



TOWN OF DEERING

Board of Selectmen

762 Deering Center Road
Deering, NH 03244

Meeting Minutes

March 1, 2017

Selectmen present: Sharon Fife, Allen Belouin, Aaron Gill.
The meeting was called to order at 1900.

MEETING MINUTES:

Meeting Minutes – February 15th.

Mr. Gill made the motion to approve the public and non-public meeting minutes of February 15th. Mr. Belouin seconded the motion. The vote was unanimous and so moved.

New Business

Town Auditors Engagement Letter

The Board reviewed the auditor's engagement letter while the TA confirmed that the audit is scheduled for March 20th. Ms. Fife made the motion to approve the engagement letter with Melanson & Heath to conduct the audit. Mr. Belouin seconded the motion. The vote was unanimous and so moved.

Request for Tax Relief

Mr. Gill made the motion to grant a deed waiver and to extend the property tax deed deadline associated with property located at 231-005-000 & 231-006-000 to April 3rd, 2017 when the full amount of taxes owed, inclusive of interest, is due in full. Ms. Fife seconded the motion. The vote was unanimous and so moved.

Highway – Part-time staff

Road Agent Houghton briefed the Board a potential part-time hire. Given that the department is short one FTE hiring a part-time snow plow driver who has a CDL-B would reduce plowing time for the highway crew. Road Agent Houghton explained that the candidate, Darin LaBier, is a local carpenter in town and understands that working as a part-time employee with the Town precludes his ability to bid on or perform any work as a contractor for the Town. The Board continued to review Mr. LaBier's resume. Mr. Gill made the motion to extend a conditional offer of employment at \$17/hour pending a successful background check and drug screening. Ms. Fife seconded the motion. The vote was unanimous and so moved.

TA Performance Review

The Board concluded the TA's performance review with Mr. Gill making the motion to approve the employment agreement (see attached) that provides an annual salary rate of \$75,000 per year to commence with the next pay period. Ms. Fife seconded the motion. The vote was unanimous and so moved.

TO BE REVIEWED AND/OR SIGNED:

- Employee Payroll	<u>February 22nd</u>
	\$12,632.53
- Employee Payroll	<u>March 1st</u>
	\$15,086.66
- Fire Department Payroll	<u>February 22nd</u>
	\$3,281.34
- AP Manifest	\$295,438.21
- Land Use Change Tax	\$11,575

Non-Public Session - RSA 91-A:3 II (a) - Cancelled

There being no further business to come before the Board Ms. Fife made the motion to adjourn. Mr. Belouin seconded the motion. The vote was unanimous and so moved. The meeting adjourned at 2031.

Respectfully Submitted,

\s\ Russell McAllister
Town Administrator

**EMPLOYMENT AGREEMENT BETWEEN THE
TOWN OF DEERING AND
RUSSELL S. McALLISTER**

This Agreement made and entered into this 1st day of **March, 2017** by and between the Town of Deering, a municipal corporation within the County of Hillsborough and the State of New Hampshire (hereinafter the "Town"), and Russell S. McAllister (hereinafter the "Employee");

WITNESSETH:

WHEREAS, the Town desires to employ the services of the Employee as Town Administrator of Deering as authorized by the Board of Selectmen and the Laws of the State of New Hampshire; and

WHEREAS, it is the desire of the Board of Selectmen, as authorized by the Laws of the State of New Hampshire, to establish compensation, benefits and other working conditions for the employment of the Employee; and

WHEREAS, Employee agrees to accept employment as Town Administrator of said Town.

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

SECTION 1-DUTIES AND AUTHORITY OF THE TOWN ADMINISTRATOR

The Town hereby agrees to employ Russell S. McAllister, as Town Administrator of said Town. Employee accepts such employment and agrees to perform the functions and duties specified in the Town's job description of Town Administrator, and to perform such other legally permissible and proper duties, and such additional reasonable functions as the Board of Selectmen shall from time-to-time assign.

SECTION 2 - TERM OF AGREEMENT

This Agreement shall remain in full force and effect from the effective date of the agreement.

