

**EMPLOYMENT AGREEMENT
FOR THE
BLACKSTONE TOWN ADMINISTRATOR**

THIS AGREEMENT, made and entered into this 29th day of June 2021, pursuant to the provisions of G.L. c. 41, 108N, by and between the Town of Blackstone, Massachusetts, a municipal corporation, acting by and through its Board of Selectmen, who act hereunder in their representative capacity only and without personal liability to themselves, hereinafter called "Employer or Town", as party of the first part, and Dori Vecchio, hereinafter called "Employee", as party of the second part, (collectively, hereinafter referred to as the Parties"), hereby agree as follows:

WITNESSETH:

WHEREAS, the Town desires to engage the services of the Employee in the position of Town Administrator of the Town of Blackstone, as provided by the Charter of the Town of Blackstone (hereinafter "Charter"); and

WHEREAS, the Board, under c.41, §108N of the General Laws may contract with the Town Administrator for such services; and

WHEREAS, the Town and Employee desire to establish and memorialize herein certain terms and conditions of employment and provide for certain remuneration for said employee, and:

WHEREAS, the Employee represents her willingness to accept employment by the Town, and that she is capable of performing the duties and responsibilities of said position; and

WHEREAS, Employee desires to accept the Town's offer for full-time employment as Town Administrator of said Town and to agrees to use her best efforts, knowledge, skills, abilities and training to carry out the duties and responsibilities of said position;

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

Section 1. Duties

Employer hereby agrees to employ Dori Vecchio as Town Administrator of said Town to perform the functions and related duties of said position as specified in the Blackstone Town Charter, applicable Bylaws, rules and regulations, votes of the Board of Selectmen ("Board" or "Selectmen"), general or special laws, all of which as may be amended, rescinded and supplemented from time to time, and to perform such other legally permissible and proper duties and functions as the Board shall from time to time assign and/or are normally within the range of duties and responsibilities performed by a person holding the position of Town Administrator as specified in the Charter.

The powers and duties of the Town Administrator are as follows:

- A. Appointments- Subject to the approval of the Selectmen, the Town Administrator shall appoint and remove incumbents of the following positions, and she shall be their supervisor: Chief of Police; Superintendent of Public Works; Fire Chief; Forest Warden; Animal Control Officer; Wiring Inspector; Gas Inspector; Building Inspector; Civil Defense Director; and Civil Defense Communications Officer.
- B. She shall prepare and present to the Selectmen for their approval the annual budgets for all departments and offices under her supervision.
- C. She shall keep the Selectmen fully advised as to the financial condition and future needs of the Town and make such recommendations to the Board concerning any affairs of the Town as she deems advisable.
- D. As specified by the Selectmen, she shall participate in the preparation of the annual budgets of the departments under its control.
- E. Except for schools, she shall develop and maintain an inventory of Town-owned real estate facilities and equipment.
- F. She shall receive and answer complaints and refer complaints to the proper department for attention. When she deems it advisable, she shall make recommendations to the Selectmen concerning the disposition of complaints.
- G. She shall assign space and time in Town Hall for temporary use by persons and groups she decides have a legitimate purpose for said use.
- H. She shall supervise the purchase of all supplies, materials, and equipment for all departments except for schools and the library.
- I. As specified by the Selectmen, she shall act as its representative in relations with labor unions that represent or seek to represent Town employees.
- J. She shall maintain knowledge of and, at the instruction of the Selectmen, she shall work to obtain, resources from federal, state and other government jurisdictions that further Town purposes.
- K. She shall supervise the preparation of the Annual Town Report and such other reports as the Selectmen may require from time to time.
- L. She shall have general supervision of the employees in the Selectmen's office and be the custodian of Town Hall, and she shall supervise the organization, systems, practices, routines, and records of said office. She shall prepare and recommend a budget for the Selectmen's office and submit it to the Selectmen for their approval.
- M. She shall attend all regular and special meetings of the Board of Selectmen, unless excused, and shall have a voice but no vote in its discussion.
- N. She shall perform other duties consistent with her office as may be required of her by the Selectmen.

