

**TOWN OF WOLFEBORO
BUDGET COMMITTEE
APPROVED MINUTES
November 16, 2023**

I. Call To Order

Chairman MacDonald opened the meeting at 6:00 pm at the Wolfeboro Public Library.

Members Present: John MacDonald, Chairman, Bob Tougher, Vice-Chairman, Brian Black, Bob Moholland, Paul O'Brien, Bobbi Boudman, Tom Bell, Members, Brian Deshaies, BOS Representative, Linda Murray, BOS Alternate Representative.

Members Absent: Bob Loughman, Matt Plache, Members (both excused).

Staff Present: Jim Pineo, Town Manager, Kathy Carpentier, Finance Director, Lee Ann Hendrickson, Administrative Assistant.

II. Pledge of Allegiance

The Committee participated in the pledge of allegiance.

III. Public Comment

None.

IV. 2024 Budget Presentations

Police and Communications

Police Department

Bob Tougher questioned the large increase in supervisory salaries; noting an increase of 12.6% for one individual, 8% for part-time prosecutor and 8.2% for another individual. He asked John MacDonald if other towns hire prosecutors.

John MacDonald stated he believes the Town of Conway employs a police officer as a prosecutor and noted the county prosecutor prosecutes all domestic violence cases. He stated Strafford County provides a prosecutor that serves all the police departments within the county in district court.

Mark Livie noted 29 arrests for the month of October; noting the arrests primarily include misdemeanors.

Paul O'Brien questioned the average for arrests.

Mark Livie stated such is the average.

Paul O'Brien asked what would happen if the prosecutor was removed.

Stu Chase stated a police officer would have to be taken off the street and trained for the position.

John MacDonald stated the county's prosecutor makes approximately the same salary and prosecutes felonies.

Brian Deshaies asked if an officer could do the more menial tasks.

Stu Chase stated the option would still result in an officer being taken off the street.

Shawn Coope stated some departments contract the position.

Paul O'Brien requested additional data to support the position.

Brian Black agreed that juvenile work is time consuming and feels that having the position is important. He stated the more time an officer is involved in the post arrest process the less time that officer is on the street.

Paul O'Brien asked if Wolfeboro intends on having body cams in the future.

Mark Livie replied yes.

Paul O'Brien asked who would address the body cam footage.

Mark Livie replied the prosecutor.

John MacDonald stated there is discussion at the county level with regard to hiring an additional prosecutor. He stated Moultonborough employs a separate person to go through the footage and provide such to the prosecutor.

Kathy Carpentier stated the lieutenant had been promoted; noting the promotion was not accounted for in the budget. She stated the budget now includes the 3 supervisory positions and noted the nonunion salary increases were included following the Department's submittal.

Bob Tougher questioned when the lieutenant was promoted and confirmed his salary was moved from hourly wages to supervisory salaries.

Mark Livie replied May 2023.

Bobbi Boudman asked why hourly wages are increasing despite removing the lieutenant's salary.

Kathy Carpentier stated the increase is a result of the union contract; noting the raise was outside of the operating budget last year.

Bob Tougher questioned the raise for 2024 for the police officers.

Mark Livie replied 3%.

Brian Black confirmed the Chief, Captain and Lieutenant's salary are included in their MOUs.

Brian Deshaies questioned who creates/writes and reviews the MOUs; noting the BOS forwards MOUs to Town Counsel for review.

Steve Wood stated the MOUs have been in place since he returned to the Police Commission; noting a template is used to produce such.

Paul O'Brien confirmed a wage study will be conducted.

It was moved by John MacDonald to include the Chief of Police, Captain, Lieutenant, and support staff's MOUs in the November 16, 2023 minutes subject to counsel's review. Paul O'Brien seconded the motion. Roll call vote: Bobbi Boudman – yes, Bob Tougher – yes, John MacDonald – yes, Bob Moholland – yes, Brian Black – yes, Tom Bell – yes, Paul O'Brien – yes, Brian Deshaies – yes. The motion passed (8-0-0).

John MacDonald expressed concern for an employee receiving a 14% raise within the department.

Mark Livie stated the school resource officer and investigator is included in part-time wages. He stated the Department removed the part-time SRO position (noting such saved \$8,000) and increased the investigator's salary by \$4.00.

Paul O'Brien confirmed the Department defunded the part-time SRO position.

John MacDonald confirmed the increase in salary does not represent a change in duties.

Stu Chase stated the responsibilities did change.

John MacDonald confirmed the Police Commissioners approve of the 14% increase.

Paul O'Brien asked if the BOS was ok with the 14% increase.

Brian Deshaies stated they were at the time of their review.

John MacDonald asked when the position was posted.

Mark Livie stated he doesn't recall.

Brian Black asked if the individual is a certified police officer.

Mark Livie replied yes.

John MacDonald questioned the purpose of the employment; investigative or law enforcement.

Mark Livie replied investigative.

Bobbi Boudman questioned the increase in overtime wages and questioned why an officer is paid overtime for training.

Mark Livie stated the overtime wages are paid to an officer that is covering the shift for the officer that is attending training. He stated training requirements have increased to 10 hours.

