TOWN OF SWANZEY

620 OLD HOMESTEAD HIGHWAY
P.O. BOX 10009
SWANZEY, NH 03446-0009
TOWN HALL (603) 352-7411 FAX (603) 355-8099
WWW.SWANZEYNH.GOV

Board of Selectmen Meeting Agenda

Whitcomb Hall, 17 Main Street Swanzey

February 4, 2025

1. Call to Order – 6:00 PM

2. Consideration of Meeting Minutes
   A. Regular Meeting of January 29, 2025
   B. Nonpublic Meeting #1 of January 29, 2025
   C. Nonpublic Meeting #2 of January 29, 2025

3. Consent Agenda
   A. Payroll Manifest
   B. Payables Manifest
   C. Abatement # 2025-06 for Map/Lot 248/43/0/CG0/74
   D. Intent to Cut for Map 254 Lot 38-1
   E. Raffle Permit #2025-01 – Swanzey Cal Ripken League
   F. Employment Agreements with Joseph DiRusso & Eric Mattson
   G. Personnel Action Reports

4. Public Input

5. Consideration of New Business
   A. Town Administrator Recruitment and Interim Services
   B. Recurring Weekly Rental of Whitcomb Hall
   C. Deliberative Session Preparations (as needed)

6. Consideration of Old Business

7. Recess for Deliberative Session

8. Reconvene after Deliberative Session

9. Possible non-public sessions, as needed

10. Adjournment

Agenda items and times are tentative and subject to change – they are provided for informational purposes only

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MEMORANDUM - OFFICE OF THE TOWN ADMINISTRATOR

TO: Board of Selectmen

FROM: Michael Branley, Town Administrator

RE: February 4, 2025 Agenda

DATE: February 4, 2025

CC:

1. **Call to Order – 6:00 PM**

2. **Consideration of Meeting Minutes**
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   G. Personnel Action Reports

4. **Public Input**

5. **Consideration of New Business**
   A. Town Administrator Recruitment and Interim Services

SUGGESTED MOTION: I move to authorize the Chairman to sign the contract with _____ for Town Administrator Recruitment and Interim Administrator Services.

   B. Recurring Weekly Rental of Whitcomb Hall
   C. Deliberative Session Preparations (as needed)

6. **Consideration of Old Business**

7. **Recess for Deliberative Session**

8. **Reconvene after Deliberative Session**

9. **Possible Non-Public Sessions, as Needed**

10. **Adjournment**

2025 TOWN MEETING COUNTDOWN

3/11/25 – Town Election

UPCOMING AGENDA ITEMS

2/12 – DOT presentation regarding Swanzey Factory Road / Rt. 101 intersection project; Community Power Update

PENDING BOARD MATTERS / PROJECTS

- Webber Hill Road Stabilization –
  - Construction began in September and after several months of working through issues work resumed in earnest in December and solid progress is being made.
  - 2025: Project Close out
- Rail Trail Improvements – We received the engineering report from Hoyle Tanner on 1/30 and are currently reviewing it.
- Christian Hill Road Bridge Replacement – Design work has been progressing well but slowly. As required, we listed this bridge for sale and received no bids so it can be hopefully repurposed at the Ashuelot Rail Trail to bridge one of the large washouts.
- California & North Winchester Street Reconstruction project – design work is nearing completion with final steps being environmental reviews and finalizing permissions and easements.
  - Bidding February/March 2025
  - Construction April 2025 – November 2025
- Grange Hall Roof Repair – Work is substantially complete and we are scheduling a walkthrough.
- NHDOT Rt. 32 Bridge over Martin Brook and Dry Hydrant – Progress is slow, continuing to work with DOT and DuBois & King. A design and cost estimate for the dry hydrant were provided to DOT on 1/28. Bidding for construction is now scheduled in March or '26 with construction likely in '27. A public hearing is expected this spring for a project update and revised schedule.
- Wastewater Solar Array – Design, permitting, and other coordination has been underway with DES, Moonshot Missions, and ReVision Energy.
- Wastewater Treatment Plant Study – We had the kickoff meeting with NHDES and Underwood Engineers on 1/21 and a stie visit with Underwood Engineers on 1/22. Current schedule is:
  - Metals & Phosphorus Removal Pilot Study — January – July 2025
  - Historical Review, Future Projections, WWTF Inspection — March 2025
  - Mid-point meeting with Town & NHDES — June 2025
  - Capacity and Future Upgrades — June 2025
  - Draft hard copy report for review by Town & NHDES — August 2025
  - Wrap-up meeting with Town & NHDES — September 2025
  - Final hard copy & electronic report — September 2025
  - Estimated completion — October 2025
- West Swanzey AA Park – Project is complete, staff is working on closeout.

- Brown Field Improvements – Staff is working on identifying grants or other funding sources.
- West Swanzey TIF District – on hold pending Town Meeting vote.
- West Swanzey Water Company Purchase & Improvement – largely on hold pending Town Meeting vote.
- Fire Station Project – on hold pending Town Meeting vote.

Town of Swanzey, New Hampshire
Board of Selectmen
Meeting – January 29, 2025
Whitcomb Hall
17 Main Street, Swanzey, NH

Note: Draft Minutes are subject to review, correction and approval by the Board. Review and approval of Minutes generally takes place at the next regularly scheduled meeting of the Board.

CALL TO ORDER

The meeting was called to order by Chair Sylvester Karasinski at 5:33 p.m. at Whitcomb Hall, Main Street, Swanzey, NH. Present were Selectmen Sylvester Karasinski, W. William Hutwelker III, and James Tempesta. Also present was Town Administrator Michael Branley.

OTHERS PRESENT

MINUTES

- The regular meeting Minutes of January 22, 2025 were considered. There was a **motion** by Tempesta to approve the regular meeting Minutes of January 22, 2025. The motion was seconded by Hutwelker and there was no further discussion. All were in favor. ***Motion passed.***

CONSENT AGENDA

Motion was made by Tempesta to approve the Consent Agenda. There was a second by Hutwelker. There was no further discussion. All were in favor. ***Motion passed.***

- Payroll Manifest
- Payables Manifest
- Tax Map Maintenance Contract
- Notice of Intent to Cut – Map 233 Lot 41
- Tax Credits/Exemptions
- Renewal of License to Sell Pistols & Revolvers #2025-01 – Robin Arms
- Personnel Action Report(s)

NOMINATIONS

Motion was made by Tempesta to appoint Cheri Domina to the Energy Commission for a term ending Town Meeting 2028. There was a second by Hutwelker. There was no further discussion. All were in favor. ***Motion passed.***

PUBLIC INPUT

Mike Gomarlo asked if the Town had received a donation from Susan Johnson to benefit Whitcomb Hall and Branley said he had not. He asked to receive a copy when the Town received it. He thanked Branley for his service to the Town.

NEW BUSINESS

Request to Sell Girl Scout Cookies at Town Hall

The Board reviewed the request to sell Girl Scout Cookies at Town Hall on February 22nd from 10 a.m. to 2 p.m. and approved it by consensus.

Painting RFPs for Town Hall and Whitcomb Hall

Branley said last year the Town issued an RFP for painting Whitcomb Hall later in the spring and did not receive any proposals so he suggested issuing an RFP sooner in the year to try to find a contractor. He noted that the Town Hall also use a paint job. Karasinski asked about painting the front of the Grange Hall. The Board agreed for Branley to put together the RFP for painting.

Contract for General Assessing with Marazoff Assessing
Branley stated he received an updated one year contract for general assessing with Marazoff Assessing for $25,000 per year. Consensus by the Board to enter into a contract with Marazoff Assessing for general assessing for 2025.

