



Office of the
BOARD OF SELECTMEN
272 Main Street, Townsend, Massachusetts 01469

Cindy King, *Chairman*
James M. Kreidler, Jr.,
Town Administrator

Gordon Clark, *Vice-Chairman*

Sue Lisio, *Clerk*
(978) 597-1701

APRIL 17, 2018 6:00 P.M. MEETING MINUTES
SELECTMEN'S CHAMBERS, TOWN HALL
272 MAIN STREET, TOWNSEND, MA

I. PRELIMINARIES - VOTES MAY BE TAKEN:

- 1.1 The meeting was called to order at 6:05P.M.
Roll call vote showed 2 members present: Vice-Chair Gordon Clark (GC) and Clerk Sue Lisio (SL) and absent was Chairman Cindy King (CK)
- 1.2 Pledge of Allegiance
- 1.3 Announce that the meeting is being tape recorded. GC inquired to as whether anyone would be taping.
- 1.4 Chairman's Additions or Deletions.
GC Deleted: Agenda Items 2.1, 2.2, 3.2 and added: 4.1.2 & 4.1.3

II. APPOINTMENTS AND HEARINGS - VOTES MAY BE TAKEN:

- ~~2.1 — 6:05P.M. Keith Turgeon, RE: Craven Field~~
- ~~2.2 — 6:20P.M. Karen Hill, Conservation Commissioner, RE: ATVs~~

III. MEETING BUSINESS - VOTES MAY BE TAKEN:

- 3.1 Review/Discuss/Sign the Special/Annual Town Meeting Warrant.
Mr. Kreidler explained to the Board; he updated the warrant with the votes taken at the April 10, 2018 joint public hearing with the Finance Committee. The warrant was ready to be signed and posted.

SL moved to sign the Special Town Meeting and the Annual Town Meeting warrants. GC seconded. Unanimous vote.

~~3.2 — Discussion: Selectmen & Town Administrator Goals.~~

- 3.3 Sign/Execute Personnel Services Contract for the Town Accountant.
Mr. Kreidler explained both the Town Accountant and Treasurer/Collectors contracts were approved in executive session how a vote to approve, execute, and release was needed in open session. Additional discussion ensued regarding what contracts the Selectmen are authorized to issue.

SL moved to approve and execute the personnel services contract for the Town Accountant. GC seconded. Unanimous vote.

- 3.4 Sign/Execute Personnel Services Contract for the Treasurer/Collector.

SL moved to approve and execute the personnel services contract for the Treasurer/Collector. GC seconded. Unanimous vote.

- 3.5 SL moved to approve and sign a 2018 renewal application for a Common Victualler license for McDonald's Restaurant, 20 Main Street, Townsend MA. GC seconded. Unanimous vote.

IV. WORK SESSION - VOTES MAY BE TAKEN:

4.1 Town Administrator updates and reports.

4.1.1 Miscellaneous Updates

4.1.2 MGL Chapter 268 A, Section 19 Ethics Disclosure for Police Chief Richard Bailey.

The Board reviewed the request, see attached. SL moved as required by MGL Chapter 268A, Section 19 we have reviewed the particular matter and the financial interest identified above by a municipal employee, we have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee. GC seconded. Unanimous vote.

4.1.3 Update, RE: Ethics Complaint

Mr. Kreidler informed the Board another Ethics Complaint had been filed against him and that once again he was cleared.

Mr. Kreidler read a paragraph of an email he received - see attached.

Mr. Kreidler presented GC with a certificate of appreciation signed by the employees and wished him well in his re-retirement.

4.2 Board of Selectmen announcements, updates, and reports.

SL voiced concerns about facebook and running government according to social media.

4.3 There were no meeting minutes to approve.

4.4 SL moved to approve and sign payroll and bills payable warrants out of session. GC seconded. Unanimous vote.

V. ADJOURNMENT:

SL moved to adjourn at 6:39P.M. GC seconded. Unanimous vote.

Respectfully submitted by,



Carolyn Smart, Executive Assistant

Voted to approve the meeting minutes for the meeting of April 17, 2018, by the Board of Selectmen this 22 day of May, 2018.

Chapter 6. Automatic Fire Alarm Systems

[HISTORY:^[1] Adopted by the Annual Town Meeting of the Town of Townsend 5-4-2010 by Art. 20. Amendments noted where applicable.]