Bobbi Boudman requested further clarification regarding grants.

Mark Livie reviewed such.

John MacDonald questioned the increase in rentals and leases.

Mark Livie stated such is related to the Department's taser lease (year one of a five-year lease).

John MacDonald asked the Town Manager what other Department Heads are being given for a salary increase.

Jim Pineo replied 3.5%.

It was moved by John MacDonald to decrease the bottom line of the Police Department budget (42100) by \$25,000. Bob Tougher seconded the motion.

Discussion of the motion:

John MacDonald stated he doesn't believe the individuals noted in supervisory salaries should receive a different pay increase than other Department Heads within the Town.

Paul O'Brien confirmed Mr. MacDonald asked the Commissioners why the pay should be different.

Steve Wood stated he cannot speak to such.

Bob Tougher stated last year there were two individuals that received over an 8% increase.

Mark Livie asked Mr. Tougher which individuals received such.

Bob Tougher replied Mark Livie and Guy Maloney.

Mark Livie stated he only received a 5.5% raise and noted Guy Maloney received a raise and promotion.

John MacDonald stated he also doesn't agree with a 14% raise for one individual.

Speaking to overtime wages throughout the Town, Paul O'Brien questioned the safety of employees given the amount of overtime being paid. He stated the amount of money being spent on overtime wages is way outside of compensation.

Brian Deshaies questioned the all-in cost for a new hire.

Mark Livie replied \$112,267.

John MacDonald stated every time an additional officer is approved for the Department, the overtime wages never decrease. He stated he would like to see control over the overtime wages.

Steve Wood stated it is the policy of the department to fill shifts.

Bob Moholland questioned the number of officers working during the day.

Mark Livie stated such depends upon the schedule however, two patrolmen are typically on during the day.

Bob Tougher noted the \$25,000 decrease is equal to 1.5%.

Bobbi Boudman asked if the matter could be revisited.

John MacDonald replied yes.

Tom Bell confirmed the bottom line of the BOS approved budget is decreasing from \$2,195,306 to \$2,170,306 as a result of the motion to cut \$25,000 from the budget.

Roll call vote: Bobbi Boudman – abstain, Bob Tougher – yes, John MacDonald – yes, Bob Moholland – yes, Brian Black – yes, Tom Bell – no, Paul O'Brien – yes, Brian Deshaies – yes. The motion passed (6-1-1).

Communications

Paul O'Brien asked what causes the increase in overtime.

Mark Livie stated there were changes to permanent part-time shifts; noting the part-time wages were under spent and the overtime wages were over expended. Referencing line 341, communications, he stated despite the \$1,000 increase by the BOS the line continues to be under funded. He stated the budget line addresses internet, copper lines, and phone lines. He stated an additional \$1,056 is needed (for a total of \$10,993

Bob Tougher stated it appears that the communication line in the Police Department budget may have excess funds and questioned whether funds from the Police Department could be used to cover the discrepancy.

It was moved by Paul O'Brien to increase 1-42990-341 Communications from \$6,760 to \$8,760. Tom Bell seconded the motion. Roll call vote: Bobbi Boudman – yes, Bob Tougher – yes, John MacDonald – yes, Bob Moholland – yes, Brian Black – yes, Tom Bell – yes, Paul O'Brien – yes, Brian Deshaies – abstain. The motion passed (7-0-1).

It was moved by Bobbi Boudman to increase 1-42990-341 Communications from \$8,760 to \$10,930. Brian Black seconded the motion.

Discussion of the motion:

Bobbi Boudman stated her motion reflects the actual cost; noting the voters should be informed of what they are paying for.

Kathy Carpentier stated the billing issue will be further reviewed.

Bobbi Boudman withdrew her motion.

Brian Black withdrew his second.

It was moved by Bobbi Boudman to revisit 1-42990-341 Communications. The motion was seconded by Brian Black.

John MacDonald asked Mark Livie if he has the ability to find the remaining funds within the budget to cover the cost.

Mark Livie replied yes.

Bobbi Boudman withdrew her motion.

Brian Black withdrew his second.

Animal Control

No changes.

V. Other Business

None.

VI. Public Comment

None.

VII. Approval of Minutes

October 24, 2023

It was moved by Bob Tougher to approve the October 24, 2023 Budget Committee minutes as submitted. Bobbi Boudman seconded the motion. Bobbi Boudman, Bob Tougher, John MacDonald, Bob Moholland, Brian Black, Tom Bell, Brian Deshaies voted in favor. Paul O'Brien abstained. The motion passed (7-0-1).

November 8, 2024

It was moved by Bob Tougher to approve the November 8, 2023 Budget Committee minutes as submitted. Bobbi Boudman seconded the motion. Bobbi Boudman, Bob Tougher, John MacDonald, Bob Moholland, Paul O'Brien, Tom Bell, Brian Deshaies voted in favor. Brian Black abstained. The motion passed (7-0-1).

November 14, 2024

Correction: Page 3, Programs, 3rd paragraph; add “on the Bridge Falls Path” to the end of the sentence.

