

GENERAL RELEASE AND SETTLEMENT AGREEMENT

- I. The Plaintiff Ferruccio Romeo and the Defendant, Town of Winthrop, agree to resolve all of Romeo's claims, lawsuits, and actions by the terms of this general release and settlement agreement (Romeo, and the Defendants Town of Winthrop, James McKenna, Austin Faison and Terence Delehanty, are hereinafter collectively referred to as the "Parties").
- II. Romeo, being of lawful age, on behalf of himself and his heirs, executors, administrators, estates, successors, assigns, legal representatives, and other representatives (collectively "Romeo"), in consideration of (1) the payment to him of the total sum of Four Hundred and Thirty Thousand Dollars (\$430,000.00), (2) his engagement by the Town of Winthrop as Deputy Police Chief as described in Paragraph IV below, (3) the execution of this general release and settlement agreement, and (4) other good and valuable consideration, hereby in good faith forever releases, acquits and discharges the TOWN OF WINTHROP, JAMES MCKENNA, TERENCE DELEHANTY, AUSTIN FAISON, INDIAN HARBOR INSURANCE COMPANY, AXA XL and MIIA Property & Casualty Group, Inc. (MIIA) and, separately and collectively, their respective current and former employees, elected and appointed officials, officers, directors, agents, insurers, reinsurers, claim administrators, claim managers, adjusters, representatives, parent and subsidiary companies, affiliates, divisions, and branches thereof, predecessors, successors, attorneys and assigns (collectively "Winthrop") from any and all actions, causes of action, claims, demands, liability, suits, controversies, proceedings, expenses, property damage, loss of services or companionship, claims for discrimination and retaliation, employment claims, claims under M.G.L. 151B and Title VII, statutory and

common law and tort claims, constructive discharge, loss of consortium, claims arising out of any and all personal injury, whether known or unknown (including, without limitation, claims for breach of warranty and negligence), and from all other rights, demands, damages and liabilities of any kind or nature (including, without limitation, all liabilities for damages, costs, charges, losses, expenses and attorneys' fees) (collectively referred to as "Claims"), which Claims Romeo now has or may ever have had from the beginning of the world to the date this General Release and Settlement Agreement is Executed, whether now known or unknown, whether presently existing or hereafter arising, including, but not limited to, claims in state and federal courts, administrative claims, and actions filed at the Equal Employment Opportunity Commission (EEOC), Massachusetts Commission Against Discrimination (MCAD) and Department of Labor Relations (DLR). These claims include but are not limited to the following actions:

Ferruccio Romeo v. Town of Winthrop et al., Suffolk Superior Court, Civil Action No.: 1584CV02140; *Ferruccio Romeo v. Town of Winthrop*, Civil Action No.: 1984CV01566; *Ferruccio Romeo v. Town of Winthrop et al.*, U.S.D.C, Civil Action No.: 1:22-cv-10573-DJC; MCAD Docket No.: 18BEM02981; EEOC/HUD No.: 16C-2019-00146; MCAD Docket No.: 15BEM00050; EEOC/HUD No.: 16C-2015-00556; MCAD Docket No.: 14BEM03203; EEOC/HUD No.: 16C-2015-00381; 1984-CV-01566 (hereinafter referred to as "Civil Actions").

III. Romeo hereby agrees, acknowledges, permits, and authorizes Winthrop to cause the following payments:

- (a) one check made payable to Ferruccio Romeo in the amount of \$310,000;
- (b) one check made payable to Ferruccio Romeo in the amount of \$35,000; and

(c) one check made payable to Lichten & Liss-Riordan, P.C. for \$85,000.

The Payments described in Paragraph (III)(a), (b) and (c) shall be provided within twenty-one (21) days after the document has been fully executed by all parties. Forms 1099 or 1099-MISC will be issued to the recipients.

- IV. The Town of Winthrop agrees to appoint Romeo to the position of deputy chief in accordance with the *Employment Agreement between Town of Winthrop, Massachusetts, and Ferruccio Romeo*, which is attached hereto as **Exhibit A**.
- V. Opportunity to Consider and Revoke the Agreement and Release: Romeo acknowledges that this agreement and release of all claims is knowing and voluntary, including without limitation a release of claims for age discrimination under the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq. and M.G.L. c. 151B. Romeo further acknowledges that he has been given the opportunity to consider this release for twenty-one (21) days of the date of its delivery to him. If Romeo signs this release within less than twenty-one (21) days of the date of its delivery to him, he acknowledges that such decision was entirely voluntary and that he had the opportunity to consider this release for the entire twenty-one (21) day period. For a period of seven (7) days following the date Romeo signs this release (the “Revocation Period”), he has the right to revoke this release upon written notice delivered, on or before the expiration of the Revocation Period, to Thomas R. Donohue, Esq., Brody, Hardoon, Perkins & Kesten, LLP, 699 Boylston Street, 12th Floor, Boston, MA 02116. This Release shall not become effective or enforceable until the Revocation Period has expired.
- VI. Romeo and Winthrop acknowledge that this agreement and release may be offered in evidence by any party in judicial or other legal proceedings, including to enforce any of

its provisions against any party and their heirs, executors, administrators, estates, successors, assigns and other representatives.

- VII. This general release and agreement is not to be construed as an admission of liability on the part of any of the Parties. The Parties expressly deny any liability for any injury, wrongdoing, discrimination, retaliation, or damages of any kind or nature to any Party. The withdrawal and dismissal of the claims and lawsuits and execution of this release and agreement is in the Parties' mutual interests of avoiding the further expenses and burdens of litigation.
- VIII. Romeo and Winthrop acknowledge that they have had the advice of independent legal counsel of their choosing and execute this agreement and release as their free act and deed.
- IX. Romeo will promptly file all documents and promptly take any other action necessary or appropriate to terminate his Civil Actions, including, but not limited to, filing dismissals of the actions at Suffolk Superior Court and the United States District Court (Mass.) and any other courts or state or federal agencies, including the MCAD and EEOC. These filings shall provide for dismissals of the Civil Actions with prejudice and without interest, costs, or an award of attorneys' fees.
- X. Romeo hereby acknowledges and assumes all risk, chance or hazard that his alleged injuries or damage may be or become permanent, progressive, greater or more extensive than is now known, anticipated or expected, or may result in death. No promise or inducement which is not herein expressed has been made to the Parties and in executing this release and agreement, the Parties do not rely upon any statement or representation made by any person, firm, or corporation hereby released, or any agent, physician,

doctor, attorney, insurer or any other person representing any other Party concerning the nature, extent, or duration of the alleged damages or losses or the legal liability therefore.

- XI. Romeo and Winthrop understand and acknowledge that this agreement and release contains the entire agreement between the Parties hereto, and the terms of this agreement and release are contractual and not a mere recital.
- XII. In accepting payment, Romeo acknowledges that the payment constitutes a good faith settlement of all claims, in accordance with M.G.L. Ch. 231B, §4.
- XIII. Romeo understands that by signing this release and agreement, he is expressly and voluntarily releasing all claims he has, may have or could have brought against any other Party (including but not limited to claims under M.G.L. c. 151B and Title VII, state and federal constitutions, and statutory and common claims and torts) from the beginning of the world to the date of execution of this release.
- XIV. General Lien and Indemnification Clause: Romeo promises, on his own behalf and on behalf of his heirs, executors, administrators, estates, successors, assigns, legal representatives, and other representatives, promptly to indemnify, defend, and hold harmless the other Parties against any and all causes of action, claims, demands, liability, actions, rights, damages of any kind or nature, costs, charges, losses, expenses and attorneys' fees, of any type or description arising out of any medical bills, disability payments, child or spousal support, or other liens related to obligations of Romeo.
- XV. Romeo and Winthrop further state that they have carefully read the foregoing Release and know and fully understand the contents thereof, and that they sign and execute this release and agreement as their free act and deed.

[signatures on following pages]

For the Plaintiff:

Executed on this 17th day of the month of August 2023.

