

Town of Wayne Board of Selectmen

MEMBERS: Gary Kenny, Stephanie Haines, Don Welsh, Jon Lamarche and Trent Emery

Special Meeting Agenda

Date: Wednesday April 5, 2017

Time: 6:30 PM

Place: Wayne Elementary School – Library

Call Meeting to Order.

Pledge of Allegiance.

Selectmen Present / Quorum.

Meeting Minutes.

Business Agenda.

- a. Executive Session: Personnel: Town Managers' evaluation and contract**
(Executive Session, if needed, 1 MRSA §405 (6) A Personnel

Manager Recommendation: The Board to enter Executive Session,
1 MRSA §405 (6) A Personnel.

Manager Recommendation: The Board to exit Executive Session, 1
MRSA §405 (6) A Personnel.

Manager Recommendation: Any motion as a result of executive session.

Supplements and Abatements.

Town Manager Report.

Board Member Reports.

Public Comments.

Adjourn.

The next regularly scheduled **Board of Selectmen Meeting** is scheduled for **Tuesday April 18, 2017 at 6:30 PM** at the Wayne Elementary School - Gymnasium.

TOWN OF WAYNE, MAINE
Town Manager Employment Agreement

This is an Employment Agreement, dated **March 11, 2014** (Effective Date) between the Town of Wayne and **Aaron Chrostowsky** of **Waterville, ME**. This agreement is pursuant to Title 30-A, Section 2631-2639, as amended by an ordinance adopted by the Town of Wayne on March 10, 1979, which adopted the Town Manager form of government.

1. **Description of Employment and Employee's Duties:** The Selectmen, acting for the Town, hereby employs the Employee as Town Manager of the Town of Wayne and the Employee accepts such employment upon the terms and conditions herein contained. The Employee's duties shall be those usually associated with a Town Manager of a Maine Municipality and as prescribed from time to time by the Selectmen and the State of Maine. The Employee shall assert his/her best efforts, attention and energies to his position and it is understood that the Employee, for no further compensation, also performs the duties of Road Commissioner, Deputy Treasurer, Deputy Tax Collector, Deputy Town Clerk, General Assistance Officer and Health Officer. The Employee may also perform other assignments or appointments from time to time, as necessary.
2. **Term:** The Term of this Agreement shall be for a period of approximately thirty-six (36) months, commencing on **July 1, 2014** (Commencement Date) and ending **June 30, 2017** (Termination Date). This Agreement shall not be evidence of any expectations of continued employment either indefinitely or for any period beyond this Term. During the Term, the Town Manager may be terminated at any time subject to the termination provisions of this Agreement. A new Agreement is required for the Town Manager to work for the Town beyond the Termination Date.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Selectmen to terminate the services of the Employee at any time, or for the Employee to resign at any time, subject only to the provisions set forth in Section 6 of this Agreement.

The Selectmen agree that on or before **May 1**, of each successive contract year, they will notify Employee of their intent and desire to enter into an employment agreement with the Employee, and the Employee agrees he/she will do the same. If both parties indicate that they desire a new employment agreement, they agree that they will, in good faith attempt to sign a new agreement on or before **July 1, of each successive contract year**.

3. **Compensation:** The Town shall pay to the Employee, for all of his/her services to be rendered hereunder, the following Salary:

From the Commencement Date until June 30, 2017, at the rate of \$45,390 per year, payable in such installments as the Selectmen may from time to time determine. The Selectmen agree to review the Employee's salary and benefit package for the upcoming fiscal year on or before April 1 of each subsequent year. If the Town Manager and the Selectboard cannot agree upon a salary and compensation package for the following fiscal year by May 1, the Town and Town Manager agree to dissolve the remaining years of this contract, effective at the end of that fiscal year.

4. **Benefits:** In addition to the Salary, the Town shall provide the following Benefits:
 - A. **Retirement:** Town agrees to pay up to five percent (5%) into a 457 Deferred Compensation Plan or other Retirement Plan established for the Employee, contingent on a one-to-one match to the five percent total figure by the Employee, who also may elect at his/her own option, and with no

Town contribution, to defer additional monies into the retirement plan. Participation in Social Security is mandatory, with both the Town and Employee making the required contributions.

