

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE TOWN OF TOWNSEND  
AND  
LIEUTENANT MARK GIANCOTTI**

WHEREAS, the Town of Townsend (“the Town”) and Lieutenant Mark Giancotti (“Giancotti”) have been negotiating this Memorandum of Agreement (MOA) regarding benefits to which he was entitled during:

PERIOD 1: the period of time from June 30, 2016 (the end date of the “Contract” between the parties) and November 3, 2017 (the date that Giancotti was no longer second in command in the Townsend Police Department) and

PERIOD 2: The period of time between October 5, 2018 to October 10, 2018; and

WHEREAS, the Town and the Giancotti, have come to terms relative to a these outstanding issues between the parties; and

WHEREAS, the parties have agreed to execute a Memorandum of Agreement to codify the terms of their agreement;

NOW, THEREFORE, the Town and Giancotti agree as follows:

- I. Period 1: Holiday On Call Pay- Giancotti shall be compensated \$4,822.36 to account for fourteen (14) holidays where he was on-call.
- II. Period 1: Automobile- Giancotti shall be compensated \$500.00 to account for the economic value lost when he was no longer allowed a take home automobile.
- III. Period 2- Officer in Charge (OIC) Payment- Giancotti shall be compensated \$2,700.00 for having served as the designated OIC between October 5, 2018 and October 10, 2018.

The parties hereby acknowledge that this MOA settles all financial matters between the parties related to the Town's obligations to Giancotti for the time periods defined herein.

For the Town

Sue Lisio  
Sue Lisio, Chair

Cindy King, Vice Chair

Wayne Miller, Clerk

Date: 10/23/18  
By vote

Lt. Mark Giancotti

[Signature]

Date: 10/31/2018