Chronology of Town Manager Contract Issue

By Charlene LaVoie

A chronology of the facts of the town manager contract issue is in order to preserve the public record.

Prior to being hired, Mr. Maynard discusses terms of employment with Mr. McCabe.

On May 28, 1992, Mr. Maynard faxes Mr. McCabe a letter of understanding which includes the terms of the employment agreement. The letter (published in its entirety below) states that salary is set at $54,000 per year and provides for 3 months severance pay and continued benefits.

Other board members do not receive this letter.

The evening of May 28, 1992, the Board holds a special meeting at which a motion is made to hire Mr. Maynard.

The motion is made to hire Mr. Maynard. The motion mentions that a severance package is to be finalized at a later time. The motion does not mention extra compensation (more on this later).

On August 24, 1992, three month after Mr. Maynard is hired, the public, and some Board members, see a contract for the first time when a third draft is distributed by Mr. Maynard.

The third draft provided Mr. Maynard with a severance payment of three months plus one month extra for each year of employment.

After public review of this draft, Mr. Maynard and Mr. McCabe realize the severance provision violated the Town Charter. The Charter provides for termination pay of one month.

At the Oct. 5, Board of Selectman meeting a fourth draft of the contract is presented.

The fourth draft does no mention severance payment of three months plus one month extra for each year of employment.

Instead, it provides Mr. Maynard with an additional two months pay and one month extra pay for each year worked, to be held in an "accrued assets account" "in recognition of the substantial number of extra hours required in the Town Manager's job..."

Mr. Maynard gets this extra money at the "time of separation from employment." This amounts to at least $13,500 extra that the taxpayers will pay Mr. Maynard at separation time.

The rest of the Board of Selectmen find out about the May 28, 1992 letter at this meeting. Mr. Maynard says that he faxed the letter to Mr. McCabe only.

At the October 19, 1992, Board meeting, Mr. Maynard presents the public with another letter, dated October 13, 1992.

In this letter, Mr. Maynard says he understood from his discussions with Mr. McCabe that the three month severance pay deal was acceptable.

The May 28 letter, the May 28 motion to hire, the third contract draft, the October 13, 1992 letter. What do all these documents have in common? They all refer to a severance deal. Clearly the issue is severance pay.

Suddenly, in the fourth contract draft and at the October 19 Board meeting, the name of the game changes from severance pay to extra compensation "in recognition of the substantial number of extra hours..."

Mr. McCabe is pleased with this fourth draft. He should be. Mr. Maynard said severance protection was an important factor in his decision to take the job. Mr. McCabe made assurances to Mr. Maynard that he would be protected with a severance deal. Mr. Maynard took the job and moved here based on Mr. McCabe's assurances.

But Mr. McCabe's severance deal violated the Charter. Finding himself between a rock and a hard place, Mr. McCabe knew that assuring Mr. Maynard of extra money meant he must get that extra money for Mr. Maynard or risk an ugly and expensive legal battle. If Mr. McCabe is not able to find a way to change the deal from a severance package, which violates the Charter, into something else, it is possible that he could be personally liable for fraudulently inducing Mr. Maynard to take the job. Mr. Maynard would fare well in that legal contest. Better than he will by this deal.

Mr. McCabe thinks this a good deal for the town. What is the public to think of an elected official who thinks a good deal is one he makes on his own, which violates the Charter, assures a potential employee of extras compensation and doesn't benefit the taxpayers?

Call or write Mr. McCabe and the other Selectmen to let them know what you think of this deal.

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