- B. Insurance: Town agrees to pay one hundred percent (100%) of the Employee's cost for the following insurances through the Maine Municipal Association or other parties retained, as deemed to be in the best interest of the town.
- Health Insurance (Individual Rate, PPO plan);
 - Life Insurance equal to one year's salary;
 - Dental Insurance; and
 - Disability Insurance.
 - Vision
- C. Vacation: Vacation time is two weeks (10 days) for one year; two weeks (10 days) at two years; three weeks (15 days) at three years and four years; and capped at four weeks (20 days) beginning in year five, regardless of the length of service. The Manager shall not use more than ten (10) vacation days in any thirty (30) day period without prior approval of the Board of Selectmen.
- D. Holidays: The Employee shall be granted the holidays normally observed statewide and granted other town employees with the approval of the Selectmen.
- E. Accrued Vacation: Upon termination, whether voluntary or involuntary, the Town shall compensate Employee for all accrued but unused vacation time. Said compensation shall be based upon Employee's Salary as of the date of employment and termination.
- F. Sick Time: Employee to accumulate sick days at the rate of one (1) day per month, accumulating up to a total of thirty (30) days, with any accrued amounts not payable upon leaving employment.
- G. Management Facilities: The Town will provide and maintain, or cause to be provided and maintained, such facilities, equipment and supplies as the Board of Selectmen deems necessary for the Manager's performance of his/her services and duties under this agreement.
- H. Management Service: The Manager shall devote an average of forty (40) hours per week to the affairs of the Town of Wayne and shall use his/her best efforts and devote his/her full time to the performance of his/her employment under this contract.
- a. Professional Development: Professional Development: The Town shall pay for membership dues to the International City / County Management Association (\$320/yr) and the Maine Town and City Management Association (\$80/yr), and if attendance is authorized by the Select Board, fees and expenses for the Maine Town and City Managers Interchange and Institute, and the Maine Municipal Association Annual Convention. Also, the Town shall pay fees and expenses for other professional development activities for which it approves attendance.
- b. Indemnification: The Town shall defend, hold 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. The Town will, in its sole discretion, defend, compromise or settle as appropriate any such claim or suit and pay the amount of any settlement or judgment. This section does not apply to claims resulting from Employee's

willful misconduct or for claims arising outside of Employee's duties as Town Manager. Such indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide full and complete protection for the Employee by the Town.

- c. **Jury Duty:** In the event that the Employee is called for jury duty and attends court and is paid by the court system, the Employee will remit to the Selectmen all such sums for jury duty. The Selectmen agree, however, that attendance at jury duty will not diminish any of the Benefits and the Employee shall receive full Salary and Benefits during the jury duty period.
 - d. **Bereavement Leave:** In the event of the death of the Employee's spouse, or child, the Employee shall be entitled to seven (7) consecutive working days leave. For the Employee's mother, father, stepmother or stepfather, seven (7) workdays, and for the Employee's brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren and grandparents, the Employee shall be entitled to up to three (3) workdays leave. For the Employee's spouse's grandparents, one (1) workday. The Employee must attend the funeral. However, Bereavement Leave may be banked if burial is to take place at a later date. Such hours taken for bereavement leave shall be counted as hours worked in determining eligibility for overtime pay, vacations and holiday pay. Employee shall be allowed to take time off without pay to attend funerals of persons not covered in this section.
 - e. **Performance Evaluation:** The Selectmen agree to perform performance evaluations from time to time. . An annual review will be conducted by the selectmen on or before April 1, of each successive year of the contract period.
5. **Termination:** Notwithstanding any statutory or other provisions that pertain to the employment and termination of a Town Manager, Employee's employment under this Agreement may be terminated as follows:
- A. **Termination for Cause:** The Selectmen may terminate this Agreement at any time for cause, as follows:
 - a. In the event of a material breach of this Agreement or any representation or warranty herein, by Employee, provided that written notice of such breach is given to the Employee and the breach is not cured within sixty (60) days; and provided further that the Selectmen may terminate Employee's employment under this Agreement immediately and without notice in the event of gross and demonstrable dereliction of duty by Employee;
 - b. In the event that Employee has been found by a court or administrative agency (or is reasonably believed by the Selectmen) to have committed a criminal offense (other than a traffic offense);
 - c. In the event that Employee engages in dishonest conduct or conducts himself/herself in a manner which harms or causes injury to the Town;
 - d. In the event the Selectmen discover that the Employee has falsified information and records provided in connection with his/her application for employment or committed resume fraud.
 - e. In the event that Employee repeatedly, intentionally or negligently fails to perform his/her work responsibilities or to attend work.

