

AGREEMENT BETWEEN

TOWN OF WILMINGTON AND JEFFREY M. HULL

THIS AGREEMENT made and entered into this 24th day of January, 2022 by and between the Town of Wilmington ("the Town", a duly organized municipal corporation in the Commonwealth of Massachusetts, acting by and through its Board of Selectmen ("the Board") (the Town and the Board collectively "Employer") and Jeffrey M. Hull, of Billerica, Massachusetts ("Town Manager"), both of whom agree:

WHEREAS, Employer desires to employ the services of said Jeffrey M. Hull as Town Manager of the Town as provided for in Section 7 of the Town Charter; and

WHEREAS, it is the desire of Employer to provide certain benefits, establish certain conditions of employment and to set working conditions of said Town Manager; and

WHEREAS, Town Manager has performed to the satisfaction of Employer in his capacity as Town Manager and as a demonstration of that satisfaction, the Board at a regularly scheduled meeting voted to appoint Town Manager to perform the duties of the position of Town Manager for a three year term commencing October 1, 2021 through September 30, 2024; and

WHEREAS, Town Manager desires to accept employment as the Town Manager of the Town;

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

Section 1: Duties

- A. Employer hereby agrees to employ Town Manager to perform the functions and duties of the position of Town Manager specified in the Charter, Town By-laws and the General Laws, and to perform other legally permissible and proper duties and functions as the Board shall from time to time assign.

Section 2: Term

- A. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Town Manager at any time, subject only to the provisions set forth in Section 3, Paragraph A of this Agreement and Section 10 of the Charter.
- B. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of Town Manager to resign at any time from his position with Employer, subject only to the provisions set forth in Section 3, Paragraph B of this Agreement.
- C. The term of this Agreement shall be for three (3) consecutive years commencing October 1, 2021 and ending September 30, 2024 and may be renewed and or extended by mutual agreement of both parties on or after October 1, 2023.

Section 3: Termination and Severance Pay

- A. During the term of this Agreement, Employer may suspend Town Manager and may terminate his employment for Good Cause and in accordance with the provisions of Section 10 of the Town Charter. "Good Cause" shall be defined as any ground put forth by Employer in good faith that is not

arbitrary, irrational, unreasonable or irrelevant to the needs of the Town. In the event that this Agreement is terminated by Employer prior to the expiration of its term, Employer agrees to pay to Town Manager a lump sum cash payment equal to four (4) months of salary (hereinafter "Severance Payment"). Notwithstanding the foregoing, however, Employer shall have no obligation to pay the Severance Payment in the event this Agreement is terminated on account of Town Manager's gross misconduct in office, malfeasance or for any conduct resulting in a felony conviction.

- B. Town Manager specifically recognizes that it shall be a requirement of this contract that he provide at least sixty (60) calendar days' notice, in writing, in advance of his leaving employment as Town Manager. Town Manager further agrees that should he leave employment as Town Manager with less than sixty (60) calendar days advance notice, he shall forfeit all rights to accrued sick leave. The Employer may, at its discretion, shorten or waive such requirement.
- C. Should Employer decide not to renew this Agreement, it shall provide Town Manager with a written notice of such intent not less than one hundred twenty (120) calendar days prior to the expiration date of this Agreement. In the event of failure to notify the Town Manager of his non-renewal as herein provided, this Agreement shall be automatically extended for the period of time required to ensure that the Town Manager receives not less than one hundred twenty (120) calendar days' notice, as measured from the date of written notice not to renew this Agreement, with full salary and benefits during this extended period.

Section 4: Salary and Deferred Compensation

A. Salary

Annual salary for the period October 1, 2021 through September 30, 2022 shall be One Hundred Sixty-Six Thousand Nine Hundred Sixty and 62/100 Dollars (\$166,960.62), representing a 1.75% increase over the previous year. Annual salary for the period October 1, 2022 through September 30, 2023 shall be One Hundred Seventy-One Thousand Five Hundred Fifty-Two and 04/100 Dollars (\$171,552.04), representing a 2.75% increase over the previous year. Annual salary for the period October 1, 2023 through September 30, 2024 shall be One Hundred Seventy-Six Thousand Two Hundred Sixty-Nine and 72/100 Dollars (\$176,269.72), representing a 2.75% increase over the previous year. Salary shall be made payable in weekly installments for the period outlined in Section 2C of this Agreement.

