



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

Sue Lisio, *Chairman*  
James M. Kreidler, Jr.,  
*Town Administrator*

Cindy King, *Vice-Chairman*

Wayne Miller, *Clerk*  
(978) 597-1701

MEETING MINUTES FOR FEBRUARY 15, 2019 3:00 P.M.  
SELECTMEN'S CHAMBERS, TOWN HALL  
272 IN STREET, TOWNSEND, MA

I. PRELIMINARIES - VOTES MAY BE TAKEN:

- 1.1 SL called the meeting to order at 3:00P.M.  
Roll call vote showed 3 members presented: Chairman, Sue Lisio (SL) Vice-Chairman Cindy King (CK) and Clerk Wayne Miller (WM).
- 1.2 Pledge of Allegiance
- 1.3 SL announce that the meeting is being tape recorded by Cindy King.
- 1.4 SL moved to table the public comment period.

II: EXECUTIVE SESSION - VOTES MAY BE TAKEN:

- 2.1 WM moved to enter into executive session pursuant to GL c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining position or litigating position and the chair so declares AFSCME Police Union Grievance and executive session pursuant to GL c. 30A, s. 21(a)(2) to conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel, RE: MOU Paramedic and executive session pursuant to GL c. 30A, s. 21(a)(5) to investigate charges of criminal misconduct or to consider the filing of criminal complaints to reconvene in open session. SL declare CK seconded. Roll call SL (YES) CK (YES) and WM (YES)

WM moved to enter into open session at 3:55P.M. CK seconded. Roll call vote SL (YES) WM (YES) and CK (YES).

III. MEETING BUSINESS - VOTES MAY BE TAKEN:

- 3.1 Town Accountant Position Discussion, RE: Vacancy  
WM moved to authorize the TA to post for the position of Town Accountant at different locations as previously discussed. CK seconded. Unanimous vote.
- 3.2 Board discussion to review and/or revise/approve the Town Administrator job description consistent with the Town Charter.  
Mr. Kreidler reviewed with the Board the changes he suggests in the job descriptions. The Board discussed various changes to including employee progressive job performance plans. The Board agreed most language is standard.

SL stopped for brief moment to inquire if an audience member was taping. The person confirmed they were. SL asked to be informed prior to videotaping so it can be properly noted in the minutes.

Additional discussion regarding the legal and recommended description in particular ensued.

- 3.3 Board discussion and development of a list of specific expectations for the Town Administrator position.

WM stated he worked on the list and separated issues within job description like communication and job goals. Further stating the Board of Selectmen goals turn are the Town Administrator goals to carry forward.

- 3.4 Budget Hearing Schedule, RE: Discussion.  
The Board reviewed the schedule (please see attached).

Discussion regarding an all Boards meeting, SL stated she would like to set for a Saturday with the possible date of March 9<sup>th</sup>. Notification to Chairpersons will be sent out.

IV. WORK SESSION - VOTES MAY BE TAKEN:

- 4.1 Town Administrator updates and report - None  
4.2 Board of Selectmen announcements, updates, and reports. - None  
4.3 Clerk of the Board announcements for events - None  
4.4 Board Correspondence. - None, CK to organize summary of correspondence for the next meeting.

V. ADJOURNMENT:

WM moved to adjourn at 4:25 CK seconded. Unanimous vote.

Respectfully submitted by,

  
Carolyn Smart, Executive Assistant to the Town Administrator

Voted to approve the meeting minutes for the meeting of February 15, 2019 by the Board of Selectmen this  
19th day of March, 2019.

## TOWN ADMINISTRATOR

### **Position Purpose:**

Performs professional management work overseeing activities of town departments under the jurisdiction of the Board of Selectmen and in accordance with federal, state, local laws and regulations. Is responsible to the Board of Selectmen for the administration of all town affairs placed in his/her; provides executive leadership for the Town in areas of policy formulation, fiscal affairs, labor relations, and organizational development. Performs all other related work as required.

### **Supervision:**

*Supervision Scope:* Performs highly responsible work of a complex nature, requiring the exercise of considerable independent judgment. Provides professional advice to a variety of officials, departments, boards and committees concerning the development, implementation and administration of the policies, goals, regulations, and statutory requirements related to the administration and operation of the Town. Analyzes difficult administrative problems and recommends solutions, managing diverse projects, recommending long and short range goals, motivating and coaching managers, and coordinating the activities of many independent boards, commissions, and departments.