B. **Termination Without Cause:** The Selectmen may elect to terminate Employee's employment under this Agreement at any time during the term of the Agreement, with notice, even in the absence of cause or a material breach as follows:

- a. If the termination occurs during the term of this contract, the Selectmen shall pay the Employee an amount equal to six months Salary and Benefits.
- b. In the event that the Employee is terminated for cause, the Selectmen shall have no obligation under this paragraph.

C. **Termination by Employee:** The Employee may voluntarily terminate this Agreement at any time upon sixty (60) days written notice to the Selectmen. In the event of such termination, the Employee shall not be entitled to receive any Severance Pay.

6. **Confidential Information:** Employee has access to confidential information pertaining to persons or property in the Town. Employee shall not use this privileged information to his/her private advantage or to provide friends or acquaintances with information that could be used to private advantage.

7. **Dispute Resolution:** Any unresolved dispute between Employee and the Selectmen concerning the rights and obligations of the parties hereunder, including any dispute following the termination of this Agreement, shall be resolved by binding arbitration conducted in Kennebec County, Maine in accordance with the arbitration rules of the American Arbitration Association. The cost of such arbitration shall be borne equally by both parties. This provision applies to any claim under Title VII, the ADA, the ADEA, 42 USC 1983 or any other federal or state discrimination law.

8. **Notices:** Any notice required or permitted to be given by one party to the other hereunder shall be sufficient if in writing and hand delivered or mailed by certified mail, return receipt requested, to the following address, until notice of change of address is actually received by the sending party:

To the Selectmen:
c/o Town of Wayne
P.O. Box 400
48 Pond Road
Wayne, ME 04284

To the Employee:
Aaron Chrostowsky
42 Central Street, Apt. 2a
Winthrop, Maine 04364

9. **Entire Agreement:** This Agreement constitutes the entire agreement between the Town and the Employee, and there are no oral or written agreements, understandings, warranties or representations between the parties except as set forth herein.

10. **Amendments:** This agreement may not be amended except by writing and signed by both parties, except as may be provided by law.

11. **Waiver:** No term or provision of this Agreement shall be deemed to have been waived by either party unless such a waiver is in writing and signed by the party making the waiver.

12. **Headings:** The headings of the numbered paragraphs of this Agreement are used solely for convenience and are not to be used in construing or interpreting the Agreement.

13. **Severability:** In the event that any provision of this Agreement is found to be unenforceable, illegal or contrary to public policy, such findings shall not invalidate the entire Agreement, and this Agreement shall remain in full force and effect except for the offending provision.

14. **Choice of Law:** This Agreement has been made and entered into in the State of Maine and shall be interpreted according to Maine law.

Employee:

Aaron Chrostowsky

Selectmen of the Town of Wayne:

Gary A. Kenny, Chair

Stephen R. Saunders

Carroll Paradis, Vice Chair

Stephanie H. Haines

Peter Ault

Attachment: Subsequently dated Goals and Objectives

**Town of Wayne, Maine
Special Select Board Meeting Minutes
Monday February 29, 2016
Wayne Elementary School**

Call Meeting to Order/ Selectmen Present

Gary Kenny determined quorum and called meeting to order at 7:00 PM with the following members present: Peter Ault, Stephanie Haines, Gary Kenny, Jonathan Lamarche and Don Welsh.