GENERAL REFERENCES

Noncriminal disposition of violations - See Ch. 1, Art. II.

[1] Editor's Note: Former Ch. 6, Automatic Sprinklers, adopted 4-29-1991 ATM by Art. 42, was repealed 5-4-2011 ATM by Art 19.

§ 6-1. Title.

The Town of Townsend By-laws are hereby amended by adding the following By-law to be entitled "Automatic Fire Alarm Systems."

§ 6-2. Definitions.

When used in this by-law, unless a contrary intention clearly appears, the following words shall have the following meanings:

ALARM SYSTEM MALFUNCTION

The transmittal of an alarm signal to the TFED by way of a municipal master fire alarm box, through a central operating system, or by other automatic means, which alarm signal is caused by improper installation of an alarm system, a mechanically defective alarm system, lack of maintenance or some other reason that causes a fire alarm to sound even though there is no actual fire or situation that could reasonably evolve into a fire.

ALARM SYSTEM OWNER

An individual or entity who owns a property interest in a building or structure in which an automatic fire alarm system is installed.

AUTOMATIC FIRE ALARM SYSTEM

An electronically activated, heat-activated, smoke-activated, flame-energy-activated, or other such automatic device capable of transmitting an alarm signal to the Townsend Fire-EMS Department (TFED) by way of municipal master fire alarm box for the purpose of providing a fire alarm signal to the TFED.

FIRE CHIEF

The Fire Chief of the TFED.

MUNICIPAL MASTER FIRE ALARM BOX (MASTER BOX)

Control, equipment or device which enables an automatic alarm system to send a signal directly to the TFED.

[1] Editor's Note: The original subsection designations within this section were removed and the defined terms were alphabetized with the permission of the Town Clerk in order to maintain the organizational style of the Code.

§ 6-3. Connection to municipal department system.

- A. Every alarm system owner whose alarm system is connected to the TFED by means of a master box prior to the effective date of this by-law shall pay the following fees:
Annual fee: \$100, payable July 1 of every calendar year.
- B. An alarm system owner whose alarm system is connected after the effective date of this by-law to the TFED by way of a master box shall pay the following fees:
Connection fee: \$100, payable at time of connection.
Annual fee: \$100, payable July 1 of every calendar year.
NOTE: New connections annual fee will be prorated the first year based on what month in the calendar year connection is made.
- C. The Town of Townsend shall not be subject to the fees and/or fines set forth in this by-law.
- D. Before any alarm system is connected to the TFED, the alarm system owner shall provide the Fire Chief or his/her designee with the following information:
 - (1) The name, addresses, and home and work telephone numbers of the alarm system owner;
 - (2) The street address where the alarm system and master box is located and the name and address of the building owner;
 - (3) The names, addresses, and telephone numbers of the persons or businesses to be protected by the alarm system connected to the master box;
 - (4) The names, addresses, home and work telephone numbers of at least two persons other than the alarm system owner who can be contacted 24 hours a day, who are authorized by the alarm system owner to respond to an alarm signal and to have access to the premises in which the system is located; and
 - (5) Such other information as the Fire Chief or his/her designee may require.

If at the passage of this by-law an alarm system has already been connected to the TFED by way of a master box, the alarm system owner shall comply with the requirements of this section within 60 days after the TFED has sent notice by first class mail of the requirements of this section.

If an alarm system owner fails to comply with this section, the Fire Chief or his/her designee may assess a fine of \$50 for each day of noncompliance.

Private alarm systems connected to the TFED by means other than the master box or through a central operating system, such as a company equipped to receive an alarm signal for each of its customers which then transmits to the TFED the location of such alarm, shall not be subject to the provisions of this section, but shall be subject to all other sections of this by-law.

§ 6-4. Updating information.

Every alarm system owner shall be responsible for updating the information herein required to be provided to the Fire Chief. If the information provided should change, the alarm system owner shall provide the TFED with the updated information within 30 days of such change and shall pay the fee, if any, required by this by-law.

If the alarm system owner fails to comply with this section, the Fire Chief or his/her designee may assess a fine of \$50. Each day of noncompliance shall be considered a separate violation.

§ 6-5. Alarm system malfunctions; fines.

If there is an alarm system malfunction, as defined herein, the Fire Chief or his/her designee may assess a fine against the building owner for each malfunction according to the following schedule.

