

EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF WILLIAMSTOWN AND
ROBERT MENICOCCHI

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this 26th day of April, 2022 by and between the Town of Williamstown, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," acting by and through its Select Board and Robert Menicocci, hereinafter called "Manager," as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of Robert Menicocci as Town Manager as provided in the Town's Charter (Chapter 55 of the Acts and Resolves of 1956) (the "Services");

WHEREAS, the Select Board, under Chapter 41, Section 108N of the General Laws may contract with the Manager for such Services;

WHEREAS, it is the desire of the Select Board to obtain the Services of the Manager, and to provide inducement, including salary and benefits for the Manager to remain in such employment;

WHEREAS, the Town's Charter includes a residency requirement for the position of Town Manager but not for the position of a Temporary Town Manager ("Interim Town Manager");

WHEREAS, the Manager and the Town agree that the Manager may perform the Services as an Interim Town Manager without residing in Williamstown;

WHEREAS, the Town's Charter also includes a provision regarding not appointing persons as Town Manager who have held appointed office within the prior 12 months;

WHEREAS, the Select Board is proposing modifications to the Town Charter to remove the residency requirement and the provisions regarding non-appointment noted above, which changes require approval of Town Meeting and the Legislature of the Commonwealth of Massachusetts;

WHEREAS, the Town and the Manager desire to employ the Manager as Interim Town Manager pending the above proposed Charter revisions and, if and when the Charter revisions are effective, to employ the Manager as Town Manager; and

WHEREAS, the Manager agrees to accept employment as Interim Town Manager and, if and when the above Charter changes are effective, as Town Manager;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. Functions and Duties of the Town Manager.

The Town hereby offers to employ Robert Menicocci to perform the Services as Interim Town Manager of said Town, and, upon the effective date of the Charter revisions noted above, as Town Manager and Robert Menicocci accepts said offer. The functions and duties of the Manager shall be as set forth in the Charter, any applicable provisions of general, special and/or local law, and as may be delegated or assigned by the Select Board.

Section 2. Term.

This Agreement shall become effective July 1, 2022 and shall be in full force and effect for an initial term until June 30, 2023, unless sooner terminated in accordance with Section 3, below. The parties may thereafter renew this Agreement for an additional two years, upon such terms and conditions as are mutually agreeable, subject to the provisions of Section 4, below.

Section 3. Termination and Severance Pay

- A. If the Select Board wishes to terminate the services of the Manager prior to the expiration of this Agreement for cause, the provisions of the Town Charter shall apply.
- B. Alternatively, the Manager's appointment and employment under this agreement may be terminated by the Select Board at any time with or without cause, and without following the procedures set forth in the Town Charter, by payment to the Town Manager a severance amount equal to six (6) months of salary, such salary to be that which is in effect at the time of termination. The Town Manager agrees that the foregoing severance amount shall be in full satisfaction of all rights and claims which he has arising out of or connected to such termination. The Town Manager expressly waives all procedural and substantive rights which the Town Manager might otherwise have under the Town Charter as it may be amended from time to time, including, but not limited to any and all rights to salary as set forth in the Charter. The Manager further expressly waives any and all claims and causes of action which he otherwise have or may have against the Town, the Select Board, and any of their officials, officers, employees, and agents arising out of or in connection with such termination. No severance shall be due if the Manager is terminated for cause and following the procedures set forth in the Town Charter.
- C. In the event the Manager desire to voluntarily terminate his position with the Town before the expiration of the term of this Agreement, the Manager shall give the Town four (4) months' written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk.

Section 4. Non-Renewal of Agreement.

In the event either party hereto desires not to renew this Agreement, such party shall provide the other with notice of such intention at least four (4) months prior to the expiration of this Agreement. In the event that the Select Board does not provide such notice, the Agreement shall be extended for a single period of one (1) year under the same terms.

Section 5. Salary.

