

# **EMPLOYMENT AGREEMENT**

**Between the**

**NANTUCKET PLANNING & ECONOMIC  
DEVELOPMENT COMMISSION,  
TOWN of NANTUCKET**

**And**

**Leslie Woodson Snell, AICP, LEED AP**

**Time Period: July 1, 2023 – June 30, 2026**

**Dated: May 22, 2023**

**NANTUCKET PLANNING AND ECONOMIC  
DEVELOPMENT COMMISSION  
TOWN OF NANTUCKET  
Employment Agreement**

AGREEMENT dated May 22, 2023, and effective July 1, 2023 by and between the Nantucket Planning and Economic Development Commission (NP&EDC), Nantucket, Massachusetts, at 2 Fairgrounds Road, Nantucket, MA 02554, acting by and through the vote of its Commissioners, (hereinafter the “COMMISSION”), and Leslie Woodson Snell (hereinafter “SNELL ”), currently residing at 23 Woodland Drive, Nantucket, MA 02554, with a mailing address at 23 Woodland Drive, Nantucket, MA 02554.

**WITNESSETH**

WHEREAS, SNELL was appointed by the Director of Planning as Deputy Director of Planning on August 20, 2012, and has maintained continuous employment since that date, as well as prior to that date in other positions beginning July 8, 2002; and

WHEREAS, SNELL is appointed by the COMMISSION as Director of Planning effective July 1, 2023 as authorized by Chapter 561 of the Acts of 1973, as amended, as well as their Bylaws, which may be amended from time to time; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and parties agree as follows:

**ARTICLE 1 – APPOINTMENT**

- 1.1 The COMMISSION hereby appoints SNELL and SNELL hereby accepts the appointment as the Director of Planning.
- 1.2 SNELL will devote her best efforts to the performance of duties and responsibilities set forth in Exhibit A, attached hereto.
- 1.3 SNELL agrees to comply with the Conflict of Interest Law for Municipal Employees, MGL Chapter 268A and 268B and any other relevant professional ethical standards.
- 1.4 SNELL agrees to hold no elective Town or County office, but may be appointed by the COMMISSION or, with its approval, by any Town or County officer, board, committee, or commission to any other Town or County office or position.

## **ARTICLE 2 – SERVICES**

- 2.1 SNELL will perform the duties of Director of Planning set forth in Exhibit A, attached hereto, and such other duties as may be reasonably assigned to her by the COMMISSION.
- 2.2 Any amendment to the services of this AGREEMENT or any work to be performed beyond the scope of this AGREEMENT will not be performed by SNELL without the mutual consent of the COMMISSION and SNELL.

## **ARTICLE 3 – PERIOD OF APPOINTMENT**

- 3.1 The term of Agreement shall be for three years, commencing July 1, 2023, and expiring June 30, 2026. This Agreement may thereafter be extended or renewable by mutual consent.

## **ARTICLE 4 – COMPENSATION**

- 4.1 For the services performed under Article 2, SNELL accepts a base salary at the rate of \$175,000.00.

Such salary shall be payable at such intervals as is customary with the TOWN's employees, subject to applicable withholding, and otherwise in conformity with the normal payroll practice of the TOWN.

The COMMISSION may grant SNELL an annual raise on the anniversary of employment (July 8) under this Agreement upon completion of a satisfactory performance review by the COMMISSION.

- 4.2 SNELL shall also be entitled to reimbursement by the COMMISSION for out-of-pocket expenses, incurred by SNELL in performance of the above services subject to the budget of the COMMISSION and in accordance with the policies and procedures of the TOWN. SNELL shall also be entitled to reimbursement for attendance at the annual American Planning Association national conference and such other meetings, conferences and memberships related to the performance of her duties subject to the budget of the COMMISSION and in accordance with the policies and procedures of the TOWN.
- 4.3 SNELL shall be entitled to reimbursement by the COMMISSION for education expenses incurred by SNELL for the satisfactory completion of courses with a grade point average of 2.5 or better for graded courses, and a PASS for PASS / FAIL courses related to the Director of Planning's job responsibilities. However, to be eligible for reimbursement, courses must be pre-approved by the COMMISSION. Course-related expenses are expected to include tuition, data communication, and those expenses enumerated in 4.2, above.

- 4.4 The COMMISSION agrees to budget and pay for reasonable membership fees, dues and subscriptions in professional organizations related to the professional development of SNELL as the Director of Planning.