Others Present: Aaron Chrostowsky, Town Manager

Pledge of Allegiance

Selectmen Present / Quorum

Purpose this meeting was to discuss the recruitment of Aaron Chrostowsky by the Belgrade Board of Selectmen for the position of Town Manager. Aaron submitted a resume and interviewed for the position. They offered Aaron Chrostowsky the position, salary in the amount of \$52,500 annually, \$150/ month travel stipend, ICMA-RC at 3%, MMEHT Health/ Dental, Vision and Short-term Disability. Aaron stated that he wasn't seeking employment and was interested in staying in Wayne. The Board of Selectmen expressed their interest in keeping Aaron Chrostowsky in Wayne.

**a. Executive Session: Personnel: Town Managers' contract
Executive Session, 1 MRSA §§ 405 (6) A Personnel**

The Board moved to enter into Executive Session at 7:01 PM, 1 MRSA §§ 405 (6) A Personnel. (Welsh/Lamarche) (5/0)

The Board moved to enter into Executive Session at 7:57 PM, 1 MRSA §§ 405 (6) A Personnel. (Welsh/Haines) (5/0)

The Board moved to offer the Town Manager Aaron Chrostowsky - \$50,000 annually plus \$100 per month travel stipend beginning July 1st, 2016 contingent on Town Meeting approval. (Haines/ Lamarche) (5/0)

Public Comments

Adjourn.

Motion to Adjourn at 8:10 PM. (Welsh/ Haines) (5/0)

The next Select Board Meeting is scheduled for Tuesday, March 8, 2016 at 6:30 p.m. at the Wayne Elementary School Gymnasium.

Recorded by:
Aaron Chrostowsky, Town Manager

Select Board Members

Gary Kenny

Stephanie Haines

Peter Ault

Don Welsh

Jonathan Lamarche

TOWN OF WAYNE, MAINE
Town Manager Employment Agreement

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1. **Description of Employment and Employee's Duties:** The Selectmen, acting for the Town, hereby employs the Employee as Town Manager of the Town of Wayne and the Employee accepts such employment upon the terms and conditions herein contained. The Employee's duties shall be those usually associated with a Town Manager of a Maine Municipality and as prescribed from time to time by the Selectmen and the State of Maine. The Employee shall assert his/her best efforts, attention and energies to his position and it is understood that the Employee, for no further compensation, also performs the duties of Road Commissioner, Deputy Treasurer, Deputy Tax Collector, Deputy Town Clerk, General Assistance Officer and Health Officer. The Employee may also perform other assignments or appointments from time to time, as necessary.
2. **Term:** The Term of this Agreement shall be for a period of approximately thirty-six (36) months, commencing on July 1, 2014-2017 (Commencement Date) and ending June 30, 2017-2020 (Termination Date). This Agreement shall not be evidence of any expectations of continued employment either indefinitely or for any period beyond this Term. During the Term, the Town Manager may be terminated at any time subject to the termination provisions of this Agreement. A new Agreement is required for the Town Manager to work for the Town beyond the Termination Date.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Selectmen to terminate the services of the Employee at any time, or for the Employee to resign at any time, subject only to the provisions set forth in Section 6 of this Agreement.

The Selectmen agree that on or before May 1, of each successive contract year, they will notify Employee of their intent and desire to enter into an employment agreement with the Employee, and the Employee agrees he/she will do the same. If both parties indicate that they desire a new employment agreement, they agree that they will, in good faith attempt to sign a new agreement on or before July 1, of each successive contract year.

3. **Compensation:** The Town shall pay to the Employee, for all of his/her services to be rendered hereunder, the following Salary:

From the Commencement Date until June 30, 2017-2020, at the rate of \$45,39050,000 per year, payable in such installments as the Selectmen may from time to time determine. The Selectmen agree to review the Employee's salary and benefit package for the upcoming fiscal year on or before April 1 of each subsequent year. If the Town Manager and the Selectboard cannot agree upon a salary and compensation package for the following fiscal year by May 1, the Town and Town Manager agree to dissolve the remaining years of this contract, effective at the end of that fiscal year.

