

**CONTRACT  
BETWEEN  
TOWN OF TEMPLETON  
AND  
CHERYL RICHARDSON  
TEMPLETON TREASURER/COLLECTOR**

Contract made effective as of the 15<sup>th</sup> day of February, 2021 between the Town of Templeton (hereinafter the "Town"), a duly authorized municipal corporation in Massachusetts in the County of Worcester, acting by and through its Town Administrator (hereinafter the "Administrator") and Cheryl Richardson (hereinafter the "Treasurer/Collector").

Whereas the Town of Templeton has combined the statutory duties and positions of Treasurer and Collector into a single position of Treasurer/Collector who manages the combined Department; and

Whereas the Town has the authority under M.G.L. Chapter 41 § 108N1/2 to contract with a Treasurer/Collector for the terms and conditions of their employment;

Now, therefore, their Memorandum of Contract is entered into to set such terms and conditions of employment of the Treasurer/Collector by the Town.

1. **DUTIES:**

The Treasurer/Collector shall assume administrative control of and be responsible for all operational functions of the Department including, but not limited to, the supervision of daily operations of billing and collection of betterments, real, personal property and excise taxes, and miscellaneous revenues, disbursing and managing cash, and managing the placement and servicing of debt, supervision of all personnel; preparation and submission of the annual budget(s) to the Administrator; submission of required reports; responsibility for all expenditures and grants within approved budgets, presentations before any Board of the Town at which the Treasurer/Collector's presence is required and before any Town meeting when necessary; communications with the public, including the media, on matters related to operations and policy; and, any other related and relevant duties as assigned by the Administrator.

2. **DISCIPLINE AND DISCHARGE:**

The Treasurer/Collector shall report to the Administrator. The Administrator may, after an appropriate process including notice to the Treasurer/Collector and an informal hearing, discipline the Treasurer/Collector for cause as defined in Section 13(a)(ii) of their Contract, including but not limited to malfeasance or misfeasance. If, as a result of the informal hearing, the Administrator shall determine that there are grounds for discharge, he shall forward the matter to the Select Board with their recommendation of discharge and the reasons therefor. The Board shall schedule a hearing in a timely manner at which the Treasurer/Collector may present witnesses and evidence and be represented by counsel. The Board shall make such findings as it deems warranted, taking into account the Administrator's recommendation of discharge. The Board shall

determine whether there is cause for discharge, as defined in Section 13(a)(ii) of their Contract, including but not limited to malfeasance or misfeasance, based on its findings

Notwithstanding any provision of their Contract, in all instances of potential discipline or discharge by the Administrator, the Administrator, in their sole discretion, may place the Treasurer/Collector on immediate paid administrative leave, during the hearing periods, pending the outcome of the discipline or discharge process.

3. **SPECIFIC ISSUES AND GOALS:**

The Treasurer/Collector acknowledges that their performance shall be judged by the accomplishment of specific goals and objectives.

Annually, as part of the budget process, the Administrator shall define such goals and performance objectives which, in consultation with the Treasurer/Collector, are determined necessary for the proper operation of the Department and in attainment of the Town's policy objectives for the coming three-year period. Further, they shall establish a relative priority among those various goals and objectives with such goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

4. **TERM:**

The term of their Contract shall begin February 1, 2021, and terminate on January 31, 2024 (the "Termination Date").

- a. For purposes of this Contract, "year" shall mean a 365-day calendar year. Any compensation earned or accrued on a yearly or annual basis shall be prorated in accordance with the portion of the year that the Treasurer/Collector is employed by the Town.
- b. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Town to terminate the services of the Treasurer/Collector at any time, subject only to the provisions set forth in Section 13 of their Contract.
- c. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Treasurer/Collector to resign at any time from their position with the Town, subject only to the provisions set forth in Section 13 of their Contract.
- d. No sooner than August 1, 2023 and no later than August 31, 2023, the Treasurer/Collector shall notify the Administrator in writing of their desire to be reappointed to a subsequent term of office and negotiate the terms of employment for such subsequent term. Should the Treasurer/Collector provide such notice, then the Administrator shall give the Treasurer/Collector notice no later than October 1, 2023, either that (1) the Administrator does not intend to reappoint the Treasurer/Collector to a subsequent term, in which case the Treasurer/Collector's employment shall terminate on the Termination Date, or (2) in

the alternative, the Administrator intends to negotiate a successor Contract, in which case a successor Contract must be mutually agreed to and entered into by the parties before January 31, 2024, failing which the Treasurer/Collector's employment shall terminate on the Termination Date. Should the Treasurer/Collector not provide such notice, then the Treasurer/Collector's employment shall terminate on the Termination Date unless otherwise agreed by the Town.

