

Town of Wayne Selectboard

Members: Don Welsh, Trent Emery, Amy Black, Stan Davis, and Lloyd Irland

Meeting Agenda

Date: Tuesday, June 2, 2020

Time: 6:30 PM.

Place: "Remote Participation Only"

Join Zoom Meeting

<https://us02web.zoom.us/j/84704910168?pwd=SjhMdkVqZUFLa21vbWlzUHU1aVdZdz09>

Meeting ID: 847 0491 0168

Password: 868491

Selectboard Members Present / Quorum.

Call Meeting to Order.

We encourage everyone in attendance to read the Selectboard Bylaws.

Selectboard Meetings are working meetings between Board members and town staff.

All participants must be recognized by the Chairperson before speaking.

Pledge of Allegiance.

Conflict of Interest.

Minutes.

- a. **Consider approving the Selectboard meeting minutes for May 19, 2020.**

Manager Recommendation: Move the Board to approve the Selectboard meeting minutes for May 19, 2020.

Warrants.

- a. **Consider approving Payroll Warrant #57.**

Manager Recommendation: Move the Board to approve Payroll Warrant #57 in the amount of \$4,480.15.

- b. **Consider approving Accounts Payable Warrant #58.**

Manager Recommendation: Move the Board to approve Accounts Payable Warrant #58 in the amount of \$10,500.62.

- c. **Consider approving Payroll Warrant #59.**

Manager Recommendation: Move the Board to approve Payroll Warrant #59 in the amount of \$1,049.69.

Consent Agenda.

- a. **INTERLOCAL AGREEMENT - READFIELD, MAINE AND WAYNE, MAINE - CODE ENFORCEMENT OFFICER.**

Manager Recommendation: Sign Interlocal Agreement with Town(s) of Readfield and Wayne for Code Enforcement Officer Services.

- b. **Finalize Budget Adoption Process.**

New Business.

Old Business.

New Business.

Selectboard Goals.

Supplements and Abatements.

Town Manager Report.

Town News.

Board Member

Public Comments.

Adjourn.

The next regularly scheduled for **Tuesday June 16, 2020**, by Remote Participation Only.

**Town of Wayne, Maine
Select Board Meeting Minutes
Tuesday May 19, 2020
Wayne Elementary School**

Call Meeting to Order/ Selectmen Present

Don Welsh determined quorum and called meeting to order at 6:30 PM with the following members present: Amy Black, Stan Davis, Trent Emery, Lloyd Irland, and Don Welsh.

Others Present: Aaron Chrostowsky, Town Manager and Cathy Cook, Town Clerk.

Audience: Brenda Joseph and Hazel Stevenson.

By Remote Participation only due to Covid-19 Pandemic

Meeting Minutes:

a. The Board approved the Selectboard meeting minutes for May 5, 2020. (Black/Davis/)(4/0). (Emery was not yet able to log in).

Warrants:

- a. The Board approved Payroll Warrant #55 in the amount of \$6,833.04. (Black/Davis) (4/0). (Emery was not yet able to log in.)
- b. The Board approved Accounts Payable Warrant #6 in the amount of \$413,714. (Black/Davis) (5/0).

Consent Agenda:

- a. The Board authorized the Town Manager to enter into the Interlocal Agreement with the Town of Readfield for Code Enforcement Officer and Hire Code Enforcement Officer, Jaime Hanson, starting June 1, 2020. (Irland/Black) (5/0).

New Business:

- a. Discussion about the Governor's Executive Order # 53, which is an order of adjustment of taxes and possible suspending lien notices and filing deadlines for automatic foreclosure. The Board accepted the process to delay lien notices if needed, and to send amended Courtesy Letters. (Davis/Emery) (5/0).
- b. Employee Compensation discussed.

Old Business:

- a. Paving Update: St. Laurent was awarded the bid but will start shortly but has a delay.

- b. Ladd Recreation Center Update: The Ladd Board awarded the interim position of Recreation Director to Adam Brooks. Also, the summer camp program is still going forward at this point.
- c. The Town Manager discussed concerns about Sustain Wayne and the possibility that they may lose the Block Grant, of which he has offered to help with. Suggests they may need an extension, but they have not answered his offers for assistance
- d. The Board signed Resolution for the Wayne Cane which was presented to Grace Burleigh Friday, May 1, 2020. (Davis/ Emery) (5/0).

Supplements and Abatements:

- a. Abatement was tabled after discussion and concerns by Brenda Joseph, who decided she may pursue a variance to make the property a buildable lot to increase the value so that she can sell it for more.

