



TOWN GRAY
GRAY TOWN COUNCIL
AGENDA • JANUARY 26, 2021

Gray Town
Council Special
Meeting

Henry Pennell Municipal Complex
24 Main Street
Gray, ME 04039

6:00 PM

I.

OPENING STATEMENT:

Due to the Governor's latest Executive Order, the Town Council meeting will NOT take place in person. The meeting will be held online with the link provided the day of the meeting. **For the Public Hearing, Residents can click in to participate or call in using the number provided the day of - during the times detailed below. Public Comment are only allowed during the Public Hearing as detailed in the agenda.**

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE TO THE FLAG

IV. ACTION ITEMS

To Review and Approve the Employment Contract Between the Town of Gray and Nathaniel Rudy, Thereby Appointing Nathaniel Rudy as Gray Town Manager Effective March 1, 2021.

Proposed motion:

Ordered, the Gray Town Council Approves the Employment Contract Between the Town of Gray and Nathaniel Rudy, Thereby Appointing Nathaniel Rudy as Gray Town Manager Effective March 1, 2021.

V. ADJOURNMENT

Motion to Adjourn

** The Town of Gray is an equal opportunity employer and complies with all applicable equal access to public accommodations law. If you are planning to attend a Town Council or Town committee or board meeting and need assistance with a physical disability, please contact the Town Manager's office at least 48 hours in advance of the meeting to have the Town assist you. 657-3339. TTY 657-3931.*

**TOWN OF GRAY
EMPLOYMENT AGREEMENT**

This Agreement is made and entered into this 26th day of January by and between the Town of Gray, 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"), and Nathaniel Rudy (hereinafter "Manager").

RECITALS:

1. The Council desires to employ the services of Nathaniel Rudy as Manager of the Town of Gray.
2. Nathaniel Rudy desires to accept employment as the Manager of the Town of Gray.
3. The parties desire to enter into this Agreement to establish the terms and conditions of employment of said Manager, as negotiated and agreed to by the parties.

NOW, THEREFORE, in recognition of the foregoing Recitals and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Duties

1. The Town hereby agrees to employ Nathaniel Rudy as Manager of the Town of Gray to perform the functions and duties set forth in applicable State Statutes, Town Charter and Town Manager job description as the same now exist or may be amended, and such other legally permissible and proper duties and functions as the law 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.

Section 2. Term

1. The term of this Agreement shall be for three (3) years commencing on ~~January~~ ^{March 1,} 2021 and shall continue until ~~January~~ ^{Feb. 29,} 2024 unless terminated pursuant to the terms of this Agreement or unless a specific term is provided for by a subsequent amendment to this Agreement.
2. The Manager's first day of work will be March 1, 2021.

Section 3. Termination and Severance Pay

1. The Council can terminate the agreement without cause and with 30 days' notice. The Town shall provide a minimum severance package of six (6) months' salary, at the Manager's then current rate of pay, in a lump sum payment. In addition, the Town shall continue to pay for six (6) months of health insurance premium for the coverage provided in this Agreement. Any other accrued benefits will be paid up to and including the 30 day notice.
2. The Manager may be removed or suspended from office for cause pursuant to the provisions of the State of Maine relating to the removal of a Town Manager as may be in effect at the time of suspension or removal. If the Manager is removed for cause due to a violation of law, he shall not be entitled to any severance pay or benefits, except for any accumulated vacation-time.

3. 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. In the event of resignation, a 30 day written notice must be provided to the Town otherwise, the Manager shall forfeit any accumulated vacation time.

Section 4. Performance Evaluation

1. The Council shall provide the Manager with periodic opportunities to discuss Council-Manager relations and the performance of the Manager. The Council will hold an initial evaluation session with the Manager after seven (7) months and then hold a session seven (7) months later in May, 2022 to coincide with the review of the Manager's salary as described in Section 5.1. Annual evaluations will then be every 12 months thereafter in May.

Section 5. Salary and Fringe Benefits

1. The parties acknowledge and agree that the Manager position is a salaried position. The Manager's gross salary shall be \$105,000 per year commencing on March 1, 2021. Thereafter, the parties agree that the Manager's salary review shall be annually starting in May 2022. The salary hereunder shall be payable at the same time and in the same manner as other employees of the Town.
2. The Town agrees to contribute 10% of the Manager's salary into the International City Management Association Retirement Corporation 457 Deferred Plan in a manner as may be required by said corporation.
3. The Town shall provide health insurance coverage for the Manager and any dependent at no cost to the Manager under the Town's health insurance policy.
4. The Manager shall have twenty (20) accumulated vacation days when starting work and receive twenty (20) days' vacation on the anniversary of his starting date. Unused vacation days cannot be carried over from year to year without the express approval of the Council.
5. The Manager shall have 12 days accumulated sick leave available when he starts work. He will start accumulating sick leave on the one (1) year anniversary of his starting date based on the Personnel Policy in effect at that time.
6. The Council recognizes that the Manager must devote time outside of normal office hours in the performance of his duties. Accordingly, it is agreed that the Manager may take occasional compensatory time off during normal office hours.
7. The Manager shall also receive any other benefits as the Town provides to its other employees.
8. The Manager will be allowed to do consulting work with non-profits and to do other volunteer work as long as such work does not interfere with his duties as Town Manager and such work has no conflicts with the Town of Gray.

Section 6. Expenses

1. The Manager will be paid a car allowance of \$250 per month.
2. The Town shall pay the professional dues of the Manager in the Maine Town and City Management Association and the International City Management Association. In addition, the Town shall pay all reasonable costs associated with the Manager's attendance at the MTCMA Managers' Institute. The Town shall pay all reasonable costs associated with the Manager's attendance at the ICMA Annual Conference and/or other relevant training, conferences or workshops, subject to approval in the Town's fiscal year budget. A minimum amount of \$3,000 will be budgeted to cover the above dues and the above Professional Development.
3. The Town pay the Manager \$50 per month for a cell phone plan.

Section 7. Residency

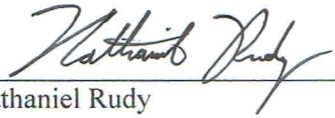
1. In accordance with the Town Charter, the Council approves the Manager living outside of the Town of Gray.

Section 8. General Provisions

1. The text herein, as well as any laws or ordinances referenced herein, shall constitute the entire agreement between the parties.
2. This Agreement may only be amended or modified in writing.
3. Except as stated and otherwise provided for in this Agreement, the Manager shall be governed by the same customs, practices and policies governing other employees of the Town, including those contained in the Personnel Rules and Policies Ordinance.
4. 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 shall prevail.
5. 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, shall not be affected thereby, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Town of Gray has caused this Agreement to be duly signed and executed on its behalf by the Town Council and Nathaniel Rudy has signed and executed this Agreement, in duplicate counterparts, as of the day and year first above written.

DATED this 26th day of January 2021.



Nathaniel Rudy

Town of Gray

Sandra Carder, Chair

Anne Gass, Vice Chair

Bruce Foshay

Dan Maguire

Sharon Young