5. **SALARY:**

The Treasurer/Collector shall continue receiving her current rate of pay for Fiscal Year 2021; however, will receive a salary which if annualized will equal the following:

- |    |             |          |
|----|-------------|----------|
| a. | Fiscal 2022 | \$70,000 |
| b. | Fiscal 2023 | \$73,000 |
| c. | Fiscal 2024 | \$76,000 |

\*Raises shall take effect the 1<sup>st</sup> day of Fiscal Year.

In addition to these salary amounts, the Town has adopted MGL Ch, 41 §108P which entitles the Treasurer/Collector additional annual compensation of \$1,000 per certification upon obtaining the Massachusetts Treasurer and Massachusetts Collector certifications. Any such amounts due to the Treasurer/Collector shall be paid pro-rate on the regular pay schedule.

These salaries will be payable in installments at the same time as other employees of the Town are paid, subject to retroactive payments for any delays in conducting the performance review. In the event the performance review is not conducted, their compensation shall be adjusted as if a satisfactory review had been conducted.

6. **BENEFITS:**

The Treasurer/Collector shall enjoy the rights and benefits of the Town's Personnel Policy and all general benefits provided to Town employees under the General By-laws, under Town Meeting action, or by state law, as they now exist or may hereafter be amended or changed, except as hereinafter provided or modified for the Treasurer/Collector.

Absences: The Treasurer/Collector shall advise the Administrator of any anticipated or emergency absences from work greater than forty-eight (48) hours. Any use of vacation time in excess of three days shall be pre-approved, with said approval not to be unreasonably withheld, by the Administrator.

7. **HOURS OF WORK/JOB PERFORMANCE:**

The Treasurer/Collector shall be required to devote the amount of time necessary to

effectively, professionally, and diligently discharge the duties of the position, and manage the affairs of the Department and the employees under their supervision. The Treasurer/Collector's work week shall ordinarily consist of a four-day week, Monday through Thursday, of thirty eight (38) hours, together with evening and/or other times that may be necessary from time to time in order to properly discharge their duties.

The Treasurer/Collector is an exempt employee for the purposes of the Fair Labor Standards Act. It is recognized that in certain situations, the Treasurer/Collector may have to devote a great deal of time outside of the normal work week to properly discharge their duties, and to that end, the Treasurer/Collector will be allowed a flexible work schedule. Such flexible schedule will allow, for example, the Treasurer/Collector to take time off from work at their discretion, without such time being charged against available benefit leave time. The Treasurer/Collector shall not be granted any compensatory time for hours worked.

The Treasurer/Collector is to be available to the Town at all times of the day through the entire year, except during periods of illness, vacation or other leave, and acknowledges the need of the Town to have an efficient means of communication and contact with them, when off duty or out-of-town, for any and all reasons.

The Treasurer/Collector agrees to remain in the exclusive employ of the Town and shall not accept employment by any other employer, including but not limited to consulting, teaching, grant writing, etc. without the express written consent of the Town Administrator.

#### **8. PROFESSIONAL DEVELOPMENT:**

The Town recognizes its obligations to the professional development of the Treasurer/Collector and the Treasurer/Collector recognizes their responsibility to participate in professional associations and pursue such professional development, both of which are set forth herein.

Accordingly, the Treasurer/Collector shall be allowed to attend – and is expected to attend – at least forty (40) hours annually of professional development courses, seminars and meetings, including, but not limited to, the Annual School and Annual Conference of the MA Collectors and Treasurers Association. Such attendance is to be approved in advance by the Administrator without loss of vacation or other leave. The Town also agrees to budget and pay an appropriate amount for the Treasurer/Collector's use for travel and subsistence expense of the Treasurer/Collector for such courses, institutes, and seminars that, in their reasonable judgment are necessary for their professional development. If the Town requires the Treasurer/Collector to attend any course, seminar or meeting, the Town shall pay for the cost of such programs and for travel and subsistence expenses, incurred by the Treasurer/Collector in attending such programs.

The Town agrees to budget and to pay an appropriate amount for the professional dues and subscriptions of the Treasurer/Collector for their continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for their continued professional growth and advancement, and for the good of the Town.

