

**Town of North Yarmouth
Select Board Meeting Agenda
Tuesday, June 19, 2018
6:00PM Workshop w/Yarmouth Water District
7:00PM - Town Office Meeting Room**

I. Call to Order

II. Special Presentation - School Grant Awards

III. Minutes of Previous Meeting(s)

- June 5, 2018

IV. Public Comment - Non-Agenda Items

Comments regarding issues, concerns, commendations or matters of general public information are welcome. Individuals shall have three (3) minutes to speak and be asked to state their name & legal residence. The public is encouraged when commenting or expressing points of view about an individual(s) that they do so in a respectful and constructive manner. Topics relating to personnel or personnel matters cannot be acknowledged.

V. Management Reports & Communications

- Town Manager's Report

VI. Old Business

- Living Well in North Yarmouth - Letter of Support - 2nd Review
- Keep NY Warm Policy 2nd Review
- Wescustogo Hall & Community Center Project

VII. New Business

- Town Manager's Contract Renewal

VIII. Accounts Payable - Review & Approval

- Accounts Payable

IX. Any Other Business

(Board communications of written, electronic, or verbal information to include but not limited to pending or future agenda meeting topics.)

X. Adjournment

REMINDERS TO THE ATTENDING PUBLIC: Please mute all digital devices; Select Board meetings are open to the public, but the public may not speak unless recognized by the Chairperson first.

The information contained in this report is intended to inform the Select Board, staff, and residents, some of the current activities taking place within the manager's office or the Town in general. All topics are open for discussion.

Wescustogo Hall Project - Congratulations to the Select Board, the Wescustogo Building & Design Committee, town staff, and especially the residents of North Yarmouth on Tuesday's passing the new Wescustogo Hall & North Yarmouth Community Center. A new, exciting pathway lies ahead.

Election 2018 - Kudos goes out to Assistant Town Manager / Town Clerk Debbie Grover and her election team consisting of staff and many town volunteers. Primary elections have a tendency to be complicated and busy however with this year's new voting machines compounded with Rank Choice Voting made for an intense, hectic, and long day. Running out of ballots, the ballot machine breaking down, and voter confusion over the new process did not allow for final counts to be completed and packed up until close to 11pm. But even with all of this a job well done!

Recycling Efforts - Recently there have been notifications received from ecomaine regarding the need to tighten recycling efforts due to China's recent decision to no longer accept recycling materials from the U.S. Along with several municipalities, including North Yarmouth, have received recycling notifications of indicating violations with disposal materials being contaminated, which means residents are mixing recyclable materials with garbage. Over the next couple of months, I will be working with ecomaine to design a new way to educate the community on improving recycling practices.

Performance Evaluations - Department Heads and I are currently in the process of conducting annual Performance Evaluations of town staff which will conclude at the end of this month.

Planning Board - Tom Hinman has dedication a considerable amount volunteer time to the Town serving as a member of the Planning Board for three terms however his term ends on June 30th and he will not be pursuing another term due to personal obligations. I want to sincerely thank Tom for his service to the Town it has been a pleasure working with him.

Parks & Recreation - I attended this month's meeting to discuss a few items with the committee. Following up on the Board's inquiry on picnic tables, two tables were crafted by a local vendor and are unique in that they are wheelchair friendly. The two tables are located in both the Old Town House Park and Wescustogo Park. During our discussion, the committee agreed to order another table for Baston Park. Also discussed was the final language for the new park signs that will be placed in all of the Town's parks which will encompass the revised language in the Parks & Recreations Regulations & Rules Ordinance as well as consolidating the many individual (one rule) signs in the parks. The trail easement is almost ready for delivery and review by the landowner, and the goal is to have the easement voted on by the townspeople at the proposed fall Special Town Meeting.

Gateway Signs - The PWD has taken down the warped post and sign on Route 9 (coming from Cumberland) and will be replacing it with a new post soon. We will be looking at the costs of different posts, i.e., hard plastic, metal, stone for future replacement of the wood post. The cost to do it this year is not in the FY19 budget and after price and product analysis we may submit pricing for the FY20 budget.

Financial - As June 30th approaches I will be concentrating on the close of the FY18 year and the set-up of the new FY19 year. The auditors were in on June 7th and began their work on the closing year. I also will be spending time on the reserve projects for FY19 and formulating a spending/bid plan. One of these entails more short/long-term work on the Master Municipal Facilities Plan. I would like at this time to ask the Board's approval to engage with both the Departments Heads and the Budget Committee to continue work on this plan. I would also like to approach the new Select Board to see if anyone might be interested in participating in some or all of the meetings.

