

March 28, 2023

Matthew Lawless
495 Valley Street
Scottsville, VA 24590
mregeslawless@gmail.com

**Re: Town Manager Employment Agreement – June 5, 2023 through
June 4, 2025 – Town of Shelburne, Vermont**

Dear Matthew:

On behalf of the Town of Shelburne (Town), the Town Selectboard presents this Employment Agreement (Agreement) for your employment as Town Manager. The specific terms of this Agreement are as follows:

1. This Agreement is for a two-year term, beginning June 5, 2023 and concluding June 4, 2025, and supersedes any prior agreements. Your duties as Town Manager are generally set forth in 24 V.S.A §§ 1235-38 and the Shelburne Town Charter, in particular Subchapter 7 thereof. Following this two-year term, the parties may extend the Agreement annually by mutual agreement upon satisfactory annual performance reviews, and such other considerations as the parties wish to consider.
2. Your annualized salary from June 5, 2023 to June 4, 2024 will be \$110,000. The Selectboard will meet as necessary to consider a salary increase for the employment year commencing June 5, 2024, but no salary increase is guaranteed.
3. The Town will provide you with a professional development allowance of \$5,000 for each year of this Agreement, to be used at your discretion for such professional development activities, conferences and educational trainings as you deem appropriate.
4. You will be expected to budget for, and the Town will reimburse you for, the following expenses reasonably incurred in the performance of your duties as necessary and desirable for the good of the Town:
 - a. Professional dues and subscriptions necessary for continuation and full participation in national, regional, state, and local associations and organizations, including, but not limited to, the International City Managers Association;
 - b. Expenses of professional and official travel;

- c. Membership fees and/or dues in local civic clubs or organizations; and
 - d. Cellular telephone and data use, up to 50% of your individual plan.
5. The Town will provide you with a one-time stipend up to \$5,000 to be used for reimbursement of moving expenses. Should you resign from employment as Town Manager or should the Selectboard terminate your employment prior to June 4, 2024, you will forfeit the stipend and the Town is authorized to deduct the reimbursement for moving expenses from your final paycheck(s).
6. You are eligible to participate in the health insurance coverage benefits available to qualifying Town employees as described in the Town's Personnel Policy, as may be amended (Personnel Policy), on the same terms as those benefits are provided to full-time employees.
7. You are eligible to participate in the dental insurance coverage benefits offered to full-time Town employees as described in the Personnel Policy, on the same terms and conditions as offered to those employees.
8. You are eligible to participate in the long-term disability insurance coverage benefits offered to full-time Town employees, on the same terms and conditions as offered to those employees.
9. You shall be enrolled in the retirement plan provided to all full-time Town employees, namely the Vermont Municipal Employees Retirement System (VMERS). The terms and conditions for enrollment in VMERS are set forth in Title 24, Chapter 125, of the Vermont Statutes Annotated, as amended from time to time.
10. You will also be eligible to participate, should you so elect, in the International City/County Management Association Deferred Compensation Plan. Details of these programs are available in the Town Manager's Office or at the Office of the Town Clerk.
11. The Town Manager shall be a probationary employee during the six-month period from June 5, 2023 to December 5, 2023. During this probationary period, the Selectboard may terminate the Town Manager for any reason, without cause, by a majority vote of the Selectboard. The Town Manager shall be subject to Section 5.6 of the Personnel Policy during this probationary period.
12. After the probationary period, you may only be terminated for *just cause* during the duration of this Agreement, pursuant to Section 7.4 of the Shelburne Town Charter. In the event the Town terminates your employment for just cause during the duration of this Agreement or any subsequent Agreement, the Town shall provide you with 60 days' notice before any such termination shall be

effective. In its sole discretion, the Town may provide such notice in the form of actual notice, or may issue compensation equivalent to such notice.

13. The Town will pay severance pay and health and dental insurance to continue for three (3) months if you are terminated for any reason, unless your termination is based on you performing an illegal act. The method of payout, whether lump sum or in installments, will be at the Selectboard's discretion. Should the Selectboard provide notice under Section 14 below that it does not intend to renew this Agreement, this will not be considered termination, and you will not be entitled to severance pay or additional health and dental insurance.

14. The Town shall provide you written notice of its intention to not renew this Agreement for an additional period beginning June 5, 2025 no later than December 5, 2024.

15. You will be entitled to four weeks of vacation per year for the term of this Agreement. A year is the 365-day period commencing June 5, 2023. You are required to obtain prior approval by the Selectboard of any single vacation, including holidays, which is greater than two consecutive weeks. You shall obtain any such approval no less than thirty days in advance of the start of that vacation, unless personal circumstances make advance notice of such plans impossible, in which case you will make every effort to give timely notice. You may carry vacation days into the following year, up to a maximum of 6 weeks. At the conclusion of your employment, you will be compensated for any unused vacation time pursuant to Section 8.3 of the Personnel Policy. In addition to vacation, you are entitled to accrual of sick days pursuant to Section 8.3 of the Personnel Policy, as may be amended.