Town Manager Report: None

Board Member Reports:

- a. Don Welsh proposed that the Town compensate some special people who went above and beyond to help make the Memorial Day tribute more special, using money which is set aside for the high school band, who are not able to march due to Covid-19. Taylor Stevenson, \$75 for placing the flags along Main Street each year, Dana Reynolds \$50 for playing taps and singing, and Kate Ballou for picking up and placing a wreath \$25.
- b. Stan Davis suggested a later discussion about ways to help voters be aware of using absentee ballots for voting to assist in social distancing.

Public Comments:

- a. Hazel Stevenson asked about use of Capital Funds for roads, specifically, under what circumstances that fund is able to be used. Hazel also commented on Employee compensation, stating she believed the Town Manager’s comparisons to other town’s employee compensations was not giving accurate comparison.

Motion to Adjourn at 7:50 PM. (Black/Davis) (5/0)

The next Select Board Meeting is scheduled for Tuesday, May 19, 2020 at 6:30 p.m. by Remote Participation.

Recorded by:
Cathy Cook, Town Clerk

Select Board Members

Don Welsh

Trent Emery

Amy Black

Stan Davis

Lloyd Irland

INTERLOCAL AGREEMENT
READFIELD, MAINE AND WAYNE, MAINE
CODE ENFORCEMENT OFFICER

WHEREAS, the Towns of Readfield and Wayne share a need for the services of a Code Enforcement Officer / Local Plumbing Inspector;

WHEREAS, the Towns of Readfield (“Readfield”) and Wayne (“Wayne”) intend to jointly select and utilize the services of a Code Enforcement Officer / Local Plumbing Inspector (“CEO”) subject to the sharing of cost and hours of work stipulated within this agreement; and

WHEREAS, pursuant to 30-A M.R.S.A. § 2201, etc. seq., municipalities are permitted to make the most efficient use of their powers by enabling them to cooperate with other municipalities on the basis of mutual advantage through entering into an interlocal agreement;

NOW THEREFORE, Readfield and Wayne agree as follows:

1. Appointment of CEO. Readfield and Wayne shall, through their respective Town Manager, each appoint the CEO as Code Enforcement Officer, but subject to the provisions in Paragraph 3 below the CEO shall at all times remain solely an employee of Readfield for the purposes of administering pay, benefits and workers’ compensation coverage.
2. Scope of Services. The CEO shall perform all duties and responsibilities imposed by law on the CEO. Duties of the CEO for each Town are more clearly defined in the respective job descriptions, attached as Exhibits B and C.
3. Schedule and Place of Work. The CEO will maintain a schedule and physical presence of a minimum of 16 hours per week in each town, with the days and hours of said work, including attendance at Planning Board, Board of Appeals or Select Board meetings, to be coordinated between the Town Managers of the respective towns.
4. Employer. The CEO shall remain an employee of Readfield during the term of this Agreement for all purposes including without limitation, pay, benefits and workers’ compensation coverage.
5. Agent. While performing duties for one of the towns, the CEO shall be an agent of that town for the purposes of statutory authorization pertaining to the duties and responsibilities of the CEO and for any other clerical or administrative functions and duties assigned by that town. Duties performed for Readfield shall be entirely independent from duties performed for Wayne.
6. Other responsibilities. Each town shall be solely responsible for providing office space, furniture, equipment and supplies for the CEO to use while performing duties on behalf of that town. Each town shall be solely responsible for the cost and provision of legal counsel related to the duties and responsibilities assigned to the CEO by that town.

7. Supervision and discipline. The Town Managers of Readfield and Wayne shall agree upon a schedule and process for supervision, evaluation and reviews of the CEO. Each Town Manager shall be responsible for oversight of the CEO while he is performing duties on behalf of that town. The Readfield Town Manager shall be responsible for applying the Readfield Personnel Policy to any performance issue arising out of the CEO's work for either Readfield or Wayne, provided that any adverse employment action taken in relation to duties performed for Wayne shall be made based upon consultation with Wayne's Town Manager.

8. Cost. Readfield will invoice Wayne, on an approximately monthly basis, the portion of the total annual compensation and benefits paid by Readfield to the CEO as detailed in Exhibit A. Compensation shall include a portion of wages and certain wage-dependent benefits in relation to the number of hours worked for Wayne, as well as the noted share of other employee benefits and other direct and indirect personnel costs attributable to the CEO paid by Readfield. Wayne shall also reimburse Readfield, within 30 days of receipt of an invoice, for the costs of any investigation or legal work needed to review any personnel matter arising out of work performed by the CEO on behalf of Wayne. The costs set forth in Exhibit A may be modified from time to time by mutual agreement of the parties' Town Managers, subject to the approval of each Town's Board of Selectmen.

