

**DEPARTMENT OF PUBLIC WORKS DIRECTOR/FACILITIES MANAGER
EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF SHERBORN AND SEAN KILLEEN**

This Agreement is made and entered into by and between the Town of Sherborn, a municipal corporation of the Commonwealth of Massachusetts, with a usual place of business at 19 Washington Street, Sherborn, Massachusetts, 01770, acting by and through its appointing authority, the Select Board (hereinafter the "Town"), who acts in their representative capacity only and without any personal liability, and Sean Killeen (hereinafter "Killeen" "DPW Director/Facilities Manager," "DPW Director," or "Director").

Whereas, the Town desires to employ the services of Sean Killeen as the Department of Public Works ("DPW") Director of the Town; and,

Whereas, both the Town and Director agree that it is appropriate to enter into this Agreement in order to provide for the salary, fringe benefits, and other conditions of employment, including but not limited to reimbursement of expenses incurred in the performance of his duties or office, conditions of discipline, termination, and dismissal, performance standards and leave for its DPW Director; and,

Whereas, Killeen has accepted employment as DPW Director of the Town, and desires to execute the duties and responsibilities of that position; and,

Whereas, all of the wages and benefits provided for by this Agreement are subject to annual appropriation by Town Meeting; and,

Now, therefore, the Select Board does hereby confirm the appointment of Killeen to the position of DPW Director in accordance with all applicable general laws, by-laws of the Town, and special acts, and, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. APPOINTMENT AND TERM

The Town hereby appoints Killeen to the position of DPW Director, and Killeen accepts such appointment in accordance with the terms and conditions of this Agreement. The term of this appointment and Agreement commences July 1, 2025, and ends on June 30, 2028, unless terminated sooner under the provisions of this Agreement.

2. DUTIES

As DPW Director, Killeen's duties shall include, but not be limited to, the following: Additional Employment Conditions attached hereto as **Attachment A**; Job Description attached hereto as **Attachment B**; and any and all other related representations made or implied orally and/or in writing at any time during the hiring process; and this Agreement shall be subject to amendments to more accurately reflect current or unforeseen matters during the term of this Agreement. Additionally, Killeen will be responsible to perform other duties as reasonably and lawfully assigned by the Select Board and/or the Town Administrator.

The DPW Director shall devote his entire time to the performance of his official duties. Unless on an authorized leave of absence, the DPW Director is expected to respond to emerging situations as appropriate and physically be within the Town of Sherborn to direct DPW operations within 30 minutes of notification by the Town.

3. COMPENSATION

For the period commencing July 1, 2025, the DPW Director shall be paid at the salary of \$154,000 annually, which will be pro-rated for the term of this Agreement, is subject to Town Meeting appropriation, payable in installments made at the same time as other Department Heads are paid and excludes other stipends which Killeen may be paid from his employment as call firefighter for the Sherborn Fire Department, which the Board expressly approves under G.L. c. 268A, s. 20(f), provided all other conditions of the exemption are met. Killeen's salary will increase annually starting on July 1st 2026 for the term of this Agreement at the same percentage approved for the non-union Cost of Living Adjustment ("COLA"). Salary adjustments beyond the COLA increase may be considered by the Select Board, taking into account performance and subject to the availability of funds through Town Meeting appropriation.

4. PERFORMANCE EVALUATIONS

Performance evaluations may be completed in accordance with the Personnel Administration Plan (PAP). The Town Administrator and the DPW Director may define, in writing, goals and performance objectives for the proper operation of the Department and may establish a relative priority among the goals and objectives. Goals, objectives, and priorities may be presented to the Select Board by the DPW Director for input and approval before being set forth for the upcoming review period.

The Town Administrator may initiate an evaluation of the DPW Director at any time for the purpose of improving performance or addressing a particular matter and may distribute such evaluations to the Select Board. This type of evaluation will specify a goal(s) and objectives, how success will be measured, and include a mutually agreed upon timeframe for achieving the goal(s).

