**TOWN OF HANOVER**
550 HANOVER STREET, SUITE 29
HANOVER, MASSACHUSETTS 02339
*(781) 826-2261 (781) 826-5010*

Board of Selectmen

# TOWN OF HANOVER

## EMPLOYMENT AGREEMENT

## TOWN MANAGER

AGREEMENT made the 19th day of March 2012, by and between the TOWN OF HANOVER, (hereinafter referred to as the "Town"), a municipal corporation within the Commonwealth of Massachusetts, acting by and through its BOARD OF SELECTMEN, (hereinafter referred to as the "BOARD"), and Troy B. G. Clarkson, (hereinafter referred to as "MR. TROY B. G. CLARKSON").

In consideration of the mutual promises herein contained and for other good and valuable consideration, and pursuant to Chapter 41, section 108N of the Massachusetts General Laws, the parties hereto agree as follows:

1. **EMPLOYMENT**: The Town hereby employs MR. TROY B. G. CLARKSON, and MR. TROY B. G. CLARKSON hereby accepts employment as Town Manager.

2. **TERM:** The term of employment shall be for a three-year term from April 23, 2012 to April 23, 2015, unless sooner terminated in accordance with this Agreement. If MR. TROY B. G. CLARKSON desires to continue as Town Manager beyond this Agreement's expiration date then MR. TROY B. G. CLARKSON will notify the BOARD in writing seven months before the expiration of this Agreement of his desire to continue as Town Manager beyond this Agreement expiration date. No later than thirty days after receipt by the BOARD of this written notice of MR. TROY B. G. CLARKSON's desire to continue as Town Manager the BOARD will both decide and communicate to MR. TROY B. G. CLARKSON whether or not the BOARD concurs that MR. TROY B. G. CLARKSON's employment will be extended for a further term. If notice is not provided by said date, the term of this Agreement will continue from month to month until a date that is 180 days after the BOARD notifies MR. TROY B. G. CLARKSON of its intent not to extend the term further.

3. **COMPENSATION:** The BOARD agrees to pay MR. TROY B. G. CLARKSON a base annual salary of one hundred and twenty-five thousand dollars ($125,000.00) and a performance-based salary increase as determined at the discretion of the BOARD according to section 4 of this Agreement.

4. **PERFORMANCE EVALUATION:** Annually MR. TROY B. G. CLARKSON will meet with the BOARD for the purpose of establishing goals and objectives for his employment. The BOARD will seek MR. TROY B. G. CLARKSON's input and then develop goals and objectives for the following twelve-month period. The BOARD may conduct an annual, or sooner, evaluation of MR. TROY B. G. CLARKSON's performance and after completing MR. TROY B. G. CLARKSON's evaluation the BOARD may grant MR. TROY B. G. CLARKSON a performance and/or cost-of-living salary adjustment.

5. **TERMINATION:** MR. TROY B. G. CLARKSON may terminate this Agreement at any time by providing one hundred and eighty (180) days advance written notice of termination to the BOARD. In the event of termination upon proper notice, the Town will pay for any accrued, but unused, vacation time. In the event one hundred and eighty (180) days advance written notice is not given, no payments will be made for accrued, but unused, vacation time. The BOARD may, at its discretion, terminate this agreement at any time by providing one hundred and eighty (180) days advance written notice to MR. TROY B. G. CLARKSON. The BOARD may terminate this Agreement with less than one hundred eighty (180) days notice, but in such event MR. TROY B. G. CLARKSON shall receive pay in lieu of notice for the one hundred and eighty (180) day notice period.

6. **DUTIES:** MR. TROY B. G. CLARKSON shall perform faithfully, to the best of his ability, the duties of Town Manager in conformance with the job description, and Town Charter, Chapter 67 of the Acts of 2009, as they may be amended from time to time, and other duties reasonably assigned him by the BOARD that do not conflict with the Chapter 67 of the Acts of 2009. The Town Manger's normal workweek shall include hours that the Town Offices are open to the public and shall also include meetings, conferences and other duties that are outside of the usual office hours.

7. **REIMBURSEMENT FOR EXPENSES:** The Town shall pay MR. TROY B. G. CLARKSON $400.00 per month for the business use of his private automobile and his private cellular phone. This allowance is subject to review and change at the end of the contract term.

8. **PROFESSIONAL DEVELOPMENT/AFFILIATIONS:** The Town will budget the requisite sums for both annual membership, and attendance at the annual conferences, of the Massachusetts Municipal Association and the Massachusetts Municipal Managers Association.

9. **ANNUAL VACATION:** MR. TROY B. G. CLARKSON shall be granted twenty (20) days of paid vacation annually. Vacation leave may not be carried over from one year to another without the express approval of the BOARD for unusual reasons.

10. **FRINGE BENEFITS:** MR. TROY B. G. CLARKSON shall be entitled to the following;

a. sick leave - MR. TROY B. G. CLARKSON shall accumulate ten (10) sick days per year with a maximum accumulation of 50 days and no buyback at the end of MR. TROY B. G. CLARKSON's employment.

b. bereavement leave - MR. TROY B. G. CLARKSON shall be entitled to three (3) days of bereavement leave in the event of the death of an immediate family member.

c. personal leave - MR. TROY B. G. CLARKSON shall be entitled to two (2) personal days per year. Personal days may not be carried over from year-to-year.

11. **INSURANCE AND PENSION BENEFITS:** MR. TROY B. G. CLARKSON may elect to participate in Town sponsored health insurance, life insurance and pension programs offered to eligible Town employees under the terms and conditions applicable to such employees.

12. **INVALIDITY:** Should any paragraph or part of this Agreement be invalid, the balance of the Agreement shall be binding and effective on all parties, but the parties will meet to discuss whether a substitute provision to give effect to their intent can be agreed upon.

**13. INDEMNIFICATION:** The Town shall, in accordance with and to the maximum extent allowed by law, save harmless and indemnify the Town Manager against any tort professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of his duties as Town Manager provided that the Town Manager acted within his scope of duties and in good faith. Said indemnification shall include a legal defense by counsel chosen by the BOARD and costs as well as payment of any settlement or judgment, and shall apply even if the claim is following the conclusion of the Town Manager's employment. The Town may settle any such claim or suit and pay any settlement amount without recourse to the Town Manager. This provision shall survive the termination of this Agreement.

**14. NOTICES:** Any notices given under the terms of this Agreement shall be sent via first class mail, or hand-delivered to the parties at the following addresses:

a. Board of Selectmen
550 Hanover Street
Hanover, Massachusetts 02339

b. Mr. Troy B. G. Clarkson
P.O. Box 1653
North Falmouth, Massachusetts 02556

Signed as a sealed instrument this 19th day of March, 2012.

Town of Hanover by its Board of Selectmen:

Susan B. Setterland, Chairman

Joseph P. O'Brien, Vice Chairman

Daniel A. Pallotta

Joseph R. Salvucci

John S. Barry

Troy B. G. Clarkson

Approved as to form:

Kevin Feeley, Labor Counsel