

TOWN OF LITCHFIELD, NEW HAMPSHIRE  
EMPLOYMENT CONTRACT

ORIGINAL

**AGREEMENT** made this 12 day of March 2018, by and between the Town of Litchfield (hereinafter "EMPLOYER") and Troy Brown (hereinafter "EMPLOYEE").

**WHEREAS** the EMPLOYER desires to employ the services of EMPLOYEE as Town Administrator as authorized by Article 5 of the March 9, 2010 Annual Town Meeting;

**WHEREAS** the EMPLOYEE desires to accept employment as Town Administrator for the EMPLOYER;

**FOR AND IN EXCHANGE** OF the mutual promises contained herein, the parties hereby agree that the following terms and conditions shall govern the employment, duties, salary and benefits to which EMPLOYEE shall be obligated and entitled as Town Administrator of the Town of Litchfield.

**1. DUTIES**

EMPLOYEE shall report to the Board of Selectmen and shall perform the functions and duties in EMPLOYEE'S Job Description, which is attached hereto as Addendum A, together with such other duties and functions as may be determined by the Board of Selectmen from time-to-time.

**2. COMPENSATION AND BENEFITS**

Commencing March 12, 2018, EMPLOYEE shall receive a gross weekly salary of \$1,802.40 which equates to \$93,730 annually. Effective July 1, 2018, EMPLOYEE shall receive a three percent (3%) wage increase. Effective July 1, 2019, EMPLOYER shall conduct a performance review in accordance with the Town's prevailing wage plan and, based on said review, award a merit based wage increase to the EMPLOYEE as determined by the EMPLOYER. Effective July 1, 2020, EMPLOYEE shall receive a two percent (2%) wage increase. In addition, EMPLOYEE shall be eligible to receive an additional wage increase in accordance with the Town's merit based performance review wage plan.

It is acknowledged and agreed that EMPLOYEE is an "exempt" employee as that term is defined in the Fair Labor Standards Act and in that regard EMPLOYEE agrees and acknowledges that he is not entitled to be paid overtime for any hours worked beyond 40 hours in a workweek. EMPLOYEE is not entitled to receive a cost of living adjustment, if any, as may be provided to other employees. It is the intention of the EMPLOYER to apply the Town's Wage Plan for future adjustments to salary.

Earned Time: The EMPLOYEE shall accrue earned time at the rate of 200 hours per year. All other provisions of the Earned Time section of the Town's Personnel Policy shall apply. The EMPLOYEE will be able to exercise the opportunity for buyouts in both June and December subject to the usage restrictions of the Policy. Effective July 1, 2018 and thereafter, EMPLOYEE shall accrue 240 hours (30 days) of earned time per calendar year with a maximum accrual not to exceed 320 hours (40 days) at anytime and a minimum usage of 120 hours (15 days) per calendar year. EMPLOYEE shall be eligible to sell back earned time, at the rate of 1 hour to 1 hour's pay, between November 15<sup>th</sup> and November 30<sup>th</sup>. Upon validation of the request by the Town, such buyouts will be paid to the



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EMPLOYEE as part of the first payroll in December. Buyouts shall be limited to a maximum 160 hours (20 days) of earned time per calendar year. All unused Earned Time hours will be paid at the time of termination, resignation or retirement. Earned Time will be paid by the EMPLOYER at the rate of pay at the time of separation. In the event of the death of the EMPLOYEE, the Earned Time benefit shall be paid to the EMPLOYEE'S beneficiary. All other provisions of the Earned Time section of the Town's Personnel Policy shall apply.

Insurance: EMPLOYER shall pay One Hundred Percent (100%) of the premiums for Short-Term disability insurance. EMPLOYEE shall be eligible to participate in EMPLOYER'S group medical and dental insurance plans as follows:

EMPLOYER shall pay Eighty Percent (80%) of the premiums associated with such medical insurance for family and 2-person coverage and EMPLOYEE shall pay Twenty Percent (20%) of the premiums associated with such medical insurance plan. EMPLOYER shall pay Hundred Percent (100%) of such premiums for single person coverage.

