

**TOWN OF BOXBOROUGH
PUBLIC WORKS DIRECTOR CONTRACT**

Agreement made this 24th day of November, 2025, by and between the Town of Boxborough, Massachusetts (hereinafter "TOWN") and Edward A. Kukkula (hereinafter "KUKKULA"). As used in this Agreement, the term "employees" refers to non-union employees covered by the Town's Personnel Plan.

Whereas, the TOWN wishes to secure the services of KUKKULA in the administration of the Public Works Department; and

Whereas, KUKKULA is willing to perform the duties of the position of Public Works Director according to the terms and conditions of this contract;

Now, therefore, the TOWN and KUKKULA hereby agree that the following terms and conditions shall govern the terms, conditions, salary and benefits of KUKKULA's employment with the Town.

TERM - The term of this contract shall be for a period of three years, commencing on July 1, 2026 and ending on June 30, 2029.

Unless either party provides written notice to the other of its intention to renegotiate and/or to not renew this contract no less than six (6) months prior to June 30, 2029, it shall automatically be extended, on the then applicable terms and conditions, for an additional year.

In the event KUKKULA wishes to resign his position with the Town during the term of this Agreement, he shall provide the Town with a minimum of thirty (90) days' written notice of such intent.

APPROPRIATION – The terms of this Agreement shall be subject to annual appropriation by Town Meeting.

COMPENSATION – KUKKULA's annual salary during FY 2027 (July 1, 2026 - June 30, 2027) shall be one hundred fifty thousand dollars (\$150,000). KUKKULA shall be eligible to receive the sum of one hundred fifty-five thousand dollars (\$155,000) as salary for the period July 1, 2027 to June 30, 2028 and shall be eligible to receive the sum of one hundred sixty thousand dollars (\$160,000) for the period July 1, 2028 to June 30, 2029. The increases in salary for FY 2028 and FY 2029 that are set forth in this section shall be contingent upon KUKKULA receiving a performance review of at least "proficient" for the fiscal year that immediately precedes the fiscal year for which the new salary amount is to be effective.

In addition, the TOWN agrees that it shall not at any time during this contract reduce the salary, compensation, or other benefits for KUKKULA, except to the extent that such reduction is evenly applied across-the-board for all employees of the Town.

KEY RESPONSIBILITIES are set forth in the Public Works Director job description that may be amended, as necessary, by the Select Board. The Public Works Director shall perform the duties specified in the job description and such other duties as the Select Board shall from time to time legally assign to the Public Works Director.

or public hearing. The principles of progressive discipline will apply, and the TOWN recognizes its obligation to provide KUKKULA with periodic performance evaluations at least once per year by the Town Administrator.

For the purpose of discipline or discharge, the definition of just cause includes, but is not limited to, the following:

- a) Malfeasance – defined as wrongdoing or misconduct by a public official or the commission of an act that is positively unlawful.
- b) 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.
- c) Nonfeasance – defined as the failure to do what duty requires to be done.

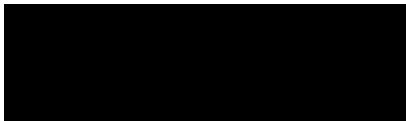
SEVERANCE - In the event the Select Board wishes to terminate the agreement prior to the end of the term, for other than just cause, the TOWN shall pay KUKKULA a lump sum equal to six months of his base salary, any unused accrued vacation he may have at the time and the Town's portion of his health and life insurance benefits for a six (6) month period following termination.

MODIFICATION - No change or modification of this contract shall be valid unless it shall be in writing and signed by both the parties.

NOTICES – Notices pursuant to this Agreement shall be given by email or by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TOWN: Chair of the Select Board
29 Middle Road
Boxborough, MA 01719
selectboard@boxborough-ma.gov

Public Works Director: Edward A. Kukkula



Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of successful email delivery, personal service, or the U.S. postmark on written notice.

LAW GOVERNING - This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

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

IN WITNESS WHEREON, the parties hereunto have set their hands and seals to the instrument the date and year first above written, and have executed this Agreement in duplicate. Approved unanimously by the Select Board in open session at their posted meeting on November 24, 2025, with a vote of 5-0-0.



Edward A. Kukkula

12/06/2025

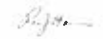
Date: _____

Town of Boxborough

Acting by and through its Select Board



Chair, Select Board

Date: Dec. 5, 2025**Attest to Signature:**

Town Clerk

12/08/2025

Date: _____

Approved as to Legal Form by:



Town Counsel

12/16/2025

Date: _____

Certified that there is appropriation in Account
sufficient _____, to fund this Contract.

Town Accountant

12/05/2025

Date: _____