

JOINT BOARD SPECIAL MEETING
Rockingham Selectboard & Bellows Falls Village Trustees
Tuesday, November 8, 2016

Present:

Selectboard: Lamont Barnett, Joshua Hearne, Ann DiBernardo, Stefan Golec, Peter Golec
Trustees: Myles Mickle, Colin James, Evelyn Weeks, Steve Adams, Stefan Golec

Also Present: Willis D. Stearns, II, Municipal Manager; Kerry Bennett, Recording Clerk; Village Attorney Ray Massucco; Town Attorney Steve Ankuda; Attorney Richard Carroll; Highway Superintendent Michael Hindes, Police Chief Ron Lake; Wastewater Chief Rob Wheeler; Finance Assistant Nicole Gay; Deborah Wright; Hope Brissette; Richard Doyle; Terry Keefe; Jim Mitchell; Wendy Harty; Douglas MacPhee; Tom MacPhee; Nancy & Jim McAuliffe; Sue Martin; Katie Dearborn; Betty & Hugh Haggerty; Wade Masure; Nancy Kovaleff; Susan Hammond

Press: KMO, FACT8; Joel Slutsky, The Shopper; Tory Jones Bonenfant, Eagle Times

Call to Order: Meeting was called to order at 6:00 p.m. by Village President Myles Mickle

Additions to the Agenda for Routine Administrative Matters and/or Pressing Matters that will require ratification at a future meeting:

- Mickle noted that the Executive Session warned for the end of the meeting will be moved to the beginning.

Approve Minutes of October 11, 2016 & November 3, 2016: *Colin James made the motion to approve the minutes of October 11, 2016 & November 3, 2016 as printed. Motion was seconded by Evelyn Weeks. Jim Mitchell stated that the minutes of Thursday, November 3 were incorrect, that the meeting did not get out until after 11:00 p.m. Several board members noted that the minutes reflected the correct time and Mitchell was incorrect. Deborah Wright noted that she had filed a Complaint of Alleged Open Meeting Law Violation regarding the November 3, 2016 meeting that the two boards are supposed to have two motions, two seconds and two votes and this action is recorded in the minutes of that meeting. Barnett noted that the violation is on the agenda. James stated that the Board would address this. Mickle called for a vote on the motion. Motion passed. Peter Golec asked if there should be a separate motion from the Selectboard. Barnett asked Town Attorney Steve Ankuda to address Joint Board motions and votes on organization items like minutes, entering executive session, etc. Ankuda noted that to the extent that this is a Joint Board and this is a public body. Ankuda stated that it may be a board composed of the members of both boards but it is a public body. For example, if each board appointed 3 members to serve on a committee, that committee would be one public body. Therefore, if this group is acting as a Joint Board, it is acting as a public body and anyone can make motions, anyone can make a second and it doesn't have to be done twice. Ankuda also reminded the Board that what they do together does not constitute action by either municipal entity so if one board votes to do something that does not mean that the Selectboard on its own has voted to do this. Ankuda also noted that in reality there is not much that the Joint Board does as far as substantive issues. Ankuda stated that he believes this applies to Deborah Wright's*

complaint and he is not convinced there is a violation when 2 members of the Joint Board, one moves and one seconds, regardless of where they came from, makes a motion to go into executive session. However, because it is cloudy, and there is no sense in throwing away more money litigating over things that mean nothing to anyone except one or two people who want to complain, he would recommend that until the legislature says it again more clearly, or a court interprets it, that both boards vote independently to go into executive session at a Joint Board Meeting, even though it doesn't make sense in the big picture. Barnett stated he would not entertain a motion from the Selectboard to accept the minutes of October 11, 2016 and November 3, 2016 as printed. *Peter Golec made the motion that the Selectboard approve the minutes of October 11, 2016 and November 3, 2016 as printed. Motion was seconded by Joshua Hearne. Motion passed.*