- A. The first through the third malfunction: no charge. Upon the recording of the third malfunction by the TFED, the Fire Chief or his/her designee shall notify the owner of the building, in writing and by certified mail, of such fact, and at this time inform the owner of the TFED's policy with regard to charging for malfunctions.
The fourth malfunction: \$50.
The fifth and any subsequent malfunction: \$100.
- B. Any malfunction which is the result of the failure of the alarm system owner, building owner, occupant or their authorized agents to notify the TFED of the repair, maintenance or testing of the internal alarm system within the protected premises, shall cause a penalty to the assessed in accordance with Subsection A of this section.
- C. For the purpose of this by-law, a malfunction shall be defined as follows:
 - (1) The action by an alarm system owner or an owner, employee, agent, or occupant of the protected premises, causing an accidental activation of the internal fire alarm system.
 - (2) The operation of a faulty alarm system (including but not limited to faulty control panel or associated equipment), an accidental operation of an automatic sprinkler system or water pressure surge in automatic sprinkler equipment.
- D. Upon the conclusion of any appeals of fines pursuant to Article II, § 1-1 of the Code and MGL c. 40, § 21D, if the TFED is notified that a alarm system owner has failed to pay said fines, the TFED may, within its discretion, send written notice that failure to pay the fines within 30 days of mailing or delivery of the notice shall result in disconnection from the master box.

§ 6-6. Restrictions on tape dialers and similar automatic telephone devices.

- A. Mandatory use of the fire alarm cable for automatic systems. No alarm system shall be equipped with a tape dialer, similar automatic telephone system or audible only system which may or may not transmit an alarm message to any telephone lines of the TFED, if the fire alarm cable currently runs in the way on which the building has frontage.
- B. Existing systems. If, upon enactment of the passage of this by-law, an alarm system in a building fronting on a way in which the fire alarm cable runs is equipped with such a tape dialer or similar automatic telephone device, or an audible system, the alarm system owner shall have 60 days from the passage of this by-law to disconnect such tape dialer or similar automatic telephone device and connect to the fire alarm cable.
- C. Extension of the fire alarm cable. In the event the fire alarm cable is extended so as to run in the way on which a building has frontage and the building utilizes a tape dialer or similar automatic telephone system, or an audible only system, the alarm system owner shall be required to connect to the fire alarm cable within 60 days of notice from the TFED that the fire alarm cable has been extended. The alarm system owner shall also terminate use of the tape dialer or similar automatic telephone system within the 60 days of notice from the TFED of the extension of the fire alarm cable.
- D. Violations. If an alarm system owner fails to comply with this section, the Fire Chief or his/her designee may assess a fine of \$50.

§ 6-7. Appeal procedure.

Any alarm system owner or building owner who is aggrieved by an action taken by the Fire Chief under this by-law may, within 10 days from such action, file an appeal, in writing, to the Board of Selectmen of the Town of Townsend. After notice, the Board shall hold a hearing, after which it shall issue a decision in which it affirms, annuls or modifies the action taken by the Fire Chief giving its reasons therefor. The Board shall send its decision to the owner by first class mail within 10 days after the hearing. The decision of the Board shall be a final administrative decision.

§ 6-8. Regulations and enforcement.

The Fire Chief may promulgate such regulations as may be necessary to implement this by-law. The Fire Chief is authorized to pursue such legal action as may be necessary to enforce this by-law.

§ 6-9. Deposit.

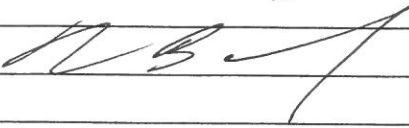
All annual and connection fees herein shall be payable to the TFED for deposit in the Fire Alarm Maintenance Account.

§ 6-10. Severability/liability.

The provisions of this by-law shall be deemed to be severable, and if any of its provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.
The Town of Townsend shall be under no duty or obligation to maintain any specialized equipment or communication system for the monitoring of fire alarm systems. The installation and maintenance of automatic fire alarm systems permitted by this by-law shall be made at no cost to the Town of Townsend.
No liability whatsoever is assumed by the Town of Townsend for the failure of such fire alarm system or monitoring facilities or for failure to respond to fire alarms, or for any other act or omission in connection with such fire alarm systems. Each fire alarm system owner shall be deemed to hold and save harmless the Town of Townsend, its departments, officers, agents and employees for liability in connection with the owner's fire alarm system.