NON-PUBLIC SESSIONS
Non-public session(s) per RSA 91-A:3, II(b) Hiring of a Public Employee(s)

Motion was made by Tempesta to enter nonpublic session pursuant to RSA 91-A:3, II(b) Hiring of public employee(s), seconded by Hutwelker. All in favor by Roll Call and the ***motion passed.*** The Board entered nonpublic session at 5:56 p.m. Present was Sylvester Karasinski, W. William Hutwelker III, and James Tempesta. Also present was Town Administrator Michael Branley.

The Board met with consultants to discuss assistance with Town Administrator recruitment.

Motion was made by Tempesta to come out of non-public session, seconded by Hutwelker. All in favor by Roll Call and the ***motion passed***. Non-public session ended at 8:12 pm.

Non-public session(s) per RSA 91-A:3, II(b) Hiring of a Public Employee(s)

Motion was made by Tempesta to enter nonpublic session pursuant to RSA 91-A:3, II(b) Hiring of public employee(s), seconded by Hutwelker. All in favor by Roll Call and the ***motion passed.*** The Board entered nonpublic session at 8:13 p.m. Present was Sylvester Karasinski, W. William Hutwelker III, and James Tempesta. Also present was Town Administrator Michael Branley.

Motion was made by Tempesta to come out of non-public session, seconded by Hutwelker. All in favor by Roll Call and the ***motion passed***. Non-public session ended at 8:35 pm.

Motion was made by Tempesta to seal the minutes because divulgence of the information likely would affect adversely the reputation of a person other than a member of this Board, seconded by Hutwelker. All were in favor and the ***motion passed***.

Non-public session(s) per RSA 91-A:3 II(c) Reputation

Motion was made by Tempesta to enter nonpublic session pursuant to RSA 91-A:3, II(c) Reputation, seconded by Hutwelker. All in favor by Roll Call and the ***motion passed.*** The Board entered nonpublic session at 8:35 p.m. Present was Sylvester Karasinski, W. William Hutwelker III, and James Tempesta. Also present was Town Administrator Michael Branley.

Motion was made by Tempesta to come out of non-public session, seconded by Hutwelker. All in favor by Roll Call and the ***motion passed***. Non-public session ended at 9:05 pm.

Motion was made by Tempesta to seal the minutes because divulgence of the information likely would affect adversely the reputation of a person other than a member of this Board, seconded by Hutwelker. All were in favor and the ***motion passed***.

ADJOURNMENT

Motion to adjourn the meeting was made by Tempesta. The motion was seconded by Hutwelker without further discussion. All were in favor. ***Motion passed.*** Adjournment occurred at 9:05 p.m.

Respectfully Submitted,

Michael T Branley, Town Administrator

Approved on

Town of Swanzey, NH ABATEMENT# 2025-06

CR: _____
DB: 01-4999-4999-1-990

To the Collector of Taxes:

By vote of the Board of Selectmen upon the application of
McInerney, Jim & Jackie 248/43/0/CG0/74
Property owner name(s) Map/Lot

We have abated the amount of $ 311.61

Cause of abatement: To abate 2023 lien for camper per Tax Collector.

Per order, _____

_____

Date _____ _____
White = tax collector Yellow = finance Pink = book Swanzey Board of Selectmen

FORM **PA-7**

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

NOTICE OF INTENT TO CUT WOOD OR TIMBER

RECEIVED
FEB 03 2025
TOWN OF SWANZEY

For Tax Year April 1, 24 to March 31, 25

(Assigned by Municipality)

YR | TOWN | OP# | T

PLEASE TYPE OR PRINT *(If filling in form on-line; use TAB Key to move through fields)*

1. Town/City of: Swanzey

2. Tax Map/Block/Lot or USFS Sale Name & Unit No.
Map 254 Lot 38-1

3. Intent Type: Original ⊗ Supplemental ○ _____ (Original Intent Number)

4. Name of Access Road: Warmac Road

5a. Acreage of Lot: 6.95 Acreage of Cut: 4.5

5b. Anticipated Start Date: 2/10/25

6. Type of ownership (check only one):
- a. Owner of Land and Stumpage (Sole Owner) ●
- b. Owner of Land and Stumpage (Joint Tenants) ○
- c. Owner of Land and Stumpage (Tenants in Common) ○
- d. Previous owner retaining deeded timber rights ○
- e. Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements ○

REPORT OF CUT / CERTIFICATE TO BE SENT TO:
OWNER ○ OR LOGGER / FORESTER ●
BY MAIL ○ OR E-MAIL ●

7. I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first. I/We also assume responsibility for any yield tax which may be assessed. (If a corporation, an officer must sign.)
Attach a signature page for additional owners.

Jordan Driscoll 2/2/25
SIGNATURE (In Ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

Jordan Driscoll 2/2/25
PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

SIGNATURE (In Ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

Jordan Driscoll
PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

39 Warmac Road
MAILING ADDRESS

Swanzey | NH | 03446
CITY OR TOWN | STATE | ZIPCODE

E-MAIL ADDRESS

603-903-4143 | 603-903-4143
HOME PHONE (Enter number without dashes) | CELL PHONE (Enter number without dashes)

8. Description of Wood or Timber To Be Cut

Species	Estimated Amount To Be Cut
White Pine	30,000 MBF
Hemlock	MBF
Red Pine	MBF
Spruce & Fir	MBF
Hard Maple	MBF
White Birch	MBF
Yellow Birch	MBF
Oak	MBF
Ash	MBF
Soft Maple	MBF
Beech/Pallet/Tie & Mat Logs/ Pine Box	MBF
Other (Specify)	MBF
Pulpwood	**Tons**
Spruce & Fir	
Hardwood & Aspen	
Pine	
Hemlock	
Biomass Chips	100
Miscellaneous	
High Grade Spruce/Fir	Tons
Cordwood & Fuelwood	Cords

9. Species and Amount of Wood or Timber For Personal Use or Exempt.See exemptions on back of form.

Species	Amount:

10. By signing below, the Logger/Forester or person responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner, and certifies that they are familiar with RSA 227-J, the timber harvest laws.

[signature] 2/2/25
SIGNATURE (In Ink) OF PERSON RESPONSIBLE FOR CUT DATE

Chris Ricci
PRINT CLEARLY OR TYPE NAME OF PERSON RESPONSIBLE FOR CUT

88 March Hill Rd
MAILING ADDRESS

Walpole | NH | 03608
CITY OR TOWN | STATE | ZIPCODE

358-9079 | Chrisa.Ricci.44@gmail.com
PHONE NUMBER | E-MAIL ADDRESS

FOR MUNICIPAL ASSESSING OFFICIALS ONLY

The Selectmen/Municipal Assessing Officials hereby certify that:
1. All owners of record have signed the Intent;
2. The land is not under the Current Use Unproductive category;
3. The form is complete and accurate; and
4. Any timber tax bond required has been received. $ 0 Date: 2/3/25
5. The tax collector will be notified within 30 days of receipt pursuant to RSA 79:10.
6. This form to be forwarded to DRA immediately after signing.

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE | SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE | SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE | SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

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RAFFLE PERMIT
(RSA 287-A)

SYNOPSIS OF REQUIREMENTS OF RSA 287-A (RSA 287-A:1-11)

RSA 287-A allows raffles to be conducted by charitable, religious, educational charitable, civic, veteran and fraternal organizations, or political committee or party to promote the purposes for which they are organized. Tickets shall be sold only to persons 16 years of age or older. Tickets must have printed on their face the name of the organization, date, and place of the drawing, the prize(s) to be awarded, and the amount of the donation. Raffle Permits are required to be issued for raffles by the Selectmen of the Town where the drawing for the prize(s) will be held. Raffle tickets that are sold at an event lasting 12 hours or less do not need to obtain a raffle permit.