#### **ARTICLE 5 – FRINGE BENEFITS**

- 5.1 During the period of this Agreement, the TOWN shall provide SNELL participation in any health care, deferred compensation programs, medical, dental, life, and disability insurance and retirement programs, available to Town and County employees, as they now exist or may hereafter be amended.
- 5.2 During the period of this Agreement, the TOWN shall, to the extent so provided to employees of the Town or County, continue to make payments to or for the benefit of SNELL, to the Barnstable County Retirement System.
- 5.3 SNELL shall be entitled to five weeks of vacation each year between July 1, 2023 and June 30, 2026 calculated from July 8 of each calendar year of this Agreement, consisting of twenty-five working days (200 hours). SNELL shall not be entitled to pay in lieu of vacation time, and any vacation time not used may be carried over from one calendar year to another calendar year, calculated from July 8 of each calendar year, upon approval of the COMMISSION. Any carried over vacation time must be used within a two (2) year period by SNELL or it will be forfeited.
- 5.4 SNELL shall be entitled to two (2) personal days per year calculated from July 8 of each calendar year. Personal days must be used within the year accumulated otherwise they will be forfeited.
- 5.5 Upon retirement or termination of this Agreement, SNELL shall receive payment equivalent to 100% of her accumulated vacation and personal leave as of the date of termination or retirement.
- 5.6 It is understood between the Parties that the Director of Planning position is a management-level, salaried position and therefore not entitled to compensatory time. It is agreed however that SNELL will receive reasonable accommodation for those hours worked in excess of forty (40) hours per week, which is the base hours of the position, and it is also agreed that SNELL may work remotely from time to time. Use of said time by SNELL shall not conflict with the duties of the Director of Planning as they may affect the schedule of the COMMISSION, the Planning Board, or other obligations. SNELL shall continue to record hours worked by filing a weekly time card with the TOWN.
- 5.7 SNELL shall be entitled to fifteen (15) sick days per year calculated from July 8 of each calendar year, which shall accrue at the rate of 1.25 days per month. Sick leave may not accumulate beyond 150 days. Upon retirement or termination of agreement, whichever were to occur first, SNELL shall receive payment equivalent

to 50% of her accumulated sick leave as of the date of contract termination or retirement.

#### **ARTICLE 6 – TERMINATION**

- 6.1 The COMMISSION and SNELL both agree that both parties may revoke this Appointment by mutual consent in writing without any obligation to pay any severance sum to SNELL.
- 6.2 The COMMISSION and SNELL agree that the COMMISSION may revoke this appointment for cause, upon fourteen days written notice to SNELL. For the purposes of this AGREEMENT, the word “cause” shall be put forward in good faith, and not be arbitrary, irrational, unreasonable or irrelevant to the duties of the job description attached hereto as Exhibit A, and deemed to mean, but not exclusively, conviction of a felony, acts of gross negligence or repetitive ineptitude. The notice shall advise of the basis for the proposed revocation and afford an opportunity to request a public hearing on the same. As the COMMISSION is not referenced in the Charter of the Town of Nantucket, SNELL shall have all rights set forth under Article IV, section 4.9 of the Charter of the Town of Nantucket. On the event of revocation under this provision, the COMMISSION shall have no obligation to pay any severance sum. However, the COMMISSION shall be obligated to pay SNELL for accumulated leave in accordance with sections 5.3 and 5.6 .
- 6.3 Nothing contained in this AGREEMENT shall affect the appointment powers of the COMMISSION over the Director of Planning position, nor does this AGREEMENT in any way grant tenure to such position. Accordingly, the appointment may be revoked without cause by the COMMISSION, but if such a revocation without cause occurs, then the COMMISSION shall continue to pay SNELL her full salary and benefits for a period of 120 days, plus any unused leave and sick time as severance pay in full settlement of any and all claims. This AGREEMENT may be cancelled by SNELL with 30 days’ written notice delivered to the COMMISSION.

#### **ARTICLE 7 – GENERAL PROVISIONS**

- 7.1 No party may assign, transfer, or otherwise dispose of this AGREEMENT or any of their or SNELL’s rights hereunder without the prior written consent of the other parties, and such disposition without such consent shall be null and void and of no force and effect.
- 7.2 This contract, together with Exhibit A , includes the entire AGREEMENT of the COMMISSION and SNELL. It may be changed (amended, modified, or terms waived) only in writing, signed by the COMMISSION and SNELL. Any notices required shall be to the party’s address by certified mail, return receipt requested.

## **Exhibit A**

### **Job Description**

DEPARTMENT:  
NANTUCKET PLANNING & ECONOMIC DEVELOPMENT COMMISSION

## **Regional Planning Agency for the Town & County of Nantucket**

**POSITION:** **DIRECTOR OF PLANNING**

**COMPENSATION LEVEL:** **Contract**

**EFFECTIVE DATE:** **August, 2012**

### **DEFINITION:**

Appointed by the Nantucket Planning & Economic Development Commission, under Chapter 561 of the Acts of 1973, as amended, the Director of Planning (hereinafter the "Director") implements plans prepared and approved by the Planning Commission in furtherance of its legislative charge and the Town including but not limited to a Master Plan created pursuant to MGL 40B as may be amended from time to time. Develops programs and initiatives in the area of land use and growth management, environmental protection, open space preservation, transportation and traffic management, affordable housing and economic development. The Director provides staff reporting to him/her with overall direction and coordination and administrative oversight. Acts as advisor to the Planning Board, and provides technical assistance to other Town boards and committees, the NRTA, and the Land Bank Commission, as requested. The Director may serve as the department head of a consolidated department of the Town providing municipal land use-related services consisting of planning, zoning, building, affordable housing, historic preservation (HDC), and health departments and known as Planning and Land Use Services (PLUS), as may be amended by mutual agreement. The Director serves as liaison with other Regional Planning Agencies and regional entities throughout the state and New England, and with legislators, and federal and state agencies and to this end, attends off-Island meetings and symposia as necessary. The Director also solicits grant funding for the Planning Commission and Town & County projects, and manages consultant contracts.