SECTION 3 - TERMINATION AND SEVERANCE

The Board of Selectmen may terminate this employment agreement with the Employee with or without cause.

In the event the Employee is terminated by the Board of Selectmen for cause, there shall be no severance payment made. Cause shall be defined as acts of moral turpitude, malfeasance in office, or being found guilty of a crime.

In the event the Employee is terminated by the Board of Selectmen without cause, or the Employee's position of Town Administrator is eliminated by a vote of Town Meeting, the Town agrees that it shall pay severance to the Employee. Severance shall include accrued

vacation leave paid in a lump sum, severance payments totaling ten (10) months' salary, health benefits, and retirement contributions payable in weekly installments. The Employee shall accrue one (1) month of severance for every year served. The accrual of one month severance shall be credited to the Employee on January 1st, 2018 and January 1st, 2019. The amount of accrued severance shall not exceed twelve (12) months.

In the event the Employee voluntarily resigns his position with the Town, the Employee shall give written notice of 30 days to the Town, unless the parties agree otherwise. Such notice of resignation shall be directed to the Board of Selectmen. If the Employee voluntarily resigns, employee shall not be entitled to salary after the date of resignation or to the severance benefits specified in this Section, except employee shall be paid for all unused, accrued vacation leave.

SECTION 4 – SALARY

The Town agrees to pay the Employee for services rendered under this Agreement a salary of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) annually, subject to applicable withholdings and deductions, payable in installments at the same time as other Town employees are paid.

The Town agrees that each year on the anniversary date of this Agreement the Employee may be awarded a merit increase following completion of an evaluation of his performance as specified in Section 5 of this Agreement. Such increase, if any, may be applied retroactively to the beginning of the calendar year, but no later than the following pay period to the Employee's base salary following the Board of Selectmen's approval. The amount of the merit increase shall be determined by the Board of Selectmen at their sole discretion. The employee shall, at a minimum, receive salary increases commensurate with pay increases awarded to other employees

The Town may provide additional compensation or benefits as may be voted by the Board of Selectmen, from time-to-time, based upon their performance evaluation and review of the Employee.

SECTION 5 - TOWN ADMINISTRATOR PERFORMANCE EVALUATION

The Board of Selectmen shall review and evaluate the Employee's performance as Town Administrator at least once every year, provided, at a minimum; one performance evaluation is completed within forty-five (45) days of January 1st each year. Said review and evaluation shall be based on goals and objectives developed jointly by the Board of Selectmen and the Employee in accordance with the following paragraph of this Section. Upon completing the evaluation, the Employee shall be provided a written copy of each member of the Board of Selectmen's remarks and a written executive summary of the evaluation's overall findings. There shall be an adequate opportunity for the Employee to discuss the evaluation with the Board of Selectmen and to respond in writing.

Annually the Board of Selectmen and the Employee shall define goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Board of Selectmen's policy objectives, said goals and objectives to be reduced to

writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.

SECTION 6 - Employment

The Employee shall remain in the exclusive employ of the Town and have no other employment during that period. The term "employment" shall not be construed to include occasional teaching, writing, or consulting provided that the Board grants prior approval.

SECTION 7 - PAID LEAVE, SICK LEAVE, AND HOLIDAYS

The Employee shall be credited with twenty (20) days of annual leave on the employee's hiring anniversary of March 3rd every year. Vacation leave may accrue up to a maximum of 30 (thirty) days.

The employee shall be credited with 20 days of sick leave and accrue two days of sick leave per month with a maximum total accrual of 30 days. Accrued sick leave cannot be cashed out at employee's separation.

The Employee is entitled to time off for the holidays currently recognized by the Town on the day they are observed.

SECTION 8 - INSURANCE BENEFITS

All insurance benefits, including health, life and disability insurances that are currently available and in effect for other full time Town employees as outlined in the Town of Deering Personnel Policy, will be provided to the Employee and paid by the Town excepting that the Employee shall pay ten (10) percent of the applicable premiums for the Employee's health insurance plan.

