

Light Commission Sept 9, 2025 Open Meeting Minutes

To: Light Commission: Commissioners
Light Department: General Manager
From: Matt Harrington
Date: October 28, 2025

A quorum being present, Chair Yarmoff brought the meeting to order at 4:04 pm. The meeting was held in person at MMLD HQ and with remote internet access, both available to public participation. A recording of the meeting is made available to the public at the following [link](#).

Participated in meeting:

Commissioners: Commissioners Frechette, Hull, Harrington, Smith, and Yarmoff participated in person.
Light Department: General Manager, Joe Kowalik
Town Charter Committee: Amy Drinker, Sean Casey
Public: Jon Blair

Marblehead Land Acknowledgment declaration was read by Commissioner Frechette.

Comments from the Public

- Resident from Lincoln Ave curious about sound meters and work being done. General Manager Kowalik responded that the MMLD received this land from the school department and MMLD is exploring what can be done with the land. One option is utility battery system, and they are making sure it won't create too much noise. MMLD is establishing a base line of noise to compare the potential noise of the new system. Resident wondered if it is approved and a go, JK says it is in a pre-planning phase now.

Motion by the Chair to modify agenda

There are no minutes to approve. Prior to approving and signing the contract for the new General Manager, the Board needs to give notice to the current General Manager. The Board also supports a smooth transition. These points are added to the agenda, and Chair Yarmoff moved a motion to modify the agenda as shown on slide p 5. Seconded by Frechette.

VOTE 2025-24: Agenda modification approved unanimously.

Town Charter

- **Amy Drinker**
 - Charter committee working since 2024 to put together first town charter in the history of Marblehead.
 - Goal of charter is to explain how the town works regarding different elected positions, committees, etc. It gives an idea on how the town works and can always be amended at Town Meeting. It is based on how we currently do business in our town, not on how other towns do their business.

- Goal is to submit the baseline charter to the Selectboard by Jan 2026 to be on the 2026 town meeting agenda.
- Charter will often say that the law sets responsibilities, not the charter.
- Sec 3: clarifying that the board's concern on Sec 3 is about "Laws of the town"
- Will summarize concerns of the Board and run them by counsel for advice.
- **JJY**
 - Stating that the MMLD commission is mostly independent from the rest of the town. Our current set up is unique to how we operate and important that this is maintained.
 - Walks through each clause on the attached document for discussion
 - Suggesting that Composition sec 2 should be a board responsibility, and not a charter section.
 - Sec 3: should "Laws of town" be included here? How do we enshrine the 5-member board is independent from the selectboard.
- **Sean Casey**
 - Charter is meant to be high level.
 - Worked hard to not change anything for the MMLD commission. There is nothing that overrides our current abilities or MA law.
 - Suggests that Town council help with the concerns on Sec 2.
 - Sec 3: Light board only shows up in town law 3 times. Laws of the commonwealth overrule laws of the town, if there is something in Ch 164 that prevents the town from imposing a law that impacts the MMLD, 164 would overrule it. By taking out "Laws of the town" it doesn't impact our concerns.
 - Sec 4 attempts to make it so that other departments do not encroach on the MMLD responsibilities.
 - Secs 3 and 4 are meant to create our independence not to encroach.
 - Sec 10 is designed to make sure that other govt bodies can tell other bodies what to do.
- **Hull**
 - Wants to clarify that we are a "Board" by sec 164 not a commission. Charter committee acknowledges that they can make this update.
- **Joe Kowalik**
 - Sec 3: concerned that the wrong interpretation of the town law could lead to other town committees looking towards MMLD depreciation accounts for funding.
 - Raised a concern about the right of ways on the rail trail, should our right of way and land ownership be included in Sec 4.
 - In sec 4 board does not have "direct" responsibility, this should be adjusted.
- **Harrington**
 - Concerned with specificity on #4 that might not include everything.
- **Frechette**
 - Specified that we have concerns with "laws of the town" in most instances.
 - Questions in Sec 10 that it mentions "town government under our authority" as there is no government body beneath the board.

