

**EMPLOYMENT AGREEMENT  
BETWEEN  
TOWN OF TEMPLETON  
AND  
Jeffrey Aldrich  
FOR SERVICES AS  
SUPERINTENDENT OF THE SEWER DEPARTMENT**

THIS AGREEMENT (the "Agreement") made as of the 8<sup>th</sup> day of December, 2021, by and between the Town of Templeton, a Massachusetts municipal corporation, having a mailing address of 160 Patriots Road, P.O. Box 620, East Templeton, MA 01438 (hereinafter the "Town"), acting by and through its Board of Sewer Commissioners (hereinafter the "Commission") and Jeffrey Aldrich (the or "Superintendent"), having a mailing address of 379 Elmwood Road, Winchendon, MA 01475, (collectively, the "Parties").

WHEREAS, the Commission is the appointing authority for the Superintendent of the Sewer Department; and

WHEREAS, the Commission desires to retain the services of the Superintendent to provide operational and supervisory services on behalf of the Sewer Department and for the period and on the terms and conditions set forth herein; and

WHEREAS, the Superintendent desires to enter into the employ of the Town and in such capacity; and

WHEREAS, it is the desire of the Parties to enter into a written agreement defining the responsibilities, salary, and benefits of the position of Superintendent; and

WHEREAS, the Board of Selectmen has responsibility for setting the salary schedules and benefits to be paid and provided under the Town's personnel policies and must assent to the establishment of any such salary or benefits which varies from such established policies.

NOW, THEREFORE in consideration of mutual covenants herein contained, the Parties agree, promise and covenant as follows:

1. Scope of Agreement. The Commission will employ the Superintendent in the position of Superintendent of the Sewer Department and its Chief Operator of its facilities, and the Superintendent agrees to accept such employment, on the terms and subject to the conditions set forth herein.
2. Term. The Superintendent's term of employment hereunder commences on December 8, 2021 (the "Effective Date") and shall remain in effect through December 7, 2024 (the "Termination Date"), unless earlier terminated pursuant to the terms hereof.
3. Duties. In such capacity, the Superintendent, under the general direction of the Commission, shall perform the highly responsible administrative and professional work in managing the operations of the Sewer Department. This shall include direct oversight of all collection systems, pump stations, treatment facilities and processes, and Sewer Department staff; preparation, presentation, and defense of the annual and operating budgets; attendance and participation in various coordinating committees and information

sharing responsibilities sponsored and organized by the Town; and other duties as time to time may be assigned by the Commission.

4. Compensation and Benefits.

- (a) Salary. During the period of December 8, 2021, through December 7, 2024, the Town shall pay the Superintendent a salary of Eighty-Seven Thousand Dollars (\$87,000.00) annually, subject to applicable withholdings and deductions, payable in pro-rated installments corresponding to the Town's bi-weekly payroll schedule. Thereafter, the Superintendent's performance will be reviewed by the Commission on an annual basis. The Commission, in such annual performance review, shall assess the Superintendent's performance, as measured by an annual plan of goals and objectives.

The salary for each of the succeeding periods of twelve months shall be based upon merit as determined by a positive performance evaluation and subject to appropriation by Town Meeting. Any changes in compensation shall be effective upon the first day beginning the start of a new fiscal year – July 1. On July 1, 2022 (FY23) a \$3,000.00 increase to \$90,000.00 annual salary; on July 1, 2023 (FY24) a \$3,000.000 increase to \$93,000.00 annual salary; on July 1, 2024 (FY25) a \$3,000.00 increase to \$96,000.00 annual salary.

Whenever there shall be more than 52 whole weeks within the twelve-month period, the foregoing salary shall be appointed as if it were paid on a weekly or daily basis (i.e. divided by 52 or divided by 260) and any partial pay shall be paid over to the Superintendent with the following payroll.

For the purposes of the federal Fair Labor Standards Act and the Massachusetts Wage and Hour Law, the Superintendent is designated as an "exempt" employee.

- (b) Benefits. As of the Effective Date, the Superintendent shall enjoy the rights provided by the Town's Personnel Policy and all general and fringe benefits, including those related to retirement and health insurance, provided to Town employees under the General By-laws, Town Meeting action, or state law, as they now exist or as amended from time to time.
- (c) Vacation Leave. As of the Effective Date, the Superintendent shall continue accruing vacation leave from his current amount accrued. The Superintendent shall continue to be classified as a Town employee as of the date of hire and progress thereafter in the normal order. The Superintendent shall be entitled to receive compensation for any unused, accumulated vacation time remaining in his account at the time of termination of employment.
- (d) Sick Leave. As of the Effective Date, the Superintendent shall continue accruing sick leave from current amount accrued.
- (e) Personal Leave. As of the Effective Date, the Superintendent shall accrue three (3) days of personal leave each July 1 to be used in the fiscal year it is granted.



- (f) Absences. All requests for vacation leave, sick leave, and personal leave shall be made to the Chair of the Commission on forms provided for such purposes. The Superintendent shall advise the Commission of any anticipated or emergency absences from work greater than two (2) days. Any use of vacation time in excess of three (3) days shall require pre-approval by the Commission, or its designee, and such approval shall not be unreasonably withheld.
- (g) Automobile. The Town shall provide the Superintendent with a vehicle for his official use, in connection with the performance of his official duties and for attendance at activities classified as professional growth and development. The Town will be responsible for the maintenance and repair of said vehicle and for all operating expenses thereof. Since the Superintendent is on call in the event of an emergency, the vehicle may be used for personal reasons incidental to the performance of his duties.
- (h) Uniform. The Town shall provide the Superintendent with a uniform.
- (i) Phone. The Town shall provide the Superintendent with a cellular phone for use in carrying out his official duties. The Town shall be responsible for all costs associated with the Town-issued cellular phone.
- (j) Reimbursement. The Town shall reimburse the Superintendent for expenses incurred in the performance of his duties as an official representative of the Town, in accordance with the Town's policies and procedures. The Superintendent agrees to maintain receipts documenting such expenses and provide them to the Commission upon request. If the Superintendent shall incur expenses more than \$100.00, approval of the Chair of the Commission shall be required prior to incurring such expense.

