



TOWN OF HARTFORD SPECIAL SELECTBOARD
MEETING AGENDA

Tuesday, August 29, 2023, 7:30pm
Hartford Town Hall, 171 Bridge Street
White River Junction, VT 05001

This meeting will be conducted in person at Town Hall

1. Call to Order the Special Selectboard Meeting (7:30)
2. Motion: To Move to adopt the contract naming John Haverstock the Town Manager of Hartford, effective October 2, 2023.
3. Adjourn

August 19, 2023

John Haverstock
6 Broadview Lane
Addison, VT 05491

Re: Town Manager Employment Agreement

Dear John:

On behalf of the Town of Hartford, the Selectboard presents this Employment Agreement (Agreement) for your employment as Town Manager. Since this is a legally binding agreement, we recommend and encourage you to seek the advice of an attorney of your choosing to review its terms. The specific terms of this Agreement are as follows:

1. This Agreement is for a three-year term, beginning no later than October 2, 2023, by all the parties as evidenced by the signatures below. Your duties as Town Manager are generally set forth in 24 V.S.A § 1235-38 as they relate to Town Managers, the Hartford Town Charter, and the attached Hartford Town Manager Job Description.
2. Your annualized salary for the 2024 fiscal year will be \$150,000.00. You will annually receive the same cost of living allowance (COLA) as the other non-union employees of Town of Hartford. Your COLA increase will occur on July 1st in 2024 and at the same time as non-union employees in subsequent years.
3. Hartford will provide you with a transportation allowance of \$4,000.00 per year, disbursed in twelve equal installments of \$333.33 at the end of each month of employment, unless other arrangements are made.
4. You will be given a relocation allowance of \$5,000.00. Of that allowance, \$2,500.00 is payable upon mutual execution of this agreement and the remaining \$2,500.00 is payable upon the commencement of your first day of employment. Should you rescind this employment agreement any time before the first day, the \$2,500.00 shall be returned in full.
5. You will be expected to budget for, and Hartford will reimburse you for, the following expenses reasonably incurred in the performance of your duties as necessary and desirable for the good of Hartford:
 - a. Professional dues and subscriptions necessary for continuation and full participation in national, regional, state, and local associations and organizations, including, but not limited to, the International City Managers Association;
 - b. Expenses of professional and official travel;
 - c. Membership fees and/or dues in local civic clubs or organizations.

6. Hartford will provide you with a laptop computer with a docking station to fulfill your professional responsibilities.

7. Hartford will provide you with a cell phone, with reasonable personal use allowed, to fulfill your professional responsibilities.

8. You are eligible to participate in the health and vision insurance coverage benefits available to qualifying Town of Hartford employees as described in Hartford's Personnel Policy, on the same terms as those benefits are provided to full-time employees.

9. You are eligible to participate in the dental insurance coverage benefits offered to full-time Hartford employees as described in Hartford's Personnel Policy, on the same terms and conditions as offered to those employees.

10. You are eligible to participate in the life, dependent life, and short-term disability insurance coverage benefits offered to full-time Hartford employees, on the same terms and conditions as offered to those employees.

11. You shall be enrolled in the retirement plan designated for the Town Manager under the Hartford personnel policies, namely the Vermont Municipal Employees Retirement System (VMERS) Group C, and you will be eligible to select the Defined Benefit or Defined Contribution options. The terms and conditions for enrollment in VMERS are set forth in Title 24, Chapter 125, of the Vermont Statutes Annotated, as amended from time to time.

12. You will also be eligible to participate, should you so elect, in the International City/County Management Association Deferred Compensation Plan.

13. You will be entitled to nine (9) months of your current compensation if you are terminated for any reason. You explicitly agree that you will not ask for more than nine (9) months compensation at the time of termination and further agree that doing so would violate the terms of this Agreement. You also agree in advance that you would not be otherwise entitled to the nine (9) months of compensation for purposes of any release executed at the time of your termination.