Notice to General Manager Joe Kowalik

Prior to appointing Jon Blair as next General Manager of MMLD, the Board needs to officially serve a notice of termination to Joe Kowalik.

A motion to empower the Light Board Chair or Vice-Chair to send a letter to Joe Kowalik by or before September 28, 2025, to terminate his employment contract signed June 8, 2021, was moved by Chair Yarmoff and Seconded by Frechette.

Discussion:

- Hull is concerned about a letter received from Joe Kowalik regarding Amendment 3 to his employment contract.
- JJY has exchanged with MMLD Counsel Joe Fair from KP Law, who has reaffirmed the Board's stance.
- Hull spoke with an attorney and reports that he thinks Amendment 3 is ambiguous.
- Smith read Amendment 3 to indicate that it is not ambiguous.
- Hull concerned that the intent when signed was to keep Joe until April. Smith, JJY, Frechette indicate that the intent was to provide options when Hull had feared that the General Manager might leave early to search for other employment, as was his right per contract.

Vote 2025-25: Frechette Yes, Harrington Yes, Hull No, Smith Yes, Yarmoff Yes.

Signature of new General Manager Jon Blair Employment Contract

- Contract documents circulated for signature. Contract is annexed to the minutes (pp 16-23).
- Commissioners Frechette, Harrington, Smith and Yarmoff signed, Hull refused to sign.

Board Support for a smooth Transition

- Statement by JJY on behalf of the board to support a smooth transition, recognizing the limits set on the board by MGL Chapter 164: See below for statement (page 12).
- To facilitate this transition, the Board will consider favorably a possible request by Joe Kowalik to modify the timing of the severance payment that comes with exercising Clause III B in the current General Manager's contract. If the parties agree, this will mean an amendment to the contract to modify the timing of this severance payment.

The Chair moved a motion to empower the Light Board Chair or Vice-Chair to execute an Amendment to Joe Kowalik's contract whereby the severance payment is paid by MMLD to Joe Kowalik in one or several installments by or before January 16, 2026. Seconded by Frechette

Vote 2025-26: Unanimous Yes.

AOB/Acknowledgment

- JJY thanks JK for his service in the town and recognizes his accomplishments.
- Smith presents a photo of JK receiving a NEPPA award as a thank you.

A motion to adjourn was moved by Commissioner Hull, seconded by Commissioner Frechette. Unanimous Yes Vote. The meeting concluded at 5:26 pm.

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Documents showed during the Sept 9th meeting are reproduced in the following pages.



MMLD Board Meeting September 9, 2025



Agenda

4:00 Call to Order

4:05 Public Comments

Meeting minutes

Town Charter

General Manager Employment Contract: signature

AOB

Adjourn



Agenda

4:00 Call to Order

4:05 Public Comments

Meeting minutes

Town Charter

General Manager Employment Contract: signature

AOB

Adjourn



Amendment to the Agenda

4:00 Call to Order

4:05 Public Comments

~~Meeting minutes~~

Town Charter

Notice to General Manager Joe Kowalik

Jon Blair General Manager Employment Contract: signature

Board support for a smooth transition

Amendment 4 to Joe Kowalik's contract

AOB

Adjourn



Town Charter

- Town Charter Committee members:
 - Amy Drinker
 - Sean Casey
- Work of Committee, Process
- Review of language
 - Article 6: Elected Boards, Committees, Commissions and Officials
 - Section 6.6: Municipal Light Commission
 - Composition
 - Powers, Duties and Responsibilities
 - Appointing Powers
 - Policy Role



Town Charter Section 6.6 language review

Composition

1. There shall be a Municipal Light Commission (the Commission) consisting of five members elected for three-year terms, so arranged that as nearly an equal number of terms as possible shall expire each year.

This text is unchanged from previous drafts reviewed by the committee.

This language is similar to the proposed composition sections of the Select Board and other elected bodies. Language is identical to/similar to language in the charters of Harvard, Groton, Longview, and Swampscott.

2. A Municipal Light Commissioner shall not hold another position of the town under direct Commission control or responsibility that is compensated and eligible for employment benefits during the Commissioner's term of office.

This text is unchanged from previous drafts reviewed by the committee.