BY: *Ferruccio Romeo*
FERRUCCIO ROMEO

For the Town of Winthrop:

Executed on this ____ day of the month of _____ 2023.

BY: _____
ANTHONY MARINO, TOWN MANAGER

EXHIBIT A

**EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF WINTHROP, MASSACHUSETTS
AND
FERRUCIO ROMEO**

THIS Agreement, entered into as of the 30th day of June 2023 by and between the Town of Winthrop, Massachusetts, a municipal corporation (the "Town"), acting through its Town Manager, and Ferrucio Romeo("Romeo"), of Saugus, Massachusetts

WITNESSETH:

WHEREAS the Town desires to engage the services of Romeo to hold the position and perform the duties of Deputy Police Chief; and

WHEREAS Romeo is willing to undertake and perform the duties of said position of Deputy Police Chief of the Town;

NOW, THEREFORE, for mutual consideration, the parties agree as follows:

1. DUTIES

- 1.1 The duties of the Patrol Operations Deputy Chief shall be as follows: be in charge of all patrol operations relating to shift staffing, deployment, and operational planning to address hot spots, vehicle accidents, and crime trends; ensure supervisors are reading, correcting and approving all reports, ensure compliance throughout the patrol division with all rules and regulations, policy and procedures, memorandums and orders, town by-laws, and state and federal laws. Administrative duties also include handling public records requests, logs, and journal entries and dissemination. Assist in the accreditation processes and directly assists and act in a confidential capacity to the Chief of Police and perform all other duties as assigned by the Chief of Police

2. TERM

- 2.1 Romeo's terms of this agreement shall run from July 1, 2023, until June 30, 2026.
- 2.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Romeo to resign at any time from his position with the Town, subject only to the provisions set for in Section 13 of this Agreement.

- 2.3 If either party doesn't provide written notice to the other of its intention to renegotiate and/or not to renew this Agreement within 6 months prior to the end of its initial term or any extended terms, this Agreement shall automatically be extended on the then applicable terms and conditions for an additional (1) one year period, after which point the Agreement will expire without further notification unless the parties otherwise agree in writing. The Agreement shall remain in full force and effect during any period of negotiation. Either party shall provide written notification to the other no less than 6 months prior to the expiration of this Agreement, requesting contract negotiations begin.

3. HOURS OF WORK

- 3.1 The Deputy Police Chief shall devote that amount of time which is reasonably necessary for him to faithfully perform the duties of Deputy Police Chief under this Agreement. There is an expectation that the Deputy Chief will work a forty-hour work week on a schedule approved by his direct supervisor.
- 3.2 The Deputy Police Chief shall be a salaried official of the Town and, as such, shall be an exempt executive employee for the purposes of the Federal Fair Labor Standards Act, 20 U.S.C. Section 201, et seq.
- 3.3 It is recognized that the Deputy Police Chief must devote a great deal of time outside the normal office hours to the business of the Town, and to that end, the Deputy Police Chief shall be allowed to take compensatory time off at such times which the Police Chief reasonably determines will not adversely impact Police Department operations and with the approval for the actual time off by the Police Chief. All accrued time will also be subject to the preapproval of the Chief of Police.

4. SALARY

- 4.1 The Town agrees to pay Romeo for his services rendered at an annual sum in the amount of One Hundred Thousand Thirty Thousand Dollars (\$130,000) commencing on July 1, 2023. Said salary would be payable in installments at the same time as other employees of the Town are paid. The Deputy Chief shall receive longevity pay of seven and a half percent (7.5%) for each fiscal year. Romeo's annual salary on July 1, 2024, shall be increased (2% COLA) to One Hundred Thirty-Two Thousand Six Hundred Dollars (\$132,600), and on July 1, 2025, Romeo's annual salary shall be increased (2% COLA) to One Hundred Thirty-Five Thousand Three Hundred and Fifty-Two Dollars (\$135,252).