PERMIT# 2025-01

Name of Organization: Swanzey Cal Ripken League
is hereby licensed and authorized to operate and/or conduct a raffle at

Location where drawing will be conducted: Swanzey Ball fields; 120 South Road
located in Swanzey, New Hampshire.

Name of contact person: Alyssa Hodgman

Address: 60 Oliver Hill Road Swanzey NH 03446

Phone# 603-313-5158 Email: aahodgman5@gmail.com

Items(s) to be raffled (attach list if necessary): Gift Cards;
Calendar Raffle with Giftcard prizes each day/week

This license is valid, permitting sales of tickets, for the following dates:

6/1/25 to 8/1/25

Date of raffle drawing: June & July daily

Approved by: _____

_____

_____ Date: _____
Swanzey Selectmen

Agreement for Technical Advising Services

1. Agreement

This agreement (Agreement) dated February 4th 2025, is made by and between Rethink Local, Inc, a Vermont nonprofit corporation (Rethink Local), whose registered address is Suite 1000A - CO Rethink Local 145 Pine Haven Shores Rd Shelburne, VT 05482, and Town of Swanzey, New Hampshire, whose address is PO Box 10009, 620 Old Homestead Hwy, Swanzey, NH 03446 (Town), or collectively referred to as the "Parties".

2. Project Summary

This agreement is for Rethink Local to provide Town with technical advising services covering both search for a new Town Administrator and Interim Town Administrator services, per the terms and stipulations of the attached proposal in Appendix A.

3. Project Scope and Timeline

See Appendix A.

4. Cost & Payment Schedule

Project cost is a total of $8,200 per month. That is inclusive of all Rethink Local fees, including for search and interim Town Administrator services. These costs include all Rethink Local fees, such as travel and related costs. They do not include costs associated with outside fees such as postings to classified boards, etc.

This is the nonprofit/community organization rate provided to public entities, nonprofits, and social benefit organizations that align with Rethink Local's public benefit mission of supporting organizations that support local civic engagement and community resiliency.

4.1 Payment Due dates

- Payment #1: $8,200 by 2/28/25
- Payment #2: $8,200 by 3/31/25
- Payment #3: (if necessary) $8,200 by 4/30/25

*Payment 3 may be split by 50% if only the first two weeks of April are used (until the 14th), which shall be $4,100 due by 4/15/25.

4.2 **Payment can be made out to:**

Rethink Local, Inc

And mailed to:

Alex Torpey
PO Box 277
Tunbridge, Vermont 05077

Or by electronic check or funds transfer on schedule above.

5. General Terms

5.1 Rethink Local warrants that services will be provided in a professional and timely manner. All services will be deemed accepted unless Town notifies Rethink Local in writing to the contrary within three (3) business days of any service or product being delivered. Rethink Local shall not be liable for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by circumstances beyond its control or by failure of Town to deliver materials or decisions per the timeline in Appendix A.

5.2 Town is required to provide all assets, information, content and decisions in the requested timeline and in a professional and accessible manner. (See appendix)

5.3 _____ (name and title) shall be the primary point person for Town providing direction and approval of activities under this Agreement, and shall serve as the primary direction and oversight for day-to-day Interim Town Administrator operations and functions beyond general control of the Swanzey Board of the Selectmen.

5.4 This agreement may only be modified with written agreement from the Parties.

6. Intellectual Property

The Parties agree to retain exclusive ownership to any pre-existing Intellectual Property, and each retain non-exclusive ownership to all new Intellectual Property which may be jointly developed in the course of this agreement. If either party uses any preexisting Intellectual Property for this project, they grant the other party a permanent, non-exclusive, royalty free, non-revocable right to use that property for this project and any derivatives. The Parties warrant they have appropriate rights to use any content, information, or materials provided.

7. Association Rights

Rethink Local shall have the right to identify Town as a client.

8. Status and Independent Contractor

8.1 Rethink Local shall perform all services under this Agreement as an "independent contractor" and not as an employee or agent of Town. Rethink Local is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, Town or to bind Town in any manner. The Town shall owe no benefits, expressed, or implied, in any form to Rethink Local or Alex Torpey.

8.2 Notwithstanding the above, Alex Torpey, serving as Interim Administrator for Rethink Local, shall be empowered and obligated to promulgate activities and operations as the Town's Administrator under the direction of the Selectmen and under the direction of project point person pursuant to Section 5.3.

8.3 The Town shall provide Alex Torpey with any/all necessary equipment, access, information or authorization so as to properly effectuate the role of Interim Administrator.

8.4 Rethink Local shall warrant that any staff assigned to this project have a clear background check.

8.5 The staff from Rethink Local assigned to this project include:
- Alex Torpey

9. Mutual Non-Disclosure/Confidentiality

Neither Rethink Local nor Town shall, during the execution of this agreement or perpetually thereafter, disclose to anyone other than authorized individuals, or use, distribute, or divulge any information related to work performed under this Agreement that they have been provided in confidence.

10. Governing Law

This Agreement is construed and shall be interpreted in accordance with the laws of the State of New Hampshire, U.S.A.

11. Survivability

The parties' obligations, including this Survivability clause, shall survive the termination of this agreement.

12. Insurance

Rethink Local shall maintain general liability and errors and omissions insurance throughout the term of this agreement.

13. Signatures

The undersigned agree to the terms and conditions laid forth in this agreement and authorize that they may sign for their respective organization.

