

**AN EMPLOYMENT AGREEMENT  
BETWEEN  
TOWN OF PRINCETON  
AND  
TOWN ADMINISTRATOR**

THIS AGREEMENT, made and entered into this <sup>8<sup>th</sup></sup> day of May, 2025 by and between the Town of Princeton, Commonwealth of Massachusetts, a municipal corporation (the "Employer"), acting by and through its SelectBoard (the "Board"), and Sherry Patch (the "Town Administrator") as follows:

**WITNESSETH**

WHEREAS, the Employer desires to employ the services of Sherry Patch as Town Administrator of the Town; and

WHEREAS, the Board, under Chapter 41, section 108N of the Massachusetts General Laws may contract with the Town Administrator for such services; and

WHEREAS, it is the desire of the Board to provide certain benefits, establish the conditions of employment, and set the salary of said Town Administrator; and

WHEREAS, it is the desire of the Board to retain the services of the Town Administrator, and to provide inducement for her to remain in such employment; and

WHEREAS, Sherry Patch desires to accept employment as Town Administrator of the Town.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

**Section I. Duties**

The Employer hereby agrees to employ Sherry Patch as Town Administrator of the Town of Princeton. The Town Administrator will perform the functions and duties specified in Massachusetts General Laws, and such other duties and functions as the Board may from time to time legally assign.

**Section II. Term**

- A. The term of this contract will be three (3) years beginning July 1, 2025 and ending June 30, 2028.
- B. The term of this Agreement may be extended or renewed by mutual written agreement between the Town and Town Administrator on or before March 30, 2028. The parties agree to commence negotiations regarding such extension or renewal on or before January 1, 2028. Notwithstanding the provisions of Section II D below, if such mutual written agreement has not been reached by March 30, 2028, this Agreement will expire on June 30, 2028. The parties may agree to waive the March 30, 2028 deadline provided such waiver is in writing and signed by the Town Administrator and a duly authorized representative of the Board.
- C. Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of the Board to terminate the services of the Town Administrator at any time, for just cause, subject to the provisions of Section III, below.

- D. If the Board decides not to extend or renew this Agreement at its termination, the Board shall give the Town Administrator a six-month advance written notice of its intent not to extend or renew this Agreement. If the Board fails to give such written notice, this Agreement shall be extended for an additional one year-period. Non-renewal of this Agreement does not constitute termination entitling the Town Administrator to any severance payment.

### Section III. Termination

- A. In the event the Town Administrator voluntarily terminates his employment with the Town before the expiration of the term of this Agreement, the Town Administrator will give the Town sixty (60) days advance written notice. No vacation time shall be taken during the last forty-five (45) days of employment. A copy of this resignation must be filed by the Town Administrator with the Town Clerk.
- B. The Board may terminate the employment of the Town Administrator for just cause. If the Board intends to consider such termination for just cause, the following procedures will be followed:
1. Upon vote of the Board taken at a meeting to which the provisions of Mass. Gen. Laws c.30A, §§18-25 will apply, the Board will suspend the Town Administrator, with pay, from performance of any duties. The Board will mail or deliver to the Town Administrator written notice of suspension, which shall state the reason or reasons for the suspension, the intention to consider termination of employment, and a date for a hearing within thirty (30) days on the matter, which hearing may be a public hearing or in executive session at the option of the Town Administrator. The Town Administrator shall be provided with fourteen (14) days advance written notice of such hearing to consider termination.
  2. At this hearing, the Town Administrator may be present, may speak and have others speak on his/her own behalf, may question any witness, and may have legal counsel present for the purposes of advising the Town Administrator and presenting arguments on his/her behalf.
  3. Not later than five (5) business days after this hearing, the Board will vote on whether to terminate the employment of the Town Administrator, and if a majority of the Board present and voting votes to terminate the employment of the Town Administrator, the termination will be effective on the day following such vote, and the Town Administrator will be paid all salary and benefits earned through the effective date of termination. If a majority of the Board present and voting does not vote to terminate the Town Administrator's employment, the Town Administrator's suspension will terminate automatically, and the Town Administrator will be returned to his/her duties.
- C. In the event the Town Administrator is terminated by the TOWN for any reason other than for just cause, or in the event the Town Administrator resigns following a formal suggestion by the TOWN that he/she 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 six (6) months' salary and benefits during the first year of the contract and one year salary and benefits after the first year.