*Supervision Received:* Works under the policy direction of the Board of Selectmen with considerable latitude for independent judgment and action. Assumes responsibility for developing and achieving the department's goals and objectives. Questions are referred to supervisor only when clarification of town policy is needed. Works under the jurisdiction of federal, state and local laws and procedures. Works under the orders and directives received from town meeting.

*Supervision Given:* Supervises and directs the administration of town departments and offices for whose function he/she is responsible. Incumbent is responsible for the day-to-day management of the entire work force under the control of the Board of Selectmen and as otherwise authorized by Board. Hires staff, provides daily direction, and counsels and disciplines staff consistent with town policies.

### **Job Environment:**

Work is generally performed under typical office conditions. Required to work outside of normal business hours and attend frequent evening meetings. Also, may be contacted at home at any time to respond to important situations and emergencies. Incumbent is required to attend numerous meetings with various town boards and committees and is expected to attend social and civic events to represent the Town.

Operates an automobile, computer, telephone, and standard office machines.

Makes frequent and direct contact with local, county, state, regional and federal agencies and officials, the media, community leaders, town employees and department heads, local civic and

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special interest groups, and the general public. Contacts are in person, by telephone, in writing and via internet. Contacts require considerable persuasiveness, resourcefulness, discretion, and negotiating skills to influence the decisions and behavior of other parties. Contacts involve attendance at meetings and conferences. Incumbent is recognized as a spokesperson for the Town.

Has access to an extensive amount of highly confidential information relating to the Town of Townsend, the disclosure of which may cause serious repercussions. Confidential information may include, but is not limited to, police investigations, labor negotiations, personnel records, contract development, and information about citizens.

Errors in judgment could have continuing adverse effect on the Town's ability to deliver services, result in loss of municipal revenues, have far-reaching legal and financial ramifications, and cause significant adverse public relations.

### **Essential Functions:**

*(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)*

Is Chief Administrative Officer of the Town of Townsend, directly responsible to the Board of Selectmen for the administration of all town affairs placed in his/her charge by the Board. Assists the Board of Selectmen with the formulation of policy and execution of its directives. Manages and supervises departments and offices of the Town to achieve goals within available resources. Plans and organizes workloads and staff assignments. Exercises administrative authority over town departments, commissions, boards, committees, and officers under the jurisdiction of the Board. Trains, motivates and evaluates assigned staff.

Supervises department heads appointed by the Board of Selectmen; provides assistance in program planning, grantsmanship, personnel management, and budget development; makes recommendations to the Board of Selectmen in conjunction with department heads regarding departmental operations.

Establishes and maintains appropriate administrative procedures for the conduct of all affairs under the Board of Selectmen's jurisdiction, and when appropriate, to facilitate the coordination of all town activities.

Provides leadership and direction in the development of short and long range plans; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates department activities with other departments as needed.

Attends all regular meetings of the Board of Selectmen, and has a voice but not a vote in all of its deliberations. Prepares agendas, sets meetings and correspondence priorities. Brings to the

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attention of the Board all information relevant to the performance of the Office of the Selectmen. Provides professional advice to the Board of Selectmen and department heads. Makes presentations to boards, commissions, civic groups and the general public. Communicates official plans, policies and procedures to staff and the general public.

Administers the Selectmen's Office by receiving and making appropriate disposition of all correspondence and communications. In conjunction with the Chairperson of the Board, makes all procedural and substantive preparation for the meetings of the Board. Anticipates the needs of the Board for information and background material for setting policy and decisions made by the Board. Ascertains that all decisions of the Board are carried out.

Responds to inquiries, complaints and problems, and provides assistance to department directors, town staff, local and state officials, and business and community leaders, citizens, the news media, and the general public. Resolves the more difficult customer service requests.

Acts as the Board of Selectmen's liaison to town building committees on town-wide construction and other capital projects. Coordinates and supervises the employees and processes of municipal departments under the jurisdiction of the Board of Selectmen who have direct responsibility and accountability in municipal construction projects. Those municipal departments may include, but is not limited to, procurement, public safety, public works, planning, zoning, and inspectional services. May also coordinate efforts with Town Counsel and Town Accountant.