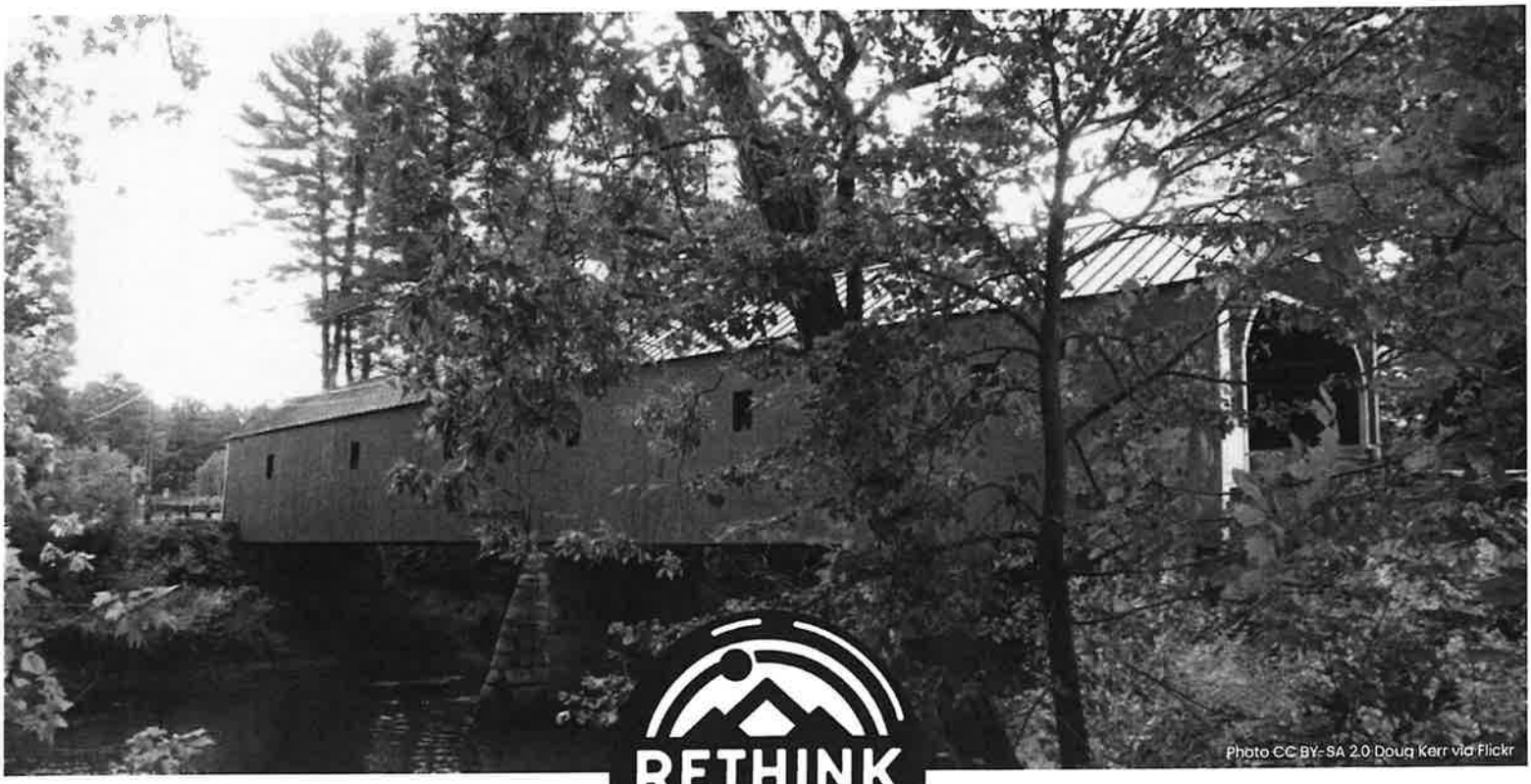
_____ _____

_____ For Town of Swanzey Date

_____ _____

Alex Torpey for Rethink Local Date

Appendix A - Proposal detailing additional terms, timelines, and stipulations



Proposal for Town Administrator Recruitment

Swanzey, New Hampshire

Submitted by Rethink Local 1/27/25

Update provided based on Selectmen feedback 1/30/25

About Rethink Local

How are we different and why is that important?

Rethink Local was founded in 2024. We are not a typical municipal consulting company. Rather, as a 501c3 nonprofit, our purpose is to improve civic engagement and resilience and support strong local communities. We do this by creating free nonpartisan public resources, collaborating and supporting a range of programs and projects with other nonprofits and stakeholders, and providing affordable technical assistance to nonprofits and governments aligned with our mission and values.

By working with us you are directly supporting free, nonpartisan programs. So far our work includes:

- **The Upper Valley Vibes podcast.** Highlighting community leaders, topics, and issues such as Town Meeting engagement, civic participation, local leadership, and local media.
- **New England Municipal Managers email group.** A free resource to improve collaboration between Town Managers/Administrators in New Hampshire and Vermont with 65 members and growing.
- **Grants, municipal cost efficiencies, mentorship, and community education.** We work with nonprofits, planing commissions, government associations, and local officials to advance programs and projects that help improve service delivery and connect people to their local governments and to each other, as well as provide a range of direct education resources.

Our Board of Directors

Yoshi Manale, Director	**Alex Torpey** Founder, President, Executive Director	**Eric Duffy,** Director
Currently Claremont, NH City Manager	*Formerly Hanover, NH Town Manager*	*Currently Woodstock, VT Municipal Manager*

Our experience and work

Alex has been working in and around local government for 15 years, serving as the nonpartisan mayor of his hometown, a professor in an MPA program, municipal manager, volunteer EMT, and consultant. Alex has overseen more than 500 municipal employees across four towns, directly recruited dozens of senior-level positions, rebuilt personnel policies, and implemented an array of programs ranging from public engagement, community development, budget planning, and more. Alex frequently writes and lectures on these topics, such as about HR/recruitment at the NHMA Annual Conference and public engagement at the International City/County Management Association. His latest article is about bringing the Ted Lasso coaching mindset to local government leadership, which you can find online below. Alex is also a consultant for UMass Boston's Collins Center for Public Management, primarily working on human resources and shared services. You can find articles, podcasts, and updates at rethinklocal.us or alextorpey.substack.com.

Via Rethink Local, Alex is currently implementing a strategic planning process for the Chandler Center for the Arts in Randolph, Vermont, and is starting work with the Vermont League of Cities and Towns (NHMA equivalent) to develop new onboarding workshops for municipal officials.

Town Administrator Recruitment

As an organization with combined 40 years of municipal experience on our Board, Rethink Local has a unique perspective on how to make a recruitment process successful. We believe finding a great CAO/CEO that is a good match is one of the most important decisions a Governing Body can make.

Updated: Core responsibilities and deliverables

This is an aggressive timeline that will require quick turnaround on deliverables to complete, including assistance in some candidate coordination from Town Staff in Human Resources and significant work the week of February 3rd to begin the project including existing job descriptions, etc

February 3rd	Finalize agreement	Finalize agreement and project plan, set key stakeholders, and constitute search committee if applicable
Early February	Goals Identification	Help you flesh out your goals, needs, concerns, and constraints for a new TA, including with feedback from stakeholders such as department heads or community members if requested
Early February	Profile creation	Create a compelling, personable, and accurate job profile and recruitment brochure that sparks the interest of people who would be a good match for you and Swanzey, including website and/or video
Mid/Late February (3 week initial review period)	Posting	Post and distribute job profile on various job boards and mediums, such as NHMA, VLCT, ICMA, etc
End of February	Current TA Offboarding	Capture important information and documentation and ensure a smooth transition and offboarding from your current Town Administrator
Late February/Early March	Candidate evaluations	Help you evaluate and vet applicants in a thoughtful and EEO compliant fashion through screening and interview processes both virtual and in person
Anticipate by end of March/Early April	Identify finalist and terms and provide any final documentation	After identifying finalist, run background check, reference checks, and assist in negotiating a fair employment agreement/terms and provide the successful candidate and the Selectmen any information or documentation to assist with the onboarding of your new TA at their start date, including any requested program/policy evaluations

Updated: We can do this in the following cost/time structure:

Support & Search

We lead the search with a two - three month timeline

Additionally, up to 18 hours/week of Interim TA support in priority areas, with two days/week in office. Anticipate Monday + Tuesday 10-5pm.

Includes program/policy evaluation and report generation at Selectmen direction

Combined fee of $8,200/month for each February, March, and April, if necessary (Monthly fee includes search and interim costs)

Updated: Additional information

- Scheduling: February would not include Monday/Tuesday schedule until the week of 2/17, but will include virtual meetings before that and moving quickly with remote time to quickly complete the job description and profile, and may include an in person meeting if needed. Alex is taking time off the week of March 10th or March 17th and will not be available in person one of those two weeks (but will average out the time virtually and in other weeks that month).
- April can be prorated in two-week blocks (meaning half the cost if the project completes within first two weeks)
- Interim requires Selectmen and staff assistance, for example assistance coordinating candidate schedules and interviews and/or triaging time sensitive issues as they come up
- Timeline assumes the completion of required deliverables by Town on provided schedule.
- The new candidate may not start at the end of four months, but this schedule anticipates having the finalist chosen and a start date in place by June on a February, March, April, May project period.
- Above costs include all Rethink Local fees, travel, etc. They do not include costs for any classified job postings, advertising, or outside fees.
- All Rethink Local work hours are Monday - Thursday 8a-4p with exceptions for occasional evening or Friday meetings or in office time. Additional terms for interim or fulltime apply.
- Rethink Local guarantees the ability to provide the Town with qualified candidates post initial-screening assuming that the position's agreed upon pay, benefits, and terms are reasonably consistent with industry and market standards. It will be up to Town officials to make determinations about final decisions from the pool of qualified candidates.