Section 2. Term

A. The term of this Agreement shall commence and become effective on July 19, 2021 and end on June 30, 2024. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Selectmen to terminate the services of the Town Administrator, at any time, subject to the provisions set forth in this Agreement and the Charter.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Selectmen to suspend and/or terminate the services of Employee at any time, subject only to the provisions set forth in Section 3 of this Agreement and the provisions of the Charter.

Section 3. Suspension, Termination, Resignation

A. Employer may suspend or terminate the Employee only in accordance with the provisions of the Charter and this Agreement.

B. The Board may only terminate this Agreement for cause during the term hereof. For purposes of this Agreement, "cause" shall be defined as:

1. Indictment by a court of competent jurisdiction of fraud, embezzlement, misappropriation or other material dishonesty of the Employee with respect to the Employer;
2. The Employee's indictment, charge by a public authority or conviction or plea of nolo contendere to (A) any felony or (B) a misdemeanor involving moral turpitude, deceit, dishonesty or fraud;
3. The unexcused, material absence of the Employee;
4. The abuse of alcohol or any controlled substance which, in the good faith opinion of the Employer, renders the Employee unfit to serve in the capacity set forth herein, after a demand for the Employee to obtain counseling for said abuse and failure of the Employee to comply with such demand within thirty (30) days after notice to the Employee; provided that Employer shall be obligated to give one of said written demands during the term hereof;
5. The willful or gross misconduct or dishonesty of the Employee with respect to the Employer;
6. Material breach by the Employee of any of the Employee's obligations hereunder, after a written demand for substantial performance is delivered to the Employee by the Board which specifically identifies the manner in which the Board believes that the Employee has not performed her duties and the failure of the Employee to reasonably comply with such demand within thirty (30) days after notice to the Employee; or
7. Failure of the Employee to conform with performance standards established by the Board of Selectmen after periodic performance evaluations or to, otherwise, comport with such standards of professional performance as may be reasonably

expected from municipal chief administrative officers in similarly situated municipalities in the Commonwealth of Massachusetts.

C. In the event this Agreement is terminated by the Town prior to the expiration of the term of this Agreement, the Town agrees that it shall pay to the Town Administrator a lump sum cash payment equal to six (6) months aggregate salary, less deductions required by law ("Separation Payment") which amount shall be paid to the Town Administrator on or before the effective date of termination of her employment, plus all earned and accumulated vacation time; plus 50% of sick leave ("Sick Leave Payment"); provided, however, that in the event the Town Administrator's employment is terminated for cause, the Town shall have no obligation to pay the Severance Payment provided for in this paragraph. The Town shall, however, be obligated to pay Vacation and Sick Leave Payments.

D. In the event the Employee voluntarily resigns her position with the Town before expiration of the aforesaid term of employment, Employee shall first provide the Employer sixty (60) days written advance notice, unless the parties otherwise agree. In the event Employee voluntarily resigns, she shall be eligible only for a lump sum payment of such accumulated vacation leave and 50% of the sick leave provision set forth in Paragraph C of this Section and other leave buy-back provisions as is then available to all other employees of the Town.

E. The acceptance by the Employee of the Separation Payment, Vacation Payment and Sick Leave Payment provided hereunder shall constitute a complete and full release of the Town's obligations under this Agreement and waiver of any and all claims or causes of action the Employee may have against the Employer premised upon or relating to alleged wrongful termination of her employment.

Section 4. Salary

Payment of the salary and fringe benefits provided in this Agreement are subject to an annual appropriation through the budget process. The Town recognizes, however, that the obligation of the Town to pay salary and fringe benefits to the Employee is an annual contractual obligation.

Subject to the terms and conditions of this Agreement, and while the Employee is engaged in and performing the duties of Town Administrator, the Employer agrees to pay the Employee for services rendered hereunder an annual salary of \$144,400.

