

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2013, between the **Town of Seabrook**, a municipal corporation with an address of 99 Lafayette Road, PO Box 456, Seabrook, New Hampshire (the "Town" or "Employer"), and **William Manzi**, an individual with an address of **66 Woodburn Avenue, Methuen, MA** (the "Employee"). Pursuant to these terms and conditions:

WHEREAS, the Town wishes to employ the services of William Manzi as Town Manager of the Town of Seabrook, New Hampshire; and

WHEREAS, Employee wishes to accept employment as Town Manager of said Town under the terms and conditions recited herein.

NOW, THEREFORE, the Town and Employee agree to the following:

Section 1. Duties and Authority. Town agrees to employ William Manzi as the Town Manger of the Town of Seabrook, New Hampshire, with the duties and responsibilities as set forth in New Hampshire R.S.A. Chapter 37, the Charter of the Town of Seabrook and other applicable law. Employee shall perform all the duties consistent with this position as well as any other reasonable duties commensurate with Employee's position that are assigned to Employee from time to time by the Board of Selectmen. Employee shall devote his full working time, attention and energies to the business of the Town and shall not, during the term of this Agreement, be engaged in any other business activity, whether or not such business activity is pursued for gain, profit or other pecuniary advantage. The Town has been advised by Employee that he has three outstanding business obligations that predate the Effective date of this agreement. Notwithstanding the Employee's obligation to devote his full time to Town as described above, the Board shall agree to allow Employee the ability to wind up and close out such obligations, conditioned upon Employee making a full disclosure to the Board of Selectmen of such obligations, there being no resulting conflict with the interests of the Town, and that such winding up of the subject obligations occur within ninety (90) days of the Effective Date of this Agreement.

Section 2. Base Salary. Employer agrees to pay Employee an annual base salary of \$108,000.00, payable in installments at the same time that the other management employees of the Employer are paid. In addition, the base salary may be amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies. Employee shall be entitled to a 2.5% increase in Base Salary on the one (1) year anniversary of the Effective Date of this Agreement.

Employee shall be evaluated by the Board of Selectmen each year on or about the anniversary date of employment.

Section 3. Term of Employment. Employee shall be appointed as Town Manager of the Town of Seabrook, New Hampshire for a two (2) year period, commencing with the effective date of this agreement. This agreement shall become effective on **July 1, 2013**.

This Agreement may be renewed for one additional two (2) year term by the Town on its two (2) year anniversary date of **July 1, 2015** if intent to renew is given by the Town at least ninety (90) days notice before said date. If the Town does not intend to renew, it shall provide at least ninety (90) days notice to Employee of its intent not to renew. In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the Agreement.

Section 4. Termination of Agreement by the Town. This Agreement may be terminated during the Term by the Board of Selectmen by providing written notice to Employee pursuant to Section 20 herein below upon the occurrence of any of the following: (a) For Cause as defined below; (b) Death of Employee; (c) Disability (as defined below) of Employee.

The term "Cause," as used herein, means: (i) Employee's engaging in any act of fraud, misappropriation, embezzlement or willful misconduct, gross negligence or acts of dishonesty; (ii) Employee's engagement in any conduct which would or does constitute a felony; (iii) Employee's violation or breach of this Agreement; or (iv) Employee's violation of Town policy or law, or act(s) of insubordination or the failure or refusal of Employee to substantially perform his duties; or (v) the working relationship between Employee and the Board of Selectmen is materially impaired and that impairment is adversely affecting the administration of government in the Town; Any such determination by the Board of Selectmen shall include specific findings supporting its determination and shall include a separate determination by the Board of Selectmen that the public and corporate interests of the Town require termination of Employer.

In the case of Termination pursuant to Section 4(a) (i.e., For Cause), the Employee shall be entitled to the above described written notice in this section 4 and an opportunity to be heard before the Board of Selectmen, prior to the effective date of termination to the extent required under Cleveland Board of Education v. Loudermill, 470 US 532 (1985) and its progeny.