66 Main Street, Suite B
Plymouth, NH 03264

119 International Drive
Portsmouth, NH 03801

Municipal
Resources, Inc.

Telephone: (603) 279-0352
Toll Free: (866) 501-0352

all@mrigov.com
www.mrigov.com

UNIQUE SERVICES IN PUBLIC SECTOR RECRUITMENT

MRI has 35 years of experience with public sector executive recruitments and our record for helping towns and cities select candidates with the right "fit" is impressive. By investing time and energy to learn about the specific challenges of the job and understand the personality of the community, we can identify candidates with the right blend of management skill, leadership style, values, philosophy, and approach to ensure a "fit" for success and long tenure. Although our focus is New England, we have provided services to more than 750 municipalities throughout New England and beyond. We use this "reach" to benefit our clients. In conducting recruitment and selection services, we endeavor to do more than merely match candidates to job openings:

- We profile *your* community in a way that highlights the unique attributes that make it a desirable opportunity for potential candidates.

  - We work closely with you to understand the leadership and management aspects of the position that may be unique to your community in order to establish and clarify job expectations.

  - We actively seek out and recruit candidates that we think would be a good match for your community.

  - We work closely with each applicant to help them understand the position requirements and the expectations you have for the successful candidate while keeping them abreast of their status at each step in the selection process.

  - We recognize that the client is not only hiring a senior executive but may very well be bringing an entire family into the community. Consequently, we work with the applicants to enable them to learn as much as possible about the region as well as the client community, and we help the client prepare to support the assimilation of the new manager. We are also careful to ensure that economic expectations and family needs or special circumstances are clearly understood early in the selection process.

- We stay actively involved through the final selection and formal appointment. Our objective is to initiate and establish long-term, successful relationships between the individuals we help place and our clients.

We understand that every community is different; therefore, every search is different. MRI works hard to understand the intricacies and uniqueness of each client's organization, and then tailors the process to meet their specific needs and expectations.

RECRUITMENT "ASSISTANCE" OVERVIEW

In certain situations MRI is able to offer a Recruitment "Assistance" Package. This package allows the client to leverage MRI's technical expertise and recruitment administration services without the full level of community and client engagement that is offered in our Comprehensive Recruitment. These packages are based on an hourly rate that blends the usual rate for our administrative recruitment staff with the rate of our lead recruiter(s) assigned to the team. Historically, the cost for an "Assistance" package is less than $5000.00 (five thousand dollars).

The scope of a typical "Assistance" package can be found below:

1. We can develop ad copy, recommend advertising venues, and coordinate placement of the ads (advertising costs are billed directly to the client unless otherwise agreed). Resumes are typically received for 30 days, and, with the authorization of the client, can be reviewed on a "rolling" basis in order to expedite the hiring process in an extremely competitive hiring environment.

2. We can assist the hiring authority, as desired, throughout the selection and hiring process.

3. We can research MRI's database and contact potential candidates from other similar recruitments we have conducted in the past 12 months.

4. We can canvas MRI's professional network to identify and reach out to promising potential candidates to invite their application.

5. We will receive and hold all resumes in confidence until the semi-finalists are chosen for an interview. We have found that assured confidentiality will increase the number and quality of applicants rather significantly. We acknowledge receipt of all resumes and keep candidates apprised of their status at each selection point throughout the process.

6. We can screen and review all resumes.

7. We can distribute essay questions to the top tier candidates. The essay questions will focus on areas of special interest to the Town.

8. We can conduct a web search of the top candidates and canvas our consultants, to identify potential issues or controversies in other employment situations.

9. We can conduct telephone interviews with the remaining candidates, placing the focus on current position and reasons for leaving; career history of successes and failures; future personal and professional goals; and their understanding of best practices and contemporary professional thinking in the field, and if included, essay responses. We forward the submittals of the top candidates to the client for local interviews with the hiring authority.

10. We can assist and prepare a Screening/Search committee and/or the hiring authority for interviews and facilitate those interviews, providing technical input, if desired.

ADVERTISING ALLOWANCE

We suggest an advertising budget of **$1,000.00**. Advertising venues will be selected upon consultation with the client and MRI will be reimbursed for advertising expenses.

OPTIONAL – FINAL CANDIDATE BACKGROUND CHECK

Once a candidate and the client have signed a conditional offer of employment, MRI will perform an in-depth background check on the final candidate which shall include, but not be limited to, previous employment, and criminal and motor vehicle records checks for a flat fee of **$1,500.00**. If the client selects this option, it will be billed separately upon completion.

FEES AND CHARGES

Our services for this recruitment/selection assistance process will be provided at an **hourly rate of $115.00.** Since this is not a comprehensive recruitment package, the client will pay for only those steps in the process that are authorized by the client.

TOWN OF SWANZEY

620 OLD HOMESTEAD HIGHWAY
P.O. BOX 10009
SWANZEY, NH 03446-0009
TOWN HALL (603) 352-7411 FAX (603) 355-8099
WWW.SWANZEYNH.GOV

MEMORANDUM

TO: Board of Selectmen

FROM: Katrina Burton, Administrative Assistant/Whitcomb Hall Coordinator

RE: Whitcomb Hall Rental

DATE: February 3, 2025

CC: Town Administrator

We have just received an inquiry from a Greek food truck owner interested in renting Whitcomb Hall once a week so that she can use the kitchen to prepare food for her truck. She would be using the kitchen for three hours each time to do some baking. She would bake, clean the space, and take her product and wares home.

We usually have Tuesdays open, except once a month when the Legion meets. I spoke to her about that, and she said she could always change days when a Tuesday has something else going on.

I am looking for approval or denial by the Board on this proposed endeavor. Thank you, in advance, for your consideration.

EMPLOYMENT CONTRACT

Agreement made this ___ day of _____ 2025, by, and between the TOWN OF SWANZEY, New Hampshire (hereinafter called the "Town") and Eric Mattson of Swanzey, New Hampshire (hereinafter called the "Employee").

WHEREAS, the TOWN is desirous to retain Eric Mattson to serve as the Fire Chief of Swanzey, to be responsible for overseeing the administrative control and daily operations of the Town's Fire Department.

WHEREAS, Eric Mattson is willing to perform the duties of the position of Fire Chief according to the terms and conditions of this Employment Contract (hereinafter referred to as the "Contract").

NOW, THEREFORE, the Town and Eric Mattson hereby agree that the following terms and conditions shall govern the Employee's employment by the Town.

1. TERM OF EMPLOYMENT
   The term of this agreement shall be for period of February 2, 2025 to April 11, 2026. Prior to January 12, 2026 either party may request, in writing, the negotiation of a new agreement for an additional period of time. If the other party fails to respond, or the parties are unable to reach an agreement, then this agreement shall expire in accordance with its terms, and the employee's employment with the Town shall not be renewed. Notwithstanding the foregoing, the parties may, by mutual consent, enter into a new agreement at any time.

2. DUTIES
   Employee shall be a full-time employee and agrees to dutifully and faithfully perform and fulfill the duties and responsibilities of the position of Fire Chief as detailed in the position description (Attachment 1) and as it may be amended from time to time by the Board of Selectmen. Employee shall work under the authority of the Board of Selectmen and the daily supervision of the Town Administrator. Except as expressly stated herein, Employee's employment with the Town is subject to the same rules, regulations and policies applicable to other Town employees as may be adopted and amended from time to time by the Board of Selectmen.

