

TOWN ADMINISTRATOR EMPLOYMENT AGREEMENT

This Agreement, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into as of this 12th day of July 2022, by and between the Town of Halifax, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," acting by and through its Board of Selectmen, hereinafter called The Board and Marty L. Golightly of Abington, Massachusetts, , hereinafter called the "Town Administrator", as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of said Marty L. Golightly as Town Administrator of the Town of Halifax.

WHEREAS, the Board, under Chapter 41, Section 108N of the General Laws may contract with the Town Administrator for such services:

WHEREAS, it is the desire of the Board to contract for the salary and benefits of said Town Administrator;

WHEREAS, it is the desire of the Board to retain the services of the Town Administrator, and to provide inducement for him to remain in such employment; and

WHEREAS, Marty L. Golightly, agrees to accept employment as Town Administrator of said Town.

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

Section I: Functions and Duties of the Town Administrator.

The Town hereby offers to employ said Marty Golightly as Town Administrator of said Town and the Town Administrator accepts said offer. The Town Administrator shall be the Chief Administrative Officer of the Town. The Town Administrator shall perform the duties specified in the Town By-Laws and such other duties as the Board shall from time to time legally assign to him.

Section II: Term

This Agreement shall be effective on July 18, 2022 and shall be in full force and effect until June 30, 2026, unless earlier terminated pursuant to Section II hereof. The Agreement shall be for a term of four (4) years, and shall be binding on the Town and the Town Administrator in each year of its duration unless earlier terminated pursuant to Section III hereof.

Section III: Termination and Severance Pay

A. The Board may terminate the Town Administrator for cause during the term of

this Agreement. The Board must give thirty-day notice to the Town Administrator of the contemplated discipline and hearing and an opportunity to be heard and the discipline must be approved by a majority vote of the Board members participating in the matter. In the event that the Town Administrator is terminated for cause, the compensation of the Town Administrator shall terminate upon the effective date of the finding of cause.

B. The first three months of service pursuant to this Agreement shall be a probationary period, during which either side may terminate this Agreement upon thirty days' notice, with no further compensation or other benefits or obligations pursuant to this Agreement. Thereafter, upon the end of the three month probationary period, the Board may during the remainder of the term of this Agreement, terminate the services of the Town Administrator at any time for convenience, without cause, in which case, the Town agrees that it shall pay to the Town Administrator a lump sum cash severance payment equal to six (6) months aggregate salary, which amount shall be paid to the Town Administrator on or before the effective date of the termination of his employment, provided, however, that in the event the Town Administrator is terminated for cause in office, the Town shall have no obligation to pay the aggregate severance sum provided for in this paragraph.

C. In the event the Town Administrator voluntarily terminates his position with the Town before the expiration of the term of this Agreement, the Town Administrator shall give the Town one (1) month's written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk.

D. Section XII Indemnification shall survive any termination of this Agreement.

Section IV: Salary

A. The Town agrees to pay the Town Administrator for services rendered under this Agreement, an annual base salary of \$120,000, subject to Subject to appropriation by Town Meeting and applicable withholdings and deductions, effective July 18, 2022, and continuing through June 30, 2023, payable in installments at the same time as other employees of the Town are paid.

B. The Town agrees to pay the Town Administrator for services rendered under this Agreement, an annual base salary of \$123,600, subject to appropriation by Town Meeting and applicable withholdings and deductions, effective July 1, 2023, and continuing through June 30, 2024, payable in installments at the same time as other employees of the Town are paid.

C. The Town agrees to pay the Town Administrator for services rendered under this Agreement, an annual base salary of \$127,308, subject to appropriation by Town Meeting and applicable withholdings and deductions, effective July 1, 2024, and continuing through June 30, 2025, payable in installments at the same time as other employees of the Town are paid.

D. The Town agrees to pay the Town Administrator for services rendered under this Agreement, an annual base salary of \$131,127, subject to appropriation by Town Meeting and applicable withholdings and deductions, effective July 1, 2025, and continuing through June 30, 2026, payable in installments at the same time as other employees of the Town are paid.