The term "Disability," as used herein, means Employee's absence from the full-time performance of his duties hereunder for a period of at least ninety (90) days, whether or not consecutive, within any twelve (12) consecutive month period as a result of any incapacity due to physical or mental illness.

If the Agreement is terminated pursuant to Sections 4 (a), (b), or (c), then Employee shall be entitled to receive from the Town any due but unpaid compensation through the date of termination; if pursuant to Section 4(b), all life insurance proceeds to which his estate is entitled pursuant to any life insurance program maintained by the Town in which he is a participant; if pursuant to Section 4(c), any disability insurance payments to which he is entitled pursuant to any disability insurance program maintained by the Town in which he is a participant. Employee shall receive no further compensation, benefits, or severance, except as required by law.

Section 5. Termination of Agreement by Employee. This Agreement may be voluntarily terminated by Employee by providing written notice to the Town upon sixty (60) days prior written notice. Upon giving such notice, the Employee, at the option of the Board of Selectmen, may be immediately relieved of responsibility and authority, subject only to payment by the Town in full for all accrued salary and benefits through the end of the sixty (60) day notification

period. Upon providing sixty (60) days written notice, Employee shall, at the option of the Board of Selectmen, participate in the vetting and hiring of his replacement and shall provide appropriate knowledge transfer to that person prior to leaving the Town.

Section 6. Termination by Town under Section 4(a)(v). In the event Employee's employment is terminated by the Town pursuant to Section 4(a)(v) of this Agreement, the Employee shall have the option of either pursuing the termination procedure set forth in Section 4 or, in the alternative, accepting a severance payment of three (3) months from the Town in exchange for a release signed by the Employee releasing the Town and its officers, board members, employees and agents whereby the Employee would be immediately relieved of responsibility and authority, subject to payment in full for all accrued salary and benefits through the date of termination.

Section 7. Discontinuance of Town Manager Form of Government. If the Town Manager form of government in the Town of Seabrook is discontinued, Employee's employment shall cease on the effective date of the discontinuance of such form of government. In the event of discontinuance of the Town Manager form of government, the Town shall pay Employee a sum equal to one year of his annual salary and benefits as severance pay as of the effective date of the discontinuance.

Section 8. Retirement. The position of Town Manager shall be exempted from the New Hampshire Retirement System in accordance with provisions of RSA 100-A:22. The Town agrees to file the exemption for the position of Town Manager as the chief administrative officer of the Town.

Section 9. Deferred Compensation. Town shall execute the necessary agreements allowing Employee to enroll in the deferred compensation plans (plan numbers 457 and 401K) of the International City Management Association Retirement Corporation. Town agrees to match up to an amount equal to five percent (5%) of Employee's annual salary that is contributed by Employee. Such amount shall be allocated between the plans at the sole discretion of Employee.

Section 10. Insurance Benefits. The Town agrees to provide and to pay 100% of the cost for comprehensive (family plan) medical insurance and prescription coverage, dental insurance. The Town shall also provide Employee with short and long term disability coverage and life insurance coverage. Presently such plans are: Lumenos Blue Cross Blue Shield, Dental – Delta Dental, STD, LTD & Life Insurance. The Town shall have the right to change the Plans provided, in its sole discretion.

Section 11. Vacation and Sick Leave. Employee shall be provided with thirty-one (31) working days (248 hours) of vacation leave per contract year. Employee shall be provided with fifteen (15) working days (120 hours) of sick leave per contract year.

Vacation may be taken in increments generally not to exceed two consecutive weeks in duration without prior approval and will not be unreasonably withheld.

The Employee may only carry over up to 15 vacation days per contract year of the vacation time earned in that contract year to a maximum of six hundred (600) hours of vacation

leave. The Employee shall have the option to cash out up to 15 vacation day per contract year. Sick leave shall accrue to a maximum of two hundred(200) hours. Any time above the maximum accrual amount of vacation and sick time shall be forfeited. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, accrued Sick Leave, and all accrued paid holidays.

Section 12. Holidays. Employee shall be entitled to holiday and other leave as generally provided for other Town employees.

Section 13. Business Expenses. Town shall reimburse Employee for all necessary and reasonable expenses incurred in the performance of his duties including, but not limited to, meals, use of personal cellular telephone for Town business, parking fees, tolls, long distance telephone calls from home telephone and subscriptions. In addition, the Town shall provide Employee an automobile allowance of four hundred dollars (\$400.00) per month for Town related use of automobile.

Section 14. Residency. Employee shall establish residency in the Town within one year of the effective date of this agreement.

Section 15. Indemnification. Town shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Town Manager provided that the Town Manager acted in good faith. Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Said indemnification shall succeed the employment of the Employee for actions related to or arising from the performance of Employee's duties while Town Manager.

Section 16. General Conditions of Employment. In addition to the benefits cited herein, Town shall provide Employee with any and all general benefits that apply to other employees.

Section 17. Binding Effect. As a multi-year agreement, this Employment Agreement is subject to municipal funding in successive years. Assuming such funding, this Agreement shall be binding. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

Section 18. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

Section 19. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that 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 have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Section 20. Notices. Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service; postage prepaid, addressed as set forth above or as otherwise may be amended. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

This Agreement has been approved and signed in duplicate by the parties hereto. A copy of the executed Agreement shall be as effective as an original.

Signed this 1st day of July 2013, by the Seabrook Board of Selectmen, Employer.

Kenny J. O'Connor
WITNESS

BOARD OF SELECTMEN
[Signature]
CHAIRMAN

Kenny J. O'Connor
WITNESS

Edward J. Hess Jr.
SELECTMAN

Kenny J. O'Connor
WITNESS

Raymond Smart
SELECTMAN

Kenny J. O'Connor
WITNESS

EMPLOYEE
William Manzi
WILLIAM MANZI

Rec'd & Rec'd. 7-2-2013
Bennie Lou Fowler
Town Clerk
Seabrook, N.H. 03874

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AMENDMENT TO

EMPLOYMENT AGREEMENT

WHEREAS the Town of Seabrook, New Hampshire ("Town") and William M. Manzi, III ("Employee") entered into an Agreement effective on July 1, 2013;

WHEREAS, Section 2 of the Agreement gives the Town Manager, on his anniversary date of employment, a 2.5% increase and the Board of Selectmen would like to amend said Section to increase the Town Manager's salary to make it equal to the salary of a department head inclusive of buyback and capped at \$125,000.00 for the first year with each additional year increase capped at 2/5% increase on the anniversary date;

WHEREAS, Section 3 of the Agreement gives the Town Manager a 2-year contract and the Board of Selectmen agreed in 2014 to extend said contract for a 3rd year and would further like to amend said Section add an additional 3 years, bringing the expiration date to July 1, 2019; and

NOW, THEREFORE, the Town and the Employee agree to amend the Agreement as follows, said amendments to be effective December 31, 2014:

1. Section Two of the Agreement shall be amended as follows:

Section 2. Base Salary.

- (a) Employer agrees to pay Employee an annual base salary of \$108,000.00, payable in installments at the same time that the other management employees of the Employer are paid. In addition, the base salary may be amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies. Employee shall be entitled to a 2.5% increase in Base Salary on the one (1) year anniversary of the Effective Date of this Agreement.
- (b) Effective January 1, 2015, the Employer shall pay Employee an annual base salary of \$125,000.00, payable in installments at the same time that the other management employees of the Employer are paid. On July 1, 2015, and each anniversary date thereafter, the base salary may be amended by the Employer to reflect any salary adjustments that are provided or required by the Employer's compensation policies, however, said salary adjustment shall be limited to no more than a 2.5% increase in base salary.
- (c) Employee shall be evaluated by the Board of Selectmen each year on or about the anniversary date of employment.