This is a variation on similar language in the draft Select Board section (see Section 4.1, Sentence 2). The difference here is the limitation is only to those paid positions directly under Light Commission control.



Section 6.6 language review 2/7

Powers, Duties, and Responsibilities

3. The Commission shall have the powers, duties, and responsibilities given to municipal light commissions under the laws of the Commonwealth and laws of the town.

This text is unchanged from previous drafts reviewed by the committee.

There is a sentence similar to this one as the first sentence in the "Powers, Duties, and Responsibilities" subsection of all sections in Articles 6 (previously Article 5, elected bodies) and 7 (previously Article 6, appointed bodies), as well as the sections on the Town Moderator (Section 3.2) and the Select Board (Section 4.1). Its intent is to broadly state where these powers, duties, and responsibilities come from. Many charters have language like this; and some of the language in our draft sections is adapted from the town charter of Longmeadow.

4. The Commission shall have direct responsibility for the Marblehead Municipal Light Department, and affiliated equipment, machinery, buildings, and facilities as enumerated in the laws of the Commonwealth and laws of the town.

This text is unchanged from previous drafts reviewed by the committee.

This sentence parallel language in the section on the Select Board (see Section 4.1, Sentence 5) and is intended to mark off that part of town government that comes under direct Commission control.



Section 6.6 language review 3/7

Power, Duties and Responsibilities (Continued)

5. The Commission shall set rates for electrical power and services, subject to the laws of the Commonwealth and laws of the town.

This text is unchanged from previous drafts reviewed by the committee.

There is no corresponding language in the other charters we have examined, but the rate structure is actually quite complicated, and there are general laws of the Commonwealth about municipal power organizations.

- 5.5 The Commission shall review and approve an annual budget for the Marblehead Municipal Light Department, consistent with the laws of the Commonwealth and laws of the town.

This sentence was added after the release of Draft B of the proposed town charter. It was added to highlight that the MMLD is funded differently than most other town departments (that is, their operating budget is not part of the annual town budget). A similar sentence was added to Section 6.5 (Housing Authority Board of Commissioners), and Section 7.8 (Harbors and Waters Board).



Section 6.6 language review 4/7

Power, Duties and Responsibilities (Continued)

6. The Commission shall collaborate and coordinate with other elected and appointed town officials in the execution of town functions to ensure efficient and consistent operation of town government.

This text is unchanged from previous drafts reviewed by the committee.

This sentence is intended to document those things where the commission will need to work with other parts of town government. A similar sentence appears in most of the sections in Article 6 (previously Article 5, elected bodies) and Article 7 (previously Article 6, appointed bodies). This sentence would cover situations such as storms where emergency services are coordinated across town.



Section 6.6 language review 5/7

Appointing Powers

7. The Commission shall appoint the General Manager of the Marblehead Municipal Light Department, subject to the laws of the Commonwealth and laws of the town.

This text is unchanged from previous drafts reviewed by the committee.

This sentence is similar to those showing up in other elected bodies that oversee a "department" in Article 6 (previously 5). This sentence in other sections of this article refer to the commission/committee/board appointing "senior members" of their respective department (for the purposes of flexibility). Per our meeting with the MMLD Commissioners, state law limits the Commission's appointment authority to just the General Manager (this has not been independently confirmed). Therefore, the appointment power for the MML Commission is narrower in scope than in some other sections of this article.

8. The Commission may, from time to time, appoint members of ad hoc advisory bodies to advise on such topics related to the Commission's powers, duties, and responsibilities, and for such terms as the Commission deems in the best interest of the town.

This text is unchanged from previous drafts reviewed by the committee.



Section 6.6 language review 6/7

Policy Role

9. The Commission shall establish policies related to the generation, transmission, purchase, distribution, use, and sale of electric power or other services contemplated in MGL Chapter 164 in Marblehead.

This sentence was modified at the suggestion of Commissioner Jean-Jacques Yarmoff. Edit added *generation* and *transmission*, and added reference to MGL 164

There are a number of incentives, rebates and programs in place, in addition to an existing policy *regarding safe and reliable electricity, generated by environmentally responsible power sources...* (from the MMLD web site).



Section 6.6 language review 7/7

Policy Role (Continued)

10. The Commission shall be responsible for the formulation and promulgation of policy directives and guidelines to be followed by those elements of town government directly under Commission authority.

This text is unchanged from previous drafts reviewed by the committee.

This is similar to language in the Select Board's Sentence 12 (Section 4.1) and is intended to speak to the oversight of those town employees directly under the Commission's control.

11. The Commission shall, in conjunction with other elected and appointed town officials, participate in the development and promulgation of policy directives and guidelines designed to ensure the efficient and consistent operation of town government.

This text is unchanged from previous drafts reviewed by the committee.

This language is similar to language in the Select Board section and is intended to address those situations where a town-wide policy or directive would be beneficial to the town, but not all town elements come under a single entity (See Section 4.1, Sentence 13). This sentence is similar to language in the Swampscott and Groton town charters.



Town Charter

- Town Charter Committee members:
 - Amy Drinker
 - Sean Casey
- Work of Committee, Process
- Review of language
- Next steps?



Agenda

4:00 Call to Order

4:05 Public Comments

~~Meeting minutes~~

Town Charter

Notice to General Manager Joe Kowalik

Jon Blair General Manager Employment Contract: signature

Board support for a smooth transition

Amendment 4 to Joe Kowalik's contract

AOB

Adjourn



Notice to General Manager Joe Kowalik

- Board is appointing Jon Blair as General Manager
- Prior to that appointment, Board needs to serve a notice
- Motion to empower the Light Board Chair or Vice-Chair to send a letter to Joe Kowalik by or before September 28, 2025 to terminate his employment contract signed June 8, 2021



Agenda

4:00 Call to Order

4:05 Public Comments

~~Meeting minutes~~

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Board support for a smooth transition

- Chapter 164 limits the power of the Light Board
- Joe Kowalik and Jon Blair have both expressed an interest in a smooth transition, discussions are on-going
- The Board welcomes and encourages these efforts



Agenda

4:00 Call to Order

4:05 Public Comments

~~Meeting minutes~~

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Amendment to Joe Kowalik's contract

- To facilitate this transition, the Board will consider favorably a possible request by Joe Kowalik to modify the timing of the severance payment that comes with exercising Clause III B. in Joe Kowalik's contract. If the parties agree, this will mean an amendment to the contract to modify this timing.
- Motion to empower the Light Board Chair or Vice-Chair to execute an Amendment to Joe Kowalik's contract whereby the severance payment is paid by MMLD to Joe Kowalik in one or several installments by or before January 16, 2026.



Other Business

4:00 Call to Order

4:05 Public Comments

~~Meeting minutes~~

Town Charter

Notice to General Manager Joe Kowalik

Jon Blair General Manager Employment Contract: signature

Board support for a smooth transition

Amendment 4 to Joe Kowalik's contract

AOB / Acknowledgement

Adjourn

DRAFT B (annotated) of the proposed Marblehead Town Charter is posted online as a public document:

<https://marbleheadma.gov/town-charter-committee/>

All documents reviewed by the Charter Committee are posted on the committee's web page.

1. WHAT IS A TOWN CHARTER?

A charter is a legal document that establishes a town's government structure and defines the powers, roles, and responsibilities that guide the town's operations. It is intended to reflect the needs, values, and priorities of the community. A town charter takes effect upon approval by Marblehead voters and approval by the state legislature. The charter may be amended or modified by future vote of Marblehead town meeting as provided by the laws of the Commonwealth and laws of the town.

2. WHY CREATE A CHARTER FOR MARBLEHEAD?

- Marblehead has no charter to explain how its government works.
- The lack of a charter makes it hard for individuals serving on town boards/committees/commissions (especially those who are newly elected) to understand their responsibilities and roles and how their respective departments interface with other town departments and officials.
- Marblehead's bylaws do not always address roles and responsibilities.

