

**TOWN OF CHATHAM
TOWN MANAGER
AMENDMENT TO THE
EMPLOYMENT AGREEMENT
DATED DECEMBER 6, 2022**

PREAMBLE

THIS AMENDMENT to the Employment Agreement is entered into by and between the Select Board of the Town of Chatham, hereinafter referred to as "Employer" and Jill R. Goldsmith, hereinafter referred to as "Employee," pursuant to the powers vested in the Employer by Massachusetts General Laws, Chapter 41, Section 108N and in accordance with Part IV of the Home Rule Charter.

WITNESSETH:

WHEREAS, the Town appointed Jill R. Goldsmith as Town Manager of the Town of Chatham, effective August 15, 2011;

WHEREAS, the Town desires to continue to employ the services of Jill R. Goldsmith as Town Manager of the Town of Chatham;

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

WHEREAS, the Employer and Employee are parties to an Employment Agreement dated December 6, 2022, and it is the desire of the parties to amend said Employment Agreement pursuant to the terms below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to modify the Employment Agreement dated December 6, 2022 as set forth below:

- Replace Paragraph 2 with the following:

- Paragraph 2. Term

- The term of this Agreement shall be extended through June 30, 2031. Thereafter, this Agreement may be renewed by mutual agreement. If the Employer decides not to renew this Agreement at its termination, the Employer shall give the Employee written notice at least six (6) months in advance of its intent not to renew this Agreement. If the Employer does not give written notice of non-renewal at least six (6) months prior to the expiration of the Agreement, and the parties fail to negotiate

a successor contract by the scheduled termination date of this Agreement, the Town shall pay the employee a lump sum cash payment equal to one hundred and eighty (180) days of her then current salary upon expiration of this Amended Agreement as severance. If the Employee receives severance pay pursuant to this provision, she will not be entitled to any additional severance under Paragraph 7 of this Amended Agreement.

- Replace Paragraph 3 with the following:

- Paragraph 3. Salary

- The annual salary for FY2026 shall be \$224,284, effective July 1, 2025. The annual salary for FY2027 shall be \$231,014, effective July 1, 2026. The annual salary for FY2028 shall be \$242,565, effective July 1, 2027. The annual salary for FY2029 shall be \$249,842, effective July 1, 2028. The annual salary for FY2030 shall be \$257,337, effective July 1, 2029. The annual salary for FY2031 shall be \$265,057, effective July 1, 2030.

- Replace Paragraph 12 with the following:

- Paragraph 12. Indemnification

- A. To the degree permitted under Massachusetts General Laws, Chapter 258, the Town shall defend, save harmless and indemnify the Employee against any tort, professional liability, claim or demand, or other legal action or contemplated legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as Town Manager, even if such claim or other matter as aforesaid has been made or asserted following her termination from employment, provided that the Employee acted within the scope of her duties as Town Manager. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Employee.
 - B. In the event that the Town's insurer does not provide defense counsel to the Employee, the Town shall reimburse the Employee for any attorneys' fees and costs incurred by the Employee in connection with defense of such claims or suits involving the Employee in her professional capacity.
 - C. This indemnification shall also apply to the Employee after she leaves the employment of the Town, per "A" above.
 - D. This section shall survive the termination of this Agreement.

- E. The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager.


Any provision of the Employment Agreement not specifically modified by the above terms shall remain in full force and effect during the term of this Amended Employment Agreement.


IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of this 3rd day of March, 2026.

Select Board:



Dean P. Nicastro, Chair


Jill R. Goldsmith, Town Manager


Jeffrey S. Dykens, Vice Chair


Stuart F.X. Smith, Clerk


Shareen Davis


Cory J. Metters