

TOWN OF HANOVER
EMPLOYMENT AGREEMENT
TOWN MANAGER

AGREEMENT made the ____ day of MAY 2020, by and between the TOWN OF HANOVER, (hereinafter referred to as the "TOWN"), a municipal corporation within the Commonwealth of Massachusetts, acting by and through its BOARD OF SELECTMEN, (hereinafter referred to as the "BOARD"), and Mr. Joseph N. Colangelo, (hereinafter referred to as "COLANGELO").

In consideration of the mutual promises herein contained and for other good and valuable consideration, and pursuant to Chapter 41, section 108N of the Massachusetts General Laws, the parties hereto agree as follows:

1. EMPLOYMENT: The TOWN hereby employs Mr. COLANGELO, and Mr. COLANGELO hereby accepts employment as Town Manager.
2. TERM: The term of employment agreement shall start on June 1, 2020, and shall end on June 30, 2023 ("Expiration Date"), unless sooner terminated in accordance with this Agreement, or unless extended through section three (3) "CONTINUATION" of the contract. If the BOARD does not provide Mr. COLANGELO with a Non-Renewal Notice at least three hundred and sixty five (365) days in advance of the Expiration Date then the term of employment shall extend to three hundred and sixty five (365) days after the BOARD provides Mr. COLANGELO with a Non Renewal Notice.
3. CONTINUATION: This contract shall be extended for one (1) year each May 31st in concert with the Town Manager's Annual Evaluation pursuant to paragraph 6 of this Agreement, unless, by majority vote of the Board of Selectmen, the Selectmen vote against the extension of the 3rd year prior to June 1st of any given year.
4. TERMINATION AND SEVERANCE PAY: The TOWN may terminate this Agreement and Mr. COLANGELO's employment at any time for cause or without cause at which time Mr. COLANGELO shall be compensated for accrued but unused vacation time, in addition to the following compensation and benefits. If the TOWN terminates Mr. COLANGELO for cause, Mr. COLANGELO shall not be entitled to any further severance pay, compensation, nor benefits beyond the date of termination. If the TOWN terminates Mr. COLANGELO without cause, with one (1) year or more left on his employment contract with the Town, Mr. COLANGELO shall receive a one-time severance payment equal to one year of annual full-year salary at his salary at the time of termination, less usual and customary withholdings, and the TOWN shall continue Mr. COLANGELO's then existing health insurance benefits for nine (9) months from the date of termination.. If Mr. COLANGELO is terminated without cause with less than one (1) year remaining on his contract Mr. COLANGELO shall receive the balance owed for the remaining portion of his term, less usual and customary withholdings, and the TOWN shall continue Mr. COLANGELO's then existing health insurance for the remaining period of time on his contract for no less than nine (9) months. Mr. COLANGELO may terminate this Agreement at any time by providing one hundred and eighty (180) days advance written notice of termination to the BOARD. In the event of termination upon proper notice, the TOWN will pay for any accrued but unused vacation time.

5. COMPENSATION: The BOARD agrees to pay Mr. COLANGELO a base annual salary of one hundred and fifty-eight thousand and two hundred dollars (\$158,200.00) starting July 1, 2020 and effective through July June 30, 2022. Mr. COLANGELO shall receive up to \$15,000 towards an eligible 457 deferred compensation plan in Mr. COLANGELO's name prior to December 31, 2021, with formal approval by the Board of Selectmen, and he shall receive up to \$15,000 towards an eligible 457 deferred compensation plan prior to December 31, 2022 with formal approval from the Board of Selectmen, and he shall receive up to \$19,000 towards an eligible 457 deferred compensation plan prior to each subsequent December 31. Increases in Mr. COLANGELO's base annual salary after June 30, 2022 shall be discussed with the Board of Selectmen during his annual evaluation and acted upon in such a manner.

6. PERFORMANCE EVALUATION: Mr. COLANGELO will meet with the BOARD annually for the purpose of establishing goals and objectives for his employment. The BOARD will seek Mr. COLANGELO's input and then develop goals and objectives for the following twelve-month period. The BOARD may conduct an annual, or sooner, evaluation of Mr. COLANGELO's performance.