Informs the Board and any other appropriate boards/committees of all relevant statutory and regulatory changes.

May serve as Chairperson of many statutory and *ad hoc* committees; may serve as the Board of Selectmen's designee on other committees and boards.

Engages in a variety of public relations and town-wide coordination activities to ensure support from appropriate public and private constituencies and other institutions and government entities; works with local, county, state, and federal officials to identify and resolve problems, gain support or exchange information.

Informs and advises the Board of Selectmen of trends, problems and activities as appropriate to facilitate policy making; recommends policy, guidelines and operational strategies to board; implements policy options as directed by the Board.

Shapes the policies of the Town's financial plan. Prepares the budget and presents the financial plan to the Board of Selectmen and Finance Committee. Responsible for the development and updating of the capital improvement program. Maintains policy boards' awareness of the Town's financial condition and financial needs. Serves as the Board of Selectmen's representative to the Finance Committee.

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Responsible for the preparation of annual and special town meeting warrants and annual town report. Attends all sessions of the town meeting and provides Selectmen with information to address questions from voters of the Town.

Supervises, directs and coordinates town services under the jurisdiction of the Board of Selectmen; coordinates and cooperates with the Planning Board, Appeals Board, Conservation Commission, Board of Health, and other boards, commissions, and committees.

Coordinates all labor negotiations and grievance procedures as directed by the Board of Selectmen, acts as collective bargaining agent; evaluates and renders advisory decisions to the Board on grievances by employees as required. Mediates grievances and complaints from town employees; represents the Town in grievances and lawsuits.

Serves as the Town's personnel officer; consults with the department heads regarding personnel issues and policies; may propose modifications to Personnel Policies. Makes recommendations regarding vacancies in town offices, department head positions, committees, commissions and boards to be filled by the Board of Selectmen; in cooperation with department heads, recommends hiring and firing and disciplining of town employees.

Works with town boards and commissions in an advisory capacity; provides reports on various town projects; works with regional and state agencies.

Administers procedures for licenses and permits issued by the Board of Selectmen.

Coordinates departmental operational policies, rules, regulations, and procedures, and submits them to the Selectmen for approval.

Coordinates litigation and legal opinions between the Selectmen, Town Counsel, and various boards, departments, committees, and commissions.

Ensures that projects and programs are effectively coordinated by supervising the projects and programs, ensuring that communications are defined amongst officials and employees involved, and reporting to Selectmen on problems encountered.

Conducts regular staff meetings with department heads; reviews program goals and objectives with department heads.

Sees to it that the provisions of general laws, votes of town meetings and of the selectmen, which require enforcement by him/her or officers subject to his/her direction and supervision are faithfully carried out.

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Reviews budget reports, financial statements, requests for proposals, and other documents; makes recommendations and forwards documents for further action as required. Composes letters, memos, e-mail documents and other materials; writes reports.

Attends county, regional, state, and federal meetings as the representative of the Selectmen.

Maintains knowledge of practices and trends in local government management by attending professional seminars and conferences.

Performs similar or related work as required.

### **Recommended Minimum Qualifications:**

#### Education, Training and Experience:

Master's degree in public administration, business management or closely related field; five years of experience as a municipal administrator; experience with town meeting process; or any equivalent combination of education, training and experience.

#### Special Requirements:

Valid Massachusetts driver's license.

#### Knowledge, Ability and Skill:

*Knowledge:* Thorough knowledge of the principles and practices of public finance, budget management, personnel management, collective bargaining, and intergovernmental relations. Comprehensive knowledge of the functions of municipal government. General understanding of the interaction between local government, state government, and federal government. General knowledge of Massachusetts General Laws as they apply to municipal government. Working knowledge of public administration, practices, and general office procedures. Sufficient knowledge of emerging technologies to recognize its value to the Town.

*Ability:* Ability to plan, organize and direct the preparation of reports, analyze problems, and formulate recommendations. Ability to speak and write effectively. Ability to establish and maintain effective working relationships with all town employees, board/committee members, officials and the general public. Ability to conceptualize and put into operation department and town-wide goals and objectives. Ability to plan, organize, evaluate and control the administration of town programs.

