

## Nancy Kramer

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**From:** W Alexander <subtextvt@gmail.com>  
**Sent:** Saturday, September 19, 2015 8:13 AM  
**To:** Nancy Kramer  
**Cc:** Chipper Ashley; Linda Cook; Steve Flanders; Mary Layton  
**Subject:** Re: SB Agenda for 9/23

Nancy - I've copied the Selectboard members for whom I have email addresses, but I don't have Dan Goulet's and some others may be old or out of use, please forward to the appropriate emails.

To the Selectboard:

Chris Katucki and I reviewed the CATV record of your meeting on September 9th and the 19 minute discussion of the Town Manager's contract. Neither of us will be attending the September 23rd meeting but we want to address several points of confusion which appeared on the CATV recording.

1) Neither of us are offering ourselves as legal counsel for the Town. Neither of us are currently practicing attorneys, municipal and labor law were not our specialities when we did practice, so we offer our views only as citizens;

2) The legal basis for entering Executive Session and the specific motions to be made before entering Executive Session from a public meeting are summarized very well in paragraphs 18-22 here: [http://libraries.vermont.gov/sites/libraries/files/PublicLibraries/Trustees/VLCT\\_Open\\_Meeting\\_Law\\_FA\\_Qs\\_June\\_2014.pdf](http://libraries.vermont.gov/sites/libraries/files/PublicLibraries/Trustees/VLCT_Open_Meeting_Law_FA_Qs_June_2014.pdf)

3) My offer to join you in Executive Session was based on my belief that you are already in contract negotiations with the Town Manager simply due to the fact that there are fundamental contract questions in debate:

- Is there documentary evidence of a binding legal agreement between the current Town Manager and the Town?
- If so, what are the specific provisions of that agreement?
- Is there documentary evidence to support the specific contract terms this Town Manager asserts are currently in effect between himself and the Town?
- Is the Town Manager an "at will" employee of the Town?
  
- Does Nelson v Town of St. Johnsbury — [http://info.libraries.vermont.gov/supct/current/op2013-386.html#\\_ftn1](http://info.libraries.vermont.gov/supct/current/op2013-386.html#_ftn1) — alter that "at will" status?
- Specifically, doesn't paragraph 9 of that decision limit the Nelson holding to those instances where there is an "absence of a contract between the manager and the town"?

So here's our suggestion:

We believe it is important that you retain a labor attorney to review the bullet points above. You may find VLCT legal services can answer the last bullet point as long as it is posed as a general question and not a specific review of this contract.

We believe it would be more cost effective and much quicker to ask the Town Manager to provide documentary evidence of the contract provisions he asserts are now in effect for which we were unable to find support. He's in the best position to do so and by far the most qualified to know the documentary record. Ideally, your request would set a date for that report with enough time that you could share it with town counsel ahead of your meeting on October 14th.

Given the summary work we've done — and our suggestion in the paragraph above -- we think a labor lawyer could be up to speed to answer your questions in Executive Session on October 14th.

This frees up your September 23rd Executive Session to focus entirely on the evaluation process. It also allows time hire a town attorney for these labor questions and have that professional guidance available for an October 14th Executive Session.

Hopefully, together these actions will help bring issues quickly into view and, in good faith, to mutually acceptable professional resolution.

Watt Alexander