EMPLOYER shall pay Eighty Percent (80%) of the premiums associated with such dental insurance for family and 2-person coverage and EMPLOYEE shall pay Twenty Percent (20%) of the premiums associated with such dental insurance plan. EMPLOYER shall pay Hundred Percent (100%) of such premiums for single person coverage.

If EMPLOYEE chooses not to take the EMPLOYER'S offer of Health Insurance and demonstrates coverage under another plan, EMPLOYEE shall receive a buy-out based on the level of health insurance for which the employee would be eligible. The value of the buyout shall be based on one half of the Town's share of health insurance premium for the HMO (or prevailing equivalent plan), or a pro-rated value for the remaining weeks in the health insurance year based on the EMPLOYEE'S election to participate in the buyout program. Eligible avoided premium cost will be paid to the EMPLOYEE in equal payments through the EMPLOYER'S regular payroll process. All other provisions of the health insurance section of the Town's Personnel Policy shall apply.

EMPLOYER may change insurance carriers, plans, benefits, or its payment policy as the need arises. In any such event, EMPLOYEE shall be notified in advance of any such change.

Short Term and Long Term Disability: Effective July 1, 2018 and thereafter, EMPLOYER shall pay 100% of the premiums for Short and Long Term Insurance. The Short Term disability coverage will provide for 66 2/3% of EMPLOYEE base salary (currently with \$900 cap) for a period of twenty-six weeks. Payments begin the first day after an accident and eight days after an illness. The Long Term coverage shall provide for payments of sixty percent of EMPLOYEE base salary. Payment begins after one hundred eighty days of qualifying disability.



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Life Insurance: Effective July 1, 2018 and thereafter, EMPLOYER shall pay 100% of the premiums for Life Insurance coverage in the amount of Fifty-Thousand Dollars (\$50,000).

Retirement: The EMPLOYEE shall be eligible to participate in the New Hampshire Retirement System. The Employer and Employee will each contribute the prevailing rate set by the New Hampshire Retirement System for each pay period.

**3. BEST EFFORTS**

EMPLOYEE agrees to devote EMPLOYEE'S full time and attention to the business of EMPLOYER to the utmost of EMPLOYEE'S skill, training and expertise. For purposes of this Agreement "full time" shall mean five (5) days per week, Monday through Friday, 8:00 a.m. to 4:00 p.m., and evenings as needed or as may be required by the Board of Selectmen. EMPLOYEE acknowledges that evening meetings with the Board of Selectmen and other municipal boards, commissions, committees, etc., are a necessary incident of the employment, and toward that end, EMPLOYEE shall be allowed to take reasonable compensatory time off as shall be deemed appropriate by the Board of Selectmen. The foregoing shall not be construed as preventing EMPLOYEE from expending reasonable amounts of time for charitable and professional activities. However, it is expressly understood and agreed that any such outside obligations of EMPLOYEE shall be subservient to the obligations of EMPLOYEE to EMPLOYER under the terms of this Agreement.

**4. AT-WILL EMPLOYMENT; TERMINATION; DURATION**

- a. EMPLOYER is an at-will employer, and EMPLOYEE is an at-will employee. Nothing in this Agreement shall be construed as providing anything other than an at-will employment relationship.
- b. EMPLOYER may terminate this Agreement at any time for cause.
- c. The EMPLOYEE may terminate this agreement at any time by providing sixty (60) days written notice of intent to terminate this agreement to the Board of Selectmen. The parties, may, by mutual written agreement, shorten the time required for voluntary separation. In the event of said termination with said notice, the Employer shall pay the Employee for all accrued leave.
- d. If the EMPLOYER considers requesting the resignation of the EMPLOYEE for any reason, the Board shall give the EMPLOYEE written notice that the Board is considering the request. The notice will state that a hearing with the EMPLOYER and the EMPLOYEE will be held. At the hearing, the EMPLOYER and the EMPLOYEE will be allowed to present their respective concerns. If, following such a hearing, the EMPLOYER requests the resignation of the EMPLOYEE, he may voluntarily do so. However, the EMPLOYEE shall be paid three months salary, retirement, health and dental insurance premiums in addition to his accrued leave.
- e. In the event the Town, at any time during this term of agreement, votes to change its form of government, then, and in such event, this agreement shall terminate automatically upon the effective date of change in the form of government. If the change of form government is to remove the position of Town Administrator, the EMPLOYEE shall be paid six (6) months salary, retirement, health and dental insurance premiums, in addition to his accrued leave.
- f. Unless expressly renewed, this Agreement shall terminate on June 30, 2021.



