

**TOWN OF PRINCETON
FIRE CHIEF AND EMERGENCY DIRECTOR CONTRACT**

Agreement made this 2nd day of June 2020, by and between the Town of Princeton, a municipality located in Worcester County and organized under the laws of the Commonwealth of Massachusetts (“TOWN”), and John D. Bennett of 27 Hickory Drive, Princeton, Worcester County, County, Massachusetts (“BENNETT”).

WHEREAS, the TOWN wishes to secure the services of BENNETT to continue to discharge the duties of Fire Chief and Emergency Management Director, which duties include administration of the TOWN’s Fire/Ambulance/Emergency Department (“Department”), as prescribed by law and the TOWN’s Board of Selectmen (“Duties of Fire Chief”); and

WHEREAS, BENNETT is willing to continue to perform the Duties of Fire Chief in accordance with the terms and conditions of this Fire Chief and Emergency Management Director contract (“Contract”);

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, conditions, and agreements contained herein, the parties agree as follows:

1. TERM

The term of the Contract shall be for 36 months, commencing July 1, 2020 and ending at 11:59 p.m. on June 30, 2023, subject to earlier termination as provided elsewhere herein. The term of this Contract shall be extended for additional 12-month terms unless the TOWN notifies BENNETT at least ninety (90) days prior to the end of the original or any subsequent 12-month term that it does not intend to renew the Contract.

2. COMPENSATION

A. The TOWN shall continue to pay BENNETT for his performance of the Duties of Fire Chief a salary of TWO THOUSAND SEVEN HUNDRED EIGHTY-THREE DOLLARS AND THIRTY-

THREE CENTS (\$2,783.33) per month for the period between July 1, 2020 and June 30, 2023.

BENNETT's compensation shall continue at this level until the end of the term of this agreement, unless terminated earlier or unless altered by mutual agreement of the parties. Increases for merit or cost of living shall be reviewed between BENNETT and the Board of Selectmen on an annual basis during the term of the contract. In addition, the TOWN shall pay \$300 per month towards BENNETT'S cost of private health insurance. If BENNETT gets health insurance through an employer, the TOWN will no longer be obligated to pay this \$300 per month. Payments shall be made on the first Town payroll of each month. BENNETT agrees to accept said payments as payment in full for his performance of the Duties of Fire Chief, without any additional compensation in any form, including leave and other benefits of employment as described in the TOWN'S Personnel Policy. The parties agree that BENNETT shall be considered to be an individual rendering contractual services within the meaning and intent of Section 1 of said Policy and therefor excluded from the Policy pursuant to Section 1. The parties agree further that BENNETT shall be considered an exempt employee under the Fair Labor Standards Act (FLSA).

B. In the event changes to the FLSA or the regulations promulgated thereunder would result in the loss of exempt status, the parties agree that, upon the effective date of such changes, Section 2 A. above shall become void and BENNETT shall become a non-exempt hourly employee, compensated at the rate of \$32.57 per hour and with a duty to accurately record and timely report his hours of service to the Town, unless the parties mutually agree otherwise in writing.

C. BENNETT will have the exclusive right to use the marked "Car 25" vehicle for fire department related business and can park this vehicle at his personal residence. BENNETT must request approval for emergency personal use in advance by the Town Administrator.

3. EARLY TERMINATION

A. Early Termination by TOWN

The TOWN may terminate the Contract prior to the end of the original or any subsequent 12-month term only for just cause. For purposes of this Contract, "just cause" includes, but is not limited to, one or more of the following:

- (1) Malfeasance, defined as wrongdoing or misconduct, or the commission of an act that is unlawful, including:
 - (a) refusal to submit to random or scheduled testing for substance abuse;
 - (b) test results or other evidence of the presence of illegal or controlled substances without proper prescription or adherence to proper dosages;
 - (c) evidence of impaired ability to carry out the Duties of Fire Chief due to the ingestion of alcohol or drugs;
 - (d) conviction of a felony or any crime involving a breach of the public trust, moral turpitude, or other circumstance likely to significantly impair the proper discharge by BENNETT of the Duties of Fire Chief;
 - (e) incarceration for any reason, civil or criminal;
- (2) Misfeasance, defined as the doing of a lawful act in an unlawful or improper manner so that there is an infringement on the rights of others;
- (3) Nonfeasance, defined as the failure to do what duty, including the Duties of Fire Chief, requires to be done, including:
 - (a) revocation or suspension of any license or certification necessary to perform

the Duties of Fire Chief, including motor vehicle license;

- (4) Violation of or failure to comply with a law of the Commonwealth of Massachusetts or a bylaw of the TOWN.

Except as provided in the next paragraph, the Board may terminate the Contract only after BENNETT is given proper notice and an opportunity to be heard at a hearing, and the Board makes a finding that just cause exists for termination. Proper notice means written notice given at least fourteen (14) days prior to the hearing and which states the TOWN's intent to terminate the Contract, gives the reason or reasons therefor, gives the time, date, and place of hearing, and advises that BENNETT has the right to be represented by counsel at the hearing. The hearing shall be public unless BENNETT gives written notice to the Town at or before the hearing, in which case the public shall be excluded from the hearing. At the hearing the Board shall set forth the reason or reasons for just cause, and BENNETT and/or his attorney, if any, shall be given an opportunity to be heard. The Board shall conduct the hearing in a fair and impartial manner but is not bound by any formal rules of procedure or evidence. Following the hearing, the Board shall vote on whether just cause exists for termination. The vote of a majority of a quorum of the Board shall be required for a finding that just cause exists for termination. The Board shall issue a written decision which sets forth its vote on whether just cause for termination exists, and if its finding is that just cause for termination exists, the decision shall set forth the reason or reasons therefor. In lieu of termination, the Board may impose such lesser discipline as it deems appropriate, including suspension with or without pay for a period of time. The written decision shall set forth the discipline imposed. The Board vote and its written decision shall take place no later than 7 days after close of the hearing. The Board may suspend BENNETT with pay

pending the hearing if the Board or Town Administrator determines that emergency circumstances warrant such action, such as an arrest for a felony or any crime involving a breach of the public trust, moral turpitude, or other circumstance likely to significantly impair the proper discharge by BENNETT of the Duties of Fire Chief.

