

**AGREEMENT BETWEEN THE TOWN OF HANSON'S BOARD  
OF WATER COMMISSIONERS AND NEAL MERRITT,  
WATER SUPERINTENDENT**

**AGREEMENT**

Made as of July 1, 2012 through June 30, 2013 inclusive between the Water Commissioners ("the Board") and the Water Superintendent Neal Merritt, ("the Water Superintendent") for the following position:

Water Department Superintendent for the Town of Hanson, under the direction of the Board of Water Commissioners to perform those duties and related work as described in the job description on file.

**ARTICLE 1 - REIMBURSABLE EXPENSES**

- 1.1 Reimbursable expenses are in addition to the Compensation for Basic Services.
- 1.2 The Water Superintendent will be reimbursed for conferences approved by the Board of Water Commissioners.
- 1.3 The Water Superintendent will be reimbursed for the usual and normal tuition, required books, travel expense and meals for courses taken and passed in order to maintain the required certifications to operate the Hanson Water Department and any additional certifications that may be required to hold as Water Superintendent. The Water Superintendent will be reimbursed for any other miscellaneous course that the Water Superintendent may deem appropriate to help him carry out his duties (e.g. computer courses), provided that such course has been approved in advance by the Board.

**ARTICLE 2 – NEGOTIATION-SUCCESSOR CLAUSE**

- 2.1 In the event that the parties desire to continue the Water Superintendent's employment beyond the term of this Agreement, but have not reached a new contract by June 30, 2013, the terms of this agreement will remain in effect pending negotiation of a new contract. The parties agree to use their best efforts to begin negotiations for any successor agreement so as to permit submission of an article for funding such agreement at Town Meeting.

**ARTICLE 3-TERMINATION OF CONTRACT**

- 3.1 The Board may terminate this Agreement without cause at any time by majority vote. In the event of such termination, the Water Superintendent shall be compensated for all services performed, expenses incurred, and vacation accrued, and shall further be paid severance equal to three months' base salary.

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- 3.2 The Board may terminate this Agreement for cause at any time by majority. Prior to such termination becoming effective, the Water Superintendent shall receive no less than seven days' notice and shall be afforded an opportunity to be heard before the Board.
- 3.3 The Water Superintendent may terminate this Agreement with or without cause at any time upon thirty days' written notice to the Board.

**ARTICLE 4-SUCCESSORS AND ASSIGNS**

- 4.1 The parties respectively bind themselves, their partners, successors, assigns and legal representatives to this Agreement and to all covenants in this Agreement. Neither the Board nor Water Superintendent shall assign, sublet, or transfer any interest in this contract without the consent of the other.

**ARTICLE 5-EXTENT OF CONTRACT**

- 5.1 This contract will be in effect for the period of July 1, 2012 through June 30, 2013 inclusive.
- 5.2 This contract represents the entire and integrated contract between the Board and the Water Superintendent. This contract may be amended only by written instrument signed by the Board and the Water Superintendent.

**ARTICLE 6-BASIS FOR COMPENSATION**

- 6.1 Effective July 1, 2012, the Water Superintendent's base salary shall be \$77,799.00; as voted at the May 2012 Town Meeting.
- 6.2 The Water Superintendent shall receive all town benefits including but not limited to those established herein.
- 6.3 Effective July 1, 2012, the Water Superintendent shall receive four (4) weeks vacation per fiscal year to be taken at his discretion provided that he notified the Board Chairman or in his absence, the vice chairman of his intent.
- Effective July 1, 2012, the Water Superintendent shall receive three (3) personal days per fiscal year to be taken at his discretion.
- 6.4 In view of the need for the Water Superintendent to be on call for emergencies, the Water Department will provide the Superintendent a Departmental vehicle for use in conducting the business of the Department.

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- 6.5 The Superintendent shall be granted unlimited sick leave. However, sick leave in excess of ten consecutive days shall be subject to the approval of the Board. The Board reserves the right to require medical documentation in the event of any sick leave in excess of ten consecutive days. In the event that thus use of sick leave substantially interferes with the Water Superintendent's ability to perform his duties and responsibilities, the Board shall be entitled to exercise all of its rights under Section 3.1 of this Agreement.
- 6.6 The Water Superintendent shall hold following licenses: Water License D4, T4, D3, and T3.

**ARTICLE 7-HOURS OF WORK**

- 7.1 The Water Superintendent shall be responsible for providing at least forty (40) hours of service weekly to the Water Department.
- 7.2 Due to the nature of the work, the Water Superintendent is expected to be on call twenty-four (24) hours per day seven (7) days a week to deal with any emergency that arises. In the event the Water Superintendent is unavailable, he will advise the Board which employees will act in his absence.
- 7.3 The Water Superintendent shall function solely at the discretion of the Board.

**ARTICLE 8-MISCELLANEOUS**

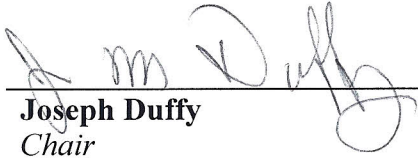
- 8.1 In the event that any provision of this Agreement is in conflict with local by-law or any state or federal law, the provision in conflict shall be void and the remaining provisions of this Agreement will not be affected hereby.
- 8.2 The Water Department shall defend, save harmless and indemnify the Water Superintendent against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Water Superintendent, even if such claim has been made following his termination from employment, provided that the Water Superintendent has acted within the scope of his duties. The Water Department shall pay the amount of any settlement or judgment rendered thereon provided that such settlement or judgment shall not have been found to be caused by a dishonest, fraudulent, criminal or malicious act or omission committed by or at the discretion of the Water Superintendent. The Water Department may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Water Superintendent.





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Hanson Board of Water Commission


Water Superintendent

  
**Joseph Duffy**  
*Chair*

  
**Neal Merritt**  
*Water Superintendent*

  
**Mary Lou Sutter**  
*Vice-Chair*

  
**Bruce Young**  
*Secretary*

  
**Michael Chernicki**  
*Member*

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*Member*

**Dated:** 3/14/12