Public Comment on items not on the Agenda – 3 minutes per person:

- Jim Mitchell stated that he was unable to gain access to the Town Hall for a meeting last evening and it took him 15 minutes to get into the building. Mitchell stated that he has addressed this in the past and had filed a complaint with the Human Rights Commission and an agreement was made. Mitchell stated that the Federal ADA laws subscribe to a first offense of a \$55,000 fine and if the Board wants to start throwing that kind of money away he is willing to oblige. Mickle thanked Mitchell for bringing this to the Board's attention.
- Deborah Wright stated that based on what was just stated about the minutes that the Board would not be addressing the below Complaint of Alleged Open Meeting Law Violation as the Board and counsel have already addressed this. Wright stated that she respectfully disagrees as the Secretary of State in the past has already stated that the two boards should take individual motions and action during a Joint Board meeting and something as simple and not even required as voting separately for minutes as it has also been determined in the past that the secretary makes the minutes and the Board does not have the right to tell her to change the minutes and approval by the Board is not required. Wright noted that for that the Board makes separate motions but for something as serious as an executive session there was only one motion and felt it to be a rush to judgement and an improper action and still disagrees. Wright also reminded the Board that a motion in 2006 to combine finances of the Town & Village was only done as one Board and had to be ratified several years later. Mickle thanked Wright and noted that the attorney's advice earlier this evening was to be better safe than sorry and make 2 motions. Mickle apologized and stated that the Board does not take this lightly. Barnett stated that the Board is only human and sometimes things are overlooked and asked that if anyone observes the Board not taking the correct action that it would be much easier to remind the Board at that time instead of filing a complaint against the Board.
- Mitchell stated that he was told that there has been a settlement reached with former Municipal Manager Cullenen and a check has been cut and asked the Board if this was true. Barnett & Mickle both stated that this was not true to their knowledge. Mitchell asked Stearns to respond. Stearns stated that there has not been any settlement.

- Jim McAuliffe noted that there is a rumor that the Selectboard wants to fire Chip Stearns. McAuliffe stated that he is present as a resident of the Town of Rockingham and lives in the Village of Bellows Falls and stated that in his opinion Stearns has done a terrific job as manager of the Town & Village, that he brings intelligence and a tremendous work ethic to his job and that results in things getting done. McAuliffe noted the infrastructure improvements, the water & sewer plant improvements and wanted to be on record saying what a great job he has done. McAuliffe also noted that everyone is human and there are likely issues between the Boards and the Manager from time to time but certainly when it is heard that the Board is going to fire him he is shocked. McAuliffe also noted that Stearns not only manages the Village and the Town but he also is the finance director and in the past this has been 2 full time employees at a significantly higher cost to the taxpayers. To quote that old adage, please don't throw the baby out with the bathwater.
- Doug MacPhee stated he was present for the same reason. MacPhee stated that he has lived in this community all his life and doesn't know why problems can't be resolved by sitting down and resolving them without dismissing managers or other people. MacPhee said he was 100% in support of Stearns and has been one of the best managers we have had.

Mickle stated that he is sorry that there are these types of rumors and this kind of discussion has to happen.

Response to Complaint of Alleged Open Meeting Law Violation: See above discussion

Executive Session: The appointment or employment or evaluation of a public officer or employee (but the public body must make a final decision to hire or appoint in an open meeting and it must explain the reasons for its final decision). 1 V.S.A. §313(a)(3)

After discussion about the number of motions that needed to be made and by whom, the following action was taken.

Peter Golec made the motion to find that premature general public knowledge of the appointment or employment or evaluation of a public officer or employee will clearly place the municipality at a substantial disadvantage by premature disclosure. Motion was seconded by Joshua Hearne. Motion carried.