14. For purposes of leave accrual, upon the commencement of your first day of employment you will be considered an employee who has reached greater than 15 years of service and will therefore be entitled to four weeks of vacation. Going forward you will accumulate sick, vacation, and any other time-based benefits as if you reached the greater than 15 milestone on your first day of work as set forth in the Personnel Policy. A year is the 365-day period from the date of commencement of your employment.

15. Dutiful performance of the Hartford Town Manager responsibilities routinely requires work beyond what can be accomplished within a conventional eight-hour workday or forty-hour workweek. Also, attendance at night meetings is an expected and

required component of the Town Manager's responsibilities, though attendance may, on limited occasions, be excused for significant cause, such as observance of religious holidays. The salary and other benefits provided in this Agreement constitute the full monetary compensation to be paid by Hartford for your performance of your duties. It is expressly understood that Hartford will not provide you additional compensation in the form of compensatory time. You are FLSA-exempt and Hartford will not compensate you for any hours worked in excess of forty hours per week.

16. Hartford has adopted, and from time-to-time amends, a Personnel Policy for its employees (a copy of the current Personnel Policy is attached hereto and incorporated herein by reference). As an employee, you will be subject to and shall receive the benefits of the Personnel Policy, unless this contract offers a greater benefit which shall apply.

17. In the event you voluntarily resign your position as the Town Manager, you shall give the Town no less than sixty days' notice, unless the parties otherwise agree to a shorter notice period. Any voluntary resignation by you is not considered a termination for purposes of this Agreement.

18. Hartford expects you will prioritize your work as Town Manager above any other professional obligation. During working hours, you are expected to serve as Town Manager. Other than volunteering as a board member for a professional or non-profit organization, you shall not hold any other employment unless explicitly approved by the Selectboard.

19. The Town of Hartford and the Town Manager agree to act in good faith during the term of this Agreement, and any differences that arise between them shall be worked out at the lowest level possible. In the event of a disagreement regarding the terms of this Agreement, which cannot be worked out informally, the Town of Hartford and the Town Manager agree to conduct mediation prior to seeking any judicial remedy. Following mediation, any action concerning the parties' employment relationship shall be filed in the Vermont Superior Court, Windsor Unit, Civil Division, and any dispute shall be governed by Vermont law.

20. No modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

21. Since both parties have had an adequate opportunity to review this Agreement with legal counsel of their own choosing, neither party shall be entitled to any presumptions in its favor and against the other party with respect to any alleged ambiguities in any of the terms of this Agreement.

22. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if

they had been executed by both parties after the expungement or judicial modification of the invalid provision.

23. The Town Manager shall be afforded all the protections against personal liability when acting in his official role in the performance of his official duties as set forth by 24 V.S.A. §§ 901, 901a including but not limited to the Town Hartford covering the Manager's legal fees, costs of defense and any indemnification as may be necessary.

24. You agree that this is a public record and as such may be disclosed pursuant to Vermont's Public Records Act 1 V.S.A. § 315 et seq.

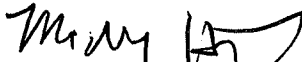
25. This Agreement shall be considered binding upon motion by the Town Selectboard at a duly warned meeting, the signatures of a majority of the members of the Selectboard at the time of the motion set forth below, and your signature as set forth below.

26. The entirety of this Agreement is contingent upon you satisfactorily completing the background check that is currently underway. Should you fail to satisfactorily pass the background check, the entirety of this agreement shall be null and void.

Please confirm your acceptance of this Agreement by signing below.

Very truly yours,

Town of Hartford, Selectboard


Michael Hoyt, Chair

Dan Fraser, Vice Chair

Kim Souza, Clerk

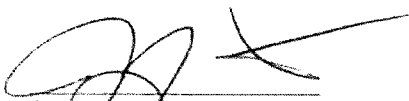

Ally Tufenkjian


Rocket

Lannie Collins


Mary Erlei

Agreed to and accepted this 19th day of August, 2023.


John Flaverstock