In addition to the foregoing, the Town Manager shall be eligible beginning in the second year of this Agreement to receive an additional 1.0% increase in his annual salary for one year if he provides at least one year's notice of his resignation or retirement from his position. Said increase shall be effective as of the day notice is provided by the Town Manager and shall end one year, i.e. 365 days, from the date notice is given by him.

Should the Town Manager subsequently move up the date of his resignation or retirement before satisfying the one year notice requirement for the 1.0% increase, he shall forfeit a portion of his sick leave buyback entitlement under Section 7(B) of this Agreement in an amount equivalent to the 1.0% increase he received under this provision, unless the reason for his changing his

resignation or retirement date is due to the Town Manager becoming disabled, injured or ill to the point of being unable to finish the one-year obligation.

B. Deferred Compensation

Employer shall make weekly contributions to the Town Manager's Section 457 deferred compensation plan in the following amounts:

Effective October 1, 2021 - \$30.00 per week

(A lump sum in the amount of \$510.00 will be made to cover the period of October 1, 2021 through and including January 28, 2022. Weekly payments will begin effective February 4, 2022.)

Effective October 1, 2022 - \$40.00 per week

Effective October 1, 2023 - \$50.00 per week

Section 5: Automobile

Town Manager's duties require that he shall have the exclusive use at all times during his employment with Employer of an automobile provided to him by Employer which shall include liability, property damage and comprehensive insurance, operation, maintenance, and repair expenses and regular replacement of said automobile. Town Manager agrees to obtain the approval of the Chairman of the Board for use of the automobile out of state.

Section 6: Expenses

The Town Manager shall be reimbursed for reasonable expenses incurred in the performance of his day-to-day duties and responsibilities. At the discretion of the Board, which shall not be unreasonably withheld and which shall be exercised consistent with past practice, Town Manager shall be reimbursed for professional dues, conferences, and civic and social events which he attends as an official representative of the Town.

Section 7: Vacation, Sick Leave and Benefits

A. Town Manager shall be credited with twenty-five (25) days of annual vacation leave during the term of this Agreement. Town Manager shall be allowed vacation leave accrual up to a total of sixty (60) days during the term of this Agreement. Town Manager shall annually and at his option be entitled to payment for up to fifteen (15) days of his annual but unused vacation leave for that year in lieu of accrual or use. Such payment shall be based upon the pro-rated salary of Town Manager which is then in effect. This payment shall not be considered regular compensation. The number of days earned and accrued by Town Manager under this Agreement, but unused by him upon his death, retirement or termination, shall be reimbursed to him or, if he is unavailable, his beneficiary (or beneficiaries) with the Middlesex County Retirement System, or, if his beneficiary (or beneficiaries) is/are unavailable, his estate at the prorated salary of Town Manager which is then in effect.

1. This provision shall not affect the 686.55 hours of vacation time earned and accrued by Town Manager in his position as Assistant Town Manager, but unused by him as of October 1, 2012. The time earned and accrued by Town Manager in his position as Assistant Town Manager, but unused by him as of

October 1, 2012, shall be paid out to him in installments in the amounts specified below and according to the following schedule:

228.85 hours payable in September 2022 - \$20,994.70

228.85 hours payable in September 2023 - \$21,571.40

228.85 hours payable in September 2024 - \$22,164.12

2. The number of accrued, unused days under Sections 7(A) and 7(A)(1) shall be certified annually.
 3. At any time during the term of this Agreement, Employer may buy out any portion of Town Manager's accrued vacation on such terms as are mutually acceptable to the parties.
 4. Any vacation days under Section 7(A)(1) that remain unused or uncompensated for upon the Town Manager's death, retirement or termination, shall be reimbursed to him or, if he is unavailable, his beneficiary (or beneficiaries) with the Middlesex County Retirement System, or, if his beneficiary (or beneficiaries) is/are unavailable, his estate at the prorated salary of Town Manager which is then in effect.
- B. Town Manager shall accrue and have credited to his personal account sick leave at the same rate as other management employees of the Town, which shall be certified annually. Upon death, retirement, or termination of employment, Town Manager or, if he is unavailable, his beneficiary (or beneficiaries) with the Middlesex County Retirement System, or, if his beneficiary (or beneficiaries) is/are unavailable, or his estate shall be compensated for unused accumulated sick time at the same rate as other management employees of the Town, which is \$55.00/day for a maximum of 240 days.
- C. Town Manager shall be entitled to up to five personal days annually. There shall be no accrual or carry-over of such days from year-to-year. Town Manager shall also be entitled to such bereavement benefits as are made available to management employees of the Town during the term of this Agreement.
- D. Town Manager shall be granted all paid holidays granted to non-union personnel, which shall include the day after Thanksgiving if such paid holiday is granted by the Town to non-union personnel.

