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**MEETING NOTES
TOWN OF BELMONT
BELMONT MUNICIPAL LIGHT BOARD
TOWN HALL
SELECTMEN'S MEETING ROOM
Monday, January 9, 2017
5:00 P.M.**

I. CALL TO ORDER

Chair Paolillo called a regular meeting of the Municipal Light Board to order at 5:15 P.M.

Present:

MLB – Chair Mark Paolillo, Vice Chair Sami Baghdady, Member Jim Williams

LBAC – Chair Steve Kliionsky, Members Robert Forrester, Roy Epstein, Ralph Jones (quorum)

Belmont Light – General Manager Jim Palmer, Staff Aidan Leary, Consultant Patricia McGovern

II. DISCUSSION ON GENERAL MANAGER PROFESSIONAL DEVELOPMENT

Paolillo stated that the only item on the agenda was discussion of an amendment to the current contract in place with Palmer, specifically as it relates to professional development. At a previous Light Board meeting, the Board had agreed to a 3% merit increase for Palmer but deferred discussion on a performance bonus for the successful completion of the Substation & Transmission Project. Paolillo said that in lieu of such completion bonus, Palmer had asked the Board to consider a change to his employment contract, which entailed retroactive and prospective financial components surrounding his earning a Master's Degree from Boston University.

McGovern stated that the current contract was based on a course system that fit well for Palmer's predecessor. She said that Palmer's program is different because you cannot determine how much each course will cost because it is a pod and module system that does not translate. Going by the wording of Palmer's current contract, Palmer would be reimbursed approximately seventy-five percent for the entirety of his degree. McGovern said that the requested contract language change (see below) states that Palmer would be reimbursed for the programs that he had taken already and had received only seventy-five percent reimbursement for and that the

Town would pay Boston University directly for Palmer's one remaining program. She said that the same parameters apply in terms of proof of enrollment and grade point.

Paolillo reviewed the proposed language changes to Palmer's contract (see below). Paolillo asked whether the Town would have recourse to recover funds from Palmer if Palmer did not achieve a grade point of 3.0, as stipulated in the proposed amendment. McGovern confirmed that that was the case.

Forrester presented a summary of the financial effect of the proposed language change (see below), based on figures that Palmer had provided. The reimbursement under the current clause included \$40,000 that had been paid to date and \$35,000 remaining for Palmer's program to be fully paid. Under the proposed change, the Town would reimburse Palmer \$12,527.33 for payments that he had previously made to Boston University and would pay the full \$47,500 remaining for Palmer's program, instead of \$35,000. The effect of the proposed language would be that the Town would pay an additional \$25,027.33 for Palmer's professional development. The group continued to discuss the figures surrounding this topic.

Baghdady asked who drafted the proposed language. McGovern responded that she did herself. Baghdady asked who negotiated the language. Paolillo said that the Board was negotiating the language right now. Palmer said that some of the language was a carryover from a discussion at a previous meeting of the Board. He said that the original intent of the General Manager's contract was to have one hundred percent reimbursement. Paolillo said that while the current contract does not refer to a cap of seventy-five percent, it does refer to a \$3,500 cap per course, which results in the Town having paid seventy-five percent. He said that he did not believe that the intent was to cap reimbursement at seventy-five percent.

Paolillo said that the figures being presented were consistent with what he had been thinking for a completion bonus, so he was comfortable with the revision to the Professional Development section of the General Manager's contract.

Baghdady stated that absent a town-wide policy on bonuses, he was against a completion bonus for Palmer when it was not in his contract. He said there are a number of other managers and directors in town and it would not look right, without a town-wide policy, to give one General Manager a bonus and not give one to all of the other managers and directors. He said that the big picture is that the revision will cost ratepayers an additional \$25,000 and that the purpose of the professional development was to improve the General Manager's duties at Belmont Light. He said that since the coursework continues until June 2017 and Palmer's contract expires in April 2017, the Town may not see the benefit of that education to Belmont Light. He continued by saying that Palmer was supposed to have given notice to the Board of his intent to continue as General Manager after his contract expires and that Palmer has not provided that notice yet.

Williams stated that while he appreciated Baghdady's concerns, this conversation was overdue. He said that he was not aware of any other project that any other department head had been

tasked with on the scale of the substation and transmission project. He said that he personally did not think that \$25,000 was enough for the job that Palmer had done. He asked what would happen if the Board does not come to an agreement on a new contract with Palmer before April 30, 2017 but did agree to the Professional Development revision. McGovern said that if the revision is approved but an agreement for a new contract is not signed, the future professional would still be paid for and Palmer would be reimbursed unless the Board were to vote on different language to be inserted into the Professional Development clause.

Paolillo said that Belmont Light is paying seventy-five percent of Palmer's education anyway and that they had seen the benefit of that education already. Baghdady suggested that if the Board were to increase the professional development reimbursement, it should negotiate that aspect into Palmer's next contract. McGovern said that this revision should be viewed as a solution to an existing problem, that of a completion bonus for the substation and transmission project.

Paolillo reviewed the substation and transmission line project and said that Palmer should be recognized for the successes throughout that project. He said that the Board had already agreed to provide for Palmer's professional development. Baghdady pointed out that Palmer also makes significantly more than his predecessor, whose contract was used as the basis for Palmer's. Williams said that in the span of the next General Manager's contract, there will be another large project – the decommissioning of existing substations. He said that he was not aware of any projects that other department heads are undertaking on the scope of these projects.

Williams moved to approve the Amendment to Section 6 of the Professional Development section of the General Manager's current contract to include the provision as written into the minutes. Baghdady seconded. Paolillo and Williams voted in favor of the motion. Baghdady voted against the motion. The motion was approved with a vote of 2-1.

Paolillo and Palmer reviewed the process for putting the revision into effect. Paolillo and Williams signed the agreement. Palmer thanked the Board for their consideration.

III. ADJOURNMENT

The Board moved to adjourn at 5:56 PM.