**DISCLOSURE BY NON-ELECTED MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST
AND DETERMINATION BY APPOINTING AUTHORITY
AS REQUIRED BY G. L. c. 268A, § 19**

	MUNICIPAL EMPLOYEE INFORMATION
Name:	Richard B. Bailey
Title or Position:	Police Chief
Municipal Agency:	Town of Townsend
Agency Address:	70 Brookline Street, Townsend MA 01474
Office Phone:	978-597-6214
Office E-mail:	rbailey@townsend.pd.org
	My duties require me to participate in a particular matter, and I may not participate because of a financial interest that I am disclosing here. I request a determination from my appointing authority about how I should proceed.
	PARTICULAR MATTER
Particular matter E.g., a judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, or finding.	Please describe the particular matter. My wife, Kym Craven, owns a private consulting firm, the Public Safety Strategies Group LLC (PSSG). PSSG provides services to a multitude of public safety agencies. A part of the company provides technical consulting services related to public safety radios and dispatch. The Nashoba Valley Regional Dispatch District (NVRDD) has requested a proposal from PSSG through a statewide contract that PSSG is on to deliver management consulting to public safety agencies. The contact with PSSG was initiated through the director of the NVRDD to a member of PSSG. I have not had any involvement with the discussions. At this time there is not a work order or contract in place. If work were to occur it would be with the towns of Berlin and Bolton. While I have provided consulting services through PSSG I am not an owner nor do consult on radio projects. This discussion will likely occur in May 2018.
Your required participation in the particular matter: E.g., approval, disapproval, decision, recommendation, rendering advice, investigation, other.	Please describe the task you are required to perform with respect to the particular matter. At this time, I do not have any involvement in the project or potential contract. I do, as part of my job sit on the Operations Committee of the NVRDD. To date this work has not been discussed at any meeting. Should such a conversation ensue, I will not participate nor will I vote on any such matter.
	FINANCIAL INTEREST IN THE PARTICULAR MATTER
Write an X by all that apply.	<input checked="" type="checkbox"/> I have a financial interest in the matter. <input checked="" type="checkbox"/> My immediate family member has a financial interest in the matter. <input type="checkbox"/> My business partner has a financial interest in the matter. <input type="checkbox"/> I am an officer, director, trustee, partner or employee of a business organization, and the business organization has a financial interest in the matter. <input type="checkbox"/> I am negotiating or have made an arrangement concerning future employment with a person or organization, and the person or organization has a financial interest in the matter.
Financial interest in the matter	Please explain the financial interest and include a dollar amount if you know it.

T	It is my wife's company, therefore I have a financial interest. There is not a contract in place, however, if a contract is issued it will be for less than \$11,000.
Employee signature:	
Date:	4/2/18

DETERMINATION BY APPOINTING OFFICIAL

APPOINTING AUTHORITY INFORMATION	
Name of Appointing Authority:	
Title or Position:	
Agency/Department:	
Agency Address:	
Office Phone:	
Office E-mail:	
DETERMINATION	
Determination by appointing authority:	As appointing official ^s , as required by G.L. c. 268A, § 19, ^{we} have reviewed the particular matter and the financial interest identified above by a municipal employee. ^{we} have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee.
Appointing Authority signature:	 You NCH.
Date:	7-17-18
Comment:	

Attach additional pages if necessary.

The appointing authority shall keep this Disclosure and Determination as a public record.

3.4

**TOWN OF TOWNSEND
CONTRACT OF EMPLOYMENT
TREASURER/COLLECTOR**

This Contract of employment (Contract) made this 17th day of April 2018 by and between the Town of Townsend (Town) and Barbara Tierney, Treasurer/Collector,

WITNESSETH THAT:

EMPLOYMENT: The Town, by and through its Board of Selectmen (the Board) hereby contracts Barbara Tierney as Treasurer/Collector of the Town, pursuant to Massachusetts General Laws, Chapter 41, Section 108N

1. **TERM:** The term of this Contract shall be for a three year period commencing April 17, 2018 and ending April 16, 2021.¹
2. **HOURS OF WORK:** The Treasurer/Collector agrees to devote that amount of time that is reasonably necessary for the Treasurer/Collector to faithfully perform the duties of the position of the Treasurer/Collector.
3. **COMPENSATION:** The Treasurer/Collector and the Board agree that the position of Treasurer/Collector is currently recognized within the Town's non-union compensation and classification plan in Grade 9, and further recognizes, like all positions in the compensation and classification plan, that the position may be reclassified in the future. The Town shall, subject to appropriation, pay the Treasurer/Collector during the term of this Contract on the following basis:
 - a) **The Remainder of Fiscal Year 2018:** Annual Base Salary of \$69,844.32
 - b) **Fiscal Year 2019:** Annual Base Salary of \$73,393.20
 - c) **Salary Increase:** Salary increases in subsequent years, if any, are to be determined as follows:
 - a. If the Treasurer/Collector receives an annual performance evaluation of at least "Meets Expectations" her annual salary shall be increased by one step in the compensation plan within the positions' grade.