*Skill:* Excellent fiscal and supervisory skills. Skill as a strategic thinker experienced in bringing divergent perspectives to agreement around key public policies and programs. Professional skills related to customer services. Basic skill in utilizing personal computers.

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### Physical Requirements:

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Lifts/moves objects weighing up to 10 pounds, files, and types on a keyboard at a moderate speed. Operates automobile to perform in-town and out-of-town travel to transact town business; travel to night meetings are common place in order to confer with the Board of Selectmen and other town bodies. Regularly conveys information to the public.*

*(This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)*



## Chapter C. Charter

### Article 4. Town Administrator

#### Section 4-1. Appointment; Qualification; Term

The Selectmen shall appoint a Town Administrator and shall fix the compensation for such person, annually, within the amount appropriated by the Town. The Town Administrator shall be appointed solely on the basis of demonstrated executive and administrative qualifications. The Town Administrator shall be a person especially fitted by education, training and or previous experience in public administration to perform the duties of the office. The Town Administrator need not be a resident of the Town at the time of appointment or at any time during the period of such service. The Town Administrator shall not have served in an elective position in Town government for at least twelve months prior to appointment. The Town may from time to time establish by By-law such additional qualifications as seem necessary and appropriate. The Town Administrator shall not hold any other public office, elective or appointive. The Board of Selectmen shall provide for an annual review of the job performance of the Town Administrator which shall, at least in summary form, be a public record.

#### Section 4-2. Powers and Duties

The Town Administrator shall be the chief administrative officer of the Town, directly responsible to the Board of Selectmen for the administration of all Town affairs for which the office of Town Administrator is given responsibility by or under this Charter. The powers and duties of the Town Administrator shall include, but are not intended to be limited to, the following:

- (a) To supervise, direct and be responsible for the efficient administration of all functions and activities for which the office of Town Administrator is given authority, responsibility or control by this Charter, by By-law, Town Meeting vote, vote of the Board of Selectmen, or otherwise.
- (b) To see that the personnel policies and practices, rules and regulations are equally administered for all Town employees. If a union or other personnel contract differs from the general policies, the Town Administrator will see that these are administered according to the contract, with the exception of the Town Administrator's contract which will be overseen and administered by the Board of Selectmen.
- (c) To attend all regular and special meetings of the Board of Selectmen, unless unavailable for reasonable cause, and shall have a voice, but no vote, in all proceedings.
- (d) To keep the Board of Selectmen fully advised at a public meeting or in writing as to the needs of the Town and all Agencies and to make recommendations to the Board of Selectmen of actions required to resolve the situation.
- (e) To prepare the budgets which fall directly under the Board of Selectmen. To oversee the budgets for the Agencies under the supervision of the Selectmen, and in addition the Town Administrator will present to the Selectmen the budgets of elected Agencies and the Capital Plan in such a manner that the Selectmen have an understanding of the total budget. The Town Administrator will also work with the Finance Committee, the Accountant and the Treasurer to develop a plan for the funding of appropriations.
- (f) The Town Administrator will be responsible for Central Purchasing.
- (g) To see that all of the provisions of the laws of the Commonwealth, of this Charter, Town Bylaws, other votes of Town Meeting, and votes of the Board of Selectmen which require enforcement by the Town Administrator or other officers subject to the direction and supervision of the Town Administrator, are faithfully executed, performed or otherwise carried out.

Agency, its officers or employees under the jurisdiction of the Board of Selectmen.

- (i) To attend all sessions of all Town Meetings and to be prepared to answer all questions raised by voters which relate to warrant articles and to matters over which the Town Administrator exercises any supervision.
- (j) To coordinate the activities of all Town agencies serving under the office of Town Administrator and the office of the Board of Selectmen with those under the control of other officers and multiple member bodies elected directly by the voters. For this purpose, the Town Administrator shall have the authority to require the persons so elected, or their representatives, to meet with the Town Administrator, at reasonable times, for the purpose of effecting coordination and cooperation among all agencies of the Town.
- (k) To perform any other duties that are required to be performed by the Town Administrator by By-laws, Administrative Code, vote of the Town Meeting or votes of the Selectmen, or otherwise.

