

Dear Ms. Nable:

I respond to your letter request of October 8, 2013, as follows:

Documentary Material

- 1) Any and all written correspondence between members of the Board that was sent or received prior to and including August 26, 2013, concerning the August 26, 2013 meeting agenda item reading "Review Town Administrator Employment Agreement and Job Description." This request includes, but is not limited to, correspondence via email and text message.

**Response:** Apart from my copy of the referenced Agenda (with the Employment Agreement attached), I have no such correspondence and never have had any such correspondence. Technically, the agenda (with attachments) is not correspondence between or among members of the Board of Selectman. Typically, the agenda is prepared by the Town Administrator, sometimes in consultation with the Chairman of the Board of Selectmen; it is delivered by the Town Administrator to the Wayland Police Department, members of which deliver it to individual members of the BOS a few days in advance of their next meeting.

Written Information

- 1) Please provide a signed statement from Selectman Boschetto, responding to the following questions:
  - a. When, and in what manner, did you first ask Chair Leard to add the item reading "Review Town Administrator Employment Agreement and Job Description" to the agenda for the Board's August 26, 2013 meeting?
  - b. At the time you requested that the item reading "Review Town Administrator Employment Agreement and Job Description" be added to the agenda for the Board's August 26, 2013 meeting, did you anticipate making a motion to terminate the Town Administrator during that meeting?
    - i. If yes, did you convey this intent to Chair Leard? When, and in what manner?
  - c. Did Chair Leard ever contact you for additional information or clarification regarding the August 26, 2013 meeting agenda item reading "Review Town Administrator Employment Agreement and Job Description?"
    - i. If yes, when, and in what manner? What was the substance of that discussion?
  - d. Did you discuss, verbally or in writing, the possibility of terminating the Town Administrator with any other Board member prior to the Board's August 26, 2013 meeting?
    - i. If yes, when, and in what manner? What was the substance of that discussion?

**Response to 1):** Not applicable.

- 2) Please provide a signed statement from Chair Leard, responding to the following questions:
- a. When, and in what manner, were you first asked to add the item reading "Review Town Administrator Employment Agreement and Job Description" to the agenda for the Board's August 26, 2013 meeting?
  - b. At the time you added the item reading "Review Town Administrator Employment Agreement and Job Description" to the agenda for the Board's August 26, 2013 meeting, what did you anticipate would be discussed under this agenda item?
  - c. Did you ever contact Selectman Boschetto for additional information or clarification regarding the August 26, 2013 meeting agenda item reading "Review Town Administrator Employment Agreement and Job Description?"
    - i. If yes, when, and in what manner? What was the substance of that discussion?
  - d. Did you discuss, verbally or in writing, the possibility of terminating the Town Administrator with any other Board member prior to the Board's August 26, 2013 meeting?
    1. If yes, when, and in what manner? What was the substance of that discussion?

**Response to 2):** Not applicable.

- 3) Please provide a signed statement from each of the remaining three selectman, responding to the following:
- a. Did you discuss, verbally or in writing, the possibility of terminating the Town Administrator with any other Board member prior to the Board's August 26, 2013 meeting?
    1. If yes, when, and in what manner? What was the substance of that discussion?

In addition, please provide this office with any and all information that you believe may be helpful to the resolution of this matter.

**Response to 3a):** No. The possibility of terminating the Town Administrator was widely discussed in Wayland long before I became a member of the BOS in April, 2012. See, for example:<sup>1</sup>

<http://www.waylandtransparency.com/index.php>

<http://www.waylandtransparency.com/perspectives.php>

<http://groups.yahoo.com/neo/groups/waylandvotersnetwork/conversations/topics/707>

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<sup>1</sup> I refer to these URLs here not especially for the accuracy or not of the information or comments they contain but to illustrate there was much controversy in Wayland over a long period of time concerning Mr. Turkington's tenure as Town Administrator. He had his supporters, of course; you might look at Ms. Reichelt's own rather partisan website, Wayland eNews, in this regard, but he also had many detractors who would prefer he be replaced.

The issue was discussed among citizens, usually casually, from long before I became a selectman, and was well-known in Wayland. Indeed, a small but nevertheless revealing, vignette of the issue can be seen in an earlier portion of the WayCam videotape of the same August 26th BOS meeting when, during public comment addressed to the selectmen, a citizen inquired about and made comment on the source of the financial guidelines used by the Finance Committee in its budget deliberations. He did not appreciate the lecture he received in partial response from the Town Administrator and finally retorted rhetorically, "Are you on the Board of Selectman?" (WayCam 10:44). A discussion of the Town Administrator's contract was foreordained on August 26th to take place before January 19, 2014 under that contract and a motion to terminate or not to renew the Town Administrator's contract, or the like, was no surprise to anyone who paid attention to town affairs, and it is fatuous to pretend otherwise, as some now do.

In any event, I never discussed in writing the possibility of terminating the Town Administrator's contract with any other Board member prior to the Board's August 26, 2013 meeting. Whether or not I was ever involved in any oral discussion or conversation with any other person(s) prior to the Board's August 26, 2013 meeting concerning the possibility of terminating the Town Administrator's contract at which any Board member (present or past) may have been present, I cannot be totally certain, but any such discussion or conversation, if there were one, would have been very brief, casual, and well before I became a member of the BOS. However, I have no memory of any such verbal discussion or conversation with any other Board member since I have been a member of the BOS.

It is also worth a mention that the twice-made comment by Selectman Nolan even before there was any vote during the August 26th BOS meeting that "There are three members of the Board. You've got the votes. [WayCam 39:50] . . . You guys have the votes." [44:57] tellingly illustrates that he was well-aware that the question of the Town Administrator's contract was controversial in Wayland and that his own position had been eclipsed by the election over the previous 2+ years of three newer selectmen. To characterize that meeting as an ambush may be colorful to some but in fact such a characterization bears no relation to any reality. It should be seen for what it is: an expression of political disappointment about a result foreseen by him that he obviously did not like.

So too, Selectman Correia's outburst at the beginning of the August 26th BOS meeting before any agenda item was reached for discussion (let alone item #4), indicates that he clearly understood then that he might not politically like or prefer what might happen (among many possibilities) when discussion of that agenda item was later reached. When he saw the motion that was offered under agenda item #4, he did not make any counter-motion or attempt to amend the motion that was made. Instead, he walked out of the meeting, feigning outrage!

Whether the Town Administrator's contract was to be renewed or terminated was a long-simmering issue that everyone knew had to be resolved before January 19th. Mr. Correia himself was a party to the then existing contract with the Town Administrator that established that upcoming deadline and various modes of renewal or termination. The only thing that was unknown or uncertain at the time the motion was duly made in an open public meeting was the outcome of the BOS vote.

Sincerely yours,

/s/

Edward J. Collins  
Selectman