Stefan Golec made the motion that the Rockingham Selectboard enters executive session at 6:30 p.m. to discuss the appointment or employment or evaluation of a public officer or employee (but the public body must make a final decision to hire or appoint in an open meeting and it must explain the reasons for its final decision). 1 V.S.A. §313(a)(3) and invite Attorney Steve Ankuda to attend. Motion was seconded by Peter Golec. Motion passed.

Steve Adams made the motion to find that premature general public knowledge of the appointment or employment or evaluation of a public officer or employee will clearly place the municipality at a substantial disadvantage by premature disclosure. Motion was seconded by Colin James. Motion carried.

Steve Adams made the motion that the Bellows Falls Trustees enters executive session at 6:30 p.m. to discuss the appointment or employment or evaluation of a public officer or employee (but the public body must make a final decision to hire or appoint in an open meeting and it must explain the reasons for its final decision). 1 V.S.A. §313(a)(3) and invite Attorney Ray Massucco to attend. Motion was seconded by Stefan Golec. Motion passed.

The Board came out of executive session at 7:05 p.m. No announcements were made at this time.

Agenda:

1. Request from Attorney Richard Carroll to postpone for at least one (1) week, any further action by the Joint Board (Rockingham Selectboard & Bellows Falls Village Trustees) regarding the Municipal Manager. Attorney Carroll stated he had no statement at this time.
2. Manager's Contract: *Steve Adams made the motion that the Bellows Falls Village Trustees agree to the Separation Agreement and Mutual Release. Motion was seconded by Evelyn Weeks. Motion carried.*

Joshua Hearne made the motion that the Rockingham Selectboard approves the Separation Agreement and Mutual Release. Motion was seconded by Ann DiBernardo. Motion carried.

Mickle read the Separation Agreement and Mutual Release as is shown below in its entirety.

Tom MacPhee noted that obviously the Board has just taken a vote to let the Manager go and he stated that it is the biggest mistake this board has ever made and will ever have to make in the future. MacPhee stated that Stearns covered a lot of territory over the last 2 years getting the Town out of major trouble with the Library, saved thousands of dollars over the course of the last couple of years wearing many hats. MacPhee also noted that the Selectboard has talked about wanting to save 2¢ on the tax dollar and feels that the Board will be raising it 10¢ just to recover the cost to employ finance, public works, and manager and asked who is going to administer all the bonds with water and sewer. MacPhee stated that the Board has made a big mistake. Mickle stated that this was a mutual agreement. MacPhee responded that he did not believe it was as mutual as they said.

Peter Golec stated he echo's MacPhee's comments and stated that it is going to cost this town going forward in tax money and it is also going to have ramifications down the road in the future.

SEPARATION AGREEMENT AND MUTUAL RELEASE

This Agreement is made and entered into between Willis D. Stearns, II and the Town of Rockingham and Bellows Falls Village Corporation (collectively the “Parties”).

WHEREAS, Willis D. Stearns, II is employed as the Municipal Manager and Finance Director for both the Town of Rockingham and Bellows Falls Village Corporation pursuant to a Employment Agreement dated as of July 1, 2015; and,

WHEREAS, all parties to that agreement wish to end the employment of Willis D. Stearns, II (hereinafter “Stearns”) as Municipal Manager and Finance Director for both the Town of Rockingham (hereinafter the “Town”) and Bellows Falls Village Corporation (hereinafter the “Village”) pursuant to the following terms and conditions;

NOW, THEREFORE, for valuable consideration given and received by all parties, the parties hereby agree as follows:

1. Pursuant to Section 9.1(e) of the Employment Agreement dated as of July 1, 2015 between Stearns, the Town and the Village, Stearns, the Town and the Village hereby mutually consent that Stearns’ employment shall cease effective November 8, 2016. This mutual consent is without a finding of fault or blame as to any party.
2. As a salaried employee, Stearns shall receive his regular (full) paycheck on November 17, 2016 for the pay period ending November 13, 2016.
3. Stearns shall receive in the November 17, 2016 payroll, all of his accumulated compensatory time and unused vacation time as of November 13, 2016.
4. The Town and the Village shall pay two additional months (ending January 31, 2017) of all Stearns’ benefits, including health, life and disability insurances.
5. In addition to his final paycheck and payment of his unused compensatory and vacation time, the Town and the Village shall pay Stearns a lump sum severance payment of one hundred eighty (180) days of salary at his current rate of pay. This payment shall be made either under the November 17, 2016 payroll or the December 1, 2016 payroll.
6. Stearns shall notify the payroll department no later than November 14, 2016 as to any changes in his deductions for his vacation and compensatory time payment and for his lump sum severance payment.
7. Stearns, the Town and the Village shall release each other as set forth herein from all claims related to his employment by the Town and the Village .
8. Both the Village and the Town shall provide Mr. Stearns with letters of recommendation. Those letters of recommendation shall include reference to the following:
 - a) From 2006 until 2012 Stearns was employed by the Town and the Village as a consultant on a variety of matters. Stearns served the Town and the Village as Finance Director since 2012 and Municipal Manager since April, 2013.

b) Stearns demonstrated an exceptional work ethic and worked diligently to fulfill his responsibilities.

c) In addition, the letters will reference at least several of the following:

-As a consultant beginning in 2006, Stearns worked to resolve more than 23 material weaknesses in the financial audits for years prior to 2006. He led the changes in the accounting methods and reporting systems and streamlined cash activities.

-As a consultant, Stearns oversaw the completion of the Town Hall Renovation when the Finance & Administration Director was removed.

-As a consultant, Stearns assisted in negotiations with a major property taxpayer to resolve a property tax appeal.

-Beginning in March, 2012, Stearns implemented processes to assist all departments in capital replacement planning and translated that into governing board action.

-Beginning in April, 2013 Stearns was appointed as acting Municipal Manager, in addition to Finance Director and has served in both capacities until the present, saving substantial expense.

-Stearns oversaw completion of the Rockingham Free Public Library renovation project, oversaw collection of losses from parties involved in that construction project and developed a process to resolve the cash deficit between the Town and the Library Trustees.

-Stearns' financial oversight and management resulted in clean financial audits for fiscal years 2011-2015.

-Stearns had responsibility to oversee the preparation of proposed annual budgets and carrying out of approved budgets.

-Assisted Town with successful negotiation of union contracts.

9. Mutual Release. The Parties hereby release and discharge the other from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorney's fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which any of the Parties has, or may have had, against each other, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omission related to and/or arising from up through the date of this Agreement:

a) all pending disputes between the parties with respect to Stearns' Employment Agreement and all issues relating to his performance as Municipal Manager and Finance Director;

b) all matters which could have been raised between the parties with respect to Stearns' Employment Agreement and all issues relating to his performance as Municipal Manager and Finance Director;

c) any other matters now existing between the parties which could have been raised in a legal action between the parties.

10. Acknowledgment of Settlement. The Parties acknowledge that (i) the consideration set forth in this Agreement, which includes, but is not limited to, the payments to Stearns set forth above, are in full settlement of all claims or losses of whatsoever kind or character that they have, or may ever had, against each other, as broadly described in the paragraph entitled “Mutual Release” above; and (ii) by signing this Agreement, and paying and accepting the consideration provided herein, they are giving up forever any right to seek further monetary or other relief from the other, as broadly described in the paragraph entitled “Mutual Release” above, for any acts or omission up to and including the date of this Agreement.
11. No Admission of Liability or Wrongdoing.
Parties acknowledge that this agreement and the payments set forth herein were agreed upon as a compromise and a final settlement of disputed claims and that ending the employment of Stearns on the terms set forth above and payment of the amounts set forth above are not, and may not be construed as, admissions of liability or wrongdoing by any of the Parties, and all parties to this Agreement acknowledge that the agreement is entered into based upon the mutual consent of all parties.
12. Governing Law. The Agreement is made and entered into in the State of Vermont and shall in all respect be interpreted, enforced and governed under the laws of the State of Vermont. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. It is agreed that this Agreement shall be construed with the understanding that all parties were responsible for drafting it. Any action brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction in the State of Vermont.
13. Costs and Fees. The Parties shall each bear their own costs and attorney fees incurred in connection with this Agreement and each waives the right to make a claim against the other for such costs, attorney fees, or any other expenses associated with the matters being settled herein.
14. Enforceability. Should any of the provisions of this Agreement be declared or be determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term or provisions shall be deemed not to be part of this Agreement.
15. Entire Agreement. This Agreement sets forth the entire Agreement between the Parties hereto, and fully supersedes any and all prior agreements or understandings between the Parties. This Agreement may not be modified or amended except in writing, signed by all parties. Any waivers of one or more of the provisions of this Agreement shall not constitute a waiver of any of the remaining provisions.