The Treasurer/Collector shall receive a stipend of \$500.00 each year for maintaining her Certified Massachusetts Municipal Treasurer designation.

4. **INSURANCE BENEFITS:** The Treasurer/Collector shall be entitled to all health and life insurance benefits to which other Town employees are entitled.

¹ The parties understand that the "contract" is separate and apart from the "appointment" of the Treasurer/Collector (eg. The Treasurer/Collector could be appointed and not have a contract.)

5. **INDEMNIFICATION:** The Town shall defend, save harmless and indemnify the Treasurer/Collector against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of her duties as Treasurer/Collector, even if said claim has been made following her termination from employment, except an intentional violation of the civil rights of any person, provided that the Treasurer/Collector acted within the scope of her duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Treasurer/Collector.

The Town shall reimburse the Treasurer/Collector for any attorney's fees and cost incurred by the Treasurer/Collector in connection with such claims or suits involving the Treasurer/Collector in her professional capacity.

This section shall survive the termination of this Agreement.

6. **ANNUAL VACATION, SICK, PERSONAL AND BEREAVEMENT LEAVE:**

- a) The Treasurer/Collector shall be entitled to a grant of 20 days annual vacation leave per fiscal year. In recognition of the demands serving as Treasurer/Collector and due to unforeseen circumstances, with approval of the Town Administrator, the Treasurer/Collector may carry forward or be paid for her unused vacation time, not to exceed ten (10) days. Remaining unused vacation time shall be forfeited.
- b) The Treasurer/Collector shall be entitled to a grant of four (4) personal days per year, non-cumulative, for the purpose of transacting or attending to personal, business, or household matters.
- d) The Treasurer/Collector shall be entitled to a grant of sick leave in the amount of 15 days per fiscal year. Sick time is accrued each pay period and is carried over from prior fiscal Years, up to 150 days. Further, this contract acknowledges that sick time has no monetary value, and as such, any sick time remaining at the time of the Treasurer/Collector's retirement will be forfeited at no cost to the Town.
- e) If the Treasurer/Collector is sick for three (3) or more days, the Town Administrator may require a doctor's certificate at the Town's expense.
- f) The Treasurer/Collector shall receive up to three (3) consecutive working days leave with full pay for making arrangements and attending the funeral upon the death of a family member of her or her immediate family, which shall include the following persons: husband, wife, children, mother, father, brother, sister, mother-in-law, father-in-law, grandparents. All other relatives who do not fall into this category, bereavement time shall be one (1) day.

7. HOLIDAYS: The following days or days observed as such, shall be recognized as paid Holidays:

New Years' Day	Thanksgiving Day	Memorial Day
Washington's Birthday	Independence Day	Christmas Day
Columbus Day	Veterans Day	Labor Day
Martin Luther King Day	Patriot's Day	Day after Thanksgiving

If the holiday falls on a day off, the Treasurer/Collector will receive an additional day off.

If the Treasurer/Collector is required by the Town Administrator to work on a holiday, she will receive the holiday pay plus normal pay or compensatory time for all hours worked.

If the holiday falls within the vacation period of the Treasurer/Collector, she shall receive an additional day of vacation.

8. PROFESSIONAL DEVELOPMENT: The TOWN recognizes its obligations to the professional development of the Treasurer/Collector, and agrees that the Treasurer/Collector shall be given adequate opportunities to develop her skills. The Treasurer/Collector will be allowed to attend the Annual MCTA School and Summer conference each year without loss of vacation or other leave, and will be reimbursed by the TOWN for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences.

The TOWN also agrees to budget an amount of \$1,290.00, subject to appropriation each year, and pay for travel and subsistence expense of the Treasurer/Collector for short courses, institutes, and seminars that, in the Treasurer/Collector's reasonable judgment, are necessary for her professional development.

