

EMPLOYMENT AGREEMENT

Between

NANTUCKET BOARD OF WATER COMMISSIONERS
Nantucket, MA

And

MARK J. WILLETT

May 21, 2021 – May 21, 2025

EMPLOYMENT AGREEMENT

This Agreement made and entered into between the Town of Nantucket, Massachusetts (hereinafter called Town) acting by and through the Nantucket Board of Water Commissioners (hereinafter called Commission) with its offices at the Nantucket Water Department (Wannacomet Water Company), 1 Milestone Road, Nantucket, MA. 02554 and Mark J. Willett (hereinafter called Willett).

WITNESSETH

Whereas the Commission desires to employ Willett as the Director of the municipal water supply system known as the Nantucket Water Department formally Wannacomet Water Company, (hereinafter called WWCo) which is administered and operated by the Commission and Willett desires to accept such employment, all on terms hereinafter set forth.

Now therefore, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 – EMPLOYMENT

1. The Commission hereby employs Willett, and Willett hereby accepts the employment to perform certain duties to the Commission as described in Article 2.
2. Willett will devote his best efforts and full business time and energy to the performance of his duties and responsibilities to the Commission and to advancing the interests of the Commission from that position.
3. Willett agrees that during the period of employment described in Article 3, Willett will not engage or participate in, directly or indirectly, whether as an agent, employee, officer, director, independent contractor or otherwise render advisory or other services to, or make any financial investment in any person, partnership, corporation or other business entity which does business with the Commission, which would create a conflict of interest or in any other way directly interfere with his duties as Director of the WWCo except to the extent that he has made written disclosure of such activities to the Commission at least 14 days in advance and has received approval therefore by the Commission.
4. Willett, as the Commission's appointed Director of the WWCo, shall be sworn to the faithful performance of his duties by the Town Clerk, and during the time that he holds such office, may be appointed by the Board of Selectmen, any other Town officer, board or commission, with the approval of the Commission, to any other Town office or position consistent with his office.

ARTICLE 2 – SERVICES

1. Willett will perform the duties associated with the position of Director including without limitation the duties and responsibilities set forth in Exhibit A, attached hereto, and such other duties as may be reasonably assigned to him by the Commission. In the exercise of his duties, he shall normally be on-call 24 hours a day except during absences authorized by the Commission. During such absences, authorized by the Commission, there shall have been designated an employee in charge.
2. Willett shall report and be responsible to the Commission, and shall act by and for the Commission in any matter which they may assign him relating to the administration of the affairs of the WWCo.
3. Any amendment to the scope of service or work of this agreement or any work to be performed beyond the scope of this agreement will not be performed by Willett without the approval of the Commission.

ARTICLE 3 – PERIOD OF EMPLOYMENT

1. The term of Agreement shall commence on May 21, 2021 and end on May 21, 2025, unless ended earlier as provided for in Article 7.
2. Willett shall proceed with the services under this Agreement upon the commencement hereof and will diligently and faithfully prosecute the work to completion in accordance with the applicable employment standards and standards otherwise applicable to department head positions.

ARTICLE 4 – COMPENSATION

1. As compensation in full for the services performed under Article 2, the Water Commissioners will pay Willett and Willett shall accept payment as described in Exhibit B. Such salary shall be payable at such intervals as is customary with the Town's employees, subject to applicable withholding and otherwise in conformity with the normal payroll practice of the Town. All compensation due to Willett is stipulated in Exhibit B.
2. The Commission shall pay annually, beginning on May 21, 2021, on Willett's behalf a sum equivalent to the maximum amount allowed by law to a deferred compensation plan chosen by Willett and authorized by the Commonwealth of Massachusetts.

ARTICLE 5 – GENERAL BUSINESS EXPENSES

1. Commission agrees to budget for and pay for professional dues and subscriptions of Willett for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for Willett's continued professional participation, growth and advancement, and for the good of the Commission.
2. Commission agrees to budget for and pay for travel and subsistence expenses of Willett for professional and official travel, meetings and occasions to adequately continue the professional development of Willett and to pursue necessary official functions of the Commission, including but not limited to the Annual Conference of the American Water Works Association, New England Water Works Association and such other national, regional, state and local professional and governmental groups and committees in which Willett serves as a member
3. The Commission agrees to budget for and to pay for travel and subsistence expenses of Willett for short course, institutes, and seminars that are necessary for Willett's professional development and the good of the Commission
4. The Commission recognizes that certain expenses of a non-personal but job related nature are incurred by Willett, and agrees to reimburse or to pay said general expenses. Expenses shall be paid upon receipt of executed expense or petty cash voucher, receipts, statements or personal affidavits.
5. The Commission acknowledges the value of having Willett participate and be directly involved in local civic clubs or organizations. Accordingly, the Commission shall allow for flexibility in Willett's work schedule to enable Willett to become an active member in local civic clubs or organizations.
6. The Commission shall provide a vehicle for use by Willett and shall pay the attendant operating, maintenance and insurance expenses. This vehicle is to be used by Willett in connection with the performance of his duties as Director. It may be used by Willett for personal use, since Willett is on-call 24 hours a day except during excused absences.
7. The Commission shall provide Willett with a computer and/or tablet, software and fax/modem required for Willett to perform the job and to maintain communication, and pay all expenses relating thereto.