- A. The Town agrees to pay the Manager for services rendered under this Agreement, effective July 1, 2022, an annual base salary of One Hundred Fifty-Five Thousand (\$155,000) Dollars, subject to applicable withholdings and deductions. The Town may consider additional increases after the annual evaluation. Salary will be paid to the Manager in regular installments at the same time other employees of the Town are paid. In the event this agreement is extended pursuant to Section 4, annual compensation shall be increased by two and one half percent (2.5%), subject to the availability of funding.
- B. If the Manager continues in office after the expiration of this Agreement, and there is no successor agreement, the Town Manager shall continue to receive the latest salary under

this Section until such time as the Town Manager's salary shall be otherwise provided for by the Town. This Subsection shall survive the termination of the Agreement.

Section 6. Manager Evaluation.

- A. The Select Board shall review and evaluate the Manager at least annually from the date of appointment. Said review and evaluation shall be based on the goals and objectives developed jointly by the Select Board and the Manager. Further, the Select Board or designee shall provide the Manager with a summary written statement of the evaluation findings of the Select Board and shall provide an adequate opportunity for the Manager to discuss the evaluation with the Select Board.
- B. The Select Board and the Manager shall annually define the goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Select Board's policy objectives.

Section 7. Hours of Work.

The Manager shall devote full time and attention to the business of the Town and will not engage in any other business or outside employment, except with the advance approval of the Select Board.

It is recognized that the Manager must devote a great deal of time outside the normal office hours to the business of the Town, and to that end the Manager will be allowed to take reasonable time off as they shall deem appropriate during said normal office hours. If the Manager shall be out of the office for more than two full days or more, he shall notify the Chair of the Select Board.

The Town and the Manager agree that the Manager is an exempt employee for the purposes of the Fair Labor Standards Act (FLSA).

Section 8. Retirement, Health Insurance, and Fringe Benefits.

Except as may be otherwise provided in this Agreement, all provisions of law of the Commonwealth of Massachusetts, and the Town's Personnel Policy Manual, relating to retirement, health insurance and other fringe benefits shall apply to the Manager as they generally apply to other non-union employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Manager.

The Manager will be granted twenty three (23) vacation days per calendar year until such time as the regular accrual under the Town Personnel Policy Manual equals or exceeds twenty three (23) days, at which time vacation accrual will be based upon the standard table in effect at that time. Up to ten (10) vacation days may be carried forward, or paid as provided in Section VI.A.3 of the Personnel Policy Manual, subject to the approval of the Select Board. The Manager agrees to take no more than 12 vacation days for the remainder of calendar year 2022. All other absences to include sick leave, family leave, bereavement leave, military leave, personal days or jury duty will be the same as granted to all non-union employees of the Town as contained in the Personnel Policy Manual.

Section 9. Professional Development.

- A. Subject to appropriation, the Town agrees to pay for the registration, travel, and subsistence expenses of the Manager for short courses, institutes, and seminars that are necessary for the Manager's professional development to be determined in consultation with the Select Board.
- B. Upon prior approval of the Select Board, the Town shall pay the Manager's registration fee(s), travel, and subsistence expenses to and from the ICMA Annual Conference, Massachusetts Municipal Association Annual January Conference, and the Massachusetts Municipal Managers' Association Annual Spring Conference; provided, however, that such attendance does not conflict with critical Town business.
- C. Should the Manager attend the International City Management Association's (ICMA) Annual Conference or other professional conferences, time spent at such conferences shall not be deducted from their vacation leave and shall be considered as professional development.

Section 10. Dues and Subscriptions

Subject to appropriation, the Select Board agrees to pay for the professional dues and subscriptions of the Manager necessary for membership in the following professional organizations:

International City Management Association (ICMA); Massachusetts Municipal Managers' Association; and any other professional organizations mutually to be deemed necessary and desirable for their continued professional participation, growth, and advancement and for the good of the Town.

Section 11. Expenses.