5. ADDITIONAL BENEFITS

The DPW Director shall be eligible for all benefits for non-union employees as described in the PAP, subject to the following additions and/or modifications:

- a. **Vacation.** The Director shall receive 20 days of vacation annually, prorated within the fiscal year.
- b. **Sick Leave, Bereavement Leave, Holiday Leave, other types of Leave, Group Insurance, Retirement, and Optional Employee paid benefits** shall be afforded in accordance with the PAP.
- c. **Automobile.** The Director's duties require that he shall have the use of an automobile provided to him by the Town, and appropriately insured and maintained by the Town, subject to the provisions of the Town's policy on Town owned vehicles (if adopted and in effect). Personal use of the vehicle by the Director is allowed in recognition of the Director's need to be available and respond twenty-four (24) hours a day, seven (7) days a week. It is understood that this vehicle may not be used or driven by any other person other than the Director, except a person designated by the Director for Departmental purposes. Only Town authorized drivers may operate the vehicle.
- d. **Dues and Subscriptions.** Subject to the funds appropriated by Town Meeting, the Town agrees to pay an appropriate amount for the professional dues and subscriptions of the Director necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional growth and advancement. All dues and subscriptions must receive prior approval of the Town Administrator.
- e. **Professional Development.** Subject to the funds appropriated by Town Meeting, the Town agrees to pay an appropriate amount for travel and subsistence expenses of Director for

professional and official travel and meetings. This shall include, but not be limited to, short courses, seminars and institutes that are necessary for the Director's professional development and for the good of the Town. Where registration and travel costs exceed \$1,000 combined or involve out-of-state travel, the estimated full expense must receive prior written approval from the Town Administrator before being committed or incurred.

- f. **Protective Equipment.** The Town shall provide any necessary specialized protective equipment that is needed for the Director to perform his duties. If the equipment expense exceeds \$500, the DPW Director must receive prior written approval from the Town Administrator before incurring the expenses.
- g. **Uniform Allowance.** The Town shall provide clothing that is needed for the Director to perform his duties. If the clothing expense exceeds \$500, the DPW Director must receive prior written approval from the Town Administrator before incurring the expenses.

6. DISCIPLINE

It is agreed that during the term of this Agreement the DPW Director is subject to terms of Employee Conduct and Performance Improvement as set forth in the PAP. Killeen serves at the pleasure of the Select Board and may be disciplined or dismissed at their will in accordance with the laws of the Commonwealth. The parties further recognize that any insubordinate conduct by Killeen may result in a recommendation for dismissal by the Town Administrator to the Select Board. Insubordinate behavior includes, but is not limited to, a refusal to carry out assigned tasks, disrespectful behavior, conduct that undermines the effectiveness of another employee, and/or conduct that causes disruption to the workplace or Town business.

7. RESIGNATION

The Director may voluntarily resign or retire before the expiration date of this Agreement, in which case he shall give the Select Board at least sixty (60) days written notice prior to the effective date of his resignation, unless the parties agree otherwise in writing.

The Director's pay and benefits shall cease on the effective date of his resignation, unless sooner terminated under the provisions of this Agreement, subject to any rights and obligations under state or federal law with respect to retirement benefits and the continuation of group health care benefits at Director's expense as provided by law.

8. INDEMNIFICATION

The Director shall be indemnified by the Town, pursuant to and as limited by the provisions of G.L. c. 258, Sections 2, 9 and 13, other relevant provisions of law, and the by-laws of the Town, for claims made against him arising out of the performance of his duties and responsibilities as DPW Director. Such indemnification does not extend to proceedings or appeals related to the termination of employment or other disciplinary actions brought by the Town under Section 6 of this Agreement.

9. ENTIRE AGREEMENT

This writing constitutes the entire Agreement between the parties, and it may not be altered, amended or modified except by a writing signed by all parties.

10. LAW GOVERNING

This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts.

11. SEVERABILITY

If any clause or provision of this Agreement shall be determined to be illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

12. NOTICES

Any notice required or permitted to be given under this Agreement to either party shall be in writing and shall be sent by certified mail, postage pre-paid, or delivered by hand to:

- a. The Town: Town Administrator, 19 Washington Street, Sherborn, MA 01770.
- b. Sean Killeen: 1

13. DEATH DURING TERM OF EMPLOYMENT

If the DPW Director dies during the term of his employment, the Town shall pay to the DPW Director's estate all the compensation which would be otherwise be payable to the DPW Director up to the date of the DPW Director's death, including, but not limited to, payment of previously accrued but unused vacation days.

14. HOURS OF WORK

The DPW Director shall devote that amount of time and energy that is necessary to faithfully perform the duties of DPW Director. It is recognized that the DPW Director must devote a great amount of time outside the normal office hours of forty (40) hours per week, to business for the Town and, to that end, he shall be allowed to establish an appropriate work schedule, subject to the approval of the Town Administrator. The DPW Director may not be self-employed or employed by any other entity without the express written prior authorization of the Town Administrator and the Select Board. Such authorization is revocable at any time at the pleasure of the Town Administrator or Select Board if there is any question that an outside employment commitment may be interfering, or may interfere, with the ability of the DPW Director to deliver services to the Town; and may involve disciplinary action if outside employment is obtained without receiving proper authorization. The DPW Director will be considered an exempt employee under the Fair Labor Standards Act and will not be eligible for overtime.