3. EXTENT OF SERVICES
   Employee agrees to devote full time, the time and energy reasonably necessary to faithfully perform the duties of the Fire Chief. Employee shall not engage in any outside employment.

   The position of Fire Chief is classified as exempt from the provisions of the Fair Labor Standards Act and is not eligible for overtime pay or compensatory time for hours worked in excess of the Town's standard workweek. The Employee may devote a great deal of time outside normal office hours to the business of the Town, although his normal work schedule shall consist of a forty (40) hour workweek.

4. HEALTH, DENTAL AND OTHER INSURANCES
   The Town agrees to provide medical and dental insurance to the Fire Chief, spouse and eligible dependents, subject to the policies and premium cost sharing requirements set by the Board of Selectmen for other regular full time employees of the Town receiving these benefits. Policies applying to other regular full time employees eligible to

participate in Town insurance programs which provide opportunity to opt out of coverage shall also apply. The Employee shall be eligible to receive life insurance and short-term disability insurance benefits provided other regular full time employees of the Town subject to policies and premium cost sharing requirements set by the Board of Selectmen for other regular full time employees receiving these benefits. These insurance benefits shall be provided subject to the terms and conditions of the Town's carrier chosen by the Board of Selectmen. The Employee shall be subject to changes in policy related to the following benefits for full time employees made by the Board of Selectmen. Subject to such changes, the following insurance benefits are currently provided:

a) *Health Insurance*
The Town currently provides and pays 85% of the premium for a single, two person or family health plan for regular full-time employees based on the individual, two person or family plan needs of the employee and the type of plan chosen (HMO or POS). Currently the Town is paying 85% of the cost of the AB20 plan regardless of plan selected. Employees electing coverage shall pay the balance of premium for the plan selected is 15% through payroll deduction. The employee's share of premium for the plan and coverage level selected shall be paid on a weekly basis through payroll deduction pro-rated over 48 weeks annually (4 weeks per month).

b) *Dental Insurance*
The Town currently provides and pays 85% of the premium for a single, two-person or family dental plan for regular full-time employees based on the individual, two person or family plan needs of the employee. Employees electing coverage shall pay the balance of premium for the plan selected (15%) through payroll deduction. The employee's share of premium for the plan and coverage level selected shall be paid on a weekly basis through payroll deduction pro-rated over 48 weeks annually (4 weeks per month).

c) *Payment in Lieu of Health Insurance*
If the Employee obtains health coverage for himself, spouse and his dependents through another option, and they so choose, he may currently elect, upon receipt by the Town of written verification that the benefit is received by some other means, to receive taxable income in an amount calculated as 60% of the total premium for a single insurance plan rounded up to the nearest ten (currently $670 per month), distributed on a monthly basis and included in the payroll check received on the third Thursday of the month. To be eligible for this payment, the Employee must initially present proof of health insurance coverage through other means and demonstrate its continuation at least annually thereafter.

d) *Life Insurance*
The Town shall provide the Employee with a life insurance policy. The policy value shall be $20,000. At age 65, benefits under the policy are reduced by 35%. At age 70 benefits under the policy are reduced 50%. These reductions in benefits are in accordance with the terms of the policy provided by the current carrier. The Board of Selectmen reserve the right to determine which company provides the life insurance.

e) *Short Term Disability Insurance*
The Town shall provide to the Employee a disability income insurance policy which currently provides that, should an employee become injured or ill off the job, an

indemnity benefit is paid to the employee for a maximum of twenty-six (26) weeks from the date of injury or illness or until an employee returns to work or terminates employment. The maximum length of disability benefits provided under this plan is twenty-six (26) weeks. Maximum weekly benefit to be paid to the employee shall be 60% of regular weekly base pay.

f) Long Term Disability Insurance
The Town shall provide to the Employee a long term disability income insurance policy which applies after completion of short-term disability (STD) and provides that, should an employee become injured or ill off the job, an indemnity benefit is paid to the employee.

5. PROFESSIONAL DEVELOPMENT, DUES AND SUBSCRIPTIONS
The Town recognizes the need for the professional development of the Employee and agrees that the Employee shall be given adequate opportunities to develop his skills and abilities as a Fire Chief provided they do not interfere with the operation of the Town. The Town will budget and pay for the reasonable professional dues for participation in national, regional and state and local associations and organizations, subscriptions and conference and training expenses (including travel and lodging in accordance with the travel, training and conference policies of the Town) which shall be subject to approval by the Employer, in its sole discretion and as it deems necessary (which discretion shall be reasonably exercised, having in mind the best interests of the Town of Swanzey and professional development of the Employee) for professional development programs.

6. AUTOMOBILE
The Town shall provide a municipal vehicle for use by the Employee to be used in conjunction with performance of the duties of Fire Chief. The Employee shall may use the municipal vehicle assigned to him for commuting and de minimis personal use. Examples of use which could be characterized as de minimis in nature would be stopping to do errands of a personal nature which are on the way home or in the course of conducting municipal business. Transporting of family members in municipal vehicles is generally not permitted unless related to municipal business or in cases of emergency. Use of Town vehicles by the Employee shall comply with the Use of Town-Owned Vehicles Policy.

7. CELL PHONE
The Town recognizes that communications are an essential component of the position and the Employee will be assigned a Town cell phone for work and de minimis personal use. The Employee shall have no expectation of privacy when using the Town cell phone.

8. DISCIPLINE, TERMINATION OF EMPLOYEE AND SEVERANCE
The Board of Selectmen, may suspend without pay or terminate the employment of the Employee for cause during the term of this Agreement.

"Cause" shall include corruption, significant or repeated infraction of the rules or policies governing the Town and/or the Police Department, conviction of a crime involving fraud or dishonesty, conviction of a felony, or conviction of a misdemeanor resulting in sentence to imprisonment for a term, insubordination, neglect of duties, or failure to carry out a lawful order of the Board which results in significant injury to the Town. Cause shall also include failure to satisfy any condition of employment in Section

15 of this Contract. Before terminating the Employee for cause, the Board shall be obligated to provide Employee written notice of the charges, at least ten days before a meeting, and after said meeting, the Board shall vote whether to terminate the Employee for cause. Should the Board vote to terminate the Employee for cause, then the Town shall not be obligated to pay the Employee any severance pay or payout of vacation time.
Discipline other than unpaid suspension or termination may be done consistent with Town policies, rules, and regulations.

In the event the Employee voluntarily resigns his position with the Town, the Employee shall give the Town one (1) month written notice in advance, unless the parties agree otherwise. Should the Employee fail to provide sufficient notice, the Employee will not be paid for any unused, accrued vacation leave, which shall be forfeited. Such notice of resignation shall be directed to the Board of Selectmen. If the Employee voluntarily resigns with proper notice, he shall not be entitled to any additional compensation or benefits after the date of resignation, except he shall be paid for all unused, accrued vacation leave conditioned on providing sufficient notice.

9. COMPENSATION
An annual starting salary of $100,100 is established for this full time position classified as exempt under the Fair Labor Standards Act, which pay shall accrue at the rate of $1925 per week.

The Town agrees to performance based compensation increases, in the sole discretion of the Board of Selectmen, after the employee's annual review (if this Agreement is renewed).

10. PERFORMANCE EVALUATION
The Board of Selectmen shall review and evaluate the Employee's performance as Fire Chief annually. Said review and evaluation shall include goals and objectives developed by the Board of Selectmen and the Employee. Upon completing the evaluation, the Employee shall be provided with a written copy of the evaluation. There shall be an adequate opportunity for the Employee to discuss the evaluation with the Board of Selectmen and respond in writing should the Employee choose to do so.