7. DUTIES: Mr. COLANGELO shall perform faithfully, to the best of his ability, the duties of Town Manager in conformance with the job description, and Town Charter, Chapter 67 of the Acts of 2009, as they may be amended from time to time, and other duties reasonably assigned him by the BOARD that do not conflict with the Chapter 67 of the Acts of 2009. Mr. COLANGELO's normal workweek shall include hours that the Town Offices are open to the public and shall also include meetings, conferences and other duties that are outside of the usual office hours. Mr. COLANGELO will adhere to the ICMA Code of Ethics.

8. OUTSIDE ACTIVITIES: Mr. COLANGELO may accept speaking, writing, lecturing, teaching, or other paid engagements of a professional nature as he sees fit, provided they do not interfere with the performance and discharge of his duties and responsibilities to the TOWN and conform to all applicable laws and policies of the town, the Commonwealth of Massachusetts, the United States of America, and the ICMA Code of Ethics

9. REIMBURSEMENT FOR EXPENSES: The TOWN will provide Mr. COLANGELO with a cellular telephone and will make available a town vehicle for Mr. COLANGELO's use. If the Town vehicle is unavailable at any time the TOWN shall reimburse Mr. COLANGELO at the then applicable IRS reimbursement rate for the use of his personal vehicle.

10. PROFESSIONAL DEVELOPMENT/AFFILIATIONS: The TOWN will budget the requisite sums for Mr. COLANGELO's both annual membership, and attendance at the annual conferences, of the Massachusetts Municipal Association and the Massachusetts Municipal Managers Association. The TOWN will reimburse Mr. COLANGELO, for additional professional development opportunities and/or professional memberships such a Mr. COLANGELO's annual membership to the International City/County Management Association (ICMA), the ICMA national conference, and other similar professional development opportunities. MR. COLANGELO agrees not to spend any town money on conferences or any associated expenses in Fiscal Year 2021.

11. ANNUAL VACATION: Mr. COLANGELO shall be granted twenty (20) days of paid vacation starting each July 1. Vacation days shall not carry over from year to year and unused vacation days shall not be paid out in the event of separation from employment with the Town of Hanover

12. FRINGE BENEFITS: Mr. COLANGELO shall be entitled to the following that shall be controlled by Section V of the Town of Hanover Personnel Regulations:

a. sick leave — Mr. COLANGELO shall accumulate seven (7) sick days per fiscal year with no maximum accumulation and no buyback at the end of Mr. COLANGELO's employment.

b. bereavement leave — Mr. COLANGELO shall be entitled to three (3) days of bereavement leave in the event of the death of an immediate family member.

c. personal leave — Mr. COLANGELO shall be entitled to three (3) personal days per fiscal year. Personal days may not be carried over from fiscal year-to-year.

13. INSURANCE AND PENSION BENEFITS: Mr. COLANGELO may elect to participate in Town sponsored health insurance, life insurance and pension programs offered to eligible Town employees subject to Section V of the Town of Hanover Personnel Regulations.

14. INVALIDITY: Should any paragraph or part of this Agreement be invalid, the balance of the Agreement shall be binding and effective on all parties, but the parties will meet to discuss whether a substitute provision to give effect to their intent can be agreed upon.

15. INDEMNIFICATION: The TOWN shall, in accordance with and to the maximum extent allowed by law, save harmless and indemnify Mr. COLANGELO 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 his duties as Town Manager provided that Mr. COLANGELO acted within his scope of duties and in good faith. Said indemnification shall include a legal defense by counsel chosen by the BOARD and costs as well as payment of any settlement or judgment, and shall apply even if the claim is following the conclusion of Mr. COLANGELO's employment. The TOWN may settle any such claim or suit and pay any settlement amount without recourse to Mr. COLANGELO. This provision shall survive the termination of this Agreement.

16. NOTICES: Any notices given under the terms of this Agreement shall be sent via first class mail, or hand-delivered to the parties at the following addresses (that may be updated from time to time by the parties):

a. Board of Selectmen
550 Hanover Street
Hanover, Massachusetts 02339

b. Mr. Joseph N. Colangelo
190 Winter Street
Hanover, MA 02339

Signed: _____, 2020

Town of Hanover by its Board of Selectmen:

John C. Tuzik, Chairman

Joseph N. Colangelo, Town Manager

Emmanuel J. Dockter Vice Chairman

David R. Delaney

John S. Berry

Jocelyn R. Keegan

Approved as to form:

Kevin Feeley, Labor Counsel