E. In addition to the foregoing, the Town agrees to pay, subject to appropriation by Town Meeting and subject to applicable withholding and deductions, the Town Administrator a one time pay increase of 2% of the salary being paid to him at that time in accordance with Paragraphs A, B, C. and D above if and when he obtains a Massachusetts Chief Procurement Officer certification. Once the certification is obtained, all subsequent scheduled salary increases provided for by this Agreement will instead of the salary amounts set forth in Paragraphs A, B, C, and D above, rather shall be computed on the basis of 3% times the salary in effect as augmented by the 2% raise provided for in this paragraph F.

F. The annual salaries provided for in Paragraphs A, B, C, D, and E shall be in addition to any other compensation for which the Town Administrator is eligible under the Town's By-Laws.

Section V: Town Administrator Evaluation

A. The Board may review and evaluate the Town Administrator every year from the date of appointment. If so undertaken, said review and evaluation shall be based on the goals and objectives developed jointly by the Board and the Town Administrator. The Chair of the Board shall provide the Town Administrator with a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for the Town Administrator to discuss his evaluation with the Board.

B. Annually the Board and the Town Administrator may define the goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives, and if such goals and objectives are so established, such shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing; and 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 year.

Section VI: Hours of Work

The Town Administrator will devote full time and attention to the business of the Town and will not engage in any other business during office hours, except with the approval of the Board.

It is recognized that the Town Administrator must devote a great deal of time outside the normal office hours to the business of the Town, and to that end the Town Administrator will be allowed to take reasonable compensatory time off as the Board of Selectmen shall deem appropriate during said normal office hours.

Section VII: HEALTH INSURANCE, VACATION, SICK LEAVE, FUNERAL LEAVE, JURY DUTY AND DISABILITY INSURANCE

A. The Town Administrator will receive four (4) weeks (twenty (20) days) vacation each Fiscal Year. The Town Administrator may, at his discretion be compensated for ("buy back") one week annually in lieu of vacation utilization, and may carry one week forward into the subsequent fiscal year.

B. The Town Administrator shall accrue one and one half (1.5) days of sick leave per month to a maximum of one hundred fifty (150) days. If all sick time has been used, the Administrator will be required to use vacation time or request an unpaid family medical leave if additional time is required. Accumulated sick leave is not payable upon resignation or termination, unless otherwise stated in this Agreement. In addition to the above, upon execution of this Agreement the Town Administrator will be credited with thirty (30) days of sick leave.

C. Any unused vacation or sick leave remaining at the expiration of this Agreement shall carry over and be credited to the Town Administrator if this Agreement is extended.

D. The Town Administrator shall receive the following holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Patriots Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans Day
One-Half Day before Thanksgiving
Thanksgiving Day
Day after Thanksgiving
Christmas Day
One-Half Day Christmas Eve
One Half Day New Year's Eve

Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday; whenever any of the holidays listed above falls on Sunday, the following Monday shall be observed as the holiday.

E. Upon the death of the Town Administrator's spouse/significant other, child, grandchild, mother-in-law, or father-in-law, the Town Administrator will be granted leave of five (5) working days without loss of pay. Upon the death of the Town Administrator's sister, brother, sister-in-law or brother-in-law, the Town Administrator will be granted leave of three (3) working days without loss of pay and one day for the death of an aunt or uncle.

F. The Administrator shall be entitled to four (4) personal days effective July 1, of each Fiscal Year. Personal days cannot be accrued or carried over and are not paid upon termination or resignation.

G. In the event that the Town Administrator serves as a juror in a federal court or in the Courts of the Commonwealth, he shall receive from the Town the difference between his salary and the compensation received for such jury services, exclusive of any travel or other allowance; provided, however, he shall receive his full pay for his first three days of service for the Commonwealth of Massachusetts.

H. Except as provided herein, the Town Administrator shall be entitled to other leave benefits available to Town employees as specified in the Towns' By-Laws.