15. CONTINUANCE

If the Board decides not to renew this Agreement at its termination, the Board shall give the DPW Director written notice at least six months in advance of the end of the term of this Agreement of its intent not to renew this Agreement. It shall be the duty of the DPW Director to bring this issue to the attention of the Board at least two months in advance of the six month deadline of the expiration of the Agreement by requesting an agenda item to discuss the matter so that the Board has reasonable opportunity to act in a timely manner on the renewal decision. Failure of the DPW Director to bring this matter to the attention of the Board at least eight (8) months prior to the expiration of the Agreement waives any rights under this Section.

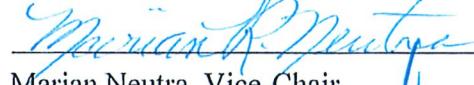
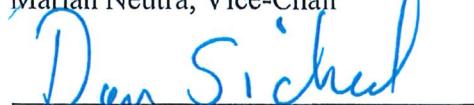
If the DPW Director brings the renewal decision to the attention of the Board at least eight months before the expiration of the Agreement and the Board does not give written notice of non-renewal at least six months prior to the expiration of the Agreement, and the parties fail to negotiate a successor contract by the scheduled termination date of this Agreement, this Agreement and its terms and conditions shall be extended for an additional six month period. The compensation set forth herein shall be the exclusive remedy for non-renewal.

Employee:

Town of Sherborn,
By its Select Board


Sean Killeen, DPW Director/Facilities
Manager


Steven Tsai, Chair


Marian Neutra, Vice-Chair

Dan Sichel, Clerk


Paul DeRensis


Jeff Waldron

Approved as to Legal Form:


Christopher J. Petrini, Town Counsel

July 24, 2025

ATTACHMENT A

ADDITIONAL EMPLOYMENT CONDITIONS

The following additional terms of employment shall apply to Mr. Killeen's appointment as the DPW Director/Facilities Manager:

1. The DPW Director/Facilities Manager will report to and be supervised by the Town Administrator.
2. The Town Administrator must receive a written request to approve the use of more than two days of any kind of leave (vacation, sick, personal, bereavement, small necessities, etc.) during the months of November through March. In the instance of sick leave, the request to the Town Administrator must be submitted immediately upon return to the workplace.
3. The DPW Director/Town Facilities Manager agrees to complete additional training in the area of Personnel Management, with such training opportunities to be determined and approved by the Town Administrator in advance (subject to the availability of funds and relevant training during the term of this Agreement).
4. Pursuant to G.L. c 268A, Section 20(f), the Select Board approves Mr. Killeen continuing to serve as an active on-call member of the Sherborn Fire Department with compensation, provided he meets all other requirements of the statutory exemption.

Town of Sherborn Job Description

Form approved by Personnel Board 6/87. Amended and approved by Personnel Board 3/00

JOB TITLE: Director of Community Maintenance and Development/Facilities Manager Serves as: Public Works Director Town Engineer Building & Facilities Director	
DEPARTMENT NAME: Community Maintenance and Development	
FLSA STATUS: Exempt: <input checked="" type="checkbox"/> Non-Exempt: <input type="checkbox"/> Hours worked per week: 40	EMPLOYEE TYPE: (see General By-Laws Personnel Administration Plan for definitions) Salaried <input checked="" type="checkbox"/> Regular Part-Time <input type="checkbox"/> Regular Full-Time <input checked="" type="checkbox"/> Supplemental Part-Time <input type="checkbox"/> Casual Part-Time <input type="checkbox"/> Temporarily <input type="checkbox"/>
REPORTS DIRECTLY TO (INDICATE JOB TITLE): Town Administrator	
<p>I. JOB SUMMARY - <i>Briefly describe the primary function of this job.</i></p> <p>This position functions as a public works director (roads, snow removal, land management/mowing, street lights, transfer station-solid waste and recycling); town engineer (storm water, GIS); and building/facilities supervisor (buildings/systems repair and maintenance, capital planning, project management). This position requires significant operational, technical, financial, and personnel management experience. Must be a highly motivated, customer service oriented, self-starter. The position is appointed by the Board of Selectmen and reports to the Town Administrator on daily operations.</p>	
<p>II. JOB DUTIES - <i>List six to eight of the most important duties using concise and comprehensive statements. Begin with the most important duty. Include any essential or important physical demands that are required to complete each of these duties. Use separate sheet if necessary.</i></p> <p>Develops and manages an ongoing capital improvement program to maintain and improve the condition of all Town ways, buildings and facilities, and equipment.</p> <p>Maintains a current inventory of all equipment, vehicles, and tools. Responsible for related capital planning.</p> <p>This position oversees the Street Light budget, organizes and maintains the Town GIS System. Leads Stormwater Management team by filing all reports, and requesting as needed funding for mandated projects, and provides planning expertise for stormwater related matters and capital needs.</p> <p>Supervises all personnel assigned to the Community Maintenance and Development Department; and the Land Management Program, including the Tree Warden. Responsible for tree management program. Responsible for daily activities of personnel through general and specific instructions and established departmental policies and practices.</p> <p>Maintains and presents a Road Management System. Administers all Chapter 90 grant funding and works closely with MA DOT personnel. The Director is responsible for timely and accurate processing of Chapter 90 reimbursements. Presents an annual recommendation to the Board of Selectmen of recommended road improvement projects.</p> <p>Prepares applications for federal and state-funded highway construction projects, works with the Chief Procurement Officer to ensure compliance with applicable state and federal regulations.</p> <p>Director is a member of the Local Emergency Planning Committee (LEPC).</p> <p>The Director is on-call and may be subject to respond to emergencies after normal working hours.</p> <p>Directs all winter snow and ice operations.</p>	