It was moved by Paul O'Brien to approve the November 14, 2023 Budget Committee minutes as amended. Bob Tougher seconded the motion. Bobbi Boudman, Bob Tougher, John MacDonald, Bob Moholland, Paul O'Brien, Brian Black, Brian Deshaies voted in favor. Tom Bell abstained. The motion passed (7-0-1).

VIII. Adjournment

It was moved by Paul O'Brien to adjourn the November 16, 2023 Budget Committee meeting. Bob Moholland seconded the motion. All members voted in favor. The motion passed.

Next Budget Committee meeting is scheduled for November 29, 2023 at 6:00 PM at the Wolfeboro Public Library.

There being no further business before the Committee, the meeting adjourned at 7:56 PM.

Respectfully Submitted,

Lee Ann Hendrickson

Lee Ann Hendrickson

Memorandum of Understanding, MOU Chief of Police

The Town of Wolfeboro Police Commission, hereinafter referred to as the "Commission" or Commissioners, by virtue of formal action by its elected Police Commissioners, hereinafter referred to as the "Commissioners", agrees to employ Mr. Stuart Chase, hereinafter referred to as the "Chief", to serve as the Chief of Police of the Town of Wolfeboro Police Department beginning on 22 May 2023 and continuing by the terms of this contract for one year. This appointment is made by the Commissioners subject to the terms and conditions contained within this memorandum and pursuant to the provisions of all relevant Town Ordinances and applicable State Statutes. The Chief of Police agrees to perform and fulfill the duties and responsibilities of the position and shall dedicate his full time and effort to fulfilling these responsibilities dutifully and faithfully.

The Chief of Police shall be the Chief Executive Officer of the Police Department and consistent with sound administrative and law enforcement practices, will ensure that the business of the Department is at all levels conducted in accordance with the chain of command. In the event the Chief of Police is not available at the time of an emergency or in any situation where the protection of the public dictates the need for police action, the next senior ranking officer shall be the authorized representative of the Department until the Chief is available to resume command. Should the Chief become incapacitated for an extended period, the Commissioners may appoint an acting "Head of Department" who will serve until the Chief of Police is able to resume full-time command.

The Chief of Police will serve subject to the provisions of this document and applicable local ordinances, by-laws, State Statutes, and the Wolfeboro Police Chief Job Description contained within the Rules and Regulations and Policy Manual of the Wolfeboro Police Department. The Chief of Police shall not be removed except for a) Just Cause, b) by agreement between him and the Commission, or b) The Chief of Police finishes his one-year contract. It is the spirit and intent of this contract and memorandum of understanding (MOU) that this contract and MOU remain in full force and effect until the Chief of Police completes his one-year commitment or ends by mutual agreement.

The Chief of Police and the Commissioners shall meet at least monthly to review reports of departmental operations prepared by the Chief or his designee and to discuss problems, policies, budgets, and topics of importance. Such meetings shall be held in public as required by law.

If during the tenure of this agreement, the Chief of Police shall elect to accept another position, retire, or resign, he shall provide the Commission with not less than thirty (30) days' written notice. Additionally, should the Chief of Police become permanently medically, physically, or mentally disabled and incapable of performing his duties, he will be subsequently retired for medical purposes. As a result, he will be entitled to receive any remaining earned time at his current rate of pay. Should the Chief of Police's employment be terminated for "Just Cause" or should he be retired through mutual agreement with the Police Commission, he shall be entitled

to receive, as of that date, the proceeds, at his current rate of pay, for any unused earned time and medical opt-out funds still remaining up to that event. Should the Chief of Police die while in office, his surviving spouse shall receive any and all unused earned time and medical opt-out benefits remaining up to that event. Upon his retirement, the Chief of Police shall be entitled to receive any unused earned time not to exceed 280 hours at his current rate of pay.

It is understood that the Chief of Police position is part-time, thirty-two (32) hours per week. The Chief of Police agrees to serve at the salary of \$55.00 dollars per hour, or \$91,520 annual part-time, thirty-two hours per week. It is understood that this payment will take effect on 22 May 2023, the 21st pay period of 2023. In addition to salary increases granted by the Commission on an annual basis, the Chief of Police shall be eligible to receive other benefits of other employees of the Town of Wolfeboro, the Wolfeboro Police Department, and other benefits provided by the NEPBA contract, including but not limited to cell phone reimbursement(s), cost of living increases provided by the Town to full-time employees, (including police department employees). Said cost of living increases shall not be less than those granted members of the NEPBA and shall be the greater between the NEPBA Union and the COLA of the Non-Union Town of Wolfeboro employees-whichever is greatest. Furthermore, the Chief of Police shall be eligible for any educational benefits and stipends paid or provided for obtaining College Degrees.

The Chief of Police shall be provided with a car for official business use. He shall use this vehicle twenty-four hours a day, seven days a week, including commuting to and from his home.

The Chief of Police shall be credited with leave time at the rate of 2.64 hours.

The Chief of Police shall be provided with the same complement of police uniforms and related gear afforded to all sworn Department personnel.

It is understood and agreed that the position of the Town of Wolfeboro Chief of Police is a working position and, as a normal routine, the Chief of Police shall be uniformed while on duty. However, exceptions may be made by the Chief of Police for certain police duties, functions, meetings, or events requiring civilian attire.

The cost of membership in various professional organizations fostering professional and community growth and networking for the Department, including short courses, institutes and conferences for the Chief of Police and other Department personnel will be budgeted annually.

This document constitutes the entire understanding between the parties, and changes or modifications shall be in writing and signed by the parties prior to implementation. This contract becomes official once signed and dated, and this contract takes effect on 22 May 2023.

Stephen D. Wood, Chairman
Wolfeboro Police Commission:

 Date: 5/22/23

Robert O'Brien,
Wolfeboro Police Commission:

 Date: MAY 22, 2023

Shaun Coope
Wolfeboro Police Commission:

 Date: 5/22/23

Stuart Chase, Chief of Police
Wolfeboro Police Department:

 Date: 5/22/23

**Addendum to Memorandum of Agreement, MOU
(Contract)
For Captain Mark Livie**

Introduction:

Based on changes and additions to the employment Memorandum of Understanding pertaining to Captain Mark Livie in his capacity of employment with the Wolfeboro Police Department here after referred to as the "MOU" the following is memorialized. It is understood that this change, like others, have been made and approved earlier over the course of the last three years of Captain Livie's employment and have all been unanimously approved by the Wolfeboro Police Commission earlier and are contained within their minutes of meetings. This change is now being captured in one document for ease of reference and recording. The change was effective 28 May 2020 (See Non-Public Minutes.) The below listed change(s) or additions are outlined as follows:

Changes/additions:

1. **Compensatory Time:** The Chief and Captain may hold up to 400 hours of Compensatory Time hereafter referred to as "Comp Time." This change from the Addendum of 300 hours approved and 200 hours on the original contract, is made for better administration of the department. The Chief and Captain work many hours beyond the "normal" duty day. The Wolfeboro Police Commission wishes to compensate them for this by allowing up to 400 hours of Comp time to be accrued annually and carried over from year to year to facilitate the Chief and Captain: meeting with members of the public after duty hours, attending Town events and functions when required for the good order and governance of the Police Department and Town, and to note above, these events usually occur frequently, and after an already scheduled duty day. Despite these meetings, the Wolfeboro Police Commission still expects the Chief and Captain to be back at work the following morning for "normal" schedule duty each day within reason.

Conclusion:

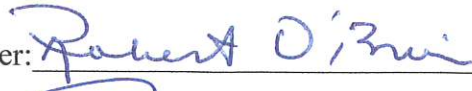
This Addendum encapsulates the changes made to the Chief's and Captain's MOU since their inception. These changes are made according to their already existing MOU and are to be incorporated into the body of that document in its totality.

Stephen Wood, Chairman
Wolfeboro Police Commission:

 Date: 2/17/2022

Robert O'Brien,

Wolfeboro Police Commissioner:



Date: 2-17-2022

Shawn Coope

Wolfeboro Police Commissioner:



Date: 2-17-22

Mark Livie, Captain, Executive Officer

Wolfeboro Police Department:



Date: 3/15/22

MEMORANDUM OF UNDERSTANDING

1. The Town of Wolfeboro Police Commission, hereinafter referred to as the "Commission" or Commissioners, by virtue of formal action by its elected Police Commissioners, hereinafter referred to as the "Commissioners", agrees to employ Mr. Mark Livie, hereinafter referred to as the "Captain or Executive Officer", to serve as the Executive Officer of the Town of Wolfeboro Police Department beginning on 2 January 2017 and continuing by the terms of this contract until his age at sixty-eight (68) years of age. This appointment is made by the Commissioners subject to the terms and conditions contained within this memorandum and pursuant to the provisions of all relevant Town Ordinances and applicable State Statutes. The Captain agrees to dutifully and faithfully perform and fulfill the duties and responsibilities of the position and shall dedicate his full time and effort to fulfilling these responsibilities. If the Captain wishes to pursue a part-time employment opportunity he will first seek approval from the Commissioners who will give the matter reasonable consideration provided there could be no impact on the ability of the Captain to totally fulfill his responsibilities and provided there would be no possibility for conflict of interest, in such employment. It is understood that in order for this to occur, the Chief would have to be in agreement first. It is understood that the Captain may work grant patrol(s) and details for the Town of Wolfeboro Police Department; and elsewhere with permission from the Police Commission.
2. The Captain shall be the Executive Officer, the Second-in-Command of the Police Department and consistent with sound administrative and law enforcement practices will ensure that the business of the Department is at all levels conducted in accordance with the chain of command. In the event the Chief is not available at the time of an emergency or in any situation where protection of the public dictates the need for police action, he, as the next senior ranking officer shall be the authorized representative of the Department until the Chief is available to resume command. Should the Chief become incapacitated for an extended period the Commissioners may appoint him an acting "Head of Department" who will serve until such time as the Chief is able to resume full time command.
3. In consultation with the Chief, the Commissioners shall appoint an Executive Officer, as the second in command to the Chief. The Executive Officer shall report to and serve at the direction of the Chief. However, decisions regarding compensation actions, including termination will require concurrence by the Commissioners.

4. The Captain will serve subject to the provisions of this document and applicable local ordinances, by-laws, State Statutes and the Wolfeboro Police Captain Job Description contained within the Rules and Regulations and Policy Manual of the Wolfeboro Police Department. The Captain shall not be removed except for a) Just Cause, b) by agreement between him and the Commission, or c) The Captain reaches retirement age being sixty-eight (68) years-of-age (unless the Commission decides to extend same with agreement of the Chief and said Captain). It is the spirit and intent of this contract and memorandum of understanding (MOU) that this contract and MOU remains in full force and effect until the Captain reaches the age of sixty-eight (68) years or ends by mutual agreement.
5. The Chief, Captain and the Commissioners shall meet at least monthly to review reports of departmental operations prepared by the Chief and to discuss problems, policies, budgets and topics of importance. Such meetings shall be held in public as required by law.
6. If during the tenure of this agreement, the Captain shall elect to accept another position, retire, or resign, he shall provide the Commission with not less than thirty (30) days written notice. Additionally, should the Captain become permanently medically, physically, or mentally disabled and incapable of performing his duties, he is to be subsequently retired for medical purposes in accordance with the State of New Hampshire Group II rules. As a result, he will be entitled to receive at his current rate of pay any remaining Earned Time, any "Comp Time" and will receive any of his unused Medical Opt out funds still remaining along with other pay and benefits bestowed by the Town of Wolfeboro. Should the Captain's employment be terminated for "Just Cause" or should he be retired through mutual agreement with the Commission, he shall be entitled to receive, as of that date, the proceeds, at his current rate of pay, for any unused Earned Time, "Comp Time" and Medical Opt out funds still remaining up to that event. Should the Captain die while in office, his surviving spouse shall receive any and all unused Earned Time, Comp Time and Medical Opt out benefits remaining up to that event. Upon his retirement the Captain shall be entitled to receive, at his current rate of pay, any unused Earned Time not to exceed 480 hours, any unused "Comp Time" and any Medical Opt out funds still remaining, up to that event along with other pay and benefits bestowed by the Town of Wolfeboro.
7. It is understood that the Captain's position is a full time, forty (40) hour per week position. The Captain agrees to serve at the salary of \$38.86 dollars per hour, or \$80,828.80 annual full time, forty hours per week, consistent within the "Wage Grade 16" category of the *"2016 Town of Wolfeboro Pay and Classification Study."* It is understood that this payment will not take effect until the 13th pay


period of 2017 or 17 March 2017. In addition to salary increases granted by the Commission on an annual basis, the Captain shall be eligible to receive all full time benefits of other employees of the Town of Wolfeboro, the Wolfeboro Police Department, and other benefits provided by the NEPBA contract including but not limited to cell phone reimbursement(s), cost of living increases provided by the Town to full-time employees, (including police department employees). Said cost of living increases shall not be less than those granted members of the NEPBA and shall be the greater between the NEPBA Union and the COLA of the Non Union Town of Wolfeboro employees-whichever is greatest. Furthermore, the Captain shall be eligible for any educational benefits and stipends paid or provided for the obtainment of College Degrees. Additionally, the Captain shall one be paid one day's extra pay at his hourly rate (at time of service) for each of the twelve (12) Town of Wolfeboro holidays per year in accordance with the Town of Wolfeboro Personnel Policy; it is understood that this compensation is paid to him whether he worked the holiday or not. He shall also be free to elect to receive the so called, "Medical Opt-Out" payment (at the grand-fathered rate of \$1788.80 per year, added to his hourly wage at the rate of .86 cents per hour in accordance with agreement made with the Town of Wolfeboro Board of Selectmen.) The Captain shall not be bound by the Town's, "earned-time" carry-over policy. Leave time for the Captain may be continuously accrued without limit(s), consistent with current practice and policy. However, upon severance of employment with the employer, and consistent with current practice, other than the provision(s) contained in this document pertaining to "forced" retirement, death, or medical disability, the Captain shall be paid for unused leave time based on the Captain's hourly wage (at time of separation of service) to a maximum of 480 hours. The Captain shall be authorized Compensatory Time or "Comp Time" earned consistent with the policy and practices of the NEPBA Union contract and the Wolfeboro Police Commission, except that the Captain's "Comp Time" shall either be used throughout the year or carried over from year to year if not used to a maximum of two-hundred (200) hours, at which point he may accumulate no further "Comp Time" until such time it is used and brought under the two hundred (200) hour cap, at which point the Comp Time will begin to accumulate toward its cap once again. Any Comp Time already accumulated in 2016 may be brought forward from 2016 into 2017 and this benefit will take effect beginning in the Federal 2nd Quarter of FY 2017.

8. The Captain shall be provided a car for official business use. He shall have use of this vehicle twenty-four hours a day, seven days a week, including commuting to and from his home.
9. The Captain shall be provided with the same compliment of police uniforms and related gear afforded to all sworn Department personnel on an annual basis.

10. It is understood and agreed that the position of the Town of Wolfeboro Police Captain is a working position and, as a normal routine, the Captain shall be uniformed while on duty. Exceptions may be made by the Chief for certain police duties, functions, meetings or events that may require civilian attire.
11. The cost of membership in various professional organizations fostering professional and community growth and networking for the Department, including short courses, institutes and conferences for the Captain and other Department personnel will be budgeted annually.
12. This document constitutes the entire understanding between the parties and changes or modifications shall be in writing signed by the parties prior to implementation. This contract becomes official once signed and dated, and this contract takes effect on 2 January 2017.

Stephen Wood, Chairman
Wolfeboro Police Commission

Date



1/4/17

Ronald Goodgame, Police Commissioner

Date



1/4/17

Joseph Balboni,
Wolfeboro Police Commissioner

Date



1/10/17

Mark Livie, Captain
Wolfeboro Police Executive Officer

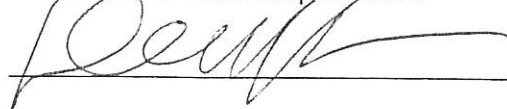
Date



1/4/17

Dean J. Rondeau, Chief
Wolfeboro Police Department

Date



1/4/17

Memorandum of Agreement, MOU
(Contract)
For Lieutenant Guy Maloney

1. The Town of Wolfeboro Police Commission, hereinafter referred to as the "Commission" or Commissioners, by virtue of formal action by its elected Police Commissioners, hereinafter referred to as the "Commissioners", agrees to employ Mr. Guy Maloney, hereinafter referred to as the "Lieutenant", to serve as Lieutenant for the Town of Wolfeboro Police Department beginning on November 1, 2022, and continuing by the terms of this contract until his age at sixty-eight (68) years of age. This appointment is made by the Commissioners subject to the terms and conditions contained within this memorandum and pursuant to the provisions of all relevant Town Ordinances and applicable State Statutes. The Lieutenant agrees to dutifully and faithfully perform and fulfill the duties and responsibilities of the position and shall dedicate his full time and effort to fulfilling these responsibilities. If the Lieutenant wishes to pursue a part-time employment opportunity, he will first seek approval from the Commissioners who will give the matter reasonable consideration provided there could be no impact on the ability of the Lieutenant to totally fulfill his responsibilities and provided there would be no possibility for conflict of interest, in such employment. It is understood that in order for this to occur, the Chief would have to be in agreement first. It is understood that the Lieutenant may work grant patrol(s) and details for the Town of Wolfeboro Police Department, and elsewhere with permission from the Police Commission.
2. The Lieutenant shall be the Third-in-Command of the Police Department and consistent with sound law enforcement practices will ensure that the business of the Department is at all levels conducted in accordance with the chain of command. In the event the Chief and/or Captain is not available at the time of an emergency or in any situation where protection of the public dictates the need for police action, he, as the next senior ranking officer shall be the authorized representative of the Department until the Chief or Captain is available to resume command.
3. The Lieutenant will serve subject to the provisions of this document and applicable local ordinances, by-laws, State Statutes, and the Wolfeboro Police Lieutenant Job Description contained within the Rules and Regulations and Policy Manual of the Wolfeboro Police Department. The Lieutenant shall not be removed except for a) Just Cause, b) by agreement between him and the Commission, or c) The Lieutenant reaches retirement age being sixty-eight (68) years-of-age (unless the Commission decides to extend same with agreement of the Chief, Captain and said Lieutenant). It is the spirit and intent of this contract and memorandum of understanding (MOU) that this contract and MOU remains in full force and effect until the Lieutenant reaches the age of sixty-eight (68) years or ends by mutual agreement.

4. If during the tenure of this agreement, the Lieutenant shall elect to accept another position, retire, or resign, he shall provide the Commission with not less than thirty (30) days written notice. Additionally, should the Lieutenant become permanently medically, physically, or mentally disabled and incapable of performing his duties, he is to be subsequently retired for medical purposes in accordance with the State of New Hampshire Group II rules. As a result, he will be entitled to receive at his current rate of pay any remaining Earned Time, any "Comp Time" and will receive any of his unused Medical Opt out funds still remaining along with other pay and benefits bestowed by the Town of Wolfeboro. Should the Lieutenant's employment be terminated for "Just Cause" or should he be retired through mutual agreement with the Commission, he shall be entitled to receive, as of that date, the proceeds, at his current rate of pay, for any unused Earned Time, "Comp Time" and Medical Opt out funds still remaining up to that event. Should the Lieutenant die while in office, his surviving spouse shall receive any and all unused Earned Time, Comp Time and Medical Opt out benefits remaining up to that event. Upon his retirement the Lieutenant shall be entitled to receive, at his current rate of pay, any unused Earned Time not to exceed 480 hours, any unused "Comp Time" and any Medical Opt out funds still remaining, up to that event along with other pay and benefits bestowed by the Town of Wolfeboro.

