

**EMPLOYMENT AGREEMENT
ROBERT "BART" MCDONOUGH AND THE TOWN OF NEWMARKET, NH**

1) PREAMBLE

This Agreement is entered into between the Town of Newmarket, New Hampshire (herein called the "Town") and Robert "Bart" McDonough (herein after called "McDonough").

2) EMPLOYMENT AND TERM

The Town agrees to employ McDonough and McDonough agrees to accept employment in the position of Director of Planning and Community Development commencing on April 11, 2022. The Town and McDonough acknowledge that this is a full-time, year-round position including extensive obligations in the evenings and on weekends. McDonough agrees to devote all his professional efforts to the successful fulfillment of his responsibilities to the Town as Director of Planning and Community Development.

It is recognized that McDonough must devote a great deal of time outside the normal office hours to the business of the Town, and to that end McDonough will be allowed to have flexibility in scheduling his time.

3) SALARY

Effective April 11, 2022, McDonough shall be placed on the salary grade of 17 and receive a salary of ninety thousand dollars (\$90,000.00) per annum, payable in installments at the same time that other employees are paid and no less frequently than every two weeks or as may be required by Law.

McDonough will begin the process of becoming certified by the American Institute of Certified Planners.

The Town may award McDonough merit increases in the form of one-time bonuses or increases to the base salary at its sole discretion. The Town will review his performance with all other employees at the beginning of the fiscal year on July 1, 2022.

BENEFITS

Except as otherwise provided herein, McDonough shall be provided with all of the benefits offered to non-union McDonough in the Town personnel Policy including participation in the Town group medical and dental plans, as well as other insurance plans which Town offers to its McDonough at the same terms and conditions as that of the Town's other non-unionized employees.

McDonough shall be entitled to four (4) weeks' vacation leave to start and will accrue in accordance with the Town's personnel policy. Sick leave, personal leave, holidays, and military leave will be in accordance with the Town's Personnel Policy.

4) GENERAL BUSINESS EXPENSES

The Town agrees to budget for and to pay for reasonable professional dues and subscriptions of McDonough necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for McDonough's continued professional participation, growth, and advancement, and for the good of the Town.

The Town agrees to budget for and to pay for reasonable travel and subsistence expenses of McDonough for professional and official travel, meetings, and occasions to adequately continue his professional development and to pursue necessary official functions of the Town. Travel and subsistence expenses shall be submitted to the Town Manager for approval before they are incurred.

The Town also agrees to budget for and to pay for McDonough's reasonable travel and subsistence expenses for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Town. Travel and subsistence expenses shall be submitted to the Town Manager for approval after they are incurred.

The Town recognizes that certain expenses of a non-personal, but job-related nature, are incurred by the Director of Planning and Community Development, and the Town agrees to reimburse or to pay said general expenses to McDonough. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

McDonough shall be entitled to reimbursement for all reasonable expenses, incurred by him in the performance of his duties. McDonough shall maintain records and written receipts and shall submit vouchers for expenses for which reimbursement is made.

If McDonough utilizes his personal automobile for Town business, he shall be reimbursed for the mileage at the prevailing Internal Revenue Service reimbursement rate.

Date: _____

Robert "Bart" McDonough

TOWN OF NEWMARKET:

Date: _____

Stephen R. Fournier, Town Manager