9. DISCIPLINE - REMOVAL - TERMINATION: The Town may discipline the Treasurer/Collector by oral reprimand, written reprimand or removal. The Treasurer/Collector shall not be removed, reprimanded or otherwise disciplined in any way, except for just cause. The principle of progressive discipline will apply and the Town recognizes its obligation to provide the Treasurer/Collector with periodic performance evaluations.

- a) The Town may suspend the Treasurer/Collector with or without benefits only for just cause.
- b) The Town may remove the Treasurer/Collector for just cause, by unanimous vote of the Board after a hearing. The Treasurer/Collector shall have the option of choosing whether or not any such hearing shall be closed to the public or held as an open or public hearing. A right of appeal shall exist to the Superior Court of the Commonwealth of Massachusetts.

- c) In all phases of disciplinary action the Treasurer/Collector shall have the right to be represented by counsel at her own expense.
- d) In all phases of disciplinary action the Treasurer/Collector shall be given at least ten (10) business days prior written notice, which will include an explanation of the action being taken, the cause therefore, the date(s) and time(s) of all alleged offenses or violations of the contract, and the date and time of the hearing. After any hearing, the Board must make a written report of the evidence presented and its findings of fact. No evidence may be relied upon which was not produced at the hearing.
- e) Just cause as used in this paragraph shall mean:
 - i) Conviction of the Treasurer/Collector of any crime (whether a felony or misdemeanor) involving moral turpitude, malfeasance, misfeasance or misprision in office;
 - ii) Failure to administer and manage the Treasurer/Collectors office in an efficient, responsible manner;
 - iii) Failure after written warning to carry out the duties and responsibilities of the Treasurer/Collector;
 - iv) Any other just cause.
- f) Either party as provided below may terminate this Contract.
 - i) By mutual written agreement, signed by the Board and the Treasurer/Collector, upon such terms and conditions as may be acceptable to both parties at the time of termination.

Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than six (6) months prior to the end of its initial or any extended terms, this Contract shall automatically be extended on the then applicable terms and conditions for an additional three (3) year period.

In the event the Treasurer/Collector resigns following a formal suggestion by the TOWN that she resign before the expiration of the then applicable term of employment under the contract, the TOWN agrees to pay the Treasurer/Collector a lump sum severance payment equal to six (6) months' salary and benefits.

In the event the Treasurer/Collector intends to resign voluntarily she shall give the TOWN thirty (30) days written notice in advance, unless the parties otherwise agree in writing. Provided such notice is given, the Treasurer/Collector will be entitled to receive

pay for any accrued but unused vacation leave in accordance with 11 a) below.

10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

- a) Upon resignation in good standing the Treasurer/Collector shall be paid on a per diem basis for all accrued but unused vacation leave of the year or resignation and paid within thirty (30) days.
- b) The Treasurer/Collector shall perform her duties in accordance with the job description dated January 15, 2015, a copy of which is attached to this contract, entitled, "Job Description – Treasurer/Collector", and incorporated herein.

11. GENERAL PROVISIONS:

- a) The TOWN agrees that it shall not at any time during the term of this Contract reduce the salary, compensation or other benefits of the Treasurer/Collector, except to the extent that such reduction is evenly applied across-the-board for all employees of the TOWN.
- b) This writing constitutes the complete agreement of the parties as of the date of execution, and any supplemental or additional agreement or amendment to this Contract shall be effective only if in writing and signed by the Board and the Treasurer/Collector.
- c) If any provision of this contract or any portion thereof is held unconstitutional, invalid, or unenforceable, the remainder of this Contract shall not be affected and shall remain in full force and effect.
- d) For any clause of this contract which provides that a certain benefit to the Treasurer/Collector shall be subject to appropriation, the Town understands and acknowledges that it shall be responsible to budget and support any such appropriation at any and all Town meetings.