3. WHAT MARBLEHEAD'S PROPOSED CHARTER DOES:

- It crafts a Marblehead charter solely designed to serve Marblehead's needs.
- It maintains Open Town Meeting.
- It maintains the primacy of the Select Board's authority in its policy, operational responsibilities, and its discretion in the delegation of duties to the town administrator.
- It serves as a reference/resource tool for citizens—an owner's manual—using clear language to explain how the town's bylaws, regulations, special acts, and state law currently govern town functions.
- It serves as a resource for those serving on elected and appointed boards/commissions/committees; it clarifies responsibilities but does not change them.
- It includes the alignment of language across charter articles for consistency.
- It is written for clarity and to meet the requirements of a special act to establish a charter in the Commonwealth.
- If approved as a "standalone" recall article at May 2026, the charter would provide authority for the town to determine whether to enact future provisions for the recall of elected officials.
- It includes an appendix of terms to provide context and further information for Marblehead citizens.

4. WHAT MARBLEHEAD'S PROPOSED CHARTER DOES NOT DO:

- The charter does not propose any changes to current practices that are consistent with the town's bylaws, regulations, special acts, and Massachusetts General Law.
 - The charter does not change Open Town Meeting.
 - The charter does not expand the Town Administrator's role.
- The charter does not dictate every-day operational tasks for town employees, boards/committees/commissions.
- The charter does not give or take away power from voters, town officials, departments, boards/committees/commissions.
- The Charter is not intended to resolve financial issues with regard to the operations of town government.

(OVER)

**EMPLOYMENT AGREEMENT
BETWEEN
MARBLEHEAD MUNICIPAL LIGHT COMMISSION
AND
JONATHAN W. BLAIR**

THIS AGREEMENT is entered into pursuant to Chapter 164, Section 56 of the Massachusetts General Laws by and between the Marblehead Municipal Light Department, hereinafter called the "MMLD," acting by and through its Board of Light Commissioners, hereinafter called "Commission" and Jonathan Blair, hereinafter called "General Manager".

WHEREAS, the MMLD desires to employ the services of Jonathan Blair as General Manager of the MMLD;

WHEREAS, the Commission, under Chapter 164, Section 56 of the General Laws, may contract with the General Manager for such services;

WHEREAS, the parties have discussed and agreed to a five (5) year contract for the General Manager that will govern the terms and conditions of his employment;

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

Section I, Functions and Duties of the General Manager.

The MMLD hereby offers to employ Jonathan Blair as General Manager of said MMLD and Mr. Blair hereby accepts said offer of employment. The General Manager shall perform the duties specified in the General Laws and local bylaws, his job description and such other duties as the Commission shall from time to time legally assign to him.

Section II, Term.

This Agreement shall be effective September 29, 2025 and shall be in full force and effect until September 28, 2030. The Agreement shall be for a term of five (5) years, subject to Section III below, and shall be binding on the MMLD in each year of its duration. This Agreement shall replace and supersede any and all prior employment agreements between the parties including, but not limited to, the Proposed Employment Agreement Terms between the parties dated July 28, 2025.

Section III, Termination and Severance Pay.

- A. The Commission may terminate or otherwise discipline the General Manager for just cause at any time during the term of this Agreement. Prior to doing so, the Commission shall provide the General Manager with notice of the basis for termination or other discipline and provide him an opportunity to be heard on the matter by the Commission.

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- B. In the event the General Manager is terminated by the MMLD prior to the expiration of the term of this Agreement, the MMLD agrees that it shall pay to the General Manager a lump sum cash payment equal to six (6) months' aggregate salary which amount shall be paid to the General Manager on or before the effective date of termination of his employment; provided, however, that in the event the General Manager is terminated for gross misconduct in office, the MMLD shall have no obligation to pay the aggregate severance sum provided for in this paragraph.
- C. In the event the General Manager resigns his position with the MMLD before the expiration of the term of this Agreement, the General Manager shall give the MMLD sixty (60) days' written notice in advance, unless the parties agree otherwise.
- D. Upon the General Manager's separation from employment for any reason, he shall return all MMLD vehicles, keys, computers, passwords and other MMLD property immediately at the time of separation.

Section IV, Salary.