### **DUTIES & RESPONSIBILITIES:**

1. Prepares basic studies, goals and objectives, plans, bylaws, rules and regulations, and public policy for adoption and implementation by Town boards and commissions, Town Meeting or State Legislation in the following areas of interest: land use management, growth management and control, traffic and parking, transit development, bike paths / pedestrian system planning, elderly transportation, airport facilities, steamship services, affordable housing opportunities, economic development / diversification, groundwater and surface water quality protection, harbor planning, environmental quality, historic preservation, public utilities, Town services and facilities, recreation, open space, human services, energy planning, homeland security and emergency management planning, and capital improvements programming.
2. Provides Town and County boards and commissions with technical assistance to apply for and manage grants.
3. Hires, supervises, directs, counsels, disciplines, and / or terminates, if necessary, employees of PLUS staff with the consent of the Planning Commission and Town administration as applicable, prepares and manages the operating budget of PLUS, which includes the operations of the Planning Commission.
4. Maintains a public involvement program intended to foster participation in the process by residents, to include continuing work with newspaper, radio, internet, and television media, the holding of frequent public meetings and hearings, and regular speaking engagements before community groups.
5. Serves as liaison between State and Federal agencies, and local boards and commissions.
6. Issues requests-for-proposal for consulting services and manages consulting contracts for departmental projects.
7. Serves as an advisor to the Planning Board.
8. Oversees the maintenance of the departmental website.
9. Participates in off-Island meetings, symposia and conferences pertinent to the interests of the Planning Commission or the PLUS department; attends training courses to keep current in the planning and related fields.
10. Performs related duties as may be required.

**Note: Frequent attendance at public meetings and private civic association meetings throughout the day and evenings is expected.**

## **DESIRED QUALIFICATIONS:**

### **Education & Training:**

**The position requires a Master's degree in Urban and Regional Planning or a related field plus five years of progressively responsible experience in city or regional planning, or a Bachelor's degree in planning or a related field plus ten years of progressively responsible experience in city or regional planning; at least two years should be supervisory and administrative experience. Experience should include the areas of land use management, transportation, community facilities and services, housing, economic development, open space reservation and environmental quality. The Director should be certified by the American Institute of Certified Planners which requires certain experience and qualifications and the passing of a professional exam.**

### **Skills:**

**In addition to planning education and experience, the Director should have a broad knowledge of a wide variety of associated disciplines including a working knowledge of land use and environmental law, civil engineering, surveying, capital improvements programming, management and must have strong writing and verbal skills.**

### **Knowledge:**

- **Must have a thorough technical knowledge of comprehensive land use planning and implementation, including subdivision controls and zoning, open space preservation, environmental protection, economic development, growth management, transportation, affordable housing, human services, capital improvements programming and historic preservation.**
- **Must be able to seek out, write and obtain public and private grants.**
- **Must exhibit a thorough knowledge of municipal administration practices, as related to departmental procedures, including the preparation of operating budgets, capital improvements budgets and grants management.**
- **Must be able to design and prepare technical documents and reports related to long-range planning for the Island; must be able to read, understand and interpret to others, technical documents and plans, such as specifications, blueprints, plot plans and similar documents.**

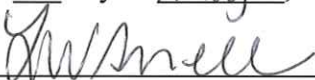


- **Must have the ability to write, evaluate and interpret consultants' contracts.**
- **Must have a working knowledge of financial and personnel management; knowledge of collective bargaining negotiations is helpful.**
- **Must have a working knowledge of applicable codes and statutes related to subdivision, zoning and land use.**
- **Should have some knowledge of GIS, and general familiarity with computer software and hardware used in professional planning offices.**
- **Must be able to consult with and maintain effective working relationships with local officials, state and federal agencies, consultants to the Town and County and other Regional Planning Agencies in the Commonwealth.**

- 7.2 If any provisions or any portion thereof contained in this AGREEMENT is held to be unconstitutional, invalid or unenforceable, the remainder of the AGREEMENT or portions thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- 7.3 The laws of Massachusetts govern this AGREEMENT, and the article headings included in each article are for reference only, and do not affect the meaning of this contract.
- 7.4 Except as herein provided or modified, all provisions of the Personnel Rules and Regulations of the TOWN, and all benefits otherwise provided to Town and County employees, as they now or may hereafter be amended or changed, shall apply to SNELL. This provision shall not be construed to grant an entitlement to continued employment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 23 day of May, 2023.

By:

  
\_\_\_\_\_  
Leslie Woodson Snell, AICP, LEED AP

Nantucket Planning and Economic Development Commission

By its CHAIR as authorized by vote of the COMMISSION dated May 22, 2023.

By:

  
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Mary Longacre, Chair