2. Section Three of ~~the Agreement~~ shall be amended as follows:

Section 3. Term of Employment. Employee shall be appointed as Town Manager of the Town of Seabrook, New Hampshire for a two (2) year period, commencing with the effective date of this agreement. This agreement shall become effective on **July 1, 2013.**

In 2014, the Employer and the Employee extended this two (2) year period by one year. This Amendment hereby extends this period by three (3) years, bringing the term to July 1, 2019, subject to the terms of this Amended Agreement, including but not limited to Section 4.

This Agreement may be renewed for one additional two (2) year term by the Town on its six (6) year anniversary date of **July 1, 2019** if intent to renew is given by the Town at least ninety (90) days notice before said date. If the Town does not intend to renew, it shall provide at least ninety (90) days notice to Employee of its intent not to renew. In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the Agreement.

3. The Agreement shall remain in full force and effect subject only to the terms of this Amendment.

1/5/15
Date

Town of Seabrook, New Hampshire

Edward J. Hezo Jr.
Chairman, Board of Selectmen

Raymond Smith
[Signature]

1/5/15
Date

Kelly J. O'Carroll
Witness

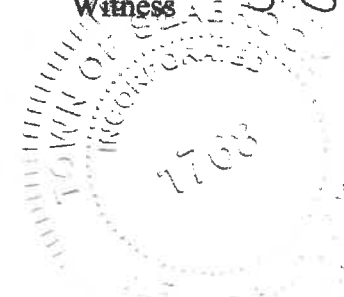
1/5/15
Date

[Signature]
William M. Manzi, III, Employee

1/5/15
Date

Kelly J. O'Carroll
Witness

Recvd & Recorded
1-6-15
2:20 Pm
Cheryl Baker
L.D. MATHIAS FROM POLAR



AMENDMENT TO

EMPLOYMENT AGREEMENT

The AGREEMENT effective July 1, 2013, and amended December 30, 2014 between the **Town of Seabrook**, New Hampshire, and William Manzi III, Town Manager is hereby amended as follows:

WHEREAS Section 3 of the Agreement, as amended, sets the duration of the contract, the Board of Selectmen and the Employee agree to extend the current term, scheduled for July 1, 2019 to July 1, 2022.

WHEREAS, Section 11 of the Agreement sets the terms and conditions of annual, sick, and personal time the Board of Selectmen and the Employee agree that Section 11 shall read as follows: (to replace existing section)The Employee shall carry forward all existing vacation days and receive thirty one (31) days annual leave per year which is available accrues as of January 1 of each year. The Employee agrees to a buyout as of December 31 of each year if unable to use the 31 days of annual leave. At the termination of the contract the Employee agrees to a CAP of 800 hours.

The Employee shall accrue 120 hours of sick leave, available as of January 1 of each year. Sick leave may accrue to a maximum of one-hundred (100) days. Employee shall be paid upon request up to 50% of the present value of sick leave accrued at any point during the year.

WHEREAS, Section 9 of the Agreement provides for deferred compensation, and whereas the Board of Selectmen, in recognition of the non-participation in the New Hampshire Retirement System by the Town Manager, desire to change the applicable percentage of this section, now therefore the Board of Selectmen and the Employee agree that the Town will match up to 15% of the Employee's annual salary that is contributed by the Employee.

NOW, THEREFORE, the Town and Employee agree to modify the Agreement effective December 31, 2015

Town of Seabrook, New Hampshire:

December 21, 2015
Date

Raymond Smith
Chairman, Board of Selectmen

[Signature]

Pheresa A. Kyle

December 21, 2015
Date

Kellys O'Connell
Witness

December 21, 2015
Date

William M. Manzi III
William M. Manzi III, Employee

December 21, 2015
Date

Kellys O'Connell
Witness

U:\Contracts\Employment Agreement Amendment Manzi December 2014.doc

Recorded and Recd
December 30, 2015
1:50 pm
Chuck Brien
Deputy Town Clerk

CONTRACT AMENDMENT

Whereas Section 2 of the Agreement, as amended, deals with compensation the Board of Selectmen and the Employee agree that this amendment shall not alter the current base wage of the Employee. The Employee shall continue, under the terms of the original agreement, to receive a 2.5% COLA on each anniversary date of the Agreement. This amendment shall not preclude the Employee from seeking future wage adjustments during the course of this agreement. [Which was signed by the Employee and Board of Selectmen on July 1, 2013.]