5. VACATION, SICK, AND OTHER LEAVE

- 5.1 The Town agrees to provide Romeo twenty-five (25) days on the anniversary date of employment as paid vacation. Time off for vacation is to be taken subject to the approval of the Police Chief. Vacation must be used during the year and cannot be carried over from one year to the next. Upon the employee's resignation, retirement, termination, or death, Romeo or his estate will be paid the amount of all unused vacation time in full. Romeo shall retain and carry forward all currently accrued Vacation (not to exceed one week), Compensatory Time, Sick Time, and other accrued leave in addition to the 25 Vacation Days as stated into Fiscal 2024 commencing on July 1, 2023. Romeo or his estate shall be paid all unused Vacation, Compensatory Time at the full rate at the time of his resignation, retirement, termination, or death.
- 5.2 Romeo will accrue sick days at a rate of one and one quarter (1 ¼) days per month during the term of this Agreement. Romeo shall notify, in writing, the Police Chief of an absence in excess of three (3) sick days. Romeo shall not be paid annually for unused sick time or for accrued unused sick days at the time of resignation or termination. Romeo shall be allowed to buy back up to 200 days of sick leave at fifty percent (50%) of the Deputy Chiefs' daily pay rate upon retirement.
- 5.3 Romeo shall be eligible for other applicable leave benefits that are provided by Massachusetts or Federal law or by the Town's Personnel Bylaw.
- 5.4 Romeo shall be granted 3 days per fiscal year for personal reasons. Personal leave days may not be carried over from one contract year to the next contract year.

6. HOLIDAYS

The following dates will be recognized as paid holidays on the day on which they are observed:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Evacuation Day
Bunker Hill Day	Christmas Day
Independence Day	Juneteenth Day

7. HEALTH INSURANCE AND OTHER BENEFITS

- 7.1 Romeo shall enjoy all retirement, insurance, and other benefits generally available to full-time, non-union employees of the Town under the same terms and conditions unless specifically limited or otherwise provided for under the terms of this Agreement.
- 7.2 The Deputy Chief may also work on private details provided that all such detail work shall: (i) occur outside the Deputy Chiefs' regularly scheduled hours of work, (ii) be available to the Deputy Chief only after being offered to and refused by all regular full-time officers of the Department; and (iii) after the Deputy Chief has made arrangements with the entity requesting a detail which allows the Deputy Chief to leave the detail and attend to Police Emergencies. Detail pay shall be made to the Deputy Chief by the Town in accordance with the established procedure and shall not be made directly to the Deputy Chief by the entity requesting the detail. Detail rate of pay shall be the same rate as a Police Lieutenant for the Winthrop Police Department.

8. MOTOR VEHICLE

- 8.1 The Town shall provide Romeo with an unmarked Police Vehicle for Romeo's sole and exclusive use and pay for all related operating, fuel, maintenance expenses, and insurance coverage. Until such time as a vehicle is available, the Town shall compensate Romeo with monthly mileage reimbursement to perform his duties and responsibilities as Deputy Police Chief. Mileage reimbursement shall include training and any other applicable reasonable mileage reimbursement expenses. If the Town does not provide a vehicle to Romeo by January 1, 2024, Romeo will be eligible to be reimbursed for mileage to and from work, not exceeding 20 miles for each day worked.

9. GENERAL EXPENSES

- 9.1 The Town recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Romeo, and the Town hereby agrees to reimburse or to pay said general expenses according to normal Town procedures and if they have been pre-approved by the Chief of Police or Town Manager.

- 9.2 The Town shall provide Romeo with an annual uniform cleaning allowance for police clothing of Eight Hundred Dollars (\$800). The Winthrop Police Department will pay for the cost of all uniform's expenses.

10. PROFESSIONAL DEVELOPMENT

- 10.1 The Town recognizes its obligation to encourage the professional development of Romeo and agrees that Romeo shall be given an adequate opportunity to develop his skills and abilities as a Deputy Police Chief. Accordingly, the Town shall allow and pay for Romeo to attend courses and seminars without loss of vacation or other leave, subject to the availability of funding and prior written approval of the Chief of Police and/or the Town Manager.

11. PERFORMANCE EVALUATION

- 11.1 There shall be an annual performance evaluation of Romeo by the Police Chief, to be held no later than December 31st of each contract year. Failure of the Police Chief to evaluate Romeo's performance shall in no way prejudice any of the Town's rights.