FOR THE TOWN OF TOWNSEND

By Its Board of Selectmen:

Cindy King, Chairman

Gordon Clark, Vice-Chairman

Sue Lisio, Clerk

By: Treasurer/Collector

Barbara Tierney

Date Signed: _____

**TOWN OF TOWNSEND
CONTRACT OF EMPLOYMENT
TOWN ACCOUNTANT**

This Contract of employment (Contract) made this 17th day of April 2018 by and between the Town of Townsend (Town) and Lauri Plourde, Town Accountant,

WITNESSETH THAT:

EMPLOYMENT: The Town, by and through its Board of Selectmen (the Board) hereby contracts Lauri Plourde as Town Accountant of the Town, pursuant to Massachusetts General Laws, Chapter 41, Section 108N

1. **TERM:** The term of this Contract shall be for a three year period commencing April 17, 2018 and ending April 16, 2021.¹
2. **HOURS OF WORK:** The Town Accountant agrees to devote that amount of time that is reasonably necessary for the Town Accountant to faithfully perform the duties of the position of the Town Accountant.
3. **COMPENSATION:** The Town Accountant and the Board agree that the position of Town Accountant is currently recognized within the Town's non-union compensation and classification plan in Grade 9, and further recognizes, like all positions in the compensation and classification plan, that the position may be reclassified in the future. The Town shall, subject to appropriation, pay the Town Accountant during the term of this Contract on the following basis:
 - a) **The Remainder of Fiscal Year 2018:** Annual Base Salary of \$ 61,074.00
 - b) **Fiscal Year 2019:** Annual Base Salary of \$69,844.00
 - c) **Salary Increase:** Salary increases in subsequent years, if any, are to be determined as follows:
 - a. If the Town Accountant receives an annual performance evaluation of at least "Meets Expectations" her annual salary shall be increased by one step in the compensation plan within the positions' grade.
 - d) The Town Accountant shall receive a stipend of \$500.00 each year for maintaining her Certified Government Accountant.
4. **INSURANCE BENEFITS:** The Town Accountant shall be entitled to all health and life insurance benefits to which other Town employees are entitled.

¹ The parties understand that the "contract" is separate and apart from the "appointment" of the Town Accountant (eg. The Town Accountant could be appointed and not have a contract.)

5. **INDEMNIFICATION:** The Town shall defend, save harmless and indemnify the Town Accountant against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of her duties as Town Accountant, even if said claim has been made following her termination from employment, except an intentional violation of the civil rights of any person, provided that the Town Accountant acted within the scope of her duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Accountant.

The Town shall reimburse the Town Accountant for any attorney's fees and cost incurred by the Town Accountant in connection with such claims or suits involving the Town Accountant in her professional capacity.

This section shall survive the termination of this Agreement.

6. **ANNUAL VACATION, SICK, PERSONAL AND BEREAVEMENT LEAVE:**

- a) The Town Accountant shall be entitled to a grant of 20 days annual vacation leave per fiscal year. In recognition of the demands serving as Town Accountant and due to unforeseen circumstances, with approval of the Town Administrator, the Town Accountant may carry forward or be paid for her unused vacation time, not to exceed ten (10) days. Remaining unused vacation time shall be forfeited.
- b) The Town Accountant shall be entitled to a grant of four (4) personal days per year, non-cumulative, for the purpose of transacting or attending to personal, business, or household matters.
- e) The Town Accountant shall be entitled to a grant of sick leave in the amount of 15 days per fiscal year. Sick time is accrued each pay period and is carried over from prior fiscal Years, up to 150 days. Further, this contract acknowledges that sick time has no monetary value, and as such, any sick time remaining at the time of the Town Accountant's retirement will be forfeited at no cost to the Town.
- f) If the Town Accountant is sick for three (3) or more days, the Town Administrator may require a doctor's certificate at the Town's expense.
- g) The Town Accountant shall receive up to three (3) consecutive working days leave with full pay for making arrangements and attending the funeral upon the death of a family member of her or her immediate family, which shall include the following persons: husband, wife, children, mother, father, brother, sister, mother-in-law, father-in-law, grandparents. All other relatives who do not fall into this category, bereavement time shall be one (1) day.

7. HOLIDAYS: The following days or days observed as such, shall be recognized as paid Holidays:

New Years' Day	Thanksgiving Day	Memorial Day
Washington's Birthday	Independence Day	Christmas Day
Columbus Day	Veterans Day	Labor Day
Martin Luther King Day	Patriot's Day	Day after Thanksgiving

If the holiday falls on a day off, the Town Accountant will receive an additional day off.

If the Town Accountant is required by the Town Administrator to work on a holiday, she will receive the holiday pay plus normal pay or compensatory time for all hours worked.

If the holiday falls within the vacation period of the Town Accountant, she shall receive an additional day of vacation.