Whereas Section 3 of the Agreement, as amended, sets the duration of the contract, the Board of Selectmen and the Employee agree to extend the current term, scheduled for July 1, 2022, to July 1, 2024.

Whereas Section 11 of the Agreement sets the terms and conditions of annual, sick, and personal time the Board of Selectmen and the Employee agree that the Employee shall be allowed to carry forward unused personal time. Additionally the Employee shall be eligible to match the sick buyback percentage granted to the Police or Fire Chief via those contracts.

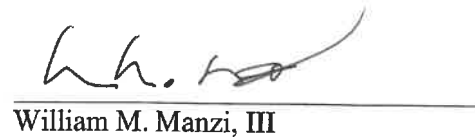
BOARD OF SELECTMEN:


Theresa A. Kyle


Ella M. Brown


Aboul B. Khan

7/12/18
Date


William M. Manzi, III

7/12/18
Date

AMENDMENT TO
EMPLOYMENT AGREEMENT

Section 1. Duties and Authority. Town agrees to employ William Manzi as the Town Manger of the Town of Seabrook, New Hampshire, with the duties and responsibilities as set forth in New Hampshire R.S.A. Chapter 37, the Charter of the Town of Seabrook and other applicable law. Employee shall perform all the duties consistent with this position as well as any other reasonable duties commensurate with Employee's position that are assigned to Employee from time to time by the Board of Selectmen.

Section 1A. Hours of Work.

It is recognized that the Employee must devote a great deal of time outside normal office hours on business for the Town, and to that end, the Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the Town and shall allow Employee to faithfully perform his assigned duties and responsibilities. The Employee shall not spend more than five (5) hours of work in teaching, consulting, or other non-Town connected business without the prior approval of the Board of Selectmen.

2. Base Salary. Whereas Section 2 of the Agreement, as amended, deals with compensation the Board of Selectmen and the Employee agree that this amendment shall increase base wage by 2.5%, and the annual COLA, due on the Anniversary date of the contract, to 3%. Change retroactive to January 1, 2019. The January 1, 2020 2.5% raise shall be calculated on the 2019 rate, as amended by this agreement, as of December 31, 2019. This amendment shall not preclude the Employee from seeking future wage adjustments during the course of this agreement. [Which was signed by the Employee and Board of Selectmen on July 1, 2013.]

Employee shall receive a stipend of \$5,000 for the holding of the Local Public Agency Certification from the State of NH, retroactive to 2019. *Payable Aug. 1*

Educational Stipends are currently part of compensation.

Educational Incentive: The Employee shall be paid on or about September 1 of each year for college level credit at the following rate:

Bachelors Degree/	\$1500
Masters Degree	\$ 2,000

3. Term of Employment. Whereas Section 3 of the Agreement, as amended, sets the duration of the contract, the Board of Selectmen and the Employee agree to extend the current term, scheduled for July 1, 2024, to July 1. 2026.

4. Whereas Section 4 covers Termination of Agreement by the Town, the Town and Employee agree that: This Agreement may be terminated during the Term by the Board of Selectmen by providing written notice to Employee pursuant to Section 20 herein below upon the occurrence of any of the following: (a) For Cause, as defined below; (b) Death of Employee (c) Disability (as defined below) of Employee.

