



City of Cambridge

(Calendar Item NO. 8)
~~(Calendar Item No. 21)~~
~~(Calendar Item No. 27)~~

IN CITY COUNCIL

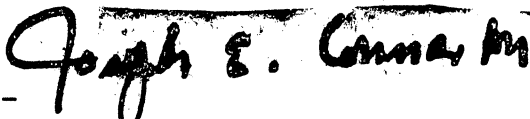
~~December 19, 1988~~
~~January 9, 1989~~
~~January 30, 1989~~
February 13, 1989

COUNCILLOR DANEHY
COUNCILLOR RUSSELL
COUNCILLOR WALTER SULLIVAN
COUNCILLOR WALSH

ORDERED: That the Employment Agreement between the City Council and the City Manager, Robert W. Healy, be and hereby is amended by extending the expiration date for an additional three years.

In City Council February 13, 1989.
Adopted by a yea and nay vote:-
Yeas 7; Nays 1; Absent 1.
Attest:- Joseph E. Connarton, City Clerk.

A true copy;

ATTEST:- 
Joseph E. Connarton, City Clerk.



City of Cambridge

(Calendar Item No. 21)
(Calendar Item No. 27)
12.

IN CITY COUNCIL
December 19, 1988
January 9, 1989
January 30, 1989

COUNCILLOR DANEHY
COUNCILLOR RUSSELL
COUNCILLOR WALTER SULLIVAN
COUNCILLOR WALSH

ORDERED: That the Employment Agreement between the City Council and the City Manager, Robert W. Healy, be and hereby is amended by extending the expiration date for an additional three years.

12/19/88 - CHARTER RIGHT EXERCISED BY VICE-MAYOR WOLF.

1/9/89 - TABLED ON MOTION OF COUNCILLOR WALTER SULLIVAN.

1/30/89 - REFERRED TO THE COMMITTEE OF THE WHOLE FOR EVALUATION, ON MOTION OF COUNCILLOR WALTER SULLIVAN. THE MAYOR & CITY CLERK TO SCHEDULE MEETING ON MOTION OF VICE-MAYOR WOLF. MEETING SET FOR FEBRUARY 8, 1989. (ITEM REMAINS ON CALENDAR).

In City Council February 13, 1989

The City Council, as a Committee of the Whole, conducted a public hearing on Wednesday, February 8th, 1989 beginning at 5:33 p.m.

Mayor Alfred E. Vellucci, Chairman of the Committee, asked the City Manager if he wished to make a statement.

At this time, City Manager Robert W. Healy submitted to the Committee a prepared text outlining his accomplishments during his tenure as Chief Executive Officer since 1981. He noted such achievements as the upgrading of the City's bond rating; the completion of several public facility rehabilitation programs; the continuation of improvements in the municipal infrastructure; specifically, street; sidewalk and sewer repairs and the replacement of outdated fire equipment and acquisition of additional police equipment in an effort to provide each police officer with his or her own radio. He further outlined the schedule of improvements for Payson Park in compliance with DEQE instructions; the improvement of the Hospital's heating and ventilation system; as well as the efforts he has made towards cooperating with the School Department in its continuing budgetary problems, along with addressing such humane and public policy programs as homelessness and the development of affordable housing for our residents.

At this time, the Mayor opened the meeting to questions from members of the City Council.

Vice-Mayor Alice Wolf raised a series of questions relative to Mr. Healy's management style, his interaction with the City Council and various department heads, as well as his projections for managing the City as we enter the 1990's. She stated she appreciated the effort put into the multi-paged document submitted this evening and stated that although she agreed with several points raised, she is very much concerned relative to the role of developers in the City and the fact that a comprehensive rezoning could be done without a City-wide moratorium being in effect. Furthermore, she stated that although she is aware Mr. Healy has stated several times the need for development to continue as a way to address the cost of municipal services, the Council needs to be given the real cost to the City for such development.

At this time, the City Manager responded by stating that he believes his role as a professional administrator is to deal with all parties involved relative to new development and associated amendments to the Zoning Law. Furthermore, he stated each proposal he submitted for the City Council's review has been done in view of an urban design study of the effected area. Furthermore, he informed the Committee that expanded development, at best, represents 10% in terms of real cost to the City; that is 10% of the entire development. Relative to the future of the City, Mr. Healy responded by stating he has already begun anticipating reduced State Aid and the expanded cost of government in the years ahead and informed all department heads last November of a hiring freeze and the need to submit operating budgets for FY90 which are level funded. Furthermore, he said he will be cutting expenditures, where appropriate, throughout the City.