The parties hereby agree that, in each year during the term hereof, upon completion of the Employee's annual performance evaluation as provided in Section 5, the Selectmen, acting on behalf of the Town, may increase the Employee's salary in such amount as the Selectmen, in their sole discretion, shall deem appropriate. Any such increase in salary shall take effect as of the preceding July 1 anniversary date of this Agreement.

Employee's salary shall be payable in installments at the same time and in the same manner as salary payments made to other full time Town employees.

Section 5. Performance Evaluation

Within ninety (90) days of the commencement of this Agreement, the Selectmen shall meet with the Employee to define a set of goals, objectives, and expectations which they determine necessary for the proper operation of the Town and attainment of the Board's policy objectives.

The Board shall review and evaluate the performance of the Employee annually within ninety (90) days of his employment anniversary date in accordance with specific criteria developed jointly by the Board and the Employee. Further, the Board through its Chair shall provide the Employee with a summary written statement of the findings of the Board and provide an adequate opportunity for the Employee to discuss his evaluation with the Board.

Annually, the Board, in conjunction with the Employee, shall define such goals and performance objectives which they determine necessary for the proper operation of the Town and attainment of the Board's policy objectives. Said goals and objectives shall be set forth in writing. The Board shall further establish a relative priority among those various goals and objectives.

Section 6. Hours of Work

Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job, the Employee may have to expend additional time beyond that typically constituting a normal workday, and the Employee agrees to devote such time to fulfilling her duties and responsibilities as may be required. Such additional time includes, but is not limited to, time required to represent the Employer at various meetings and events, meetings with the Selectmen and other Town boards, commissions and departments, and time necessitated by emergency situations. Further, the Employee shall be physically present in Blackstone during the term of all declarations of state of emergency by federal or state authorities or by the Board of Selectmen to the extent the Board shall deem appropriate. It is acknowledged that the position of Town Administrator is executive in nature, as that term is defined in the Fair Labor Standards Act, its rules and regulations. Accordingly, the Employee shall not be entitled to paid overtime and additional compensation for additional time spent performing the duties and responsibilities established hereunder. It is further understood that Employee's work hours, with proper notification to the Board, may be flexible in recognition of the additional time she may spend beyond the normal workday in the conduct of the Town's business.

Section 7. Outside Activities

Employee shall not spend more than ten (10) hours per week in teaching, counseling, or other non-Town related business without the prior approval of the Board.

Section 8. Relocation Expenses & Residency

The Employee shall be a resident of the Town of Blackstone throughout the term of this Agreement as required by the Charter. Notwithstanding the current Charter residency provision, the Parties acknowledge that a Petition, as approved at the May 2021 Annual Town Meeting, shall forthwith be filed by the Town with the Great and General Court to enact a special law to amend the residency requirement set forth in the Charter for the Town Administrator. In consideration of the filing of said Petition, in the event the Legislature does not enact said special law within one year of the date of the Town's filing of the Petition, the Employee shall be afforded an additional six months from the first anniversary date of the Petition filing to become a resident of the Town.

Section 9. Vacation Leave

The Employee shall be granted twenty-five (25) vacation days for each fiscal year. Vacation time shall accrue and be available to the Employee at the beginning of each fiscal year. Employee shall notify the Selectmen of his intent to take more than three (3) consecutive days of vacation leave prior to commencement thereof.

Section 10. Other Benefits: Health, Life, and Disability Insurance; Sick Leave

A. Employer agrees to provide hospitalization, surgical and comprehensive medical insurance for Employee and her dependents, if requested, at a premium contribution rate no less than 75%. In the second and third years of the term hereof, after Employee's annual performance evaluation, if the Employee chooses not to request health insurance from the Town, the Employer shall pay Employee a supplemental sum of not less than \$5,000 in lieu of such health insurance. Any such payment in lieu of health insurance shall be a separate lump sum payment less deductions as required by law, during the annual period of time for employees to elect health insurance.

