: Mr. Stone, yes; Mr. Tolley, yes; Ms. Post, yes; Mr. Horgan, yes; Mr. Forest, yes.

Open session adjourned 5:35 p.m.

Respectfully submitted,

Robert C. Lawton, Jr.



## **Board of Selectmen** **Executive Session** **February 16, 2021**

*The Yarmouth Board of Selectmen will enter into executive session pursuant to MGL c. 30A, s. 21(a) (2) to discuss contract negotiations with non-union personnel (Town Administrator); pursuant to MGL c. 30A, s. 21(a) (3) to discuss strategy with regard to Comcast cable contract bargaining update; and pursuant to MGL c. 30A, s. 21(a) (3) to discuss strategy with respect to collective bargaining (Police Officer Union).*

*This session was conducted via a Zoom meeting.*

The executive session was called to order by Chairman Mark Forest at approximately 5:35 p.m. In attendance were Selectmen Forest, Stone, Tolley, Post, Interim Town Administrator Robert Lawton. For the Police Contract discussion only: Police Chief Frank Frederickson, and Deputy Chief Kevin Lennon, and Finance Director Eduard Senteio.

### Item 1: Town Administrator Contract

Mr. Stone reported that an agreement in principle had been reached with Mr. Whritenour, and that Mr. Whritenour had accepted the following terms. The salary would be \$180,000, and there would be an annual review, with no annual cost-of-living increase. Based upon a successful review, deferred compensation would be granted at the level of \$5000 for each of the three years for the initial contract. If an additional one or two-year contract is authorized, the Board of Selectmen would consider an increase of \$10,000 each of the two years into deferred compensation, based upon a successful annual review. Vacation would start at five weeks; sick days would accrue at the same rate as non-union personnel with no limit on carryover. However, when Mr. Whritenour leaves his position, whether by resignation, retirement, or nonrenewal, there would be no cash payout for unused sick time. For out-of-state travel, it was agreed that funding would be provided subject to approval in each instance by the Board of Selectmen. It was also agreed that there would be a five months' severance notification and payment. Regarding vacation time, Mr. Whritenour wanted five weeks' vacation. The Town's position was four weeks. There would be a carryover of two weeks. Mr. Forest stated five weeks with a two-week carryover would be acceptable; Ms. Post, four weeks with a two-week carryover; and Mr. Tolley, five weeks with a two-week carryover, as long as the other items the Board wished to adjust were acceptable. Mr. Stone stated that regarding sick leave, the Town's position should be that Mr. Whritenour would receive the same as non-union employees under the personnel code, with the carryover of any sick time to be the same as non-union personnel. As a show of Mr. Whritenour's commitment to the agreement, he signed the final draft of the agreement.

On a motion by Ms. Post, seconded by Mr. Horgan, the Board of Selectmen approved the final contract negotiated by Mr. Stone and Mr. Tolley. On a roll call vote: Ms. Post, yes; Mr. Horgan, yes; Mr. Tolley, yes; Mr. Stone, yes; Mr. Forest, yes. It was agreed that the Board of Selectmen would publicly sign the contract at the next public meeting, subject to Town Council review.

### Item 2: Comcast Negotiation Update

Mr. Lawton reviewed the memo provided to the Board of Selectmen, attached, outlining the status of negotiations. He stated that there would be a meeting within the next week or two with Comcast to attempt to finalize the agreement.

Item 3: Police Patrol Officer Contract

The Police Chief reviewed the cost for the proposed contract. He stated that in FY2021 the initial cost would be \$311,994. As stated during the last meeting, the contract cost is front loaded in the first year of the three-year agreement. Funding would be taken from a recent Special Town Meeting article, which authorized funding of union contract settlements. There were questions to Mr. Senteio and to Chief Frederickson regarding the cost of the contract and cost for succeeding years, which would be in the range of \$140,000 in FY2022 and in FY2023.

It was moved by Ms. Post, and seconded by Mr. Tolley, to approve the negotiated contract between the Town and the Patrol Officers Union, subject to review and final wording by Special Bargaining Counsel. It was so voted: Ms. Post, yes; Mr. Tolley, yes; Mr. Stone, yes; Mr. Horgan, yes; Mr. Forest, yes.

As there was no further business to come before the executive session, it was moved by Ms. Post, seconded by Mr. Horgan, to adjourn the executive session and to return to open session. It was so voted: Mr. Stone, yes; Ms. Post, yes; Mr. Tolley, yes; Mr. Horgan, yes; Mr. Forest, yes.

The executive session adjourned at 6:30 p.m.

Respectfully submitted,

Robert C. Lawton, Jr.  
Interim Town Administrator