At this time, Mayor Vellucci informed the City Manager and the members of the Committee of the critical need to address the problem of air quality in the school system; the lack of books in the Library and the current budget gap of \$1.1 million.

Councillor Francis Duehay also expressed his concern over the air quality of schools and raised the possibility of yet another independent study to determine how best to proceed. He complimented Mr. Healy on his management of the City and the many accomplishments achieved under his leadership, including the recent appointment of the AIDS Task Force. Councillor Duehay stated that he believes enormous gains have been made throughout this City under the direction of Mr. Healy and stated he believes the Council, in conjunction with the City Manager, should set a series of goals for the future. He also stated his concern with development; the fact that many citizen initiated petitions clearly represent a frustration in the neighborhoods and that hopefully, the Community Development Department will address this, in some form. He asked the City Manager to address the issue of better coordination of some municipal departments, as well as the need to fill some vacancies on boards and commissions.

At this time, Councillor David Sullivan stated he has great respect for Mr. Healy's integrity, honesty and competence; that he finds him a very good fiscal manager and stated that he believes Mr. Healy has appointed some fine top management; specifically, Mr. Rossi and Mr. Maloney. He further stated that he believes Mr. Healy has provided stability in government and has increased the climate of respect for the law. Councillor David Sullivan stated that he believes there is room for better community input for appointments to boards and commissions and urged the Manager to make arrangements, when feasible, to either attend personally or designate staff to attend appropriate community meetings. He further stated that although, as he said before, Mr. Healy is a fine fiscal manager, he believes that such management sometimes comes at the expense of other issues, such as environmental concerns and recycling.

At this time, Councillor William Walsh stated he believes that Mr. Healy has united the City; that the City Council is no longer divisive. He complimented him on a job well-done and stated that one of his major concerns is that of the conflict between the Inspectional Services Department, the Planning Board and the Rent Control Board.

At this time, Councillor Sheila Russell and Councillor Walter Sullivan complimented Mr. Healy on his performance since 1981 and stated their support for his continuation in office.

Councillor Russell stated that she believes some attention should be given to the Traffic Department, in terms of traffic studies. She stated that not enough attention is given in these studies for pedestrians. Furthermore, she said a more comprehensive senior citizen center is desperately needed.

At this time, speaking in opposition to Mr. Healy's extension, were: Jonathan Myers, 5 Hollis Street; Steven Geizer, 191 Hamilton Street; John St. George, 348 Windsor Street; and Robert Edbrooke, 20 Prescott Street.

Speaking in support of Mr. Healy's extension was William Jones of Norfolk Street.

At this time, both Councillor Duehay and Vice-Mayor Wolf raised concern about the buyout provision contained in Section 3A of the contractual agreement the City Manager and the City of Cambridge.

Mr. Healy responded by stating that said Section 3 was similar to provisions made in the contracts of past Superintendents of Schools and Deputy Superintendents of Schools.

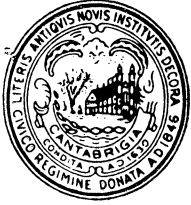
At this time, Councillor Walter Sullivan moved that the motion previously submitted to the City Council on December 19, 1989 to extend the expiration date of the existing contract for Robert W. Healy for an additional three years be referred to the full City Council with a favorable recommendation.

The motion - prevailed.

The hearing was adjourned at 8:15 p.m.

For the Committee,

Alfred E. Vellucci, Mayor.
Chairman,
Committee of the Whole.



CITY OF CAMBRIDGE

CITY HALL, CAMBRIDGE, MASSACHUSETTS 02139

1989 FEB 13 PM 4:29 (617) 498-9020

CAMBRIDGE MA.

LAW DEPARTMENT

RUSSELL B. HIGLEY
CITY SOLICITOR

DONALD A. DRISDELL
DEPUTY CITY SOLICITOR

MICHAEL C. COSTELLO
ASSISTANT CITY SOLICITOR

SEVERLIN B. SINGLETON, III
BIRGE ALBRIGHT
GAIL S. GABRIEL
LEGAL COUNSEL

February 13, 1989

Honorable Alfred Vellucci
Members of the City Council
City Hall
Cambridge, MA 02139

Dear Mayor Vellucci and Council Members:

I am responding to a request of Councillor Wolf made on February 8, 1989 relative to the validity of a contract and amendments between the City Manager and the Cambridge City Council.

Massachusetts General Laws, c. 41, s. 108N states in part:

Notwithstanding the provisions of any general or special law to the contrary, any city acting through its city council may establish an employment contract for a period of time to provide for the salary, fringe benefits, and other conditions of employment including but not limited to, **severance pay, relocation expenses, reimbursement for expenses incurred in the performance of duties or office, liability insurance,** and leave for its ... city manager [emphasis added.]

