

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF ORANGE
AND
LEIGH DEVENEAU-MARTINELLI**

This Memorandum of Understanding is entered into, between the Town of Orange, (hereinafter, the "Town") Commonwealth of Massachusetts, a municipal corporation acting by and through its Board of Selectmen in their official capacity, (hereinafter, the "Board") and Leigh Deveneau-Martinelli, (hereinafter, the "Treasurer").

WHEREAS, the Board have appointed Leigh Deveneau-Martinelli as the Treasurer of the Town of Orange.

WHEREAS, it is the desire of the Board to provide certain benefits, establish the conditions of employment and set the salary of the said Treasurer.

WHEREAS, Leigh Deveneau-Martinelli is willing to undertake and perform the duties of the Treasurer and has the qualifications to perform the services of the Treasurer.

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

Article 1. EMPLOYMENT:

The Board hereby employs Leigh Deveneau-Martinelli and Leigh Deveneau-Martinelli hereby accepts employment as the Treasurer of the Town of Orange.

Article 2. DUTIES:

The Treasurer shall perform all of the duties and functions as specified in the job descriptions attached hereto as Exhibits A and B and in accordance with Massachusetts General Law, the Bylaws, rules and regulations of the Town of Orange and such other duties and functions as related to the Treasurer's position the Board shall from time to time may reasonably assign to her.

Article 3. HOURS OF WORK:

The workweek shall consist of normal business hours 8am to 4pm Monday thru Thursday and 8am to 1pm on Friday and other hours during which the Treasurer will be required to attend meetings of the Board of Selectmen as required or necessitated for the proper performance of her duties and responsibilities.

Article 4. TERM:

A. The term of this Memorandum of Understanding shall be for the period of three plus years commencing on April 1, 2009 through and including June 30 2012 except upon resignation, retirement, or removal from office.

B. In the event the Treasurer voluntarily terminates her position with the Town before the expiration of the term of this Agreement, the Treasurer shall give a minimum of 30 days notice in advance, unless the parties agree otherwise. After termination of employment, the Treasurer agrees to continue to provide the Town with necessary and reasonable management services to ensure that the Town's interests and needs are properly addressed. The Treasurer also agrees, to provide customary and usual technical assistance to the successor Treasurer for a reasonable amount of time at the hourly rate for hours worked, approximately 6 hours per week for the first 30 days and less for the remaining 30 days. It is expected that there may be questions in the future as the incoming treasurer works on something new. A copy of the resignation shall be filed with the Town Clerk.

Article 5. TERMINATION *or* SEVERANCE:

This Agreement may be terminated upon the occurrence of any of the following:

A. Whenever the Board and the Treasurer mutually agree to termination in writing.

B. The retirement and/or resignation of the Treasurer. A verbal resignation given to any member of the Board of Selectman in the presence of a witness shall be interpreted as a formal resignation.

C. The Board may terminate any extension or renewal of this agreement, with or without cause with or without notice. At which time the Treasurer will not provide any future services.

Article 6. COMPENSATION:

The Town agrees to pay the Treasurer for services rendered under this Agreement, a weekly rate payable in accordance with the Town of Orange payroll schedule as other employees are paid.

Effective July 1, 2009, the salary will be \$44,997.00 contingent on approval at the Annual Town Meeting.

Article 7. GOALS

The Town Administrator may establish and set goals and objectives for the Town Treasurer on an annual basis with the written input by the Treasurer.

Article 8. VACATION, SICK LEAVE, PERSONAL LEAVE, AND HOLIDAYS, HEALTH INSURANCE, LIFE INSURANCE AND OTHER BENEFITS:

The Treasurer shall be entitled to the same vacation, sick leave, personal leave, holidays and other leave, Longevity, health insurance and life insurance and other benefits available to town salaried employees, as they exist or hereafter may be amended, as specified in the Personnel Bylaw. Hire date remains as December 9, 2002 with the vacation sick and personal time intact.

Article 9. INDEMNIFICATION:

The Town shall defend, save harmless and indemnify the Treasurer in accordance with the M.G.L. Chapter 258, Section 13. The Town may compromise and settle any such claim or suit as described above and pay the amount of any settlement or judgment rendered thereon.

Article 10. PROFESSIONAL DEVELOPMENT:

The Town agrees to pay for the travel and subsistence expense of the Treasurer for short courses, programs and seminars within Massachusetts that are necessary for his professional development and for the good of the Town. May attend conferences MCTA School in order to keep certification current, subject to the prior approval of the Town Administrator and subject to the availability of funds.

Article 11. NOTICES:

Any and all notices required to be given under this Agreement will be sufficient if furnished in writing, sent by certified mail, return receipt, to his last known residence, in the case of the Treasurer, or in the case of the Town, to the Chairman of the Board of Selectmen.

Article 12. MISCELLANEOUS PROVISIONS:

A. This Agreement shall become effective upon the signing of the parties.

B. This Agreement shall constitute the entire agreement between the Town and the Treasurer and shall only be amended, changed or modified by a writing executed by both parties.

C. For the purposes of the Fair Labor Standards Act, the Treasurer shall be deemed an exempt salaried employee. The Board recognizes that extended days are often required to complete tasks or attend meetings. Prior to the unusual circumstance or an extended task, the Board agrees to allow compensatory time at a rate and amount to be approved by the Town Administrator. The Town Administrator will not unreasonably withhold her approval. Approved compensator time shall be used within Forty-Five (45) days of approval or will be lost.

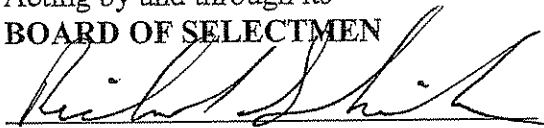
D. The Agreement shall be interpreted and construed in accordance with the laws of Massachusetts. If any provisions of this Agreement is declared or found to be illegal, unenforceable, or void then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall remain in full force and effect, so long as the Agreement continues to fully reflect the intent of the parties at signing.

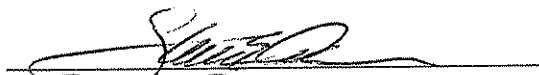
E. All conditions covenants, duties and obligations contained in this Agreement can be waived by the Board or the Treasurer, only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

F. All monetary Salary increases of this Agreement are subject to appropriation by Town Meeting.

IN WITNESS WHEREOF, the Town of Orange, Massachusetts has caused this Agreement to be signed and executed on its behalf by its Board of Selectmen and the Town Treasurer has signed and executed this Agreement, both in duplicate, on April 1, 2009

TOWN OF ORANGE
Acting by and through its
BOARD OF SELECTMEN

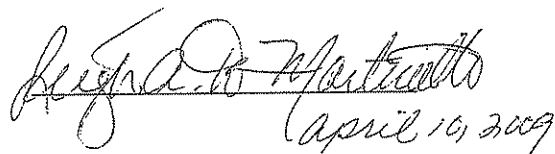






Date: _____

TOWN TREASURER


_____ April 10, 2009