The notice, hearing, and other requirements of the previous paragraph do not apply if the reason for just cause is any one of the Malfeasance examples set forth in 3(A)(1)(a) through 3(A)(1)(e) above or the Nonfeasance example set forth in 3(A)(3)(a) above, in which case the Contract shall be terminated immediately by the Board, without prior notice and without a hearing. In such case, the Board shall provide BENNETT with a written decision within a reasonable time after termination.

B. Early Termination by BENNETT

BENNETT may terminate the Contract prior to the end of the original or any subsequent 12-month term by submitting a written resignation to the TOWN at least ninety (90) days in advance of the effective date of the resignation. The Contract shall terminate on such effective date of the resignation, whether within the original or any renewal term.

4. DUTIES

BENNETT shall perform the Duties of Fire Chief, which include administration of the Department. BENNETT shall work cooperatively and in coordination with the Town Administrator to ensure the efficient and effective functioning of the Department. BENNETT shall make himself available to the Board of Selectmen of the TOWN as the Board shall request and respond in a timely manner to inquiries from the Board. The Duties of Fire Chief are more fully described in the Town's job description for the position of Fire Chief & Emergency Management Director, a copy of which is attached hereto as Attachment A and incorporated herein by reference.

5. HOURS OF WORK

The Board acknowledges that BENNETT is employed elsewhere and that he expects to continue to be employed elsewhere. Notwithstanding that he has commitments to this job elsewhere, BENNETT covenants that he will be able to work, and he agrees to work, such hours as are required for the proper discharge of the Duties of Fire Chief.

6. INDEMNIFICATION

Subject to the provisions of Mass. Gen. Laws c. 258, the TOWN agrees to defend, save harmless, and indemnify BENNETT against loss or damage arising out of a claim by reason of any act or omission, except an intentional violation of civil rights, if at the time of the act or omission, he was acting within the scope of his Duties of Fire Chief. This provision shall not apply to any disciplinary or other action brought by the Town against the Fire Chief.

7. INSURANCE

A. Professional, Liability

The TOWN agrees to procure at its expense fire department, Public Officials, and General Liability coverage.

B. Miscellaneous

BENNETT agrees that, as a provider of contractual services, he is not entitled to the receipt of health and life insurance benefits as described in the TOWN'S Personnel Policy. He acknowledges that he receives health and life insurance benefits, or is eligible to receive such benefits, as a result of his employment elsewhere.

In the event he is terminated for any reason identified in 3(A)(1)(a) through 3(A)(1)(d) above, BENNETT agrees that, if he files a claim for unemployment insurance benefits, he will not contest the TOWN's position that he is disqualified for benefits or contest the reason or reasons put forth by the TOWN in support of its position.

C. Injured on Duty

BENNETT shall be entitled to injured-on-duty benefits as provided in M.G.L. c. 41, § 111F.

8. DUES AND SUBSCRIPTIONS

The TOWN agrees to budget and pay for the professional dues and subscriptions of BENNETT for his continuing and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement, and to further the public interests of the TOWN, including but not limited to the International Association of Fire Chiefs, the New England Association of Fire Chiefs, the Fire Chiefs' Association of Massachusetts, and applicable regional fire chiefs' associations.

9. DEATH DURING CONTRACT TERM

If BENNETT dies during the original or any subsequent 12-month term of this Contract, the TOWN shall pay to his estate, or to the beneficiary whose name and current mailing address he provides in writing to the TOWN, all compensation to which BENNETT was entitled as of the date of his death.

10. ENTIRE AGREEMENT, MODIFICATION

The Contract, including Attachment A, embodies the full understanding of the parties, and there are no other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. No change or modification of the Contract shall be valid

unless it is in writing and signed by both parties. The Contract may be executed in duplicate, and in such case each of the duplicates shall be considered and given full effect as an original.

11. SEVERABILITY

Any provision of the Contract which is determined to be invalid or prohibited by law shall be ineffective only to such extent, without invalidating the remaining provisions of the Contract, which shall remain in full force and effect.

12. SUBJECT TO APPROPRIATION

All cost items contained in this Contract are subject to appropriation at Town Meeting.

13. GOVERNING LAW

The Contract shall be governed by the laws of the Commonwealth of Massachusetts.

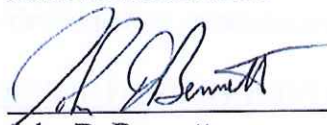
IN WITNESS WHEREOF, the parties have set their hands and seals to this Contract the date and year first above written.

TOWN OF PRINCETON




Karen G. Cruise, Chair

JOHN D. BENNETT

 6/16/2020

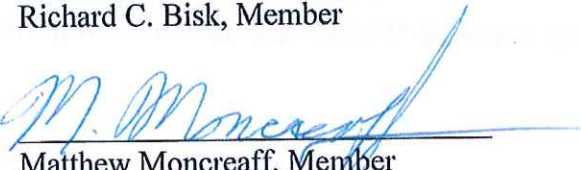
John D. Bennett



Richard C. Bisk, Member

APPROVED AS TO LEGAL FORM

By: _____
Jack Dolan
HR Counsel



Matthew Moncreaff, Member