16. Non-Disparagement. Each party agrees that with respect to all matters set forth and covered by this agreement, they shall not disparage or make negative statements about the other parties. For purposes of this section the term “disparage” means any comments or statements that would adversely affect in any manner the conduct of a party’s employment or the business or personal reputation of any party.

17. **PARTIES ACKNOWLEDGE AND AGREE THAT EXECUTING THIS AGREEMENT IS THEIR FREE AND VOLUNTARY ACT AFTER BEING GIVEN THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND ALL OF ITS TERMS WITH THIRD PARTIES NOT AFFILIATED WITH THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO THEIR RESPECTIVE PERSONAL ATTORNEYS AND ACCOUNTANTS. THEREFORE, THE MAXIM THAT AN AGREEMENT WILL BE CONSTRUED AGAINST ITS DRAFTER WILL BE INAPPLICABLE TO THE INTERPRETATION OF THIS AGREEMENT.**

Dated at Rockingham, Vermont this 8th day of November, 2016.

BELLOWS FALLS VILLAGE CORPORATION TOWN OF ROCKINGHAM

By: s/ Steve Adams
By: s/Evelyn Weeks
By: s/Colin James
By: s/Stefan Golec
By: s/Myles Mickle

By: s/Lamont Barnett
By: s/Joshua Hearne
By: s/Ann DiBernardo
By: s/Stefan Golec
By: s/Peter Golec

Dated at Rockingham, Vermont this 8th day of November, 2016.

s/Willis D. Stearns, II

James requested that the board members, if they choose to, make a statement on the situation if the board feels that is appropriate. Mickle agreed.

- James stated that from the beginning he was against the decision to release Stearns and feels that Stearns has gone above and beyond any other manager. James also noted that the separation agreement was brought to the Joint Board from Stearns and feels that we are losing. James stated that this was his own personal opinion.
- Weeks stated that she also was in support of Stearns and feels that this is a big loss for the Village. Weeks noted that Stearns asked the Board to sign the agreement and they have.
- Adams noted that he has had limited experience on the Board but noted that his interactions with Stearns were professional and feels it is unfortunate not to be able to work with him in the future and wishes him the best in his endeavors.
- Mickle also noted that he also is new to the Board but noted that this was a mutual agreement.

- Barnett stated that he did not work with Stearns very long but thinks that everyone appreciates the tremendous skill set that Stearns brings to the table and going forward, if he chooses to remain in municipal government, any municipality will be greatly improved by his presence.
- Hearne agreed with Barnett and thanked Stearns for his time here.
- DiBernardo stated that this did not have to happen but it did.
- Stefan Golec thanked Stearns for his service to the community.
- Peter Golec stated that he regretfully signed the agreement only because it benefits Stearns. He noted that the relationship between the Selectboard and Stearns was not to his advantage and wishes him luck and hates to see him go. Golec also stated that he believes we are going to have a big hole to fill and again stated that he feels it is going to cost this community in tax money and severe ramifications down the road. Golec also stated that it is a sad commentary that we hire people here and once they are hired the board finds a way to dispose of them.