11. RETIREMENT
As a full-time firefighter in accordance with state statute the employee shall be enrolled by the Town in Group II of the NH Retirement System.

12. VACATION AND OTHER LEAVES
Vacation leave shall accrue monthly at a rate of eleven & two thirds (11 2/3) hours per month at a rate of 140 hours annually and be allowed to carry over at year end no more than 160 hours. The Employee shall be authorized to use accrued vacation time as approved by the Board of Selectmen and in compliance with Town policy. The Fire Chief shall be subject to changes in policy related to vacation and other leave benefits for full time employees made by the Board of Selectmen.

Employee shall be eligible for other leaves, such as holiday leave, floating holiday leave, bereavement leave, jury duty, family medical leave, etc. prescribed by Town policy for regular full time employees working a 40 hour work week in accordance with the terms and conditions of such policies adopted and as may be amended from time to time by the Board of Selectmen. Records documenting the Employee's use of vacation or other

types of leave shall be filed at the Finance Office through completion of the Town's salaried employee time record submitted in accordance with the deadlines established to facilitate payroll processing.

a) *Holidays*
The Fire Chief shall receive ten (10) paid holidays as approved for all similar employees by the Board of Selectmen on an annual basis.

b) *Floating Holidays*
The Fire Chief is entitled to 2 floating holidays per calendar year. Floating holidays must be taken during the calendar year of entitlement and shall not accrue beyond the end of a calendar year. Unused floating holidays shall not be compensable at the end of a calendar year.

c) *Bereavement Leave*
The Fire Chief shall receive up to one regularly scheduled work week off with pay for the death of a member of their immediate family to arrange and attend funerals. Immediate family shall be defined as spouse, mother, father, mother-in-law, father-in-law, children, sister, brother, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren.

d) *Jury Duty*
If the Fire Chief is summoned and reports for jury duty as prescribed by law, he shall be paid by the Town an amount equal to the difference between the amount of wages the employee would have earned by working during their regular work schedule for that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursement for expenses), for each day on which they otherwise would have been paid.

e) *Family and Medical Leave Act*
The Fire Chief is eligible for Family and Medical Leave (FMLA). Employees taking Family or Medical Leave shall be entitled to return to their original job, or an equivalent job with equivalent pay, benefits and other conditions, upon return from FMLA leave.

f) *Sick Leave*
Sick leave shall be earned at a rate of 20 hours per quarter and credited on a quarterly basis in the first pay period including January 1, April 1, July 1 and October 1. The Fire Chief may carry over at year end a maximum of 240 hours of sick leave. The Town shall not pay out for unused sick leave.

13. 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. Provided however, this provision shall not apply in a dispute between the Town and the Employee.

14. BONDING

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

15. CONDITIONS OF EMPLOYMENT
The Fire Chief's employment is contingent upon maintaining the following: residency within the Town of Swanzey and all necessary and appropriate New Hampshire certifications, including but not limited to NH Firefighter Level II, Emergency Medical Technician-Intermediate, and NH Fire Officer II.

16. LAWS GOVERNING
This Contract shall be construed and governed by the Laws of the State of New Hampshire and any dispute arising under this contract shall be heard in the superior court of New Hampshire.

17. SEVERABILITY OF PROVISIONS
If any clause or provision of this Contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby.

18. MISCELLANEOUS
No change or modification of this Contract shall be valid unless in writing and signed by both of the parties. This Contract may be amended at any time by mutual consent of the parties in writing signed by both parties.

_____
Eric Mattson, Fire Chief

Date:

TOWN OF SWANZEY
BOARD OF SELECTMEN

_____
Sylvester Karasinski, Chair

_____
W. William Hutwelker, III

_____
James Tempesta

Date:

EMPLOYMENT CONTRACT

Agreement made this ____ day of _____ 2025, by, and between the TOWN OF SWANZEY, New Hampshire (hereinafter called the "Town") and Joseph DiRusso of Swanzey, NH (hereinafter called the "Employee").

WHEREAS, the TOWN is desirous to retain Joseph DiRusso to serve as the Director of Public Works of Swanzey, to be responsible for overseeing the administrative control and daily operations of the Town's Public Works Department, including wastewater operations.

WHEREAS, Joseph DiRusso is willing to perform the duties of the position of Director of Public Works according to the terms and conditions of this Employment Contract (hereinafter referred to as the "Contract").

NOW, THEREFORE, the Town and Joseph DiRusso hereby agree that the following terms and conditions shall govern the Employee's employment by the Town.

1. TERM OF EMPLOYMENT
   The term of this agreement shall be for period of February 2, 2025 to February 3, 2030. Prior to November 3, 2029 either party may request, in writing, the negotiation of a new agreement for an additional period of time. If neither party requests a new agreement by that date, or if the party receiving such a request fails to respond, or the parties are unable to reach an agreement, then this Contract shall expire in accordance with its terms, and the employee's employment with the Town shall not be renewed. Notwithstanding the foregoing, the parties may, by mutual consent, enter into a new agreement at any time.

2. DUTIES
   Employee agrees to dutifully and faithfully perform and fulfill the duties and responsibilities of the position of Director of Public Works as detailed in the position description (Attachment 1) and as it may be amended from time to time by the Board of Selectmen. Employee shall work under the authority of the Board of Selectmen and the daily supervision of the Town Administrator. Except as expressly stated herein, Employee's employment with the Town is subject to the same rules, regulations and policies applicable to other Town employees as may be adopted and amended from time to time by the Board of Selectmen.

3. EXTENT OF SERVICES
   Employee shall be a full time employee and agrees to devote time to the duties and responsibilities of the position, which is the time and energy reasonably necessary to faithfully perform the duties of the Director of Public Works. Employee shall not engage in any outside employment.

   The position of Director of Public Works is classified as exempt from the provisions of the Fair Labor Standards Act and is not eligible for overtime pay or compensatory time for hours worked in excess of the Town's standard workweek. The Director of Public Works may devote a great deal of time outside normal office hours to the business of the Town, although his normal work schedule shall consist of a forty (40) hour workweek.

4. HEALTH, DENTAL AND OTHER INSURANCES

The Town has offered medical and dental insurance to the Director of Public Works, spouse and eligible dependents and he has declined said insurances and payment in lieu of health insurance offered to other Town employees in exchange for vacation leave outlined in section 12. The Employee shall be eligible to receive life insurance and short-term disability insurance benefits provided other regular full time employees of the Town subject to policies and premium cost sharing requirements set by the Board of Selectmen for other regular full time employees receiving these benefits. These insurance benefits shall be provided subject to the terms and conditions of the Town's carrier chosen by the Board of Selectmen. The Employee shall be subject to changes in policy related to the following benefits for full time employees made by the Board of Selectmen. Subject to such changes, the following insurance benefits are currently provided:

a) *Life Insurance*

The Town shall provide the Employee with a life insurance policy. The policy value shall be $20,000. At age 65, benefits under the policy are reduced by 35%. At age 70 benefits under the policy are reduced by 50% from the original amount. These reductions in benefits are in accordance with the terms of the policy provided by the current carrier. The Board of Selectmen reserve the right to determine which company provides the life insurance.

b) *Short Term Disability Insurance*

The Town shall provide to the Employee a disability income insurance policy which provides that, should an employee become injured or ill off the job, an indemnity benefit is paid to the employee for a maximum of twenty-six (26) weeks from the date of injury or illness or until an employee returns to work or terminates employment. The maximum length of disability benefits provided under this plan is twenty-six (26) weeks. Maximum weekly benefit to be paid to the employee shall be 60% of regular weekly base pay.

c) *Long Term Disability Insurance*

The Town shall provide to the Employee a long term disability income insurance policy which applies after completion of short-term disability (STD) and provides that, should an employee become injured or ill off the job, an indemnity benefit is paid to the employee.