For the purposes of this Agreement the term "Cause" shall be limited to the conviction of a felony or intentional gross misconduct on the part of the Employee in carrying out his duties to the Town. Any such determination by the Board of Selectmen shall include specific findings supporting its determination and shall include a separate determination by the Board of Selectmen that the public and corporate interests of the Town require termination of the Employee.

In the case of Termination pursuant to Section 4 (a) (i.e. "For Cause") the Employee shall be entitled to the above described written notice in this Section 4 and an opportunity to be heard before the Board of Selectmen prior to the effective date of termination to the extent required under *Cleveland Board of Education v. Loudermill*, 470 US 532 (1985) and its progeny. This hearing shall give the Employee an opportunity to present evidence and witnesses on his behalf. The burden shall be on the Town to prove by a preponderance of the evidence that the termination was justified under the terms of the contract.

The Employee shall be entitled, after such a hearing and finding by the Town to final and binding arbitration in accord with the then applicable voluntary rules of the American Arbitration Association. The costs of the arbitration shall be borne equally between the parties.

The Term "Disability" as used "herein," means Employee absence from the full time performance of his duties hereunder for a period of at least one-hundred twenty (120) days, whether or not consecutive, within any twelve (12) consecutive month period as a result of any incapacity due to physical or mental illness.

If the Agreement is terminated pursuant to Sections 4 (a) (b) or (c) then Employee shall be entitled to receive from the Town any due or unpaid compensation through the date of termination; if pursuant to 4(b) all life insurance proceeds to which his estate is entitled pursuant to any life insurance program maintained by the Town in which he is a participant. His estate would be entitled to all accrued sick, vacation and personal time that would be payable to employee upon retirement. Employee shall receive no further compensation, benefits, or severance, except as required by law, or pursuant to agreement by the parties.

Section 6. Removed.

Section 9. Deferred Compensation. Whereas the Town and the Employee have agreed, via prior amendment, to a Town match of fifteen percent (15%) of Employees annual salary that is contributed by Employee that percentage is hereby adopted.

Section 11. Vacation and Sick Leave. Employee shall be provided with thirty-five (35) working days (280 hours) of vacation leave per contract year. Employee shall be provided with twenty (20) working days (160 hours) of sick leave per contract year. The Employee shall be granted five days (40) hours of Personal Leave. The Employee shall be granted two days (16) hours of floating holiday. The Employee may only carry over up to twenty (20) vacation days per contract year of the vacation time earned in that contract year to a maximum of eight hundred (800) hours of vacation leave. Employee may carry forward five days of Personal Leave, and two days of floating holiday.

The Employee shall have the option to cash out up to 25 vacation days per contract year, as well as 75% of accrued sick leave. Sick leave shall accrue and be carried forward to a maximum of four hundred (400) hours. Any time above the maximum accrual amount of vacation and sick time shall be forfeited. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall

be compensated for all accrued vacation time, accrued Sick Leave, and all accrued paid holidays and unused Personal Time.

Section 14 Residency The Employee shall make a good faith effort to establish residency in the Town of Seabrook within eighteen months of the start date of this amendment. If no residency is established the Employee may seek an extension from the Deputy Town Manager, which shall not be unreasonably withheld.

Longevity Bonus Pay: The Employee shall be paid a longevity payment during the first pay period in December based on length of services as follows:

Completion of five (5) years of continuous service	\$1,000
Completion of seven (7) years of continuous service	\$1,300
Completion of ten (10) years of continuous service	\$1500
Completion of twelve (12) years of continuous service	\$1800

WHEREAS, all other provisions shall be in full force and effect unless otherwise amended by the Employee and Town in writing.

NOW, THEREFORE, the Town and Employee agree to modify the Agreement effective March 16, 2020.

March 19, 2020
Date

Town of Seabrook, New Hampshire

[Signature]
Chairman, Board of Selectmen

[Signature]

3/19/20
Date

[Signature]
Witness

3/19/20
Date

[Signature]
William M. Manzi, III, Employee

3/19/20
Date

[Signature]
Witness