8. PROFESSIONAL DEVELOPMENT: The TOWN recognizes its obligations to the professional development of the Town Accountant, and agrees that the Town Accountant shall be given adequate opportunities to develop her skills. The Town Accountant will be allowed to attend the MMA and/or AA Annual Meeting each year without loss of vacation or other leave, and will be reimbursed by the TOWN for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences.

The TOWN also agrees to budget an amount of \$500, subject to appropriation each year, and pay for travel and subsistence expense of the Town Accountant for short courses, institutes, and seminars that, in the Town Accountant's reasonable judgment, are necessary for her professional development.

9. DISCIPLINE - REMOVAL - TERMINATION: The Town may discipline the Town Accountant by oral reprimand, written reprimand or removal. The Town Accountant shall not be removed, reprimanded or otherwise disciplined in any way, except for just cause. The principle of progressive discipline will apply and the Town recognizes its obligation to provide the Town Accountant with periodic performance evaluations.

- a) The Town may suspend the Town Accountant with or without benefits only for just cause.
- b) The Town may remove the Town Accountant for just cause, by unanimous vote of the Board after a hearing. The Town Accountant shall have the option of choosing whether or not any such hearing shall be closed to the public or held as an open or public hearing. A right of appeal shall exist to the Superior Court of the Commonwealth of Massachusetts.

- c) In all phases of disciplinary action the Town Accountant shall have the right to be represented by counsel at her own expense.
- d) In all phases of disciplinary action the Town Accountant shall be given at least ten (10) business days prior written notice, which will include an explanation of the action being taken, the cause therefore, the date(s) and time(s) of all alleged offenses or violations of the contract, and the date and time of the hearing. After any hearing, the Board must make a written report of the evidence presented and its findings of fact. No evidence may be relied upon which was not produced at the hearing.
- e) Just cause as used in this paragraph shall mean:
 - i) Conviction of the Town Accountant of any crime (whether a felony or misdemeanor) involving moral turpitude, malfeasance, misfeasance or misprision in office;
 - ii) Failure to administer and manage the Town Accountants office in an efficient, responsible manner;
 - iii) Failure after written warning to carry out the duties and responsibilities of the Town Accountant;
 - iv) Any other just cause.
- f) Either party as provided below may terminate this Contract.
 - i) By mutual written agreement, signed by the Board and the Town Accountant, upon such terms and conditions as may be acceptable to both parties at the time of termination.

Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than six (6) months prior to the end of its initial or any extended terms, this Contract shall automatically be extended on the then applicable terms and conditions for an additional three (3) year period.

In the event the Town Accountant resigns following a formal suggestion by the TOWN that she resign before the expiration of the then applicable term of employment under the contract, the TOWN agrees to pay the Town Accountant a lump sum severance payment equal to six (6) months' salary and benefits.

In the event the Town Accountant intends to resign voluntarily she shall give the TOWN thirty (30) days written notice in advance, unless the parties otherwise agree in writing. Provided such notice is given, the Town Accountant will be entitled to receive pay for any accrued but unused vacation leave in accordance with 11 a) below.

10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

- a) Upon resignation in good standing the Town Accountant shall be paid on a per diem basis for all accrued but unused vacation leave of the year or resignation and paid within thirty (30) days.
- b) The Town Accountant shall perform her duties in accordance with the job description dated March 25, 2012, a copy of which is attached to this contract, entitled, "Job Description – Town Accountant", and incorporated herein.

11. GENERAL PROVISIONS:

- a) The TOWN agrees that it shall not at any time during the term of this Contract reduce the salary, compensation or other benefits of the Town Accountant, except to the extent that such reduction is evenly applied across-the-board for all employees of the TOWN.
- b) This writing constitutes the complete agreement of the parties as of the date of execution, and any supplemental or additional agreement or amendment to this Contract shall be effective only if in writing and signed by the Board and the Town Accountant.
- c) If any provision of this contract or any portion thereof is held unconstitutional, invalid, or unenforceable, the remainder of this Contract shall not be affected and shall remain in full force and effect.
- d) For any clause of this contract which provides that a certain benefit to the Town Accountant shall be subject to appropriation, the Town understands and acknowledges that it shall be responsible to budget and support any such appropriation at any and all Town meetings.

**FOR THE TOWN OF TOWNSEND
By Its Board of Selectmen:**

Cindy King, Chairman

Gordon Clark, Vice-Chairman

Sue Lisio, Clerk

By: Town Accountant

Lauri Plourde

Date Signed: _____