- 11.2 The purpose of this evaluation is to:

- 11.2.1 Review the performance of Romeo;
- 11.2.2 Determine if any improvements and/or training are required;
- 11.2.3 Determine any changes needed in the job description; and
- 11.2.4 Develop mutually agreed upon goals.

- 11.3 The Police Chief shall provide Romeo with a summary written statement of the findings of the Chief. The Chief shall provide an adequate opportunity for Romeo to discuss his evaluation and attach any written comments before the review is made a part of Romeo's personnel records.

12. INDEMNIFICATION

- 12.1 To the extent allowed under M.G.L. c. 258, the Town shall defend, save harmless and indemnify Romeo 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 Romeo duties as Deputy Police Chief. The Town shall not be required to indemnify Romeo for any claims arising out of conduct determined by a court of competent jurisdiction to be outside the scope of Romeo duties or to be the result of gross negligence or

willful, criminal, or malicious misconduct. The Town may compromise and settle any claim or suit for which Romeo is indemnified and pay the amount of any settlement or judgment rendered thereon. The Town shall obtain the consent of Romeo to settle any such claim, and Romeo shall not unreasonably withhold such consent. The Town also shall not indemnify Romeo for any costs associated with any claims or actions brought under Section 12 of this contract.

13. TERMINATION, SUSPENSION, AND SEVERANCE PAY

- 13.1 The Town may terminate or suspend Romeo at any time during the term of this Agreement for just cause, provided, however, that Romeo shall have been given written notice setting forth any charges at least ten days prior to such hearing by the Town Manager. The Town may place Romeo on paid administrative leave pending such a hearing. In all phases of disciplinary action, the Deputy Chief shall have the right to be represented by counsel at his own expense.
- 13.2 Within 30 Days, Romeo may appeal any discipline or discharge to the American Arbitration Association, Boston Regional Office, in accordance with its rules and regulations. The expense, cost, and fees of such arbitration, including the cost of the Arbitrator, shall be borne equally by the Town and Romeo, providing, however, that Romeo shall be responsible for the costs of his own legal counsel. Romeo may appeal any adverse decision/award of an arbitrator to the Superior Court of the Commonwealth of Massachusetts or any other Court of competent jurisdiction, pursuant to M.G.L. Chapter 150C, section 11.
- 13.3 In the event Romeo voluntarily resigns his position with the Town before the expiration of the aforesaid term of his employment, then Romeo shall give the Town ninety (90) days' written notice in advance unless the parties otherwise agree.
- 13.4 Upon termination, the Town agrees to provide Romeo with a complete copy of his personnel file if requested.

14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- 14.1 The Town, in consultation with Romeo, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of Romeo, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, the Town by-laws, or any other law.

15. NO REDUCTION OF BENEFITS

15.1 The Town shall not at any time during the term of this Agreement reduce the salary of Romeo except that this Agreement may be amended at any time by mutual consent of the parties.

16. NOTICES

Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by registered mail to Romeo's last known address, in the case of Romeo, or to the Town's principal office in Winthrop, Massachusetts, in the case of the Town.

17. GENERAL PROVISIONS

17.1 The text herein shall constitute the entire Agreement between the parties. If any provision, or 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.

17.2 This Agreement may be amended at any time by mutual written consent of the parties, except as otherwise provided herein.

17.3 If Romeo is separated from employment as Deputy Police Chief for any reason, then in such event, Romeo shall be reinstated to his last civil service rank of Police Sergeant, together with all the rights, privileges, salary, compensation, and benefits, to include the Quinn Bill as provided for in the collective bargaining agreement then in effect covering the Winthrop Sergeants.

IN WITNESS THEREOF, the Town of Winthrop has caused this Agreement to be executed in its corporate name by its Town Manager, and Ferruccio Romeo has set his hand and seal, as of the day and year first written above.

Ferruccio Romeo
Deputy Police Chief,



Ferruccio Romeo

Anthony Marino ,
Town Manager,



Anthony Marino