5. PROFESSIONAL DEVELOPMENT, DUES AND SUBSCRIPTIONS

The Town recognizes the need for the professional development of the Employee and agrees that the Employee shall be given adequate opportunities to develop his skills and abilities as a Director of Public Works provided they do not interfere with the operation of the Town. The Town will budget and pay for the reasonable professional dues for participation in national, regional and state and local associations and organizations, subscriptions and conference and training expenses (including travel and lodging in accordance with the travel, training and conference policies of the Town) which shall be subject to approval by the Employer, in its sole discretion and as it deems necessary (which discretion shall be reasonably exercised, having in mind the best interests of the Town of Swanzey and professional development of the Employee) for professional development programs.

6. AUTOMOBILE

The Town shall provide a municipal vehicle for use by the Employee to be used in conjunction with performance of the duties of Director of Public Works. The Employee may use the municipal vehicle assigned to him for commuting and de minimis personal use. Examples of use which could be characterized as de minimis in nature would be stopping to do errands of a personal nature which are on the way home or in the course of conducting municipal business. Transporting of family members in municipal vehicles is generally not permitted unless related to municipal business or in cases of emergency. Use of Town vehicles by the Employee shall comply with the Use of Town-Owned Vehicles Policy.

7. CELL PHONE
The Town recognizes that communications are an essential component of the position. The Employee will be assigned a Town cell phone for work and de minimis personal use with no expectation of privacy when using the Town cell phone or the Employee may opt for a monthly $50 stipend towards his personal cell phone in lieu of a Town cell phone.

8. DISCIPLINE, TERMINATION OF EMPLOYEE AND SEVERANCE
The Board of Selectmen, may terminate the employment of the Employee for cause during the term of this Contract.

"Cause" shall include corruption, significant or repeated infraction of the rules or policies governing the Town and/or the Police Department, conviction of a crime involving fraud or dishonesty, conviction of a felony, or conviction of a misdemeanor resulting in sentence to imprisonment for a term, insubordination, neglect of duties, or failure to carry out a lawful order of the Board which results in significant injury to the Town. Cause shall also include failure to satisfy any condition of employment in Section 15 of this Contract. Before terminating the Employee for cause, the Board shall be obligated to provide Employee written notice of the charges, at least ten days before a meeting, and after said meeting, the Board shall vote whether to terminate the Employee for cause. Should the Board vote to terminate the Employee for cause, then the Town shall not be obligated to pay the Employee any severance pay or payout of vacation time.

The Board of Selectmen may terminate the Employee without cause, in which event the Town and the Employee agree that the Town shall pay to the Employee a lump sum severance payment equal to three (3) months' salary.

In the event the Employee voluntarily resigns his position with the Town, the Employee shall give the Town three (3) months written notice in advance, unless the parties agree otherwise. If the Employee voluntarily resigns, he shall not be entitled to salary after the date of resignation.

If Employee is to be disciplined the Town shall follow the same procedures relative to cause dismissal provided in this section.

9. COMPENSATION
An annual starting salary of $2,154 gross per week ($112,008 gross if annualized) is established for this full time position classified as exempt under the Fair Labor Standards Act.

The Town agrees to performance-based compensation increases if warranted (in the Board of Selectmen's sole discretion) after the employee's annual performance review.

10. PERFORMANCE EVALUATION
The Board of Selectmen shall review and evaluate the Employee's performance as Director of Public Works annually. Said review and evaluation shall include goals and objectives developed by the Board of Selectmen and the Employee. Upon completing the evaluation, the Employee shall be provided with a written copy of the evaluation. There shall be an adequate opportunity for the Employee to discuss the evaluation with the Board of Selectmen and respond in writing should the Employee choose to do so.

11. RETIREMENT
The Town provides the Employee the opportunity to participate in the ICMA Retirement Corporation Deferred Compensation Plan Program. Contributions: Under Internal Revenue Service Regulations, employees may contribute to the Plan a portion of their salary to the maximum allowed by Federal Regulation. Contributions made on behalf of the Employee by the Town must be included in calculating the maximum contribution permitted. All contributions made to the Plan, by, or on behalf, of the Employee are subject to Social Security Taxes and/or Medicare Taxes. The Employee will set aside 5 percent or more of his regular weekly salary into the ICMA Retirement Corporation Deferred Compensation Plan Program and will receive a Town contribution on his behalf of 7 percent of his regular weekly salary. Regular weekly salary is that which is received by the Employee for the regular base work week excluding earnings such as overtime, longevity pay, stipends and other miscellaneous earnings.

12. VACATION AND OTHER LEAVES
Vacation leave shall accrue monthly at a rate of twenty-six (26) hours per month (312 hours annually) and be allowed to carry over at year end no more than 160 hours. The Employee shall be authorized to use accrued vacation time as approved by the Board of Selectmen and in compliance with Town policy. The employee voluntarily agrees there shall be no payout of unused vacation time.

Employee shall be eligible for other leaves outlined below prescribed by Town policy for regular full time employees working a 40-hour work week in accordance with the terms and conditions of such policies adopted and as may be amended from time to time by the Board of Selectmen. Records documenting the Employee's use of vacation or other types of leave shall be filed at the Finance Office through completion of the Town's salaried employee time record submitted in accordance with the deadlines established to facilitate payroll processing.

a) *Holidays*
The Employee shall receive ten (10) paid holidays as approved for all similar employees by the Board of Selectmen on an annual basis.

b) *Floating Holidays*
Employee shall not receive floating holiday leave.

c) *Bereavement Leave*
The Employee shall receive up to one regularly scheduled work week off with pay for the death of a member of his immediate family to arrange and attend funerals. Immediate family shall be defined as spouse, mother, father, mother-in-law, father-

in-law, children, sister, brother, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren.

d) *Jury Duty*
If the Employee is summoned and reports for jury duty as prescribed by law, he shall be paid by the Town an amount equal to the difference between the amount of wages the employee would have earned by working during their regular work schedule for that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursement for expenses), for each day on which they otherwise would have been paid.

e) *Family and Medical Leave Act*
The Employee is eligible for Family and Medical Leave (FMLA). Employees taking Family or Medical Leave shall be entitled to return to their original job, or an equivalent job with equivalent pay, benefits and other conditions, upon return from FMLA leave.

f) *Sick Leave*
Employee shall not receive sick leave.

13. 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. Provided however, this provision shall not apply in a dispute between the Town and the Employee.

14. BONDING
The Town shall pay the full cost of any fidelity or other bonds required of the Employee by the Town or under law.

15. CONDITIONS OF EMPLOYMENT
The Director's continued employment is contingent upon maintaining the following: residency within the Town of Swanzey or within 15 miles and a class B commercial driver's license (CDL-B). The Employee's failure to satisfy any of these conditions will result in termination of employment for cause.

16. LAWS GOVERNING
This Contract shall be construed and governed by the Laws of the State of New Hampshire and any dispute arising under this contract shall be heard in the superior court of New Hampshire.

17. SEVERABILITY OF PROVISIONS
If any clause or provision of this Contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby.

18. MISCELLANEOUS
This is the entire agreement between the Town and the Employee. No change or modification of this Contract shall be valid unless in writing and signed by both of the

parties. This Contract may be amended at any time by mutual consent of the parties in writing signed by both parties.

_____
Joseph DiRusso, Director of Public Works

Date:

TOWN OF SWANZEY
BOARD OF SELECTMEN

_____
Sylvester Karasinski, Chair

_____
W. William Hutwelker, III

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James Tempesta

Date: