

Employment Agreement

**TOWN OF SOUTHBOROUGH
BOARD OF ASSESSORS**

AND

**PAUL T. CIBELLI
PRINCIPAL ASSESSOR**

Effective July 1, 2023
Through
June 30, 2026

Agreement made by and between the TOWN OF SOUTHBOROUGH (hereinafter called the "TOWN") a municipal corporation in Worcester County, acting by and through its Board of Assessors with no personal liability to themselves, and Paul T. Cibelli, of Northborough, Massachusetts (hereinafter called the "Principal Assessor") pursuant to the authority of Massachusetts General Laws Chapter 41 Section 108N½.

WHEREAS, the TOWN desires to retain the professional services of the Principal Assessor for the direction and administration of the Assessor's office; and

WHEREAS, the PRINCIPAL ASSESSOR is willing to continue to serve as PRINCIPAL ASSESSOR according to the terms and the conditions of this Agreement;

NOW, THEREFORE, the TOWN and the PRINCIPAL ASSESSOR hereby agree upon the following terms and conditions:

1. ESSENTIAL DUTIES OF THE PRINCIPAL ASSESSOR

The head of the ASSESSORS OFFICE for the TOWN is the PRINCIPAL ASSESSOR. The PRINCIPAL ASSESSOR shall be responsible to and work under the direction of the Board of Assessors, under applicable Massachusetts General Laws, and the Town's By-laws and rules and regulations.

The PRINCIPAL ASSESSOR's primary and essential duties shall include but not be limited to the following:

- A. Responsibility for all aspects of ad-valorem valuation and tax administration for the Town including developing real property and personal property assessments on an annual basis;
- B. Responsibility for all aspects of excise tax administration;
- C. Responsibility for preparing and submitting recapitulation packet for annual tax rate approval by the Department of Revenue;
- D. Responsibility for the direction and administration of the daily operations of the Assessor's Office;
- E. Responsibility for conducting on-site inspections of real and personal property;
- F. Responsibility for indirectly or directly supervising all Department personnel and sub-contractors;
- G. Responsibility for preparing and submitting the Board of Assessors and Assessors department annual budgets;
- H. Responsibility for all Department expenditures;
- I. Responsibility for submitting reports to the TOWN either orally or in writing when requested or required in order to ensure the proper communication between the TOWN and the Board of Assessors;
- J. Responsibility for maintaining books and records in such detail to furnish all information necessary for reporting to government agencies as necessary;
- K. Responsibility for all Department property in custody of the Department;
- L. Responsibility for performing such other duties as may be required in accordance with the Town's By-laws or law;
- M. Responsibility for such other duties as the Board of Assessor's shall from time to time assign.

2. HOURS OF WORK

- A. The PRINCIPAL ASSESSOR warrants and agrees to devote that amount of time, effort and service which is necessary for the PRINCIPAL ASSESSOR to faithfully perform the duties of PRINCIPAL ASSESSOR.
- B. The PRINCIPAL ASSESSOR is an exempt employee for the purpose of the Fair Labor Standard Act.
- C. The PRINCIPAL ASSESSOR shall notify and coordinate with the Board of Assessors Chairman if he shall be absent from duty or on leave and who shall be in control of the Assessors Department during such absence or leave.

3. INDEMNIFICATION

The Town shall defend, save harmless and indemnify the Principal Assessor against any claim, demand or other legal action arising out of an alleged act or omission occurring in the performance of his duties. The TOWN acknowledges that it has accepted Section 13 of M.G.L Ch.258. Indemnification shall apply as to any claim made following the expiration of the term of this agreement or termination from employment of the PRINCIPAL ASSESSOR so long as the TOWN would have been otherwise obligated to provide indemnification provided that the PRINCIPAL ASSESSOR acted in good faith. Indemnification shall not apply in the event the PRINCIPAL ASSESSOR is suspended or discharged pursuant to Section 9 of this agreement.

The TOWN may compromise and settle any claim or suit and will pay the amount of any settlement or judgment rendered thereon, as specified above, without recourse to the PRINCIPAL ASSESSOR who, and as a condition of said indemnification, shall cooperate with the Town in all matters relating to said claim.

This provision does not allow indemnification for criminal acts nor willful violation of civil rights, or indemnification which exceeds the scope of M.G.L. c258.

This section shall survive the termination of this Agreement.

4. INSURANCE

A. Health Insurance

The PRINCIPAL ASSESSOR shall be eligible for all health and life insurance benefits for which other Town non-collective bargaining unit employees are eligible. The Town shall contribute toward the cost of the premium for such insurance benefits at a rate not to exceed the rate it contributes for such Town employees.

B. Workers' Compensation

The PRINCIPAL ASSESSOR shall be eligible for Workers' Compensation benefits as provided in Chapter 152 of the Massachusetts General Laws.

C. Other Employment Benefits

All other employee benefits shall be consistent with those stipulated in Chapter 31 of the code of the Southborough (the "Salary Administration Plan").

5. DUES AND SUBSCRIPTIONS

The TOWN agrees to budget and to pay, subject to appropriation in the Assessor's annual operating budget, for the reasonable professional dues and subscriptions of the PRINCIPAL ASSESSOR for his continuation and full participation in regional and state associations and organizations necessary and desirable for his continued professional growth and advancement, and for the benefit of the TOWN.

6. AUTOMOBILE

The PRINCIPAL ASSESSOR shall provide his own vehicle in the performance of his duties as PRINCIPAL ASSESSOR. The PRINCIPAL ASSESSOR will be compensated mileage reimbursement by the TOWN at a rate determine by the IRS annually. The TOWN will reimburse the PRINCIPAL ASSESSOR for any damage sustained to his vehicle while on duty. Furthermore, the PRINCIPAL ASSESSOR shall be covered under the TOWN's insurance policy for both liability and personal property damage to others that occurs while performing his duties as the PRINCIPAL ASSESSOR.

7. PROFESSIONAL DEVELOPMENT

The TOWN recognizes its obligations to the professional development of the PRINCIPAL ASSESSOR, and agrees that the PRINCIPAL ASSESSOR shall be given reasonable opportunities to develop his skills and abilities as the PRINCIPAL ASSESSOR. Accordingly, the PRINCIPAL ASSESSOR will be allowed, subject to appropriation in the Assessor's annual operating budget, to attend training conferences each year without loss of vacation or other leave, and will be reimbursed by the TOWN for all reasonable and necessary expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences.

The TOWN also agrees to budget and pay, subject to appropriation, for reasonable and necessary travel and subsistence expense of the PRINCIPAL ASSESSOR for short courses, institutes, and seminars that, in the PRINCIPAL ASSESSOR's reasonable judgment, are necessary for his professional development.

The TOWN also agrees to budget and pay, subject to appropriation, all fees incurred by the PRINCIPAL ASSESSOR for renewal of his Massachusetts Certified Residential Real Estate Appraisal License and Massachusetts Accredited Assessor designation which are expected to be kept active.

8. DEATH DURING EMPLOYMENT

If the PRINCIPAL ASSESSOR dies during the term of his employment, the TOWN shall pay to the PRINCIPAL ASSESSOR's estate all the compensation which would otherwise be payable to the PRINCIPAL ASSESSOR up to the date of the PRINCIPAL ASSESSOR's death, including accrued, but unused vacation leave and 20% of accrued, but unused sick time. The TOWN shall continue to contribute its share of the health insurance premiums to the PRINCIPAL ASSESSOR's surviving spouse and family, if they are otherwise eligible under Chapter 32B, and such benefits are available to other Town non-collective bargaining unit employees.

9. SUSPENSION OR DISCHARGE

The PRINCIPAL ASSESSOR may be suspended or terminated by the Board of Assessors acting on behalf of the TOWN for cause during the term of this agreement. The PRINCIPAL ASSESSOR will be given a written statement of reasons for any consideration of suspension or termination and shall be afforded the opportunity to be heard consistent with the applicable provisions of Massachusetts General Laws Chapter 30 Sections 18-25 as amended.

For purposes of this paragraph, the term "cause" shall mean any ground put forward by the Town in good faith which is not arbitrary, irrational, or irrelevant to the Town's tasks of building up and maintaining an efficient Town services, provided that the cause assigned is at least fairly debatable and is asserted honestly, and not as a subterfuge.

In the event the PRINCIPAL ASSESSOR is terminated by the Town prior to the expiration of the term of this agreement, the Town agrees that it shall pay the PRINCIPAL ASSESSOR a lump sum cash payment equal to four (4) months aggregate salary at the rate in effect at the time. This amount shall be paid to the PRINCIPAL ASSESSOR on or before the effective date of termination of his employment; provided, however, that in the event the PRINCIPAL ASSESSOR is terminated for gross misconduct, the Town shall have no obligation to pay the aggregate severance sum provided in this paragraph.