## Section 4-3. Delegation of Authority

The Town Administrator may authorize any subordinate officer or employee to exercise any power or perform any function or duty which is assigned to the office of Town Administrator, provided, however, that all acts performed under any such delegation shall at all times be deemed to be the acts of the Town Administrator.

**TOWN OF TOWNSEND  
CONTRACT OF EMPLOYMENT  
TOWN ADMINISTRATOR**

This Contract of employment (Contract) made this 17<sup>th</sup> day of October 2017, by and between the Town of Townsend and James M. Kreidler, Jr.

**WITNESSETH THAT:**

1. **EMPLOYMENT:** The Town, by and through its Board of Selectmen (the "BOARD" or the "TOWN") hereby appoints, employs and contracts James M. Kreidler, Jr. as Town Administrator of the Town (the "TOWN ADMINISTRATOR"), pursuant to Massachusetts General Law, Chapter 41, Section 108N and Article 4 of the Townsend Charter.
2. **TERM:** The term of this Contract shall be for a four and three quarter (4  $\frac{3}{4}$ ) year period ("Term") commencing October 17, 2017 and ending June 30, 2022.
3. **HOURS OF WORK:** The TOWN ADMINISTRATOR agrees to devote that amount of time that is reasonably necessary to faithfully perform the duties of the position of TOWN ADMINISTRATOR. It is recognized that the TOWN ADMINISTRATOR must devote a great deal of time outside of normal office hours to the business of the Town, and to that end, the hours of work for the TOWN ADMINISTRATOR shall not be specified.
4. **COMPENSATION:** The TOWN ADMINISTRATOR and the Board agree that the position of TOWN ADMINISTRATOR is hereby removed from the Town's non-union compensation and classification plan. The Town shall pay the TOWN ADMINISTRATOR during the term of this Contract on the following basis:
  - a) **For the balance of fiscal year 2018:** Annual base salary of \$125,242.70.
  - b) **For each fiscal year thereafter:** Annual base salary shall be based upon performance and shall be determined by negotiation of the parties. In no event shall the base be increased by anything less than the increase received by any non-union subordinate(s) in the organization.<sup>1</sup>
5. **INSURANCE BENEFITS:** The TOWN ADMINISTRATOR shall be entitled to all

<sup>1</sup> The TOWN ADMINISTRATOR hereby agrees to forfeit his right to a base salary increase of not less than the Fire Chief's base salary increases for FY18 and FY19.



health, life and dental benefits to which other Town employees are entitled on at least the same terms.

**6. INDEMNIFICATION:**

To the extent permitted by law, the Town shall defend, save harmless and indemnify the TOWN ADMINISTRATOR against any tort, professional liability, claim or demand, or other civil legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of his duties as TOWN ADMINISTRATOR, even if said claim has been made following his termination from employment, except an intentional violation of the civil rights of any person, provided that the TOWN ADMINISTRATOR acted within the scope of his 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 ADMINISTRATOR.

The Town shall have the discretion to determine whether or not to assign counsel or reimburse the TOWN ADMINISTRATOR for his reasonable attorneys' fees and costs in connection with such claims or suits involving the TOWN ADMINISTRATOR in his professional capacity, provided that the TOWN ADMINISTRATOR acted within the scope of his duties. Separate counsel will be assigned to the TOWN ADMINISTRATOR in the case of a conflict of interest between the TOWN and the TOWN ADMINISTRATOR'S interests in any such matter.

The provisions of Section 6 shall not apply to disputes between the TOWN and the TOWN ADMINISTRATOR regarding the termination or other separation of his employment, or concerning any of the terms and provisions of this Agreement.

This section shall survive the termination of this Agreement.

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

- a) The Town Administrator shall be entitled to a grant of twenty-five (25) days annual vacation leave for FY17, thirty (30) days in FY18 and thirty-five (35) days in FY19 and each year thereafter. In recognition of the demands serving as TOWN ADMINISTRATOR the TOWN ADMINISTRATOR may sell back two weeks of accrued but unused vacation time in each fiscal year.
- b) The TOWN ADMINISTRATOR 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.
- c) The TOWN ADMINISTRATOR shall be entitled to a grant of sick leave in the amount of 15 days per year of this contract and any successor contract, in advance for a total of 45 days covering FY17-18-19 and then a grant of 15 days per fiscal year thereafter. At any given time the TOWN ADMINISTRATOR may accumulate a

maximum of one-hundred-fifty (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 ADMINISTRATOR'S retirement or other separation from employment will be forfeited at no cost to the Town.