- A. Effective September 29, 2025, the MMLD agrees to pay the General Manager for services rendered under this Agreement an annual base salary of \$216,000.00, subject to applicable withholdings and deductions.
- B. Merit salary increases may be granted by the Board annually beginning September 29, 2026 and in each contract year thereafter based on the results of the Commission's evaluation of the General Manager's performance for the prior contract year.
- C. At the conclusion of the first and each subsequent year of the contract, the General Manager may also receive, at the Board's discretion, a performance bonus of up to five percent (5%) of his salary in effect at the time which will be based on performance as measured against agreed upon goals and the financial condition of MMLD. Said amount will be in addition to any merit increase given as part of the annual review process described in Section B above. Paid bonuses shall be reported as wages for the purposes of taxation and calculation of pension to the extent permitted by law, but will not be added to the General Manager's base salary.
- D. All salary amounts under this Section shall be payable to the General Manager in equal installments at the same time that other employees of the MMLD are paid.

Section V, General Manager Evaluation.

- A. The Commission shall review and evaluate the General Manager's performance at least on an annual basis. Said review and evaluation shall be based on the goals and objectives developed jointly by the Commission and the General Manager as set forth in subsection

B below, and the Commission will endeavor to complete said review and evaluation by October 29th of each contract year. The Commission shall provide the General Manager with a composite written statement of the collective evaluation findings of Commission Members and shall provide an adequate opportunity for the General Manager to discuss his evaluation with the Commission. Individual Board members' evaluations shall be part of the General Manager's personnel file, but shall not be treated as a public record to the extent permitted by law.

- B. The Commission and the General Manager shall meet at least annually to define the goals and objectives which they determine necessary for the proper operation of the MMLD and the attainment of the Commission's policy objectives, and shall further establish a general priority among those various goals and objectives, with said goals and objectives to be reduced to writing. Said goals and objectives shall be established by October 29th of each contractual year for the following contract year period, and shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the MMLD and the events that have occurred during the year.

Section VI, Hours of Work.

- A. The General Manager will devote full time and attention to the business of the MMLD and will not engage in any other business during office hours, except with the approval of the Commission. The General Manager shall devote, at a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position. Due to the unique nature of the position of General Manager, it is understood and agreed that, in order to properly perform the job required, the General Manager may have to expend additional time beyond the normal MMLD work day; and the General Manager agrees to expend such time as required, including, but not limited to, attending Town and/or MMLD events, attending Town Meeting and other meetings with Town boards and/or officials, and responding to emergency situations. The General Manager is expected to be accessible for all emergencies, whether occurring during or outside of normal business hours, unless the General Manager is on a period of leave approved by the Commission and another MMLD employee has been specifically designated by the General Manager to respond in the General Manager's stead.
- B. It is recognized that the General Manager must devote a great deal of time outside the normal office hours to the business of the MMLD, and to that end the General Manager will be allowed to take reasonable time off as he shall deem appropriate during said normal office hours.

Section VII, Insurance, Vacation, Sick Leave, Holidays, Funeral Leave, Personal Leave and Jury Duty.

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- A. The General Manager shall be eligible to participate in the Town of Marblehead benefits plans, subject to the same eligibility terms and conditions and contribution rates as employees of the Town of Marblehead.
- B. The General Manager shall be granted five (5) weeks' paid vacation per contract year plus one (1) additional day for each year of employment as General Manager up to a maximum of six (6) weeks per year. A week shall be defined as five (5) working days. Up to two (2) weeks of unused vacation may be carried over from one year to the next with any additional unused vacation beyond two (2) weeks being forfeited without any compensation.
- C. The General Manager shall be granted fifteen (15) paid sick days per contract year. Unused sick days may be accumulated from year to year up to a maximum of 160 days. The General Manager shall be compensated for up to a maximum of fifty (50) days of unused sick leave at his then current salary rate in the event he retires from public service while still serving as General Manager of the MMLD.
- D. The General Manager shall receive the following paid holidays observed in Massachusetts:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Presidents' Day	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

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

- E. Upon the death of the General Manager's spouse or his children, the General Manager will be granted paid leave of five (5) working days without loss of pay beginning with the date of death. Upon the death of the General Manager's mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren, the General Manager will be granted paid leave of three (3) working days without loss of pay beginning with the date of death.
- F. The General Manager shall be granted three (3) paid personal days each contract year. Personal days may not be carried over into the next contract year and shall not be entitled to any form of payment upon separation from service for any reason.
- G. In the event that the General Manager serves as a juror in a federal court or in the Courts of the Commonwealth, he shall receive from MMLD the difference between his salary and the compensation he received for such jury services, exclusive of any travel or other

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allowance; provided, however, he shall receive his full pay for his first three days of service for the Commonwealth of Massachusetts.