#### Section IV. Compensation

- A. The Town agrees to pay the Town Administrator for services rendered under this Agreement, an annualized base salary of \$125,000.00 payable in equal bi-weekly installments, for the period beginning July 1, 2025 and ending June 30, 2026. Any cost of living adjustment given across the board to non-unionized Town employees during the remaining two years of this contract shall also apply to the Town Administrator.
- B. The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other benefits of the Town Administrator, except to the degree such a reduction is across the board for all other employees of the Town.

#### Section V. Performance Evaluation

- A. Annually, the Board and Town Administrator will (1) define such goals and performance objectives as they determine necessary for the proper operation of the Office of the Select Board and Town Hall, and attainment of the Board's policy objectives with respect to the Town Hall Departments, and (2) establish a relative priority among those various goals and objectives which (a) will be reduced to writing, and (b) will generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town. Performance evaluation is outlined in the Town's Personnel Policy.
- B. The Board will review and evaluate the performance of the Town Administrator in January and April of the first contract year and in February of each subsequent contract year. The evaluation will be in accordance with the specific goals and objectives developed jointly by the Board and the Town Administrator as provided in Paragraph A of this Section. These goals and objectives may be increased or reduced as the Board may from time to time determine after consultation with the Town Administrator. The Chairman of the Board will provide the Town Administrator with a summary written statement of the evaluation findings of the Board, including an average overall rating based on the Town's Personnel Policy. The Board will provide an adequate opportunity during the evaluation process for the Town Administrator to discuss his/her evaluation with the Board.
- C. In effecting the provisions of this Section, the Board and the Town Administrator agree to abide by the provisions of applicable law.

#### Section VI. Leaves

- A. The Town Administrator will be entitled to four (4) weeks of paid vacation leave in each year of this agreement, which shall accrue the first day of the fiscal year. The Town Administrator may carry over to the next fiscal year any annual accrued vacation and may accumulate a maximum of thirty (30) days.  
For purposes of this Agreement, a week is defined as five (5) working days. Paid vacation leave will be scheduled by the Town Administrator so as not to conflict with the needs of the Town, especially: mid-January to mid-April.
- B. The Town Administrator will receive twelve (12) days of paid sick leave; and three (3) days of paid personal leave on an annual basis as stated in the Town's Personnel Policy. Any changes in the Personnel Policy relative to paid sick leave or paid personal leave given to Town employees during the complete term of this contract shall also apply to the Town Administrator. The Town

Administrator will not be entitled to pay in lieu of unused sick or personal leave upon termination of employment.

- C. The Town Administrator will be entitled to holiday leave on all legal holidays on which non-police employees of the Town are not required to work as more fully described in the Town's Personnel Rules and Regulations.
- D. The Town Administrator will be entitled to bereavement leave as allowed for employees of the Town under the Town's Personnel Rules and Regulations.
- E. Should the Town Administrator attend the Massachusetts Municipal Association's Annual Conference or other professional conferences approved by the Board, time spent at such conferences will not be deducted from vacation leave.
- F. Any unused vacation or sick leave remaining at the expiration of this Agreement shall carry over and be credited to the Town Administrator if this agreement is extended subject to the limits of the Town's Personnel Policy.

#### **Section VII. Professional Development**

Subject to appropriation and availability of funds, and to appropriation for out of state travel in accordance with Massachusetts law, the Town will;

- A. Pay for the registration, travel and subsistence expenses of the Town Administrator for short courses, institutes, and seminars that are necessary for his/her professional development and for the good of the Town, including the Massachusetts Certification of Public Purchasing Officials, subject to the prior approval of the Board.
- B. Pay the Town Administrator's registration fee(s) and reasonable expenses to and from the Massachusetts Municipal Association Annual Conferences;
- C. Reimburse the Town Administrator for reasonable expenses incurred in connection with his/her attendance at meetings of appropriate professional organizations within Massachusetts, including, but not limited to the Massachusetts Municipal Association and the Massachusetts Municipal Human Resources Association.