5. Additional Terms and Conditions of Employment.

- (a) Residency. The Superintendent shall maintain residency within the Town or another community within 15 miles, border to border.
- (b) Office Hours. It is recognized that the Superintendent must devote a great deal of time outside of normal office hours to the business of the Town. Therefore, he may adjust his normal office hours accordingly as he deems appropriate, with prior notice to the Commission.
- (c) Dual Occupation. The Superintendent shall devote full-time attention to the business of the Town and shall not engage in any other occupation except with the written approval of the Commission. The Superintendent shall not hold any other office in the Town. The Superintendent may, with Commission approval, serve as the Town's representative to regional boards, commissions, or similar entities, but shall not receive any additional salary from the Town for such services.

6. Termination.

- (a) Termination by Commission. The Superintendent is an at-will employee. The Commission may terminate the services of the Superintendent at any time, for any

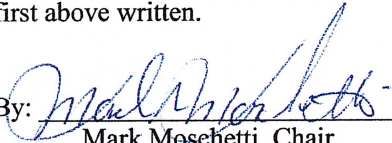
reason, or no reason at all. The Superintendent may be provided notice and an opportunity to be heard regarding his termination, either before or after termination, but only to the extent required by law.

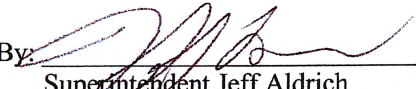
- (b) Termination by Superintendent. The Superintendent may terminate this Agreement prior to its expiration. He shall endeavor to give the Commission ninety (90) days written notice of the termination's effective date. A copy of the resignation shall be filed with the Town Clerk.
  - (c) Termination by Mutual Agreement. This Agreement may be terminated by both Parties upon mutual agreement and provided in writing.
- 7. Indemnification. The Town shall defend, save harmless, and indemnify the Superintendent against any tort, professional liability claims or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Superintendent, provided that he acted in good faith and in the scope of his official duties and not in any grossly negligent, willful, or malicious manner, and specifically excluding any willful torts or criminal acts. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Superintendent. Additionally, the Town shall reimburse the Superintendent for any attorneys' fees or costs incurred by him in connection with claims or suits involving him in his professional capacity provided he acted in good faith and in the scope of his official duties and not in any grossly negligent, willful, or malicious manner, and specifically excluding any willful torts or criminal acts. This Section shall survive the termination of this Agreement.
  - 8. Assignment. The Superintendent may not make any assignment of this Agreement or any interest herein, by operation of law or otherwise.
  - 9. Notices. All notices and communications required to be sent pursuant to the provisions of this Agreement shall be in writing and shall be hand delivered or sent either by registered or certified mail, return receipt requested and all postal charges prepaid, or by Federal Express or similar overnight delivery service, addressed to the party to whom sent at its or his address set forth above or to such address as may be specified in a notice similarly sent. All such notices and communications shall be deemed given when received.
  - 10. Severability. The provisions of this Agreement shall be considered to be severable and independent of each other, and in the event any provision of this Agreement shall be found to be invalid, such finding shall not affect the validity or effectiveness of any other or all of the remaining provisions hereof.
  - 11. Employee Handbook. The intent of this Agreement is to restate and clarify, but not to supersede, the terms contained within the Town's Personnel Policy (the "Policy") except as expressly modified herein. For any matter upon which this Agreement is silent, the Policy shall control, both during the term of the Agreement and after its termination.
  - 12. Entire Agreement. This Agreement (including any exhibits attached hereto) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties.



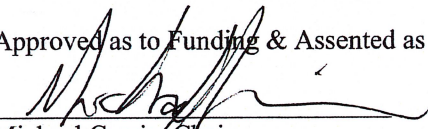
13. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Superintendent and by a duly authorized representative of the Commission.
14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Commission and its successors and assigns, and the Superintendent and his heirs, legatees, executors, administrators, and legal representatives.
15. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of Massachusetts without regard to principles of conflicts of law. The Parties agree that any dispute arising under this Agreement shall be submitted to a court of competent jurisdiction located in Massachusetts, and each of the parties hereby submits to the jurisdiction of any such court.
16. Captions. All captions and headings in this Agreement are solely for convenience in locating its various provisions and shall not be construed or referred to in resolving any questions, interpretations, or construction of this Agreement.
17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

By:   
Mark Moschetti, Chair  
Templeton Sewer Commission

By:   
Superintendent Jeff Aldrich  
Templeton Sewer Department

Approved as to Funding & Assented as to Provisions for Salary and Benefits:

  
Michael Currie, Chair  
Templeton Board of Selectmen

Presented to the Board of Selectmen on 12/08/2021. Acted Upon 12/8/21.  
Approved by a vote of 4 in favor and 0 opposed

Approved as to Form & Legality:

Thomas J Harrington  
Thomas J Harrington (Dec 13, 2021 10:37 EST)  
Thomas J. Harrington, Town Counsel