

## Dedham Board of Selectmen – Executive Session

May 27, 2010

Present were: Board members Sarah MacDonald, James MacDonald, Carmen Dellolacono, Paul Reynolds, and Michael Butler. Also present were Town Administrator William Keegan, Assistant Town Administrator Nancy Baker, Assistant to Administration Marie Rizzo, Economic Development Director Karen O'Connell, and Attorney Jonathan Eichman from Kopelman and Paige.

### Discussion: Real Estate Matter

Mr. Keegan discussed with the Board the St. Mary's land adjacent to the property that the Town just purchased from the Archdiocese—more land on the parking lot is available. Mr. Keegan went on to say that a For Sale Sign recently went up on the property (Town was unaware) and there are now three offers pending on the land. Mr. Keegan informed the Board that he contacted the church, they said will send P & S.

Mr. Keegan and Ms. O'Connell discussed various discussion and development prospects for the School, Phase I and Phase II (possible Parking Lot). Mr. Keegan informed the Board that he did, in fact, ask the church to let him know if they wanted to sell the other parcel of land on the lot.

Mr. Dellolacono asked if the Town had first right of refusal on the parking lot parcel. Mr. Keegan responded, no. The church did not enter into a formal agreement with the Town—they just said that they would speak with the Town if they decided to sell. The decision was up to the Archdiocese.

Mr. Keegan informed the Board that if the Archdiocese sells the property to Petruziello Construction, they plan to build six buildings, which will eliminate parking for the church. Mr. Keegan discussed issues for the church and neighbors going forward. He went on to say that the church would like to tear down the school to build a Parking Lot. Mr. Keegan discussed the possibility-- If the Town were able to purchase the land, maybe permission could be granted to let the church tear down the school to make a Parking Lot; however, the Building Commissioner has informed him that he thinks it could be a zoning violation if the land is sold for buildings and the parking lot is eliminated for the church.

Attorney Eichman informed all that the church would not be subject to the Zoning Laws after—grandfathered use of time. Attorney Eichman went on to explain the zoning relative to this property. Attorney Eichman informed the Board that the church will need available parking to replace.

Ms. O'Connell informed the Board that St. Mary's Parish would like permits to change the lower hall in the church to the Life Teen Center.

Mr. MacDonald asked why it was not a problem when the Town was going to purchase the land for a Town Hall. Mr. Keegan explained that the Town would share the parking with St. Mary's.

Mr. Butler was not sure relative to the number of parking spaces with the school down—maybe 50 in school space, 50 Linden Place space and 70 Avery Street space. Mr. Butler asked if this amount would meet the requirements and asked if a parking analysis was needed going forward.

Attorney Eichman informed the Board that they must take a signed agreement very seriously. Additionally, a tort action could be taken if there is interference with a signed contract. Mr. Keegan

asked the Board if they were interested going forward. Mr. MacDonald commented that the church property is, in fact, under agreement and the Board cannot interfere.

Ms. MacDonald would like to investigate the parking situation relative to the church.

Mr. Butler asked Attorney Eichman if there was a pre-existing non-conformance before the Town bought their portion of the lot. Attorney Eichman responded, yes. Additionally, there is no Parking Plan on file. Mr. Butler asked if he should flee if approached by Petruziello. Attorney Eichman commented that it is not contractual if he purchases and approaches the Town to sell. Mr. Keegan added—let him purchase the property and then the Town will talk.

**Discussion: Contract Negotiations**

**DPW – Unit B**

Mr. Keegan asked for the Board's guidance relative to Unit B negotiations. Mr. Keegan has offered Unit B: 0%, 1%, 1%, 2% (Identical package as DPW Unit A). Unit B was ok with it. Unit B would like something in Article #3, Article 16 Sick Leave Pool Time—50% comp pool time, yesterday they offered 25%.

Mr. Keegan informed the Board that Unit B wanted language relative to the pager issue. Mr. Dellolacono wanted Unit B to receive the same as Unit A—no difference.

**Settlement Discussion Re: [REDACTED] Matter**

[REDACTED]

Mr. MacDonald made a motion to come out of Executive Session; seconded by Mr. Butler. **On the Vote:** Mr. Reynolds, yes; Mr. Butler, yes; Mr. Dellolacono, yes; Mr. MacDonald, yes; and Ms. MacDonald, yes.

This is to certify that the above is a true and accurate record of the Minutes of the Meeting of May 27, 2010, which minutes were approved by the Board of Selectmen on Feb. 3, 2022.

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Sarah MacDonald, Chair