#### **Section VIII. Dues and Subscriptions**

The Town will pay for the professional dues and subscriptions of the Town Administrator necessary for membership in the Massachusetts Municipal Managers Association, the Massachusetts Municipal Human Resources Association, and other appropriate municipal associations.

#### **Section IX. General Expenses**

- A. The Town Administrator will be reimbursed for reasonable and appropriate expenses incurred in the performance of duties, or as an official representative of the Town, including attendance at civic events.
- B. The Town shall pay the Town Administrator for use of his/her personal vehicle in the course of duties a mileage allowance for out-of-town travel an automobile allowance of \$1,800.00 per

contract year payable in equal bi-weekly installments, less taxes and other customary deductions. This is in lieu of paying a rate per mile.

- C. The Town shall supply the Town Administrator with a cell phone to be used for Town business, The total cost for the phone and plan shall not exceed \$900.00 per contract year.

#### **Section X. Bonding**

The Town will bear the full cost of any fidelity or other bonds including a bond for the Town Administrator's authority to sign for Town funds as required under law.

#### **Section XI. Indemnification**

Subject to the provisions of Mass. Gen. Laws. c.258, the Town shall defend, save harmless and indemnify the Town Administrator 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 his/her duties as Town Administrator, even if said claim has been made following his/her termination from employment. Provided that the Town Administrator acted within the scope of his/her duties, the Town shall pay the amount of any settlement or judgment rendered thereon. 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 Town Administrator.

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

*The Town's indemnification obligations herein shall not extend to any disciplinary actions or other proceedings by the Town against the Town Administrator.*

This Section shall survive the termination of this Agreement.

#### **Section XII. Insurance**

- A. The Town Administrator shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible. The Town agrees to contribute toward the cost of such insurance programs an amount or percentage not less than the highest applicable amount or percentage available to such non-bargaining unit, general government employees.
- B. The Town shall pay into the Massachusetts Deferred Compensation Plan (SMART Plan) for the Town Administrator in equal bi-weekly installments, the sum of \$1,750 annually.

#### **Section XIII. Other Terms and Conditions of Employment**

The Board, in consultation with the Town Administrator, will fix any other terms and conditions of employment of the Town Administrator as it may deem necessary from time to time, provided such terms and conditions are not inconsistent with or in conflict with other Town employees.

**Section XIV. Notices**

Notices pursuant to this Agreement shall be given by certified mail addressed as follows:

1. Town: Chairman SelectBoard  
Town of Princeton  
6 Town Hall Drive  
Town Hall  
Princeton, MA 01541-1137
  
2. Town Administrator: Sherry Patch  
3983 Greenwich Road  
Hardwick, MA 01082

unless either party hereafter informs the other party in writing of a change of address.

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of the date of receipt of certified mail notices by the Town Administrator.

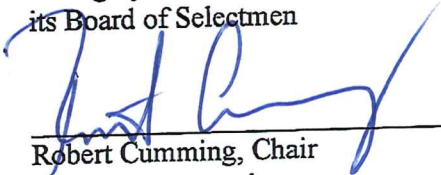
**Section XV. General Provision**


- A. The text of this Agreement will constitute the entire Agreement between the parties.
- B. This Agreement will be binding upon, and inure to the benefit of, the heirs at law and executors of the Town Administrator.
- C. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, will not be affected, and shall remain in full force and effect.
- D. For purposes of the Fair Labor Standards Act, the Town Administrator shall be deemed an exempt employee.


IN WITNESS WHEREOF, the Town of Princeton, Massachusetts has caused this Agreement to be signed and executed in its behalf by its SelectBoard and duly attested by its Town Clerk, and the Town Administrator has signed and executed this Agreement, both in duplicate, the day and year first above written.

TOWN OF PRINCETON  
Acting by and through  
its Board of Selectmen

Town Administrator

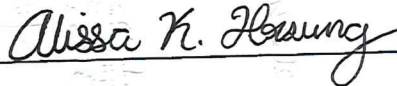
  
Robert Cumming, Chair

  
Sherry Patch

  
Karen Cruise

  
Philip Gott

Town Clerk Attest:



Approved as to legal form:

  
Jack Dolan, Labor Counsel