8. Indemnification. Should a claim be brought against Readfield arising out of, or within the scope of, the services performed by the CEO on behalf of Wayne, Wayne shall defend, indemnify and hold harmless Readfield and its officials, agents and employees in their public and individual capacities from and against all such claims, damages, losses and expenses, including attorney fees. Should a claim be brought against Wayne arising out of, or within the scope of, the services performed by the CEO on behalf of Readfield, Readfield shall defend, indemnify and hold harmless Wayne and its officials, agents and employees in their public and individual capacities from and against all such claims, damages, losses and expenses, including attorney fees. This section shall not be interpreted to waive the monetary limits and substantive areas of immunity under the Maine Tort Claims Act.

9. Term. This Agreement is effective retroactive to May 27, 2020 and shall remain in effect indefinitely unless terminated in accordance with Section 10 of this Agreement. The Parties agree that any amendment to this Agreement may be upon mutual written and affirmative action of the governing bodies of both municipalities.

10. Termination of Agreement. Either party may terminate this Agreement for any reason by giving ninety (90) days advance notice in writing to the Town Manager.

11. Default. In the event a party defaults under this Agreement, the other party shall have those remedies available to it at law and in equity; provided it shall first give the defaulting party written notice and a reasonable time to cure.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and replaces any prior agreement between the parties for CEO services. If any clause, section or

provision is held to be invalid or unenforceable, that shall not affect the entire agreement and the parties agree to meet and negotiate a new clause, section, provision or agreement.

In Witness Whereof, the duly authorized Select Boards of the Town of Readfield, and of the Town of Wayne do hereby set their hands and seals as approved on this _____ day of _____, 2020.

Town of Readfield, Maine, by:

Town of Wayne, Maine, by:

EXHIBIT A

This exhibit details the compensation and apportionment of compensation for the CEO / LPI positions. Unless otherwise specified apportionment and billing shall be monthly for the prior period.

Sign-on: \$3,000 one-time payment apportioned equally between the Towns in June, 2020.

Wages: Year 1 \$27/hr. through June 30, 2021
Year 2 \$28/hr. through June 30, 2022
Year 3+ Estimated 2% increases

Apportioned to each Town based on hours worked and paid during the period (typically two pay cycles).

Benefits:

- Health Insurance (MMEHT)
Health: \$1,118.55/ mo.
Dental: \$43.36/ mo.
Vision: \$5.58/ mo.
Total \$1,167/mo

Apportioned equally between the Towns based on the monthly billing by MMEHT.

- Retirement
Employer match of up to 5% of gross wages, apportioned to each town based on hours worked.
- Medicare/FICA
Prevailing rate, currently 7.61% of gross wages, apportioned to each town based on hours worked.

Mileage: Prevailing IRS rate, currently \$0.58/mi., paid as reported, and apportioned to each Town based on actual miles traveled.

To: Selectboard
 Budget Committee
 From: Aaron Chrostowsky, Town Manager
 Re: Budget Development/ Town Meeting Timeline - Updated
 Date: 04/27/2020

<u>Date</u>	<u>Board/ Committee</u>	<u>Time</u>	<u>Activity</u>
Mon. April 6, 2020		12:00 PM	Nomination Papers Available (100 days before ATM)
Tues. May 5, 2020	Selectboard	6:30 PM	
Tues. May 12, 2020	Budget	6:00 PM	
Fri. May 15, 2020		4:30 PM	Nomination Papers Due & Referendum Questions Due (60 days before ATM)
Tues. May 19, 2020	Selectboard	6:30 PM	
Wed. May 20, 2020	RSU		Budget Approval
Tues. May 26, 2020	Budget	6:00 PM	
Tues. June 2, 2020	Selectboard	6:30 PM	
Tues. June 9, 2020	Budget	6:00 PM	Final Budget Meeting/ Post Warrant
Mon. June 15, 2020		12:00 PM	Absentee Ballots Available (30 days before ATM)
Tues. June 16, 2020	Selectboard	6:30 PM	
Tues. June 23, 2020	Budget	6:00 PM	
Wed. May 20, 2020	RSU Board ¹	6:30 PM	Regular Meeting "Budget Approval"
Wed. June 17, 2020	RSU Board ⁴	7:00 PM	Annual School Meeting "Budget Meeting"
Tues. June 30, 2020	Selectboard ³	6:00 PM	Public Hearing - Remotely
Tues. July 14, 2020	Selectboard ³	8AM – 8PM	Annual Town Meeting "Election of Officers"
	Selectboard ³	6:00 PM	Annual Town Meeting "Budget Meeting"
	RSU Board ³	8AM – 8PM	Budget Validation Referendum

Wed. July 15, 2020 ----- Selectboard³ ----- 6:00 PM ----- Annual Town Meeting "Budget Meeting"

Notes:

1. Maranacook High School Student Center; 2. Wayne Town Office; 3. Wayne Elementary School Gym; 4. Maranacook High School Gymnasium;