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Notice of intent to renew or not renew this Agreement shall be provided on or before March 1, 2021, three months prior to the expiration date of this Agreement.

**5. CELL PHONE**

Effective July 1, 2018 and thereafter, EMPLOYER shall provide EMPLOYEE with a cell phone (Iphone 7 or newer) and service for business and personal use at no cost to EMPLOYEE.

**6. CONTINUING EDUCATION AND DEVELOPMENT**

Effective July 1, 2018 and thereafter, EMPLOYER shall provide \$1,500.00 per fiscal year for conferences, seminars, workshops, tuition and other similar professional training and educational programs. The EMPLOYER will allow the EMPLOYEE to attend classes without loss of compensation in the event the class is held during normal work hours.

**7. OTHER TERMS AND CONDITIONS**

For all items not specifically detailed in this contact, the provisions of the Town of Litchfield's Personnel Policy shall apply. The Board of Selectmen may fix such other terms and conditions of employment, as it may determine in its sole discretion, provided such terms and conditions are not inconsistent with this Agreement, or in conflict with local, State or Federal law.

**8. CHANGES; SEVERABILITY; ENTIRE CONTRACT; GOVERNING LAW**

No changes or modifications of this Agreement shall be valid unless they are in writing and signed by both parties. The invalidity of any part or parts of this Agreement shall not affect the validity of the remaining parts. The foregoing terms represents the entire agreement between EMPLOYER and EMPLOYEE. This Agreement shall be governed, construed, and interpreted by and in accordance with the laws of the State of New Hampshire. Any disputes arising under this Agreement shall be litigated in the state or federal courts within the geographic boundaries of the State of New Hampshire to which both parties agree to such jurisdiction and venue.

**9. SECTION HEADINGS**

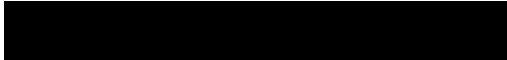
The section headings in this Agreement are for convenience only, and shall not be construed in any manner as a substantive part of this Agreement.

**10. NOTICE**

Notice pursuant to this Agreement shall be given by hand delivery or by depositing in the custody of the United State Postal Service, First Class United States Mail, postage prepaid, addressed as follows:

EMPLOYER: Board of Selectmen  
Town of Litchfield  
Two Liberty Way  
Litchfield, New Hampshire 03052

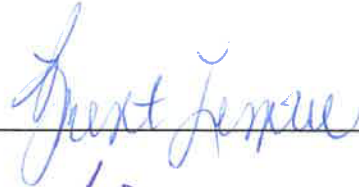
EMPLOYEE: Troy Brown  

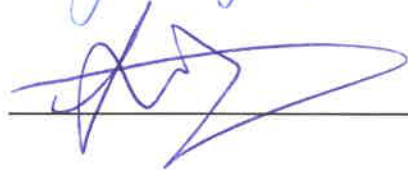



**11. WAIVER OF BREACH**


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.

EXECUTED this 12th day of March 2018  
TOWN OF LITCHFIELD  
By its Board of Selectmen

  
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LITCHFIELD TOWN ADMINISTRATOR:

Troy Brown, Town Administrator

## **Addendum A**

### **Job Description**

**Litchfield, NH**

#### **Town Administrator**

#### **Job Summary:**

The Administrator for the town of Litchfield, NH under the guidance of the Board of Selectmen is responsible for the day to day operations of the town's government. Through the frequent and direct interactions the Administrator will ensure the smooth functioning of the government by providing department heads with direction and guidance. The Administrator through the establishment of effective working relationships will ensure the implementation of the direction of the Board of Selectmen as well as the town's compliance with both State and Federal laws.