5. It is understood that the Lieutenant's position is a full time, forty (40) hour per week position. The Lieutenant agrees to serve at the salary of \$41.88 ($\$41.56 + .32$) dollars per hour, forty hours per week. It is understood that this salary will be adjusted to a salary of \$43.63 ($\$43.31 + .32$) prior to the 13th pay period in 2023. In addition to salary increases granted by the Commission on an annual basis, the Lieutenant shall be eligible to receive all full-time benefits of other employees of the Town of Wolfeboro, the Wolfeboro Police Department, and other benefits provided by the NEPBA contract including but not limited cost of living increases provided by the Town to full-time employees, (including police department employees). Said cost of living increases shall not be less than those granted members of the NEPBA and shall be the greater between the NEPBA Union and the COLA of the Non-Union Town of Wolfeboro employees-whichever is greatest. Furthermore, the Lieutenant shall be eligible for any educational benefits and stipends paid or provided for the obtainment of College Degrees. The amount the Lieutenant shall receive will be determined after the NEPBA Union Contract negotiations have been completed. Additionally, the Lieutenant shall be paid one day's extra pay at his hourly rate (at time of service) for each of the twelve (12) Town of Wolfeboro holidays per year in accordance with the Town of Wolfeboro Personnel Policy; it is understood that this compensation is paid to him whether he worked the holiday or not. He shall also be free to elect to receive the so called, "Medical Opt-Out" payment (at the grand-fathered rate of \$665.60 per year, added to his hourly wage at the rate of .32 cents per hour in accordance with agreement made with the Town of Wolfeboro Board of Selectmen.) The Lieutenant shall not be bound by the Town's, "earned-time" carry-over policy. Leave time for the Lieutenant may be continuously accrued without limit(s), consistent with current practice and policy. However, upon severance of employment with the employer, and consistent with current practice, other than the provision(s) contained in this document pertaining to "forced" retirement, death, or medical disability, the Lieutenant shall be paid for unused leave time based on the Lieutenant's hourly wage (at time of separation of service) to a maximum of 480 hours.

6. The Chief, Captain and the Commissioners shall meet monthly to review reports of departmental operations prepared by the chief of Police and discuss problems, policies, budgets and topics of importance. If the Chief or Captain or unable to make the monthly scheduled meeting the Lieutenant shall sit in so there are always two administrative officers during the meeting.
7. The Lieutenant shall be provided a car for official business use. He shall have use of this vehicle twenty-four hours a day, seven days a week, including commuting to and from his home.
8. The Lieutenant shall be provided with the same compliment of police uniforms and related gear afforded to all sworn Department personnel on an annual basis.
9. It is understood and agreed that the position of the Town of Wolfeboro Police Lieutenant is a working position and, as a normal routine, the Lieutenant shall be uniformed while on duty. Exceptions may be made by the Chief for certain police duties, functions, meetings or events that may require civilian attire.
10. The cost of membership in various professional organizations fostering professional and community growth and networking for the Department, including short courses, institutes and conferences for the Lieutenant and other Department personnel will be budgeted annually.
11. This document constitutes the entire understanding between the parties and changes or modifications shall be in writing signed by the parties prior to implementation. This contract becomes official once signed and dated, and this contract takes effect on TBD 2022.
12. Compensatory Time Purchase: The Wolfeboro Police Commission agree to purchase or "buy back" up to 40 hours of the Lieutenant yearly Compensatory Time at the applicable overtime rate of 1.5 hours per hour worked. This is due for two reasons first, to decrease the amount of "Comp Time" the Lieutenant is accumulating, and to compensate him for the due diligence and work ethic throughout the year which is above and beyond the normal workday.
13. Overtime: The Wolfeboro Police Commission, agree if the Lieutenant covers a patrol shift outside of his normal scheduled hours it shall be paid at his current overtime rate. It is understood and agreed that the position of the Town of Wolfeboro Lieutenant is a working position and, open shifts become available in patrol for reasons dealing with officer vacancy. The Lieutenant is considered one of the last lines of coverage, along with the Captain for the department.

Stephen Wood, Chairman

Wolfeboro Police Commission:



Date:

11/17/22

Robert O'Brien,

Wolfeboro Police Commission:



Date: Nov 17, 2022

Shawn Coope

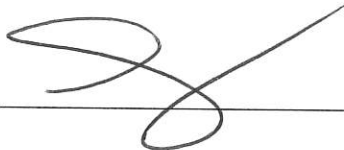
Wolfeboro Police Commission:



Date: Nov 17, 2022

Guy Maloney, Lieutenant

Wolfeboro Police Department:



Date: Nov 17, 2022

Dean J. Rondeau, Chief of Police

Wolfeboro Police Department:



Date: Nov, 17, 2022

Memorandum of Agreement, MOU
(Contract)
For Executive Administrative Assistant
Sherri Moore

