

**AGREEMENT BETWEEN
TOWN OF WILMINGTON
AND
LOUIS CIMAGLIA IV**

THIS AGREEMENT is made and entered into this 30th day of October, 2023 by and between the Town of Wilmington ("Town"), a duly organized municipal corporation in the Commonwealth of Massachusetts, acting by and through its Board of Selectmen ("Board") (the Town and the Board collectively, "Employer") and Louis Cimaglia IV, of Wilmington, Massachusetts ("Mr. Cimaglia" or "Temporary Town Manager"). The parties hereby agree as follows:

WHEREAS, Louis Cimaglia IV ("Mr. Cimaglia") is currently employed by the Town as its Director of Veterans' Services; and

WHEREAS, Employer desires to temporarily employ the services of Mr. Cimaglia as Temporary Town Manager of the Town as provided for in Section 8 of the Town Charter and Mr. Cimaglia is willing to accept such employment; and

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

WHEREAS, the Board at a regularly scheduled meeting voted to appoint Temporary Town Manager to perform the duties of the position of Temporary Town Manager on a temporary basis commencing November 1, 2023; and

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

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

Section 1: Duties

Employer hereby agrees to employ Mr. Cimaglia to temporarily perform the functions and duties of the position of Temporary 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 Employer shall from time to time assign. During the period that he is serving in the position of Temporary Town Manager, Mr. Cimaglia shall be granted a temporary leave of absence from his position as Director of Veterans' Services.

Section 2: Term of Agreement

The term of this Agreement shall commence on November 1, 2023 and shall continue until the position of permanent Town Manager has been filled by the Employer, or until this Agreement is terminated in accordance with the provisions of Section 3 below, whichever occurs sooner.

Section 3: Termination of Agreement

- A. The Temporary Town Manager shall serve at the pleasure of the Employer and may be removed from his position as Temporary Town Manager at any time during the life of this Agreement, for any reason and without recourse, with fourteen (14) days' written notice.

- B. In the event that Mr. Cimaglia wishes to resign his position with the Town as Temporary Town Manager, he shall provide the Town with a minimum of thirty (30) days' written notice of such intent.
- C. In the event that Mr. Cimaglia separates from his position as Temporary Town Manager, either voluntarily or involuntarily, he shall be returned to his current permanent position as Director of Veterans' Services.
- D. Nothing in this Agreement shall serve to limit the Employer's ability to also terminate Mr. Cimaglia's employment as Director of Veterans' Services if the circumstances warrant such action, subject to any applicable provisions of the Town Charter and General Laws.

Section 4: Salary

The Temporary Town Manager's annualized salary during the period covered by this Agreement shall be One Hundred Fifty-Four Thousand and 00/100 Dollars (\$154,000.00). Said salary shall be effective November 1, 2023 and will be payable in weekly installments in the same manner as other non-union employees of the Town are paid.

Section 5: Automobile

Temporary Town Manager's duties require that he shall have the exclusive use at all times during his employment with Employer in such capacity 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. Temporary 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 Temporary 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, Temporary 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. Temporary Town Manager shall be credited with five (5) days of vacation leave upon the execution of this Agreement. On January 1, 2024, Temporary Town Manager shall be credited with five (5) weeks of vacation for use during calendar year 2024.
- B. Temporary Town Manager shall accrue and have credited to his personal account sick leave at the same monthly rate as other management employees of the Town, which shall be certified annually.
- C. Effective January 1, 2024, Temporary Town Manager shall be credited with five (5) personal days. There shall be no accrual or carry-over of such days from year-to-year. Temporary 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. Temporary 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.
- E. Upon his being returned to his permanent position as Director of Veterans' Services, Temporary Town Manager will carry with him any unused paid leave balances that he had remaining at the time of such return. In addition, he will be entitled to the same level of benefits under the Town's Personnel Plan that he would have otherwise been entitled to had he remained in his Director of Veterans' Services position and not served as Temporary Town Manager.

Section 8: Medical Benefits

Employer agrees to provide comprehensive medical and dental insurance for Temporary 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 Temporary 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 Temporary Town Manager understand that for the purposes of retirement, Temporary 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 Temporary Town Manager.

Section 12: Indemnification

Employer shall defend, save harmless and indemnify Temporary 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 Temporary Town Manager's duties as Temporary 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 Temporary Town Manager, it is understood and recognized by Employer that Temporary 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: General Provisions

- A. The text herein shall constitute the entire and full Agreement between the parties, notwithstanding 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 November 1, 2023.
- C. This Agreement sets forth in full all compensation, remuneration, and benefits to which Temporary Town Manager shall be entitled while serving in such capacity. Temporary 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.



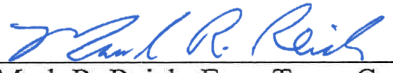
Louis Cimaglia IV

10/31/23

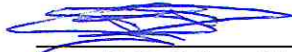
Date

Select Board, Town of Wilmington


Approved as to form:




Mark R. Reich, Esq., Town Counsel



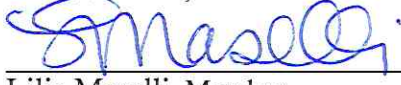
Gary B. DePalma, Chair



Gregory B. Bendel, Member



Kevin A. Caira, Member



Lilia Maselli, Member

Frank J. West, Member