Supervises the maintenance services for all heating, ventilating and air-conditioning systems, generators, elevators, fire alarms, fire extinguishers, and all other mechanical systems in all Town owned buildings.

Schedule all necessary required maintenance of mechanical system for all Town owned buildings.

Schedule the successful completion of repairs to all mechanical systems on an as-needed basis including emergency repairs.

Handles all contact and communication between the Town and vendors who service our systems.

Solicits quotes, prepares and reviews bid documents, for HVAC, Generator, Elevator, Janitorial Services and Sprinkler maintenance.

Issues annual report on the condition of all Town buildings. Also responsible for the development and oversight of the Town Buildings budget (excluding Information Technology), and related capital plan.

Has the ability to prioritize all needed repairs. Maintains the Work Order System.

Prepares and submits departmental budgets to the Board of Selectmen and the Advisory Committee for review, and shall attend Board meetings and public hearings as required to present the budget, as well as the capital improvement plan, and other meetings as necessary or otherwise directed by the Board of Selectmen.

Coordinates all operational activities with the Town Administrator, and coordinates all budget and financial activities with the Finance Director/Accountant.

Serves in a Town-Engineer role,

Serves in a Buildings/Facilities Manager role.

This position requires frequent contact with the general public to deal with service requests, complaints or questions. Must possess excellent customer service and communication skills since many contacts are in person, in writing, and by telephone.

Expected to maximize alternative funding sources such as grants. Performs other duties/responsibilities as assigned by the Board of Selectmen through the Town Administrator.

Liaison to other boards and committees as assigned.

III. EDUCATION, TRAINING & EXPERIENCE - *Describe the minimum level of education, training, and experience, as well as any special skills or certifications, which are required to competently perform the duties of this job.*

Desirable Skills/Licenses Include:

Valid Massachusetts CDL, Class B; Class 2A Hoisting Engineer's License. Other preferred licenses, Class A CDL and/or special licenses such as bucket truck, catch basin cleaner, street sweepers and other specialized equipment.

The successful candidate will possess a minimum of five years of professional experience in public works management. The successful candidate shall have a bachelor's degree in civil engineering or other appropriate discipline (licensed Professional Engineer preferred).

IV. COMMUNICATIONS & CONTACTS - *List the jobs, external departments or organization with which the job has the most frequent contact. Describe the purpose and frequency of the contacts (Do not include supervisors and subordinates). Contact*

Town Administrator
Board of Selectmen

All Department Heads

Public Safety Personnel

Town Residents

State, Federal and Local Officials

V. MANAGERIAL & SUPERVISORY RESPONSIBILITIES - *Describe the function(s) over which this job has direct accountability and authority.*

Supervises the Highway Department Crew as well as the Land Management crew (including Tree Warden).

VI. WORK ENVIRONMENT: *Describe the workplace environment e.g. office, outdoors, night work, and any equipment usage requirements.*

Needs to be able to perform duties in all kinds of inclement weather.

VII. REPORTING RELATIONS - *Attach and organizational chart if possible indicating where this job fits in the department's operations.*

Reports directly to the Town Administrator.

The above statement is intended to describe the general nature and level of work being performed by people assigned to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required of personnel so classified.

SUPERVISOR'S/MANAGER'S SIGNATURE:	DATE:
JOB DESCRIPTION WRITER SIGNATURE:	DATE:

COMMENTS:

Approved by the Personnel Board: May 5, 2017

Approved by the Board of Selectmen: May 16, 2017