B. Employer agrees to provide, at the Employee's option, a life insurance policy on the Basis of the same premium contributions and amounts extended to other employees of the Town.

C. Employer agrees to provide the Employee with holidays and sick leave time in accordance with the Town's Bylaws, Personnel Policies, and this Agreement. Notwithstanding any provision therein to the contrary, the Employee shall be provided with ten (10) days of sick leave time as of the effective date of this Agreement and shall not be entitled to the accrual or accumulation of any additional sick leave time until the satisfactory completion of eight months of employment hereunder, at which time additional sick leave time shall be credited in accordance with the terms of Town Personnel Policies, as amended.

D. Employer agrees to provide the Employee with a monthly payment of \$350.00 as a vehicle allowance in lieu of providing a municipal vehicle for use in Town related business and as full compensation for all expenses related to Employee's use of her personal vehicle for Town business purposes.

E. Personal Leave: Employer agrees to provide three (3) personal days per year to be taken at Employee's discretion.

F. Employee shall be provided with a mobile telephone for use with respect to Town business, all costs and expenses with respect to which shall be paid by the Employer.

Section 11. Retirement

The Employee is required to join the Worcester County Retirement System. Contributions to said System are to be made in accordance with the Town's personnel rules and regulations.

Section 12. Dues, Subscriptions and General Expenses

Subject to annual budgetary appropriation, the Employer agrees to budget and pay for the professional dues, subscriptions, and conference expenses of Employee necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continuous professional participation, growth, and advancement, and for the good of the Town, subject to notification and approval by the Selectmen.

Section 13. Indemnification

The Town agrees to hold harmless, and indemnify Employee against any tort, professional liability, contract or civil rights claim or demand or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring during the performance of the Employee's duties as Town Administrator, expressly excluding actions of the Employee which are determined to be grossly negligent, willful, malicious, or outside the scope of the Employee's official duties or employment, in accordance with the provisions of M.G.L. c.258, §§ 2, 6, 9 and 13 and the terms of this Agreement. The Town shall have authority to compromise and settle any such claim or suit where Employee is named in her official capacity and shall pay the amount of any settlement or judgment rendered thereon. Employee hereby grants the Town the authority to compromise and settle any claim or suit, as specified above, wherein Employee is named individually, provided that the Employee shall pay the amount of any settlement or judgment rendered with respect to any such claim or suit. The Town shall provide counsel to represent and defend the Employee with respect to all such claims and demands at no cost to Employee in accordance with M.G.L. c.258, §2; provided however, that counsel shall not provide such representation and defense if, in his or her opinion, such representation and defense would result in a conflict of interest occasioned by differing legal defenses raised by co-defendants or by a determination by the Employer that Employee was acting outside of the scope of her employment. The representation and defense of Employee at no expense shall be subject to Employee, at all times, providing full cooperation and participation with defense counsel.

The indemnification provided herein shall survive any resignation or removal from office. After she may leave office, in the event that Employee is required by subpoena or other court order, or the defense counsel, to give testimony at any trial, hearing, deposition or inquiry, either as a fact-witness or a party, in any matter which arose out of the performance of her official duties and in which she is appearing solely in her official capacity, the Town shall, subject to the

appropriation / availability of funds therefor, indemnify and reimburse Employee for her time spent testifying at trial or at a deposition, or in preparation of a trial or deposition and for trial attendance (to the extent required by the Town's counsel) at a daily rate equal to her daily rate of pay as of her last full day of employment with the Town; provided, however, that any reimbursement for time spent preparing for a deposition or trial shall be limited to one eight-hour day, unless, under exceptional circumstances, the Board of Selectmen upon the recommendation of the Town counsel, approves reimbursement for additional preparation time.