Said contract shall be in accordance with and subject to the provisions of the city charter and shall prevail over any conflicting provision of any local personnel by-law, ordinance, rule or regulation. In addition to the benefits provided municipal employees under chapters thirty-two and thirty-two B, said contracts may provide for supplemental retirement and insurance benefits.

Honorable Alfred Vellucci
Members of the City Council
February 13, 1989
Page 2

The municipal finance law, G.L. c. 44, contains a provision which at first glance appears to be in conflict with G.L. c. 41, s. 108N. Massachusetts General Laws, c. 44, s. 31 in part states:

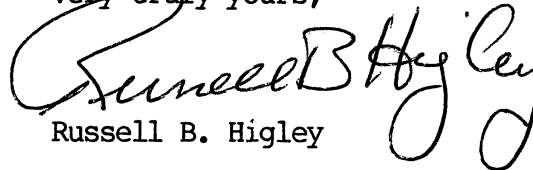
"No department financed by municipal revenue shall incur a liability in excess of the appropriation made for the use of such department

The question presented by this statute is as follows: If the total amount of the contract between the City and its City Manager exceeds the appropriations made in the current year's budget for the City Manager's position, does c. 44, s. 31 forbid this contract?

Massachusetts General Laws, c. 41, s. 108N was enacted subsequent to G.L. c. 44, s. 31. The language contained in G.L. c. 41, s. 108N states that this section will take precedence over any general or special law to the contrary. It should also be noted that the Supreme Judicial Court has ruled that the term "department" as used in s. 31 does not include within its scope a city council.

Therefore, the City Council and City Manager may enter into an employment contract or any amendments thereto even though the terms of the contract provide for payment of funds in excess of appropriations for the fiscal year of the execution of the contract or amendments thereto. If the City terminates the contract of the City Manager and fails to appropriate money to cover the terms of the contract in a subsequent year, the City Manager would be entitled to bring suit against the City of Cambridge for breach of contract.

Very truly yours,


Russell B. Higley

RBH/jml



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FEB 13 PM 4:30
CAMBRIDGE MA.

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[emphasis added.]

Said contract shall be in accordance with and subject to the provisions of the city charter and shall prevail over any conflicting provision of any local personnel by-law, ordinance, rule or regulation. In addition to the benefits provided municipal employees under chapters thirty-two and thirty-two B, said contracts may provide for supplemental retirement and insurance benefits.

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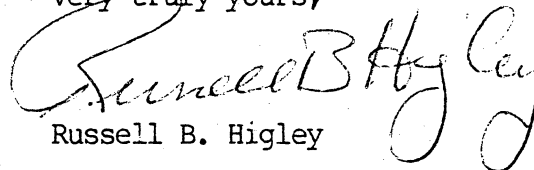
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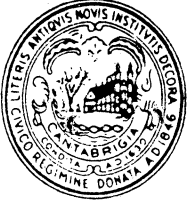
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Very truly yours,


Russell B. Higley

RBH/jml



CITY OF CAMBRIDGE

CITY HALL, CAMBRIDGE, MASSACHUSETTS 02139

1989 FEB 13 PM 4:30 (617) 498-9920

CAMBRIDGE MA.

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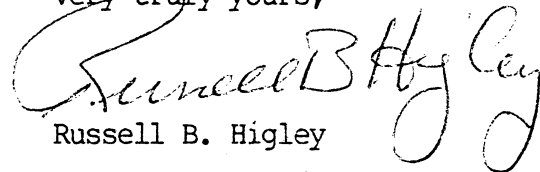
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CITY OF CAMBRIDGE

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RECEIVED BY THE CLERK
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CAMBRIDGE MA.

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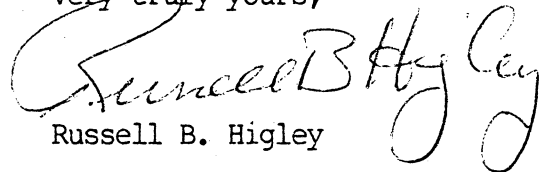
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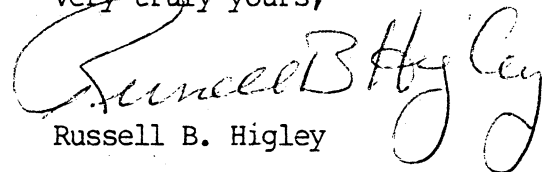
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Very truly yours,