SECTION 9 - RETIREMENT BENEFITS

The Employee shall be allowed to enroll in the Town's deferred compensation plan, currently provided by the ICMA-RC. The employer agrees to pay \$6,000 in 2015 and in subsequent years' employer agrees to pay a sum equal to 12% of employee's base salary. Employer payments shall be made weekly.

SECTION 10 - TOWN BUSINESS RELATED EXPENSES

The Employee will be reimbursed for reasonable business-related expenses incurred in the performance of his duties as outlined in the Town of Deering Personnel Policy including business-related mileage in the amount outlined in the Town of Deering Personnel Policy.

The Employee will receive a stipend of \$50 per month for use of employee's phone to conduct town business.

SECTION 11 - PROFESSIONAL DEVELOPMENT

The Town will pay for the Employee's individual membership in the following

organizations: The Municipal Management Association of New Hampshire (MMANH), the International City Management Association (ICMA), and the Society for Human Resource Management (SHRM).

The Town will pay for the Employee's attendance at meetings and conferences of the Municipal Management Association of New Hampshire (MMANH) and the annual conference of the New Hampshire Municipal Association.

SECTION 12 - INDEMNIFICATION

The Town agrees to indemnify and hold harmless the Employee from any and all losses, including Employee's reasonable attorney's fees and other expenses of defense, in connection with any claim, demand, action, or suit, or judgment arising out of any act or omission of the Employee if at the time of the act or omission, the Employee was acting within the scope of his employment and without malice or bad faith.

SECTION 13 - BONDING

The Town shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 14 - OTHER TERMS AND CONDITIONS

The Board of Selectmen may fix such other reasonable terms and conditions of employment, as it may determine from time-to-time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, Town Ordinances, or any Federal or State Law.

SECTION 15 - SEVERABILITY

If any provision contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

SECTION 16 - NO ASSIGNMENT

The parties acknowledge that the rights and obligations under this Agreement are unique and personal. Accordingly, the parties may not assign any right or delegate any duty or obligation under this Agreement.

SECTION 17 - ENTIRE CONTRACT

The text of this Agreement and any amendments approved and executed by the Board of Selectmen and the Employee constitute the entire understanding between the parties with respect to the employment of Russell S. McAllister as Town Administrator of the Town of Deering. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement, except such representations as are specifically set forth herein, and each of the parties acknowledges that it has relied upon its own judgment in entering into this Agreement.

SECTION 18 - GOVERNING LAW

This Agreement is made under, and shall be governed, construed and interpreted by, and

in accordance with, the laws of the State of New Hampshire. The parties hereto agree that any litigation concerning the subject matter of this Agreement shall be litigated only in applicable New Hampshire State Courts or Federal Courts in the District of New Hampshire of proper jurisdiction and venue.

SECTION 19 - SECTION HEADINGS

The section headings contained in this Agreement are for convenience only, and shall in no manner be construed as part of this Agreement.

SECTION 20 - NOTICES

Notices pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Town: Town of Deering
762 Deering Center Road
Deering, New Hampshire 03244

Employee: Russell S. McAllister
118 Rowell Hill Road
New London, New Hampshire 03257

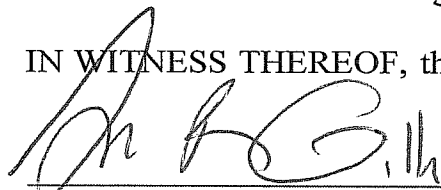
SECTION 21 - WAIVER OF BREACH

The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach thereof.


SECTION 22 - COUNTERPARTS

This Agreement may be executed in number of counterpart copies, all of which collectively shall constitute a fully executed original and each of which shall be fully enforceable notwithstanding that no single copy shall have been executed by all parties.

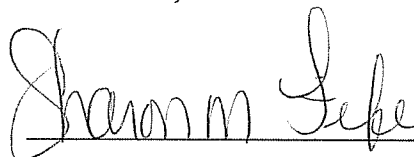
IN WITNESS THEREOF, the parties hereby execute this Agreement.




Aaron Gill, Chair



Allen Belouin, Selectman



Sharon Fife, Selectman



Russell McAllister, Employee

Date: 3/1/2017