The indemnification and reimbursement provided by this Agreement shall not include any representation or litigation expenses incurred in connection with any proceedings involving the state ethics commission which survive beyond the "preliminary inquiry" stage as that term is defined by the state ethics commission. Any such indemnification and reimbursement shall be subject to a determination made by the Town Counsel that Employee was acting in her official capacity and within the scope of her official powers and duties at the time the events complained of transpired. In no event shall any indemnification or reimbursement be made for any amounts required by any disposition assessed as civil penalties, restitution, or additional damages by the commission or to any legal representation expenses incurred in connection therewith.

Section 14. Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employer under any law or bylaw.

Section 15. Other Terms and Conditions of Employment

A. The Board, after discussion with the Employee, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance, duties and responsibilities of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, Town Bylaw or any other law.

B. The Employee shall obtain designation under the Massachusetts Certified Public Purchasing Official Program (MCPPO) issued by the Office of the Inspector General within eighteen (18) months of the commencement of her employment hereunder and shall maintain said designation throughout the term of her employment hereunder.

Section 16. Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- I. Employer:
Board of Selectmen
Municipal Center
15 St. Paul Street,
Blackstone, MA 01504

2. Employee:
Dori Vecchio
2 Hibiscus Drive
Worcester, MA 01605
508-612-5975
Dorivecchio36@hotmail.com

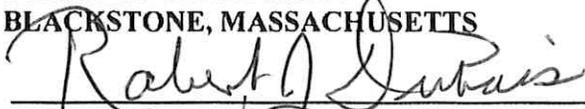
Alternatively, notices required pursuant to this Agreement may be served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or left at the last and usual place of abode of the Employee or as of date of deposit of such written notice in the course of transmission by the United States Postal Service.

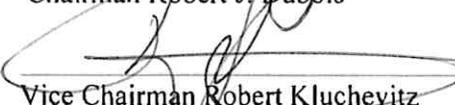
Section 17. General Provisions

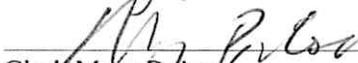
- A. The terms set forth herein shall constitute the entire agreement between the Parties except to the extent that other documents are referred to herein, which documents shall be deemed to be incorporated herein by reference.
- B. The Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. The Employee shall be entitled to the benefits hereunder commencing July 1, 2021, unless otherwise specified in this Agreement.
- D. If any provision or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. The failure of a party to insist on strict compliance with a term or provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.
- F. The Town recognizes that Employee has a pre-planned pre-paid vacation scheduled for August 13 August 21, 2021. The Town approves Employee's absence for this period for the pre-planned vacation.

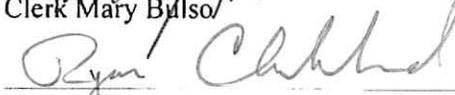
IN WITNESS WHEREOF, the Town of Blackstone, Massachusetts, has caused this Agreement to be signed and executed on its behalf by its Board of Selectmen, and the Employee, being fully knowledgeable of the terms set forth herein, have executed the same as a sealed instrument on the dates referenced below.

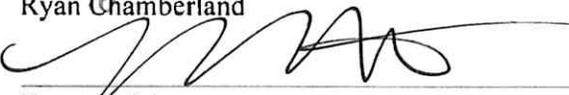
**BOARD OF SELECTMEN
BLACKSTONE, MASSACHUSETTS**


Chairman Robert J. Dubois


Vice Chairman Robert Kluchevitz

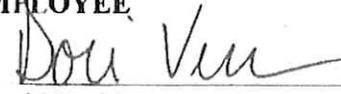

Clerk Mary Bulso


Ryan Chamberland


Tanya Polak

6/29/21
Date

EMPLOYEE

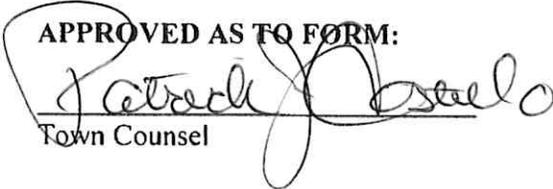

Dori Vecchio

6-28-21
Date

ATTEST:


Town Clerk
(Seal)

APPROVED AS TO FORM:


Town Counsel