9. **GENERAL EXPENSES:**

The Treasurer/Collector shall be reimbursed for any reasonable and necessary expenses incurred in the performance of their official duties within the limits of the departmental appropriations. Notwithstanding the foregoing, the Treasurer/Collector acknowledges that the Administrator, after consultation with the Treasurer/Collector, is the final arbiter of any dispute as to what is or is not a reasonable expense.

10. **RESIDENCY & USE OF TOWN VEHICLE**

Reserved

11. **UNIFORMS AND EQUIPMENT**

Reserved

12. **TAXATION OF CERTAIN ITEMS**

Reserved

13. **TERMINATION :**

This Contract may be terminated by either party as provided below:

(i) By mutual written Contract, signed by the Administrator and the Treasurer/Collector, upon such terms and conditions as may be acceptable to both parties at the time of termination; or

(ii) By the Select Board, acting on the recommendation of the Administrator for Cause: For all purposes of this Contract "Cause" shall be defined as objective grounds which are not arbitrary and which are reasonably related to the Town's need to operate an efficient and effective Treasurer/Collector office, including but not limited to misfeasance or malfeasance. If the Administrator recommends termination of the Treasurer/Collector's employment, the Board may terminate this Contract and remove the Treasurer/Collector, on behalf of the Select Board if said Board shall so vote upon recommendation of the Administrator and after written notice, hearing and vote by the Board of such action. In the event of such removal for just cause, the Town shall have no obligation to pay any severance sum.

(iii) By the Administrator without Cause: In the event the Administrator wishes to terminate this Contract without cause, as defined in Section 13(a)(ii) of this Contract, above, the Administrator, subject to ratification by the Select Board of such action, shall give the Treasurer/Collector notice of termination of the Contract and shall provide severance pay equal to three (3) months salary to the Treasurer/Collector. Said sum is to be paid as a lump sum at the time of termination.

(iv) By the Treasurer/Collector upon not less than sixty (60) days written notice to the Administrator. Until the effective date of termination under such circumstances, the Treasurer/Collector shall continue to perform their duties and shall, if requested, cooperate with the Administrator in a search for a successor.

**14. Indemnification & Litigation**

The Town shall defend, save harmless, and indemnify, without limitation, the Treasurer/Collector against any third-party tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act, or malfeasance or misfeasance, while the Treasurer/Collector is acting in good faith within the scope of their duties, even if such claim has been made following their termination from employment. The Town shall pay the amount of any settlement or judgment rendered thereon (except for willful, intentional, or criminal acts or civil rights violations) and may compromise or settle any such claim or suit and pay the amount of any compromise or settlement. In the event the Treasurer/Collector has left the service of the Town but has been called upon to provide testimony, document review or advice as an expert witness or party in litigation, the Town shall compensate the Treasurer/Collector on a per diem basis by the payment of \$500.00 per day for such services. The Town shall also pay the ordinary and necessary expenses of air and ground transport, lodging, meals, fees and sundry items relative thereto.

Their section shall survive any termination of their Contract.

**15. NOTICES:**

Notices pursuant to their Contract shall be given personally in hand or by first-class mail, postage prepaid, addressed as follows, unless either party hereafter informs the other party in writing of a change of address:

**TOWN:**

Town Administrator  
Templeton Town Hall  
160 Patriots Road  
East Templeton, MA 01438

**TREASURER/COLLECTOR:**

Cheryl Richardson:  
645 Wachusett Street  
Leominster, MA 01453

Notice shall be deemed as given as of the date of personal service or as the postage mark of such written notice as sent by first-class mail.

**16. Rights in Death**

Upon the death of the Treasurer/Collector, the Town shall provide to and pay to their estate a final accounting and compensation for any accrued salary, unused absent leave, sick leave eligible to be sold back to the Town, and other benefits of value.

**17. Parties Bound**

Their Contract shall be binding upon the successors, heirs, and assigns of the parties hereto.

**18. Amendments**

Their Contract may be modified at any time in writing by the mutual consent of the parties executed in the same manner as this original Contract.

**19. Entire Contract**

The text herein contains the entire Contract of the parties. No prior understanding, oral interpretation, direction or change, unless executed in writing, shall be valid.

**20. Interpretation of Contract**

The Contract will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

**21. Severability**

Should any clause or provision of their Contract determined to be illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and shall remain in full force and effect.

Their Contract is executed as a sealed instrument this 19<sup>th</sup> day of January, 2021

Cheryl Richardson  
Cheryl Richardson, Treasurer/Collector

Adam Lamontagne  
Adam Lamontagne, Town Administrator

Presented to the Select Board on 1/13/2021

Acted Upon 1/13/2021