- d) The TOWN ADMINISTRATOR 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 his immediate family, which shall include the following persons: 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.

8. **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	

9. **AUTOMOBILE MILEAGE STIPEND:** In lieu of a Town-owned and maintained vehicle for use by the TOWN ADMINISTRATOR the Town shall provide the TOWN ADMINISTRATOR an auto mileage stipend of \$300.00<sup>2</sup> per month for the TOWN ADMINISTRATOR to use his personal vehicle in all matters related to his employment. The TOWN will, however, reimburse the TOWN ADMINISTRATOR for all business related travel expenses (e.g. tolls, parking).

Effective July 1, 2019 the auto mileage stipend will increase to \$500.00 per month.

10. **RETIREMENT BENEFITS:** The TOWN ADMINISTRATOR shall be eligible to participate in the Town's retirement program in accordance with chapter 32 of the Massachusetts General Laws.
11. **DUTIES:** The TOWN ADMINISTRATOR shall perform the duties as detailed in section 4 of the Townsend Charter and in the job description for the position of TOWN ADMINISTRATOR attached hereto and to perform other legally permissible and appropriate functions and duties as the BOARD shall from time to time assign. The TOWN ADMINISTRATOR shall be the Chief Administrative Officer of the TOWN, pursuant to the Townsend Charter.
12. **PROFESSIONAL DEVELOPMENT:** The TOWN agrees that the TOWN ADMINISTRATOR shall be given adequate opportunities to develop his skills and abilities as a public administrator; accordingly, with the prior permission of the TOWN

<sup>2</sup> The Town Administrator reserves the right to have this payment converted to weekly "regular compensation" with all appropriate deductions for retirement purposes, provided the same is consistent with law and approved by the appropriate Retirement Board(s).



the TOWN ADMINISTRATOR will be allowed to attend professional conferences 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, with the prior approval of the TOWN, to pay for reasonable travel and related expense of the TOWN ADMINISTRATOR for short courses, institutes, and seminars that, in the TOWN ADMINISTRATOR'S reasonable judgment, are necessary for his professional development.

The Town shall reimburse the TOWN ADMINISTRATOR for reasonable expenses incurred in connection with his attendance at professional management development courses and/or seminars, including, but not limited to, tuition for one college level course per semester at a college of the TOWN ADMINISTRATOR'S choice, subject to the prior approval of the TOWN and subject to appropriation.

**13. DUES AND SUBSCRIPTIONS DUES AND SUBSCRIPTIONS:** The TOWN agrees to budget an amount of \$1,500.00 subject to appropriation, and to pay for the professional dues and subscriptions of the TOWN ADMINISTRATOR, subject to the approval of the TOWN, for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement, and for the good of the TOWN.

**14. RESIGNATION-DISCIPLINE - REMOVAL - TERMINATION:**

The Town may discipline the TOWN ADMINISTRATOR by oral reprimand, written reprimand, suspension or removal. The TOWN ADMINISTRATOR shall not be removed, suspended, reprimanded or otherwise disciplined in any way, except for just cause and by a unanimous vote.

- a) Reprimand or Suspension- The Town may serve an oral or written reprimand upon, or suspend, the TOWN ADMINISTRATOR only for just cause.
- b) Removal- The Town may remove the TOWN ADMINISTRATOR for just cause by a unanimous vote of the members of the Board after a hearing. The TOWN ADMINISTRATOR 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 vote of removal may be appealed by the TOWN ADMINISTRATOR to the American Arbitration Association and such vote of removal shall not be deemed final until the decision of the arbitrator. The TOWN ADMINISTRATOR shall be placed on paid administrative leave with no loss in pay or benefits under this contract until his appeal is exhausted. If an arbitrator cannot be agreed upon, the parties will both submit the matter to the American Arbitration Association for selection in accordance with its procedures. The cost of any arbitration shall be split equally between the parties.



The parties hereby agree that the decision of the Arbitrator shall be deemed final and binding upon the parties and that the parties may only appeal the arbitrator's decision to the Superior Court of the Commonwealth of Massachusetts on a point of law.