ARTICLE 6 – INSURANCE, VACATION, AND SICK LEAVE BENEFITS

1. Willett shall be entitled to five (5) weeks' vacation during each full year employment, consisting of 25 working days which may be taken all at once or as separate days. Such vacation shall be taken at such times as is compatible with the work schedule of Willett and the business of the WWC. Willett shall not be entitled to vacation pay in lieu of vacation, and any vacation time not used may be carried over from one contract year to another contract year for a time period of three (3) years upon approval of the

Commission. Any carried vacation time that is not used within the three (3) year time frame will be lost. Upon retirement or termination of this agreement, whichever were to occur first, Willett shall receive payment equivalent to 100% of his current year vacation leave as of the date of termination or retirement.

2. During the period of this Agreement the Commission shall provide Willett participation in any medical, dental, health, and group life insurance programs generally available to WWCo employees, as they now exist or may hereafter be amended or changed, or which may in the future become available. Payment for health insurance coverage shall be paid 90% by the Commission and 10% by Willett.

3. During the period of this Agreement the Commission shall to the extent so provided to employees of the WWCo and Town make payments to or for the benefit of Willett to the Barnstable County Retirement System.

4. Notwithstanding the foregoing, this Agreement shall not require the Commission to establish or maintain or continue in existence, any fringe benefits for the employees of the WWC and nothing in this Agreement shall restrict the right of the Commission to amend, modify or terminate any such fringe benefit programs which exist now or later come into existence. In the event the Commission does not provide any one or more insurance coverage as a fringe benefit to all its employees, the Commission's potential liability to Willett for any breach of its obligation to provide such insurance coverage to Willett shall be limited to the amount of premiums payable by the WWCo to obtain the coverage contemplated herein.

5. Willett shall be entitled to fifteen (15) sick days per contract year, which shall accumulate at a rate of 1.25 days per month. Sick leave may not accumulate beyond 120 days. Upon retirement, or termination of this agreement, whichever were to occur first, Willett shall receive payment equivalent to 50% of his accumulated sick leave as of the date of termination or retirement. Willett shall be entitled to two (2) personal days per contract year.

6. Should Willett die while on travel for the Commission the Commission shall, upon request of the family, cover the full cost of retrieving and transporting Willett's remains back to the custody of Willetts's family.

ARTICLE 7 – TERMINATION

1. The Commission and Willett agree that both parties may terminate this Agreement by mutual consent in writing without any obligation to pay any severance sum.

2. The Commission and Willett agree that either party may terminate this Agreement, for cause, upon fourteen Calendar days (14) written notice to the other at the latest current address then on file in the offices of the WWCo. For the purposes of this

Agreement, the word "cause" shall mean any ground asserted in good faith which is not arbitrary, irrational, unreasonable or irrelevant to the task of ensuring efficient management of the WWCo. The notice shall advise of the basis for the proposed termination and afford an opportunity to request a public hearing on the same. In the event of termination of this Agreement under this provision the Commission shall have no obligation to pay any severance sum. However, the Commission shall be obligated to pay Willett for accumulated leave in accordance with Article Six, Sections 1 and 5.

3. Nothing contained in this Agreement shall affect the appointment or removal powers of the Commission over its Director of WWC, nor does this Agreement in any way grant tenure to such officer or abridge the provisions of Massachusetts Laws Chapter 44, Section 67. Accordingly, this Agreement, upon a unanimous vote of all three (3) Commissioners may be terminated "without cause". If such a termination without cause occurs, then the Commission shall continue to pay Willett his full salary and benefits for a period of 365 days hereafter, plus any unused vacation as severance pay in full settlement of any and all claims.

ARTICLE 8 – GENERAL PROVISIONS

1. Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
2. Except as otherwise expressly provided in this Agreement any decision or action by the Commission relating to this Agreement, or its operation or its termination, shall be made by the Commission.
3. This contract, together with Exhibits A and B includes the entire Agreement of the Commission and Willett and may be changed (amended, modified or terms waived) only in writing, and signed by the Commission and Willett. Any notices required or allowed shall be to the party's address on record at the WWCo by certified mail, return receipt requested.
4. If any provisions, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement or portions thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
5. This Agreement is governed by the laws of the Commonwealth of Massachusetts, and the Article headings included in each Article are for reference only and do not affect the meaning of this contract.
6. Except as herein provided or modified, all provisions of the Personal Bylaw of the Town concerning benefits provided under the Bylaw, as they now exist or may hereafter

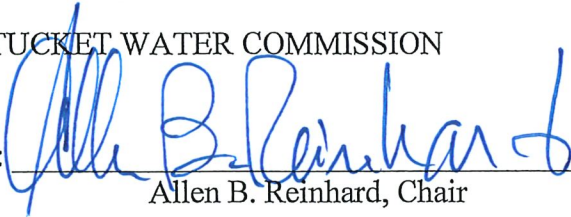
be amended or changed, shall not apply to Willett. This provision shall not be construed to grant an entitlement to continued employment.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this

21st day of May, 2021.

