

## **AMENDMENT TO EMPLOYMENT AGREEMENT**

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (this “Amendment”) is made and entered into as of the 27th of May, 2025, by and between the Town of Windham, in the County of Cumberland and State of Maine (the “Town”) and Barry Tibbetts (“Mr. Tibbetts”), a resident of Scarborough in the County of Cumberland and State of Maine.

WHEREAS, the Town and Mr. Tibbetts entered into a renewal of Employment Agreement (the “Agreement”) to serve as Town Manager on January 24, 2023, and

WHEREAS, the Town wishes to have Mr. Tibbetts continue in his role as Town Manager until June 30, 2025; and

WHEREAS, as of July 1, 2025, the Town wishes to transition Mr. Tibbetts’ role to serve in the position of Projects Manager on behalf of the Town; and

WHEREAS, it is the desire of Mr. Tibbetts to continue employment with the Town in his capacity as Town Manager until June 30, 2025, and assume the duties and responsibilities of Projects Manager on July 1, 2025 and until December 31, 2025 under the terms and conditions recited in this Agreement, as amended by this; and

WHEREAS, the Town desires to provide the same level of benefits and salary during the 6-month transition as currently enjoined in Mr. Tibbetts’ contract. Changes include term and title of existing contract and responsibilities as outlined in the Projects Manager job description; and

WHEREAS, the Town and Mr. Tibbetts have approved of the amendments of the Agreement in the manner reflected herein;

NOW THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties agree to the amendments as follows:

### **Section 1: Term:**

The Town hereby agrees to continue to employ Mr. Tibbetts as Town Manager through June 30, 2025. The Town further agrees to continue to employ Mr. Tibbetts as Projects Manager from July 1, 2025 until December 31, 2025. This Agreement shall terminate on December 31, 2025.

### **Section 2: Duties and Authority:**

The Town agrees to continue to employ Mr. Tibbetts as Town Manager to perform the functions and duties and hold all offices as specified in the Town’s Charter and to perform other legally permissible and proper duties and functions from the date of this Amendment through June 30,

2025. Mr. Tibbetts will continue to report to the Town Council through the end of his term as Town Manager. As of July 1, 2025, and through December 31, 2025, the Town further agrees to continue to employ Mr. Tibbetts in a full-time position as a Projects Manager following his term as Town Manager and to further carry out such other tasks, assignments, duties and function as may be assigned by the succeeding Town Manager. Mr. Tibbetts as the Project Manager shall be entitled to all benefits of his existing contract with protections in this new position. Mr. Tibbetts shall report to the Town Manager of the Town through the end of his term of employment as Projects Manager. The duties associated with the Projects Manager position are more fully described in the attached **Exhibit A**.

IN WITNESS WHEREOF, the Town has caused this Amendment to be duly signed and executed on its behalf by the Town Council, and Mr. Tibbetts has signed and executed this Amendment on the 27th day of May, 2025.

**TOWN MANAGER**

\_\_\_\_\_  
Barry Tibbetts

**TOWN OF WINDHAM**

\_\_\_\_\_  
Jarrod Maxfield

\_\_\_\_\_  
Nicholas Kalogerakis

\_\_\_\_\_  
John Henry

\_\_\_\_\_  
Brett Jones

\_\_\_\_\_  
William Reiner

\_\_\_\_\_  
David Nadeau

\_\_\_\_\_  
Mark Morrison