Section VIII, Professional Development, Dues and Subscriptions and Other Expenses.

The MMLD agrees to pay for the registration, travel and subsistence expenses of the General Manager for short courses, institutes, conferences and seminars, including continuous training and examination fees required for professional certification (e.g., project management professional) deemed by the Commission to be beneficial to the MMLD.

The MMLD agrees to pay for the professional dues and subscriptions of the General Manager for his membership in professional organizations deemed by the Commission to be necessary and desirable for his continued professional participation, growth and advancement and for the good of the MMLD.

An annual amount for all of the foregoing expenses shall be included in the MMLD annual operating budget. The total of said expenses under this Section shall be limited to the annual amount budgeted for such expenses.

Section IX, Automobile.

The MMLD shall provide the General Manager with a yearly vehicle allowance in the amount of \$5,000 to compensate him for the business use of his personal vehicle in the performance of his duties as General Manager. This allowance is intended to cover, but is not limited to, the costs associated with depreciation, fuel, maintenance, insurance, mileage and other vehicle-related expenses incurred for official business travel. The Vehicle Allowance shall be paid on a bi-weekly basis, concurrent with the General Manager's regular payroll. The General Manager is responsible for ensuring that his insurance policy allows and covers business use of the vehicle. The General Manager is solely responsible for any personal tax obligations arising from the receipt of this allowance.

Section X, Indemnification.

The MMLD shall defend, save harmless and indemnify the General Manager 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 General Manager, even if said claim has been made following his termination from employment, provided that the General Manager acted within the scope of his duties. The MMLD shall pay the amount of any settlement or judgment rendered thereon. The MMLD 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 General Manager.

The provisions of this Section shall not apply to disputes between the MMLD and the General Manager regarding the General Manager's employment or concerning any of the terms and provisions of this Agreement.

This section shall survive the termination of this Agreement.

Section XI, Bonding.

The Commission shall bear the full cost of any fidelity or other bonds required of the General Manager.

Section XII, Non-Renewal of Agreement.

If the Commission decides that it does not wish to renew this Agreement at its expiration, the Commission shall give the General Manager written notice of its intent not to renew this Agreement at least six (6) months in advance of the expiration of this Agreement. If the Commission fails to give such written notice, this Agreement and its terms and conditions shall automatically be extended for an additional six (6) month period.

If the Commission does not give a notice of non-renewal, 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 automatically be extended for an additional six (6) month period.

Section XIII, Retirement.

The General Manager shall be eligible to participate in the same retirement plan as employees of the Town of Marblehead, subject to the same eligibility terms and conditions and contribution rates as employees of the Town of Marblehead.

Section XIV, 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:

MMLD:	Chair of the Board of Light Commissioners 80 Commercial Street Marblehead, MA 01945
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GENERAL MANAGER:	Jonathan W. Blair 587 Washington Street Gloucester, MA 01930
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Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed 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 XV, General Provisions.

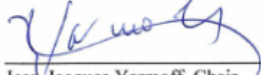
- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be construed and governed by the Laws of the Commonwealth of Massachusetts.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, 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 Act, the General Manager shall be an "exempt employee."

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to the instrument the date and year set forth below.

**MARBLEHEAD MUNICIPAL LIGHT
DEPARTMENT,**

GENERAL MANAGER,

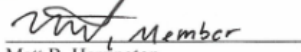
Acting by and through its
Board of Light Commissioners,



Jean-Jacques Yarmoff, Chair



Simon D. Frechette



Matt B. Harrington

Michael A. Hull


Adam R. Smith

Dated: 9/9/2025



Jonathan W. Blair

Dated: 9 SEP 2025