Mickle then opened the comments up to the public.

- Katie Dearborn stated that she has been fortunate to work with Stearns and feels that it is interesting in hearing the agreement that this spoke very highly of Stearns pointing out attributes that any municipality would want in a manager and that all members also spoke very highly of him. Dearborn stated that it is a little confusing noting that the Bartonsville Bridge debris issue was the reason that led to Stearns feeling that he had to leave. Dearborn stated that this is a huge loss to the Town, to any organization that has worked with him from the Chamber, to BFDDA, to the Revolving Loan Fund, to a baseball team that won a State championship and got a letter from him extending his congratulations to them. Dearborn noted that Stearns is of a caliber that the board will not find again from managing the community, to the finances, doing the IT work and requested that the Board reflect on themselves and noted that when it comes time for people to vote for them they may not find themselves in these seats going forward. Dearborn stated that she felt this is an embarrassment to the community to lose someone of Stearns caliber. Dearborn stated that the board members should take a step back and realize the loss to the Town and Village that they will experience not having someone of that caliber.
- Doug MacPhee noted that he feels this is a mutual agreement because someone twisted his arm to the point of breaking and when that happens, you break. MacPhee asked who would be in charge in the interim and asked the Board to answer that question. Mickle stated that he could not answer that. MacPhee asked if anyone on the Board had anyone in mind to be in charge in the interim. The Board did not respond. MacPhee asked if a crisis occurred in the Town tomorrow who is going to handle that. There was no response. MacPhee then asked where in the budget the Board intended to make cuts to save the money that the Board just spent here tonight because as a taxpayer he does not like paying additional money.
- Deborah Wright noted that the Board has done a great deal of covering their respective rear ends in this and Stearns as well but the Board has done nothing to cover the rear end of the Town and Village. Wright stated that this is a huge gap and the Board has clearly stated that it has no one at the helm right now and according to 24 V.S.A. 1233, no member of either board can be the manager, and that this is a conflict of interest that is quite severe and is

represented in legislature. Wright noted that there is a finance department with staff but there is no head and you have no manager. Wright stated that the Board has not protected the Town and also noted that she believes this did not have to happen, that there were a number of methods and remedies to correct this before and each time the Board never documented it, never took care of it with the manager, that the Board hinted around, whispered about it but never came flat out and dealt with the issue which has led to this. Wright noted that she has had her issues with Stearns but that he has done a great job for this Town and the Village and there are a lot of areas that need to be improved but this had more to do with personality, conversation and communication than anything else and the Board could have done this without losing a manager and now there is no one. Wright noted, as Doug MacPhee stated, if there was a crisis tomorrow you have no answer.

- Nancy McAuliffe noted that she and Tom MacPhee both served on these boards and all of the members sitting have been voted in by members of the Village and Town and now have left us with nothing and that the Board members should be ashamed of themselves for putting the community in this spot. McAuliffe stated that this is not a good thing and agreed that it is an embarrassment.
- DiBernardo stated that she had just signed an agreement and can't respond to any of these allegations of how much the Board is an embarrassment. DiBernardo stated that there are things that apparently didn't go right, and that is why this happened.
- Mickle stated that these are very important questions and very important points but it would have been inappropriate for the Board.... Doug MacPhee interrupted Mickle asking again who is going to handle the problems and the Board must have someone in mind. Mickle stated that they did not. Mickle stated that the Board did not have someone lined up, the Trustees did not set out to do this.
- James stated that he 100% agreed with McAuliffe but that it comes to a point noting that their hands were tied.
- Mitchell stated that the department heads were very capable of running their departments and there are places to go to get a new manager in.
- Nancy Kovaleff stated that she would like to go back to the glowing recommendations in the agreement and that the Board came into this meeting stating they were not prepared for the outcome but the Board had a choice, to accept the agreement or not and would like to know the reasons why the Board chose to accept the agreement. Mickle stated that his understanding was that Stearns was unwilling to continue, that he wanted to part ways immediately. James also noted that both counsels recommended that the Board do this stating that down the road it could have been a much nastier outcome. Mickle noted that this is not the ideal turnout and that they do not have anyone lined up. Kovaleff stated that she thinks the Selectboard owes the Town an explanation as to how things got to this point and believes it needs to come out as this is a really sorry turn of events. Barnett responded that the agreement that the Board just signed really prohibits them from saying anything more other than what has already been said, what has already been released to the public in previous meetings but going forward they have separated the employment contract with the Municipal Manager and that is really all that can be said. Kovaleff noted that is nice and convenient.