Section 8: Medical Benefits

Employer agrees to provide comprehensive medical and dental insurance for Town Manager and his dependents and to pay the premiums thereon equal to such insurance and such premium contributions which are provided to other management (or non-union) employees of Employer as authorized by M. G. L. Chapter 41, Section 108N. Employer agrees to make available to Town Manager a flexible spending account under the same terms and conditions as such account is made available to non-union personnel and in compliance with applicable requirements of the Internal Revenue Code.

Section 9: Retirement

Employer and Town Manager understand that for the purposes of retirement, Town Manager shall be classified under the provisions of Chapter 32 of the Massachusetts General Laws.

Section 10: Further Terms and Conditions of Employment

This Agreement may be amended at any time by mutual consent of the parties provided that such amendments are not inconsistent with, or in conflict with, the Town By-laws, the Charter, or the General Laws of the Commonwealth.

Section 11: No Reduction of Benefits

Employer shall not, at any time during the term of this Agreement, reduce the salary, compensation, or other financial benefits of the Town Manager.

Section 12: Indemnification

Employer shall defend, save harmless and indemnify Town Manager against any tort, professional liability, claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of Town Manager's duties as Town Manager to the full extent allowed by General Laws Chapter 258 and by any insurance coverage maintained by the Town of Wilmington and applicable hereto. This indemnification provision shall apply regardless of whether the claim, demand, or legal action is brought during the term of this Agreement or thereafter.

Section 13: Other Terms and Conditions of Employment

It being the express desire of the parties to this contract to consummate a proper working relationship between Employer and Town Manager, it is understood and recognized by Employer that Town Manager, subject to appropriate provisions of General Law, the Town By-laws and the Charter, shall be responsible for the conditions of work, organization of departments, and administration of personnel to increase the efficiency and productivity of the Town, its agencies or agents.

Section 14: Town Manager Performance Evaluation

Each year during the month of June, the Board will meet with the Town Manager to discuss and establish specific annual goals and performance objectives that it determines are necessary for the proper operation and welfare of the Town and the attainment of the policy objectives of the Town. The Board may further establish a relative priority among those various goals and objectives and shall reduce said goals and objectives to writing. Said goals and objectives shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the applicable fiscal year.

During the month of July of each year, each member of the Board will submit a written evaluation of the Town Manager's performance to the Chairman of the Board or his/her designee using the form attached hereto. The Chairman or his/her designee shall prepare a composite evaluation of the Town Manager's performance which composite shall be considered and, subject to amendments, voted on by the Board as the official evaluation of the Town Manager and made public. Said evaluation will include an assessment of the Town Manager's performance in meeting the goals and objectives that had been set for him by the Board for that fiscal year. Any meeting to consider the Town Manager's evaluation shall be held in open session in accordance with the provisions of M.G.L. Chapter 30A, Sections 18-25. Unless the parties agree otherwise, Town Manager shall be provided with a written draft of the composite evaluation at least twenty (20) calendar days prior to any meeting scheduled to discuss such composite evaluation.

Section 15: General Provisions

- A. The text herein shall constitute the entire and full Agreement between the parties, notwithstanding of any representations which have been made at any time prior to the signing hereof.
- B. All of the terms and conditions of this Agreement shall become effective as of October 1, 2021.
- C. This Agreement sets forth in full all compensation, remuneration, and benefits to which Town Manager shall be entitled. Town Manager specifically waives any and all claims to all other forms and items of compensation, remuneration, and benefits of any kind, including but not limited to any longevity benefit or enhancement and any early retirement incentive.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.




Jeffrey M. Hull

1/24/22


Date

WITNESS Board of Selectmen, Town of Wilmington




Lilia Maselli, Chairman


Approved as to form:



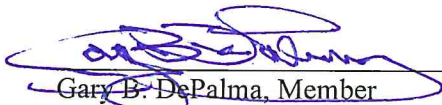
Gregory B. Bendel, Member




Mark R. Reich, Esq., Town Counsel



Kevin A. Cairra, Member



Gary B. DePalma, Member



Judith L. O'Connell, Member