10. COMPENSATION

- 1 In the first year of the Agreement, the PRINCIPAL ASSESSOR shall receive a total annual salary of \$111,000, subject to applicable withholdings and deductions.
- 2 In the second year of the Agreement, the PRINCIPAL ASSESSOR shall receive an increase of 3.60%, effective July 1, 2024, for a total annual salary of \$115,000, subject to applicable withholdings and deductions.
- 3 In the third year of the Agreement, the PRINCIPAL ASSESSOR shall receive an increase of 3.48%, effective July 1, 2025, for a total annual salary of \$119,000, subject to applicable withholdings and deductions.

The PRINCIPAL ASSESSOR's annual salary shall be payable in installments at the same time as other employees of the Town are paid.

- 4 The Town will make an annual longevity payment on the same terms as other Town non-collective bargaining unit employees under Section 20 of the TOWN's "Salary Administration Plan" (SAP).

The BOARD OF ASSESSORS shall conduct a performance review which shall include a list of goals for the PRINCIPAL ASSESSOR annually in a written format of their choosing. The Board's failure to conduct a timely performance review and/or establish a list of goals shall not delay the annual increases stated above.

11. LEAVE

In addition, the PRINCIPAL ASSESSOR shall accrue sick leave, personal leave, bereavement leave, holiday leave and vacation consistent with other Town non-union employees as described in the TOWN's FY2023 Personnel Bylaw entitled "Salary Administration Plan" (SAP).

With regards to accrued vacation and sick time the following shall also apply to the PRINCIPAL ASSESSOR:

- A. The PRINCIPAL ASSESSOR shall be eligible to carry over six weeks of vacation annually as described in the FY2023 SAP, Section 11b. (3)
- B. The PRINCIPAL ASSESSOR shall accrue unlimited amount of sick time with no cap and will be paid out 20% of accrued, but unused sick time at time of retirement from the TOWN as described in the FY2023 SAP, Section 11c. (2)

12. NO REDUCTION OF BENEFITS

The TOWN agrees that it shall not, at any time during the term of this Agreement, reduce the salary, compensation or other benefits of the PRINCIPAL ASSESSOR, except to the extent that such reduction is evenly applied across-the-board for non-union management employees of the TOWN.

13. NO AFFECT UPON BYLAW AUTHORITY

Pursuant to Massachusetts General Laws Chapter 41 Section 108N½, this agreement shall not affect the Board of Assessor's authority over the PRINCIPAL ASSESSOR including the power of appointment and removal. Further, nothing in this agreement shall be construed to abrogate or mitigate the Board of Assessor's authority to promulgate rules and regulations, in the public interest, as to the administration of this appointment of PRINCIPAL ASSESSOR.

14. LAW GOVERNING

This Agreement shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

15. SEVERABILITY OF PROVISIONS

If any clause or provision of this agreement shall be determined to be illegal or unenforceable by a court or competent jurisdiction, the remainder of this agreement shall remain in effect.

16. LENGTH OF AGREEMENT

- A. The initial term of this Agreement shall be for a period commencing July 1, 2023 and ending June 30, 2026.
- B. Either party must provide written notice to the other of its intention to renegotiate and/or to not renew this agreement no less than four (4) months prior to June 30, 2026.
- C. In the event the PRINCIPAL ASSESSOR intends to resign voluntarily before the natural expiration of any term or employment, then the PRINCIPAL ASSESSOR shall give the TOWN thirty (30) days written notice in advance, unless the parties otherwise agree in writing.

17. COMPLETENESS OF AGREEMENT

This agreement contains the terms and conditions agreed upon by the parties as to the employment of the PRINCIPAL ASSESSOR with the Town. No other agreement, written, oral, express or implied will be considered to exist to bind to parties hereto provided, however that both parties recognize and acknowledge the reserved inherent administrative authority of the Board of Assessors to supervise and regulate the position of PRINCIPAL ASSESSOR, in the public interest, and to add to such duties and responsibilities as necessary for the public welfare.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument on the date and year set forth below.

TOWN OF SOUTHBOROUGH
BY ITS BOARD OF ASSESSORS

PRINCIPAL ASSESSOR

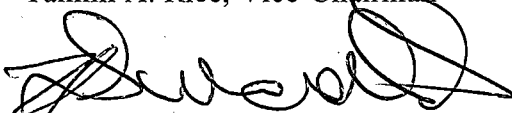

Jeffrey W. Klein, Chairman

11/1/22
Date


Paul T. Cibelli Date 11/1/22


Tammi A. Rice, Vice-Chairman

11/1/22
Date


Heath S. Widdiss, Member

11/1/22
Date