Russell B. Higley

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City of Cambridge

MASSACHUSETTS

In City Council

February 13 1989

C. W. Sullivan - Moved Motion To Expedite Contract Between City Manager and City Council

	YEA	NAY	ABSENT	PRESENT
Mr. Thomas W. Danehy			-	
Mr. Francis H. Duehay	✓			
Ms. Sandra Graham	✓			
Mrs. Sheila T. Russell	✓			
Mr. David E. Sullivan		✓		
Mr. Walter J. Sullivan	✓			
Mr. William H. Walsh	✓			
Ms. Alice K. Wolf	✓			
Mayor Alfred E. Vellucci	✓			

7-

1

1

*C. W. S.
MS
M.*

City of Cambridge

MASSACHUSETTS

In City Council February 13 1989

Councillor David Sullivan / Amendment to Extension of Contract Agreement between City Manager and City Council re "Buy-out"

	YEA	NAY	ABSENT	PRESENT
Mr. Thomas W. Danehy			✓	
Mr. Francis H. Duehay	✓			
Ms. Sandra Graham			✓	
Mrs. Sheila T. Russell		✓		
Mr. David E. Sullivan	✓			
Mr. Walter J. Sullivan		✓		
Mr. William H. Walsh		✓		
Ms. Alice K. Wolf	✓			
Mayor Alfred E. Vellucci		✓		

3

4

2

Failed of Adoption

Councillor David Sullivan moves to amend Order No. 12 of December 19, 1988 by adding the following:

and be it further

ORDERED: That the Employment Agreement be further amended by striking subsection A of section 3 and inserting in place thereof the following subsection:

A. The City Council, upon a vote of a majority of its members at a duly called meeting in accordance with the City Charter, may terminate this agreement; provided, however, that the City Council agrees to pay the City Manager accrued sick leave, vacation, compensatory time, retirement, and other earned benefits, and six months' additional salary as severance pay.

Failed on Adoption

3-4-2-0.

Gouncillor David Sullivan moves to amend Order No. 12 of December 19, 1988 by adding the following:

and be it further

ORDERED: That the Employment Agreement be further amended by striking subsection A of section 3 and inserting in place thereof the following subsection:

A. The City Council, upon a vote of a majority of its members at a duly called meeting in accordance with the City Charter, may terminate this agreement; provided, however, that the City Council agrees to pay the City Manager accrued sick leave, vacation, compensatory time, retirement, and other earned benefits, and six months' additional salary as severance pay.

Councillor David Sullivan moves to amend Order No. 12 of December 19, 1988 by adding the following:

and be it further

ORDERED: That the Employment Agreement be further amended by striking subsection A of section 3 and inserting in place thereof the following subsection:

A. The City Council, upon a vote of a majority of its members at a duly called meeting in accordance with the City Charter, may terminate this agreement; provided, however, that the City Council agrees to pay the City Manager accrued sick leave, vacation, compensatory time, retirement, and other earned benefits, and six months' additional salary as severance pay.



City of Cambridge

(Calendar Item No. 27)

12.

IN CITY COUNCIL

December 19, 1988

January 9, 1989

COUNCILLOR DANEHY
COUNCILLOR RUSSELL
COUNCILLOR WALTER SULLIVAN
COUNCILLOR WALSH

ORDERED: That the Employment Agreement between the City Council and the City Manager, Robert W. Healy, be and hereby is amended by extending the expiration date for an additional three years.

12/19/88 - CHARTER RIGHT EXERCISED BY VICE-MAYOR WOLF.

1/9/89 - TABLED ON MOTION OF COUNCILLOR WALTER SULLIVAN.



City of Cambridge

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COUNCILLOR WALSH

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CHARTER RIGHT BY COUNCILLOR WOLF.

Order # 12

Calendar Item
S-1178

Councillors Danehy, Russell, Walter Sullivan
and Walsh re: employment agreement between
the City of Cambridge and Robert W. Healy,
City Manager be extended for an additional
three years.

In City Council,

December 19, 1988

12/19/88

*Charter Right by
Councillor Walsh*

1/9/89 - Tabled on motion of Councillor
Walter Sullivan

1/30/89 - Referred to the Committee of
the Whole for evaluation on
motion of Councillor Walter Sullivan.
The Mayor + City Clerk to schedule
meeting on motion of Vice-Mayor
Walsh. (Meeting set for February
8, 1989 - Item remains on Calendar)

2/13/89 - Proposed amendment concerning the
contract buyout clause offered by Councillor
David Sullivan fails on Roll call 34-2.
Order Adopted 7-1-1.