1. The Town of Wolfeboro Police Commission, hereinafter referred to as the "Commission" or Commissioners, by virtue of formal action by its elected Police Commissioners, hereinafter referred to as the "Commissioners", agrees to employ Sherri Moore, hereinafter referred to as the "Executive Administrative Assistant", to serve as Executive Administrative Assistant for the Town of Wolfeboro Police Department by the terms of this contract until her age at sixty-eight (68) years of age. This appointment is made by the Commissioners subject to the terms and conditions contained within this memorandum and pursuant to the provisions of all relevant Town Ordinances and applicable State Statutes. The Executive Administrative Assistant agrees to dutifully and faithfully perform and fulfill the duties and responsibilities of the position and shall dedicate her full time and effort to fulfilling these responsibilities.
3. The Executive Administrative Assistant will serve subject to the provisions of this document and applicable local ordinances, by-laws, State Statutes, and the Wolfeboro Police Executive Administrative Assistant Job Description contained within the Rules and Regulations and Policy Manual of the Wolfeboro Police Department. The Executive Administrative Assistant shall not be removed except for a) Just Cause, b) by agreement between her and the Commission, or c) The Executive Administrative Assistant reaches retirement age being sixty-eight (68) years-of-age (unless the Commission decides to extend same with agreement of the Chief, Captain, Lieutenant and said Executive Administrative Assistant). It is the spirit and intent of this contract and memorandum of understanding (MOU) that this contract and MOU remains in full force and effect until the Executive Administrative Assistant reaches the age of sixty-eight (68) years or ends by mutual agreement.
4. If during the tenure of this agreement, the Executive Administrative Assistant shall elect to accept another position, retire, or resign, she shall provide the Commission with not less than thirty (30) days written notice. Additionally, should the Executive Administrative Assistant become permanently medically, physically, or mentally disabled and incapable of performing her duties, she is to be subsequently retired. As a result, she will be entitled to receive at her current rate of pay any remaining earned time will receive any of her unused Medical optout funds still remaining along with other pay and benefits bestowed by the Town of Wolfeboro. Should the Executive Administrative Assistant employment be terminated for "Just Cause" or should she be retired through mutual agreement with the Commission, she shall be entitled to receive, as of that date, the proceeds, at her current rate of pay, for any unused earned time and medical opt out funds still remaining up to that event. Should the Executive Administrative Assistant die while in office, her surviving spouse shall receive any and all unused earned time and medical optout

benefits remaining up to that event. Upon her retirement the Executive Administrative Assistant shall be entitled to receive, at her current rate of pay, any unused earned time not to exceed 280 hours and any medical opt out funds still remaining, up to that event along with other pay and benefits bestowed by the Town of Wolfeboro.

5. It is understood that the Executive Administrative Assistant position is a full-time, Thirty-five (35) hour per week position. The Executive Administrative Assistant agrees to serve at the salary of **\$24.93** per hour, thirty-five hours per week or if needed forty-hours per week. It is understood that this payment takes effect immediately. In addition to salary increases granted by the Commission on an annual basis, the Executive Administrative Assistant shall be eligible to receive all full-time benefits of other employees of the Town of Wolfeboro, the Wolfeboro Police Department, and other benefits provided by the NEPBA contract including but not limited cost of living increases provided by the Town to full-time employees, (including police department employees). Said cost of living increases shall not be less than those granted members of the NEPBA and shall be the greater between the NEPBA Union and the COLA of the Non-Union Town of Wolfeboro employees-whichever is greatest. Furthermore, the Executive Administrative Assistant shall be eligible for any educational benefits and stipends paid or provided for the obtainment of College Degrees. Additionally, Starting January 1, 2024, the Executive Administrative Assistant shall be paid one day's extra pay at her hourly rate (at time of service) for each of the twelve (12) Town of Wolfeboro holidays per year in accordance with the Town of Wolfeboro Personnel Policy; it is understood that this compensation is paid to her whether she worked the holiday or not. Leave time for the Executive Administrative Assistant may be continuously accrued without limit(s), consistent with current practice and policy. However, upon severance of employment with the employer, and consistent with current practice, other than the provision(s) contained in this document pertaining to "forced" retirement, death, or medical disability, the Executive Administrative Assistant shall be paid for unused leave time based on the Executive Administrative Assistant hourly wage (at time of separation of service) to a maximum of 280 hours.

10. The Executive Administrative Assistant shall be provided with a similar clothing allowance as afforded to the Dispatch personnel on an annual basis.

11. The cost of membership in various professional organizations fostering professional and community growth and networking for the Department, including short courses, institutes and conferences for the Executive Administrative Assistant and other Department personnel will be budgeted annually.

12. This document constitutes the entire understanding between the parties and changes or modifications shall be in writing signed by the parties prior to implementation. This contract becomes official once signed and dated, and this contract takes effect on May 18, 2023.

Stephen Wood, Chairman

Wolfeboro Police Commission:

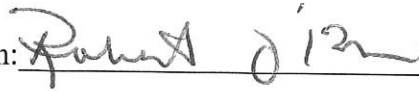


Date:

5/18/23

Robert O'Brien,

Wolfeboro Police Commission:

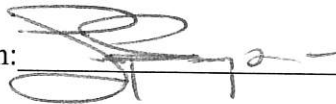


Date:

5-18-2023

Shawn Coope

Wolfeboro Police Commission:

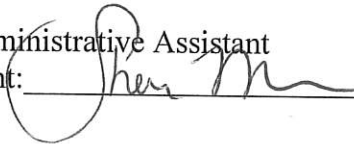


Date:

5/18/23

Sherri Moore, Executive Administrative Assistant

Wolfeboro Police Department:



Date:

5/18/23

Mark Livie, Officer in Charge

Wolfeboro Police Department:



Date:

5/18/23