

# TOWN OF STANDISH

## EMPLOYMENT AGREEMENT

**WHEREAS**, the Town of Standish, a municipal corporation duly organized and existing under the laws of the State of Maine, (hereinafter Town), by and through its Town Council (hereinafter Council), desires to retain the services of

[REDACTED] to serve as Town Manager, and

**WHEREAS,** [REDACTED] desires to accept employment as Town Manager, and the undersigned desire to reduce the terms of employment to writing;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Town and the Manager agree as follows:

**1. Obligation** - The Manager shall perform the functions and duties as set forth in applicable state statutes, including but not limited to 30-A MRS §2636 and the Town of Standish Charter, Article III Section 302 and the Town Code of Ordinances as the same currently exist or may be amended and such other legally permissible and proper duties and functions as the laws may impose or the Council may assign. The Manager agrees to well and faithfully serve the Town in said capacity and to devote his time, attention and energies to the performance of his duties hereunder to the best of his ability.

**2. Term** - The Town agrees to employ the Manager beginning December 4, 2017 and continuing until December 3, 2020, unless terminated pursuant to the terms of this Agreement as outlined under Paragraph 5 below. The term of the Agreement may be extended annually by mutual agreement subject to ratification by the Council.

**3. Performance Evaluation** - The Council shall provide the Manager with periodic opportunities to discuss Council-Manager relations and the performance of the Manager. As a minimum, the Council shall conduct an employment evaluation prior to the first 6 month anniversary and an annual evaluation at the first year anniversary and every twelve (12) months, thereafter.

**4. Salary** - The Town agrees to pay the Manager for services provided pursuant to this Agreement a gross salary of One Hundred Thousand Dollars (\$100,000) per year commencing on December 4, 2017. The gross salary shall be adjusted by an additional stipend of Five Thousand Dollars (\$5,000) if the Manager is a resident of Standish within six (6) months of start date; this stipend shall carry forth into all subsequent employment contracts. The salary hereunder is payable at the same time and in the same manner as other employees of the Town. The Council and the Manager agree that a formal written evaluation of the Manager's performance as well as progress made

on the list of goals and objectives, will serve as the primary determining factor in subsequent compensation increases after the first year of the contract.

**5. Termination** – Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from his position with the Town, subject to the Manager providing a forty-five (45) day written notice to the Town Council. In the event of such voluntary termination, Manager shall not be entitled to receive termination pay as provided in Section 6 below and shall only be entitled to all compensation and benefits accrued but unpaid at the time of termination.

**6. Severance** – In the event that the Council terminates the Manager's employment for any reason, except for cause, he shall receive a severance payment in an amount equal to three (3) months salary after six (6) months of employment and six (6) months salary after one (1) year of employment, at the then current rate of pay. This severance must be paid in a lump sum. The Town shall also pay the cost of maintaining his health insurance coverage, after the effective date of termination, for a period of months equal to the number of months in severance payment as outlined above. In the event that the Manager's employment is terminated for the conviction of any illegal act or the deliberate mismanagement of funds, he shall receive no severance.

**7. Retirement** – The Town shall contribute on behalf of the Manager an amount equal to 6% of the Manager's gross wage, for a given pay period, toward a selected 457 Deferred Compensation Plan. Manager shall be required to contribute at least 2% of the Manager's gross wage towards the plan each pay period. Manager waives the right to participate in the 401 (a) plan. The Town also participates with employees in the Social Security Program.

**8. Health Insurance** – The Town will provide health and dental insurance coverage offered by the Town. The Town will pay 100% of the premiums for the health insurance and 75% of the premiums for the dental insurance. Manager may purchase dependent or supplemental coverage through these plans with 50% paid for by the Manager and 50% paid for by the Town.

**8. Vacation** - The Town will provide Sixteen (16) days of vacation per year based on a 4 day work week and equivalent to 4 weeks vacation, commencing on the date of this agreement. Vacation days may be taken in no more than two (2) week increments without Council Chair approval. Professional development absences shall not be construed as vacation leave.

**9. Sick Leave** – The Manager shall receive five (5) days of sick leave on the first date of hire and accumulate sick leave at the rate prescribed by the existing personnel rules and regulations, as they may be amended from time to time.

**10. Cell Phone** – The Town agrees to provide the Manager with an allowance of one hundred dollars (\$100) per month for use of a cell phone in order for him to conduct business for the Town.

**11. Automobile Expenses** – The Town agrees to reimburse the Manager for use of his personal vehicle, for all work-related automobile travel, on a per mile basis at the rate

established by the Internal Revenue Service (IRS). Throughout the term of employment, the Manager shall secure, and provide the Town with proof of automobile liability insurance with limits not less than:

- \$500,000 combined single limit OR
- \$250,000 for each person and
- \$500,000 each occurrence and
- \$250,000 property damage

Limits may be achieved by a primary policy or by a primary policy plus umbrella policy.

**12. Moving Expenses** – The Town agrees to reimburse the Manager for moving expenses up to an amount not to exceed five thousand dollars (\$5,000) upon the submission of invoices. If the Manager voluntarily leaves his position in the first year, any amount paid by the Town shall be reimbursed to them by the Manager.

**13. Residency** – The Manager is not required to live in the Town of Standish but residency is preferred. The Manager must live within a twenty-five (25) mile limit of the Town of Standish town offices.

**14. Other Benefits** - The Manager shall also be eligible to receive any other benefits as the Town provides to its other administrative employees.

**15. Public Official Liability Insurance** – The Town shall provide the Manager with Public Official Liability Insurance and any Bond required of the Town Manager, or any other position filled by the Town Manager subject to the provisions of State Statute, Town Charter and Town Ordinances.

**16. Professional Dues and Professional Development** – The Town hereby agrees to pay for the following expenses of the Manager for professional meetings and training programs: Membership dues and Annual Meeting of the International City Manager's Association (ICMA); membership dues and meeting attendance at the Maine Town and City Manager's Association (MTCMA); membership dues in the International Economic Development Council (IEDC) and the Maine Municipal Annual Convention. Attendance at any other professional associations that the Manager and the Council deem to be in the best interests of the Town, are subject to Council approval.

**17. Indemnification** – The Town shall defend, hold harmless and indemnify 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 Manager's duties as Town Manager. The Town shall defend, compromise or settle as appropriate any such claim or suit and pay the amount of any settlement or judgment. This section does not apply to any claims resulting from Manager's willful misconduct or for claims arising outside of Manager's duties as Town Manager.

**18. General Provisions –**

A. Except as expressly stated or otherwise provided for in this Agreement, the Manager is governed by the same customs, practices and policies governing other employees of the Town.

B. The parties acknowledge and agree that this Agreement was freely negotiated and entered into, and that in the event of a conflict between the provisions hereof and the provisions of any law or ordinance, the provisions of this Agreement prevail.

C. This Agreement may be amended or modified only in writing.

D. This Agreement reflects the entire agreement between the Town and Manager and no representations, whether oral or written, shall be effective after its execution.

E. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or portion thereof, is not affected thereby, and remains in full force and effect.

F. The provisions of this Agreement are governed by Maine law.

IN WITNESS WHEREOF, THE Town of Standish has caused this Agreement to be duly signed and executed on its behalf by the Council and [REDACTED] has signed and executed this Agreement on the 11th day of October, 2017.

\_\_\_\_\_  
[REDACTED]

TOWN OF STANDISH

By: \_\_\_\_\_

Kimberly Pomerleau, Chair

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Michael Delcourt

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Isabel Higgins

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Brian Libby

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Steve Nesbitt

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Greg Sirpis

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Peter Starostecki