- DiBernardo stated that the Board does not take this lightly but that there are things behind this but they cannot mention them. DiBernardo also noted under Mr. MacPhee's leadership they got rid of 3 managers but that wasn't mentioned was it. DiBernardo also noted that the last one was done in such a hurry and we are ending up in court over that decision and how it was done. DiBernardo stated that the Board is trying to do the right thing and according to the agreement Stearns has every opportunity to find a place where he will be welcomed.
- Peter Golec stated that his term on the Selectboard is up in March and he is done noting that after 10 years of frustration he has had it and when you go to the polls to vote make sure you vote for the right person.
- DiBernardo noted that in March the controversy that swept the Town was that people felt they were not kept in the loop on the detention center with basically 3 people who knew, the Board did not know. DiBernardo stated that it was the Town Manager, the Development Director and the Chair of the Selectboard and that is why controversies happen when there is no communication.

3. Manager's Comments: None

At this point, Lamont Barnett read the election results, which are available in the Town Clerk's Office.

Colin James made the motion that the Joint Board recess at 7:45 p.m. and reconvene following the Bellows Falls Trustees meeting tonight. Motion was seconded by Evelyn Weeks. Motion carried.

The Joint Board meeting resumed at 7:56 p.m. Mickle stated that he misspoke and had forgotten that the Board had an appointment to meet with someone.

Executive Session: The appointment or employment or evaluation of a public officer or employee (but the public body must make a final decision to hire or appoint in an open meeting and it must explain the reasons for its final decision). 1 V.S.A. §313(a)(3)

Joshua Hearne made the motion that the Selectboard enter executive session at 7:56 p.m. to discuss the appointment or employment or evaluation of a public officer or employee (but the public body must make a final decision to hire or appoint in an open meeting and it must explain the reasons for its final decision). 1 V.S.A. §313(a)(3) Motion was seconded by Peter Golec. Motion passed.

Steve Adams made the motion that the Bellows Falls Trustees enter executive session at 7:56 p.m. to discuss the appointment or employment or evaluation of a public officer or employee (but the public body must make a final decision to hire or appoint in an open meeting and it must explain the reasons for its final decision). 1 V.S.A. §313(a)(3) Motion was seconded by Stefan Golec. Motion passed.

The Board came out of executive session at 9:23 p.m. and the following action was taken.

Colin James made the motion that the Bellows Falls Village Board of Trustees enter into an interim municipal manager contract with Shane O'Keefe for approximately six (6) months and authorize the Village President to negotiate the contract agreement with counsel review. Motion was seconded by Stefan Golec. Motion passed.

Joshua Hearne made the motion that the Rockingham Selectboard enter into an interim municipal manager contract with Shane O'Keefe for approximately six (6) months and authorize the Selectboard Chair to negotiate the contract agreement with counsel review. Motion was seconded by Peter Golec. Motion passed.

Other Business: None

Adjourn: *Lamont Barnett made the motion to adjourn the meeting at 9:25 p.m. Motion was seconded by Peter Golec. Motion passed.*

Attest: _____
Kerry Bennett, Recording Clerk