- A. The Manager shall be reimbursed for any reasonable expenses incurred in the performance of their duties, or as an official representative of the Town, including attendance by the Manager at civic or social events.
- B. The Town shall reimburse the Manager for reasonable use of his personal automobile in the exercise of their duties as Manager pursuant to relevant IRS Regulations for auto deductions for travel outside of Berkshire County; except, the Manager shall not be reimbursed for normal commute mileage. The Town agrees to pay the Manager an allowance for use of his personal automobile of two hundred twenty five dollars (\$225) per month for travel within Berkshire County.
- C. If the Manager leaves the employment of the Town and thereafter serves as a witness on behalf of the Town, he shall be paid for each day of preparation and attendance at hearing/trial on a per diem basis based on their salary at the time of their separation from employment from the Town.
- D. The Manager shall be entitled to a stipend of \$10,000 to cover relocation expenses, payable only upon completion of six (6) months of service.

Section 12. Indemnification.

- A. To the extent permitted by law, the Town shall defend, hold harmless and indemnify the Manager from any and all civil demands, claims, suits, actions and legal proceedings brought against them in their capacity as Manager, provided that the incident arose while the Manager was acting within the scope of their employment and in good faith. The

Town may obtain such insurance to cover its obligations hereunder as it deems appropriate.

- B. The Manager agrees to promptly notify the Town of any such claim and to cooperate fully with Counsel designated by the Town to handle such claim. This section shall not obligate the Town to provide a defense, save harmless or indemnify the Manager if they personally know of such claim and fail to provide the Town with prompt and timely notice of a claim for which they seek coverage under this section.
- C. The Manager agrees that the Town, acting through the Select Board, has the sole authority to determine the proper defense of any claim that is brought under this section, and they further agree that the Town has the exclusive authority to make decisions regarding settlement of any claim brought under this section. Finally, the Manager agrees that the Town's obligation to defend, save harmless or indemnify them under this section does not apply to claims settled or defended without the Board's knowledge, consent and/or agreement.
- D. The Town shall not indemnify the Manager in connection with any potential disciplinary hearing or disciplinary action by the Select Board. Further, where indemnification is not otherwise required under Subsection A, above, the Town shall not indemnify the Manager in connection with any claim, complaint, demand or other legal action brought by them against the Town or any Town official or employee.

This section shall survive the natural expiration of this Agreement.

Section 13. Bonding.

The Manager shall execute a bond in favor of the Town in accordance with Section 11 of the Charter and the Town shall bear the full cost of that and any other fidelity or other bonds required of the Manager.

Section 14. No Reduction in Benefits.

The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other benefits of the Town Manager, except to the degree such a reduction is across the board for all other employees of the Town.

Section 15. Notices

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

- 1. TOWN:
Select Board
31 North Street
Williamstown MA 01267
Selectboard@williamstownma.gov
- 2. MANAGER:
1510 Pleasant Valley Road
Bennington, VT 05201
Robert.menicocci@gmail.com

Alternatively, notices required pursuant to this Agreement may be personally served or via email with delivery confirmation. Notice shall be deemed as given as of the date of personal service, email delivery or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

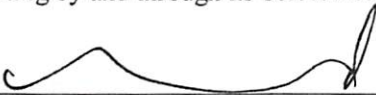
Section 16. General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Manager.
- C. If any provision, or any 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.
- D. For the purposes of the Fair Labor Standards Act, the Manager shall be an "exempt employee".
- E. This Agreement shall prevail over any conflicting provisions of any bylaw, personnel manual, rule, or regulation, but not the Charter.
- F. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed one and the same instrument. For the convenience of the parties, facsimile and pdf signatures shall be accepted as originals.

IN WITNESS WHEREOF, the Town of WILLIAMSTOWN, Massachusetts, has caused this Agreement to be signed and executed on its behalf by the Select Board Chair, and Robert Menicocci has signed and executed this Agreement, both in duplicate.


TOWN OF WILLIAMSTOWN

Acting by and through its Select Board Chair



DATE: 4/26/22

ROBERT MENICOCCI



DATE: 4/27/22