- c) In any disciplinary action brought against him, the TOWN ADMINISTRATOR shall have the right to be represented by counsel at his own expense.
- d) In all phases of disciplinary action the TOWN ADMINISTRATOR shall be given at least ten (10) business days prior written notice, which will include an explanation of the action being contemplated, the just 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 TOWN must make a written report of the evidence presented and its findings of fact. No evidence may be relied upon which was not produced, and allowed to be responded to, during the disciplinary process.
- e) Either party as provided below may terminate this Contract.
  - i) Mutual written agreement- signed by the TOWN and the TOWN ADMINISTRATOR, upon such terms and conditions as may be acceptable to both parties at the time of termination.
  - ii) Non-Renewal- Unless the TOWN provides written notice to the TOWN ADMINISTRATOR of a unanimous vote of its intention to not renew this contract no less than twelve (12) months prior to the end of its initial or any extended terms ("notice period"), this Contract shall automatically be extended on the then applicable terms and conditions for an additional term.

The parties mutually agree that terms and conditions of this or any successor contract shall remain in full force and effect during any subsequent negotiations unless and until changes, if any, are agreed upon, are reduced to writing and executed by the parties. The parties may mutually agree to negotiate any terms and conditions of this Contract at any time.

iii) In the event the TOWN ADMINISTRATOR'S contract is not renewed or in the event TOWN ADMINISTRATOR elects to resign following a formal suggestion by the TOWN that he resign, before the expiration of the then applicable term of employment the TOWN agrees to pay the TOWN ADMINISTRATOR a lump sum severance payment equal to twelve (12) months' salary and benefits.

iv) In the event the TOWN ADMINISTRATOR intends to resign voluntarily before the natural expiration of any term of employment, then the TOWN ADMINISTRATOR shall give the TOWN thirty (30) days written notice in advance, unless the parties otherwise agree in writing. Provided such notice is given or the parties otherwise agree in writing, the TOWN ADMINISTRATOR will be entitled to receive pay for any accrued but unused vacation leave.

v) Upon resignation in good standing or retirement, the TOWN ADMINISTRATOR shall receive severance pay equal to one week for each year of service up to a maximum of twelve (12) weeks to be paid as a lump sum cash payment within thirty (30) days of the date of resignation or retirement.

The Town recognizes its obligation to provide the TOWN ADMINISTRATOR with periodic performance evaluations. Each year, on or before December 31, the BOARD shall review and evaluate the performance of the TOWN ADMINISTRATOR utilizing an evaluation instrument to be developed and approved by the parties, all in conformance with the Public Records and Open Meeting Law. Performance shall be presumed satisfactory if no evaluation is conducted.

**15. RESIDENCY:** The TOWN ADMINISTRATOR need not be a resident of Townsend to hold this position.

**16. 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 ADMINISTRATOR, 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 TOWN and the TOWN ADMINISTRATOR.
- 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 ADMINISTRATOR 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.
- e) **Governing Law:** This Agreement shall be governed by and construed in accordance with the Charter of the Town of Townsend and the laws of the Commonwealth of Massachusetts.
- f) A failure to appropriate an amount sufficient to fund all of the provisions of this contract shall be deemed to be a breach of contract and shall obligate the TOWN to pay the severance provision detailed in Section 14 e) iii) above or the cash value of the salary and benefits of the balance of the contract, whichever is greater.

**FOR THE TOWN OF TOWNSEND**

**By: Its Board of Selectmen:**

Gord Clark  
Gordon Clark, Chair

Cindy King  
Cindy King, Vice-Chair

Sue Lisio  
Sue Lisio, Clerk

**By: Town Administrator**

James M. Kreidler, Jr.

**SIGN  
HERE**

AK





Scheduled Budget Hearings:

3.4

February 26, 2019

6:10P.M. Town Clerk

6:30P.M. Highway Superintendent

6:45P.M. Facilities

7:00P.M. Townsend Housing Authority

February 27, 2019

7:00P.M. School Budget at the High School

March 5, 2019

6:10P.M. Recreation Commission

6:25P.M. Fire-EMS Chief

6:45P.M. Board of Health

7:00P.M. Police Chief

March 19, 2018

6:10P.M. Library

6:30P.M. Council On Aging