#### **Duties & Responsibilities:**

**35%** The Administrator as Personnel officer of the town will:

- Supervise and provide direction to all Department Heads under the jurisdiction of the Board of Selectmen;
- Ensure that all personnel records are maintained and complete;
- Ensure that all employees are fully trained on all policies and procedures as may be required;
- Ensure that all town personnel policies are adhered to and administered fairly by all departments;
- Administer personnel performance reviews of department heads and administrative staff as appropriate;
- Reviews and approves disciplinary actions up to and including suspension and will provide recommendations of termination to the Board of Selectmen;

**25%** The Administrator as part of his/her supervisory duties will:

- Conceive, develop and present for approval to the Board of Selectmen policies and procedures as may be required of the Town by RSA or as directed by the Board of Selectmen;
- Implements the recommendations of the town's auditors as may be stated in the annual financial reports;
- Investigate and implement cost savings for the town;
- Acts as lead negotiator for the contract of services, goods and capital items as well as personnel union contracts;
- Develop, draft and coordinate grants and RFPs/RFQs for the town as may be required;
- Conduct regular one-on-one and department head and employee meetings to update personnel and solicit feedback on issues or problems;
- Develop, maintain and gain approval of the Board of Selectmen of a 5-year master plan describing the development and proposed evolution of the town government and services as may be required by our community;

- Provide the Board of Selectmen with preparatory information packages for their next meeting and monthly written reports on town activities/affairs;

**20%** The Administrator is responsible for overseeing and ensuring the accuracy and functioning of the town's financial accounting systems. With guidance and consultation provided by the Board of Selectmen, the Administrator will:

- Develop, review and present in coordination with the Department Heads the annual budget of expenses and revenues of the town to the Board of Selectmen for approval;
- Represents the town in budget Committee meetings to present update/status information and department budget requests;
- Monitor and report to the Board of Selectmen, department spending and revenues against the approved budget and as necessary will adjust spending to maintain budgetary compliance;
- Reconcile and reports to the Board of Selectmen the account balances and revenues of the Treasurer, Town Clerk/Tax Collector and Office Manager;
- Ensure that transfers to and from town accounts are appropriately authorized and completed on a timely basis;
- Ensure that the town's departments fully cooperate and coordinate with the town's auditors;
- Implement and maintain a capital asset tracking system;

**10%** The Administrator as the focal point of town government, will;

- Receive, investigate and respond to citizen complaints as directed to the Board of Selectmen;
- Review the recommendations of Avitar and recommend action to the Board of Selectmen for requests of abatement and exemptions;
- Administer and act as Welfare Officer for the town;

**10%** The Administrator may be assigned other duties from time to time as determined by the Board of Selectmen.

**Knowledge, Skills and Abilities Required:**

The Administrator shall have a thorough knowledge of public administration including municipal accounting, personnel management of professional staff as well as NH Municipal State law. He/She shall have well developed skills in communication (oral and written), planning, organizing, delegation and resolution of disputes. He/She will possess excellent judgment, creativity and the ability to lead.

**Supervision Exercised:**

The Administrator will have direct supervisory authority over all department heads that fall under the control of the Board of Selectmen. He/She shall have the authority to discipline and suspend employees under his/her control and to make recommendations to the Selectmen concerning termination. The Administrator shall have all other authority as may be granted under the town's policies and procedures as approved by the Board of Selectmen.



**Supervision Received:**

The Town Administrator will exercise a considerable degree of independent judgment subject to the general supervision and policy direction from the Board of Selectmen. The Administrator shall attend Board of Selectmen meetings and provide updates and receive direction from the Board of Selectmen.

**Minimum Qualifications:**

A Bachelors degree in Public Management, Business Administration or related field with 5 years of relevant experience; Master's degree preferred including two years of prior administrative experience. Prior experience is preferably in a NH municipal setting; alternatively, any equivalent combination of experience and education which demonstrates possession of the required knowledge, skills and abilities may be considered.