Section VIII: Deferred Compensation

The Town shall not contribute to the Town Administrator's deferred compensation plan.

Section IX: Professional Development

A. The Town agrees to pay for the registration, mileage, and subsistence expenses of the Town Administrator for short courses, institutes and seminars that are necessary for his professional development

B. The Town shall pay the Town Administrator's registration fees, mileage, and subsistence expenses to and from the Massachusetts Municipal Association's Annual Conference.

Section X: Dues and Subscriptions

The Town agrees to pay for the professional dues and subscriptions of the Town Administrator necessary for his membership in the following professional organization: Massachusetts Municipal Managers' Association, the Small Town Administrators of Massachusetts and any other professional organizations deemed necessary and desirable for his continued professional participation, growth and advancement and for the good of the Town.

Section XI: Expenses

A. The Town Administrator shall be reimbursed for any expenses incurred in the performance of his duties, or as an official representative of the Town, including attendance by him at civic or social events on behalf of the Town.

B. The Town Administrator's duties require that he be on duty and available 24 hours a day. The Town Administrator shall be reimbursed for mileage, tolls, parking and other travel expenses in connection with his discharge of his duties performed outside the boundaries of the Town.

Section XII: Indemnification

The Town shall indemnify and hold harmless the Town Administrator from personal financial loss and expense, in accordance with the limitation, restrictions and conditions set forth in M.G.L. c. 258, section 9 and M.G.L. c. 258, section 13 if applicable. This section shall not apply to any claims made by the parties for violation of this Agreement itself.

This section shall survive the termination of this Agreement.

Section XIII: Bonding

The Town shall bear the full cost of any fidelity or other bonds required of the Town Administrator.

Section XIV Other Terms and Conditions of Employment

A. All provisions of law of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Town Administrator as they

generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Town Administrator, except as otherwise provided in this Agreement

B. All other general provisions of the Town's By-Laws relating to fringe benefits shall also apply the Town Administrator as they apply to other employees of the Town, in addition to the benefits enumerated specifically for the benefit of the Town Administrator, except as otherwise provided in this Agreement.

C. This Agreement shall prevail over any conflicting personnel provisions of the Town By-Law or Rules and Regulations.

Section XV: No Reduction in Benefits

The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other benefits of the Town Administrator, except to the degree such a reduction is across the board for other non-union appointed employees of the Town.

Section XVI: 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:

- 1. TOWN: Chairman of the Board of Selectmen, 499 Plymouth Street, Halifax, MA 02338.
- 2. TOWN ADMINISTRATOR: Marty L. Golightly 1 Mahoney Circle, Abington, MA 02351

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section XVII: General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon an inure to the benefit of the heirs at law, estate administrators and executors of the Town Administrator.
- C. 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.
- D. For the purposes of the Fair Labor Standards Acts, the Town Administrator shall be an "exempt employee".

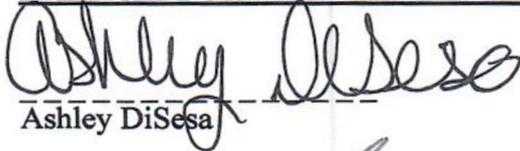
IN WITNESS WHEREOF, the Town of Halifax, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen and duly attested by its Town Clerk, and the Town Administrator has signed and executed this Agreement, both in duplicate.

TOWN ADMINISTRATOR

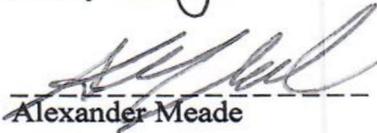


Marty L. Golightly

HALIFAX BOARD OF SELECTMEN



Ashley DiSesa

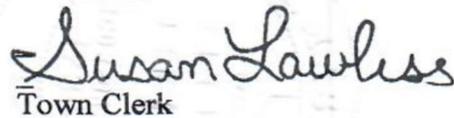


Alexander Meade



Jonathan Selig

Attested:



Town Clerk