4. **Benefits:** In addition to the Salary, the Town shall provide the following Benefits:

- A. **Retirement:** Town agrees to pay up to five percent (5%) into a 457 Deferred Compensation Plan or other Retirement Plan established for the Employee, contingent on a one-to-one match to the five percent total figure by the Employee, who also may elect at his/her own option, and with no

Town contribution, to defer additional monies into the retirement plan. Participation in Social Security is mandatory, with both the Town and Employee making the required contributions.

- B. Insurance: Town agrees to pay one hundred percent (100%) of the Employee's cost for the following insurances through the Maine Municipal Association or other parties retained, as deemed to be in the best interest of the town.
- Health Insurance (Individual Rate, PPO plan);
 - Life Insurance equal to one 1 year's salary;
 - Dental Insurance; and
 - Disability Insurance.
 - Vision
- C. Vacation: Vacation time is two weeks (10 days) for one year; two weeks (10 days) at two years; three weeks (15 days) at three years and four years; and capped at four weeks (20 days) beginning in year five, regardless of the length of service. The Manager shall not use more than ten (10) vacation days in any thirty (30) day period without prior approval of the Board of Selectmen.
- D. Holidays: The Employee shall be granted the holidays normally observed statewide and granted other town employees with the approval of the Selectmen.
- E. Accrued Vacation: Upon termination, whether voluntary or involuntary, the Town shall compensate Employee for all accrued but unused vacation time. Said compensation shall be based upon Employee's Salary as of the date of employment and termination.
- F. Sick Time: Employee to accumulate sick days at the rate of one (1) day per month, accumulating up to a total of thirty (30) days, with any accrued amounts not payable upon leaving employment.
- G. Travel Allowance: Employee will receive a monthly mileage stipend in the amount of \$100.00 per month for his/her duties under this agreement.
- G-H. Management Facilities: The Town will provide and maintain, or cause to be provided and maintained, such facilities, equipment and supplies as the Board of Selectmen deems necessary for the Manager's performance of his/her services and duties under this agreement.
- H-I. Management Service: The Manager shall devote an average of forty (40) hours per week to the affairs of the Town of Wayne and shall use his/her best efforts and devote his/her full time to the performance of his/her employment under this contract.
- a. Professional Development: Professional Development: The Town shall pay for membership dues to the International City / County Management Association (~~\$320/yr~~) and the Maine Town and City Management Association (~~\$80/yr~~), and if attendance is authorized by the ~~Select Board~~, fees and expenses for the Maine Town and City Managers Interchange and Institute, and the Maine Municipal Association Annual Convention. Also, the Town shall pay fees and expenses for other professional development activities for which it approves attendance.
- b. Indemnification: The Town shall defend, hold 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

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Employee's duties as Town Manager. The Town will, in its sole discretion, defend, compromise or settle as appropriate any such claim or suit and pay the amount of any settlement or judgment. This section does not apply to claims resulting from Employee's willful misconduct or for claims arising outside of Employee's duties as Town Manager. Such indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide full and complete protection for the Employee by the Town.

- c. **Jury Duty:** In the event that the Employee is called for jury duty and attends court and is paid by the court system, the Employee will remit to the Selectmen all such sums for jury duty. The Selectmen agree, however, that attendance at jury duty will not diminish any of the Benefits and the Employee shall receive full Salary and Benefits during the jury duty period.
 - d. **Bereavement Leave:** In the event of the death of the Employee's spouse, or child, the Employee shall be entitled to seven (7) consecutive working days leave. For the Employee's mother, father, stepmother or stepfather, seven (7) workdays, and for the Employee's brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren and grandparents, the Employee shall be entitled to up to three (3) workdays leave. For the Employee's spouse's grandparents, one (1) workday. The Employee must attend the funeral. However, Bereavement Leave may be banked if burial is to take place at a later date. Such hours taken for bereavement leave shall be counted as hours worked in determining eligibility for overtime pay, vacations and holiday pay. Employee shall be allowed to take time off without pay to attend funerals of persons not covered in this section.
 - e. **Performance Evaluation:** The Selectmen agree to perform performance evaluations from time to time. . An annual review will be conducted by the selectmen on or before April 1, of each successive year of the contract period.
5. **Termination:** Notwithstanding any statutory or other provisions that pertain to the employment and termination of a Town Manager, Employee's employment under this Agreement may be terminated as follows:
- A. **Termination for Cause:** The Selectmen may terminate this Agreement at any time for cause, as follows:
 - a. In the event of a material breach of this Agreement or any representation or warranty herein, by Employee, provided that written notice of such breach is given to the Employee and the breach is not cured within sixty (60) days; and provided further that the Selectmen may terminate Employee's employment under this Agreement immediately and without notice in the event of gross and demonstrable dereliction of duty by Employee;
 - b. In the event that Employee has been found by a court or administrative agency (or is reasonably believed by the Selectmen) to have committed a criminal offense (other than a traffic offense);
 - c. In the event that Employee engages in dishonest conduct or conducts himself/herself in a manner which harms or causes injury to the Town;
 - d. In the event the Selectmen discover that the Employee has falsified information and records provided in connection with his/her application for employment or committed resume fraud.