16. Dutiful performance of Town Manager responsibilities routinely requires work beyond what can be accomplished within a conventional eight-hour workday or forty-hour workweek. Also, attendance at night meetings is an expected and required component of the Town Manager's responsibilities, though attendance may, on limited occasions, be excused for significant cause, such as observance of religious holidays. The salary and other benefits provided in this Agreement constitute the full monetary compensation to be paid by the Town for your performance of your duties. It is expressly understood that the Town will not provide you additional compensation in the form of compensatory time. You are FLSA-exempt and the Town will not compensate you for any hours worked in excess of forty hours per week.

17. The Town Manager will devote full time and attention to the business of the Town and will not engage in any other business, except with the written approval of the Selectboard.

18. The Selectboard has adopted, and from time to time amends, a Personnel Policy for its employees (a copy of the current Personnel Policy is attached hereto and incorporated herein by reference). As an employee, you will be subject to

and shall receive the benefits of the Town's Personnel Rules, except where those Personnel Rules conflict with or are inconsistent with the terms set forth in this Agreement or the Town Charter (as the latter may be amended from time to time), or with other applicable controlling Vermont law. In the event of a conflict between the provisions of the Personnel Rules and this Agreement or the provisions of Subchapter 7 of the Town Charter, the terms set forth in this Agreement or the Town Charter shall govern.

19. In the event you voluntarily resign your position as Town Manager, you shall give the Town no less than sixty days' notice, unless the parties otherwise agree to a shorter notice period. At the Town's option, you may be relieved of all duties and end your employment on the day that you provide notice of your voluntary resignation to the Selectboard, in which case the Town shall provide you with continuation of salary and benefits for the remainder of the sixty-day notice period, or for the remainder of a shorter notice period if one should be agreed to by the parties.

20. The Town shall conduct and complete a performance evaluation of the Town Manager annually by June 5 of each contract year. The performance evaluation shall be based on goals and objectives, standards and measures of these agreed to between you and the Selectboard. The performance evaluation may include input from staff and the public, at the Selectboard's discretion. The parties will agree on annual goals and performance objectives, standards and measures for the Town Manager's evaluation, which the parties shall agree to in writing on an annual basis. The Selectboard's intent is that these goals shall be attainable within the time limitations specified, and subject to the annual operating and capital budgets and appropriations approved by the Selectboard and the voters of the Town. The aforementioned annual goals and objectives are subject to modification and adjustment as appropriate and as agreed to in writing by the parties from time to time during the term.

21. The Selectboard and Town Manager agree to act in good faith during the term of this Agreement, and any differences that arise between them shall be worked out at the lowest level possible. In the event of a disagreement regarding the terms of this Agreement, which cannot be worked out informally, the Selectboard and Town Manager agree to conduct mediation prior to seeking any judicial remedy. Any such mediation shall be conducted in the Town of Shelburne by a neutral mediator of the Town's choosing. Following mediation, any action concerning the parties' employment relationship shall be filed in the Vermont Superior Court, Chittenden Unit, Civil Division, and any dispute shall be governed by Vermont law.

22. No modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

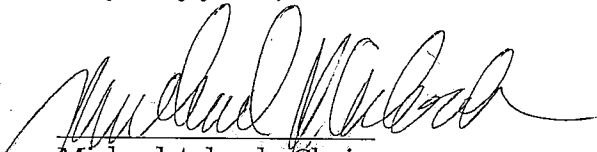
23. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event any provision of this

Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.


24. This Agreement shall be considered binding upon motion by the Selectboard at a duly warned meeting, the signatures of a majority of the members of the Selectboard at the time of the motion, and the signature of the Town Manager.

Please confirm your acceptance of this Agreement by signing below.

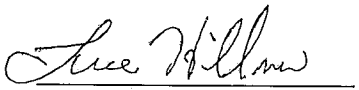
Very truly yours,

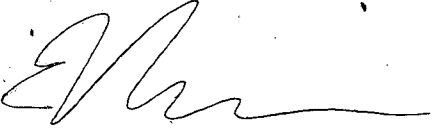

Michael Ashooh, Chair

3/28/23


Cate Cross, Vice Chair


Andrew Everett


Luce Hillman


Matt Wormser

Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if the invalid provisions had never been a part of the Agreement. Agreed to and Accepted this 22nd day of March, 2023.

Matthew R. Lawless

Matthew R. Lawless

If the Agreement shall be considered binding upon you in connection with the Selectboard at a duly warned meeting, the signatures of a majority of the members of the Selectboard at the time of the motion, and the signature of the Town Manager.

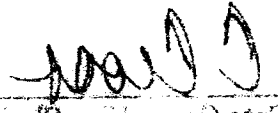
Please confirm your acceptance of this Agreement by signing below.

Very truly yours,

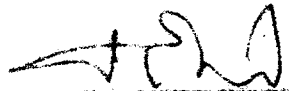
3/28/23



Michael Ashpool, Chair



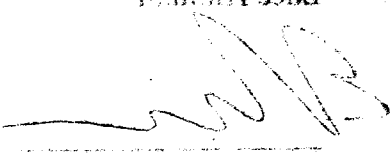
Kate Cross, Vice Chair



Andrew Everett



Trace Hillman



Matt Wolmer