



TOWN OF HANOVER
550 HANOVER STREET, SUITE 29
HANOVER, MASSACHUSETTS 02339
781-826-5000 781-826-2261

Troy B.G. Clarkson
Town Manager

August 4, 2017

Honorable David Delaney
Hanover Board of Selectmen
550 Hanover Street
Hanover, MA 02339

Dear Chairman Delaney:

In accordance with Section 2 of my current employment agreement with the Town of Hanover, I hereby notify the Board of Selectmen of my 'desire to continue as Town Manager beyond this Agreement expiration date,' as required in the agreement. The requirement in the contract is to notify the Board seven months prior to the expiration, which is September 23, 2017. I am providing this notice early to allow for sufficient time to discuss and, if necessary, negotiate a successor agreement.

We have accomplished much together in the last six years; there is much more to be done. I look forward to discussing continuing to build a better Hanover with you.

Sincerely,



Troy B.G. Clarkson
Town Manager



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.

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.

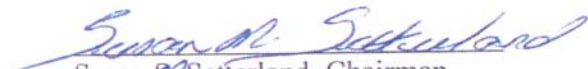
14. NOTICES: Any notices given under the terms of this Agreement shall be sent via first class mail, or hand-delivered to the parties at the following addresses:

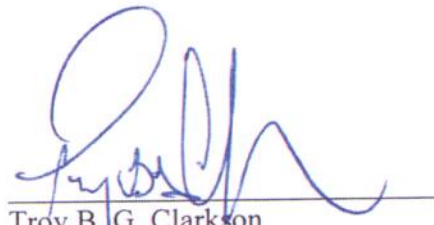
a. Board of Selectmen
550 Hanover Street
Hanover, Massachusetts 02339


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 M. Setterland, Chairman


Troy B. G. Clarkson



Joseph P. O'Brien, Vice Chairman


Daniel A. Pallotta


Joseph R. Salvucci


John S. Barry

Approved as to form:


Kevin Feeley, Labor Counsel



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

Board of Selectmen

CONTRACT ADDENDUM

The current terms and conditions of the employment contract between the Town of Hanover and Troy B.G. Clarkson, its Town Manager, are hereby extended by mutual agreement of the parties, through April 23, 2018.

SIGNED on this 6th Day of October, 2014.

Harold Dunn, Chairman

Troy B.G. Clarkson

Susan Setterland, Vice-Chairman

Joseph Salvucci

Brian Barthelmes

Robert O'Rourke