By:  5/20/21
Mark J. Willett

NANTUCKET WATER COMMISSION

By: 
Allen B. Reinhard, Chair

By: 
Nelson K. Eldridge

By: 
Noreen Slavitz

WITNESS: 

EXHIBIT A

WANNACOMET WATER COMPANY

TITLE: Director

FUNCTION

The Director directs the day to day management and operations of the Wannacomet Water Company.

RESPONSIBILITY

The Director is responsible for the planning and execution of procedures for the attainment of all objectives from time to time established for the Company including but not limited to the following:

1. Establish and maintain standards of service to assure delivery of adequate quantities of approved quality water to benefit all customers.
2. Formulates financial objectives to carry out Mission Statement.
3. Establishment of required number and qualification of employees, performance standards, working conditions, rates of pay, safety regulations and other benefits.
4. Responsible for the construction, operations, maintenance and protection of all property, facilities, and equipment required to maintain standards of service.
5. Development and maintenance of operating and capital budgets, cash flow projections and accounting controls to assure accomplishment of financial objectives.
6. Development of programs to attract and train personnel with provision for continuing communication and exchange of information and suggestions with respect to all phases of Company operations and objectives.
7. Development of community outreach and education programs. Develop partnership with public and private groups to promote the protection of drinking water resources. Promote an active customer relations program.
8. Preparation, filing and maintenance of all appropriate reports and records.

TITLE: Director

9. Planning and representing the Company in labor negotiations, governmental meetings, Town meetings and maintain positive communications with other Town Departments and Town Administration.

AUTHORITY

The Director has complete authority to act or make decisions necessary to the exercise of assigned responsibilities and limited only by applicable laws and regulations of various public bodies, good business ethics, established budgets, and Department policy now or hereafter established.

REPORTABILITY

The Director is employed by and reportable to the Nantucket Board of Water Commissioners.

COORDINATION

The Director will coordinate and communicate with all members of the Board of Water Commissioners on matters which affect their responsibilities or the attainment of Department objectives.

PHYSICAL

1. Must satisfactorily pass Company's physical examination.
2. Must be able to perform such activities as walking, stooping, lifting and climbing.

LICENSE

1. Must be licensed to operate a motor vehicle in the State of Massachusetts.
2. Must possess a Massachusetts Certified Water Operators License(s) of such class as determined by the most current revisions of the Commonwealth of Massachusetts Drinking Water Regulations and the regulations of the Board of Certified Drinking Water Operators or be able to obtain such license(s) within one (1) year. Failure to do so will result in termination of employment. Such termination shall be considered to be "for just cause".

TITLE: Director

MINIMUM ENTRANCE REQUIREMENTS

1. A Bachelor's Degree in Science or Engineering with five (5) years experience in the waterworks field. Two (2) of which were in a managerial or supervisory position.
2. A working knowledge of MADEP Drinking Water Regulations.
3. Hands-on experience with SCADA, hydraulic modeling, GIS systems and CAD design software.
4. Experience with water distribution systems, water utility design, project management and construction management.
5. Ability to read and understand construction/design plans for capital projects involving the water distribution system, pumping stations and storage tanks.
6. Ability to read, analyze and interpret technical and software manuals related to motor control systems, VFD's and pumping equipment.
7. Ability and knowledge of water distribution systems to deal with and respond to common inquiries or complaints from the public, local agencies, regulatory agencies and the media.
8. A working knowledge of budgets and funding sources.

EXHIBIT B

SALARY COMPENSATION

Fiscal year 2021 Salary Compensation (May 21, 2021-June 30, 2021)

Base Salary FY 2021 (+ 0%) \$158,477.00

Fiscal Year 2022 Salary Compensation (July 1, 2021-June 30, 2022)

Base Salary FY 2022 (+ 0%) \$158,477.00

Fiscal Year 2023 Salary Compensation (July 1, 2022-June 30, 2023)

Base Salary FY 2023 (+ 1.5%) \$160,854.00

Fiscal Year 2024 Salary Compensation (July 1, 2024-May 20, 2025)

Base Salary FY 2024 (+ 1.5%) \$163,266.00

PERFORMANCE REVIEW AWARD

The Commission agrees to review the performance of Willett in the second and third year of this agreement. This evaluation will be the basis for any increase in the base salary or other recognition by the Commission of outstanding performance by Willett.