e. In the event that Employee repeatedly, intentionally or negligently fails to perform his/her work responsibilities or to attend work.

B. **Termination Without Cause:** The Selectmen may elect to terminate Employee's employment under this Agreement at any time during the term of the Agreement, with notice, even in the absence of cause or a material breach as follows:

a. If the termination occurs during the term of this contract, the Selectmen shall pay the Employee an amount equal to six months Salary and Benefits.

b. In the event that the Employee is terminated for cause, the Selectmen shall have no obligation under this paragraph.

C. **Termination by Employee:** The Employee may voluntarily terminate this Agreement at any time upon sixty (60) days written notice to the Selectmen. In the event of such termination, the Employee shall not be entitled to receive any Severance Pay.

6. **Confidential Information:** Employee has access to confidential information pertaining to persons or property in the Town. Employee shall not use this privileged information to his/her private advantage or to provide friends or acquaintances with information that could be used to private advantage.

7. **Dispute Resolution:** Any unresolved dispute between Employee and the Selectmen concerning the rights and obligations of the parties hereunder, including any dispute following the termination of this Agreement, shall be resolved by binding arbitration conducted in Kennebec County, Maine in accordance with the arbitration rules of the American Arbitration Association. The cost of such arbitration shall be borne equally by both parties. This provision applies to any claim under Title VII, the ADA, the ADEA, 42 USC 1983 or any other federal or state discrimination law.

8. **Notices:** Any notice required or permitted to be given by one party to the other hereunder shall be sufficient if in writing and hand delivered or mailed by certified mail, return receipt requested, to the following address, until notice of change of address is actually received by the sending party:

To the Selectmen:
c/o Town of Wayne
P.O. Box 400
48 Pond Road
Wayne, ME 04284

To the Employee:
Aaron Chrostowsky
42 Central Street, Apt. 2a
Winthrop, Maine 04364

9. **Entire Agreement:** This Agreement constitutes the entire agreement between the Town and the Employee, and there are no oral or written agreements, understandings, warranties or representations between the parties except as set forth herein.

10. **Amendments:** This agreement may not be amended except by writing and signed by both parties, except as may be provided by law.

11. **Waiver:** No term or provision of this Agreement shall be deemed to have been waived by either party unless such a waiver is in writing and signed by the party making the waiver.

12. **Headings:** The headings of the numbered paragraphs of this Agreement are used solely for convenience and are not to be used in construing or interpreting the Agreement.

13. **Severability:** In the event that any provision of this Agreement is found to be unenforceable, illegal or contrary to public policy, such findings shall not invalidate the entire Agreement, and this Agreement shall remain in full force and effect except for the offending provision.

14. **Choice of Law:** This Agreement has been made and entered into in the State of Maine and shall be interpreted according to Maine law.

Employee:

Aaron Chrostowsky

Selectmen of the Town of Wayne:

Gary A. Kenny, Chair

~~Stephen R. Saunders~~ Stephanie Haines, Vice Chair

~~Carroll Paradis, Vice Chair~~ Don Welsh

~~Stephanie H. Haines~~ Jonathan Lamarche

~~Peter Aul~~ Trent Emery

Attachment: Subsequently dated Goals and Objectives