Upcoming - At the beginning of the new fiscal year the Select Board will be dealing with the following routine matters: Organization of the Board, Town Official Appointments, Committee Appointments, Committee Charges, Keeping It Simple, and Fee Schedule Review.

Respectfully,

Rosemary

Rosemary E. Roy, Town Manager



TOWN OF NORTH YARMOUTH

The Town Where Others Began.

June 19, 2018

AARP - Living Well in North Yarmouth

The North Yarmouth Select Board is pleased to express its support of the Living Well in North Yarmouth committee, and its age-friendly community plan setting goals and accomplishments for North Yarmouth's age-friendly community.

North Yarmouth has a long history of residents coming together to build our community. In the years to come, they will find ways to keep our older residents actively engaged in the community, participating in the recreational and social opportunities that they enjoy; and thriving in the home of their choice. The Select Board looks forward to continuing to work with the Living Well in North Yarmouth committee, other organizations, and with town residents to make North Yarmouth one of the age friendliest towns in Maine!

The Select Board and the Living Well committee recognize the invaluable contribution that our older residents make to the community. We believe a forward-thinking approach to enhance opportunities and address the changing needs of residents is fundamental to the success of the program. Promoting good health and well-being, offering possibilities for residents of all ages to maintain social connectivity, local recreational events, and remain active in community life.

We are confident that the Living Well in North Yarmouth committee will continue to enhance and inspire the well-being of North Yarmouth's residents of all ages and provide guidance for effective planning, partnership development, and community participation.

Respectfully,

The North Yarmouth Select Board

Jennifer Speirs, Chairperson

Jeanne Chadbourne, Vice Chair

Anne Graham

Steve Morrison

Town of North Yarmouth
DISCRETIONARY HEATING FUEL FUND USE
~~aka Keeping North Yarmouth Warm Heating Fuel Fund~~

SECTION 1. PURPOSE & SCOPE

This policy will provide guidance to the Town Manager and/or ~~Assistant~~ Town ~~Manager~~ ~~Clerk~~ in granting assistance from the Keep North Yarmouth Warm Heating Fuel Fund. The Town Meeting may appropriate an amount from ~~Fund Equity~~ ~~the Undesignated Fund Balance~~ to be placed into ~~a~~ ~~this~~ fund. Donations ~~may are~~ also ~~be~~ accepted. These funds are for discretionary use by the Town Manager and/or ~~Town Clerk~~ ~~Assistant Town Manager~~ to insure that the citizens of the Town of North Yarmouth have a reasonable expectation of keeping warm during the heating season. ~~Assistance from the Keep North Yarmouth Warm Fund is not guaranteed and can only be offered if money is available in the fund.~~

SECTION 2. DEFINITIONS

A. Units of Heating Fuel - Amount of Assistance:

A unit of heating fuel for the purpose of this policy shall be:

1. ~~100-200~~ gallons of #2 or K-1 heating fuel
2. 1.5 cord of seasoned wood
3. ~~100-200~~ gallons of liquefied petroleum (LP) gas
4. An equivalent amount (~~200 gals.~~) of coal or pellet fuel
5. \$300 toward a CMP bill for electric heat

An ~~individual or~~ family may be eligible for ~~a the grant assistance or loan~~ of one (1) unit of heating fuel ~~once only~~ during the months of ~~December~~ ~~October~~ (1st) through ~~April~~ ~~March 31st~~ (1st). A second unit of heating fuel may be granted ~~if circumstances are determined to be in an extreme critical and life threatening in nature. emergency.~~ Both the Town ~~Clerk~~ ~~Manager~~ and ~~Assistant~~ Town Manager shall find that an emergency need exists to grant a second unit of heating fuel. ~~The municipal General Assistance Ordinance and Appendices, along with other state and local agency programs shall be used as a guideline in granting assistance. Assistance from the Keep North Yarmouth Warm Fund is not guaranteed and can only be offered if money is available in the fund.~~

B. ~~Eligible Families~~ Eligibility:

In order to be eligible for assistance ~~for one (1) unit of heating fuel,~~ an individual or family ~~sharing a dwelling unit~~ must be ~~ineligible for able to provide proof of hardship~~ ~~Municipal General Assistance.~~ Priority will be given to ~~these~~ applicants in the following order:

1. Retired families with fixed income (e.g. Social security, pension, annuity, retirement fund)
2. Families with one or more wage earners at 150% or below the poverty level for Cumberland County as established by DHHS.
- ~~3. Families that have applied for LIHEAP and have been found eligible under prevailing guidelines and regulations.~~
- 4.3. Families with seasonal workers who have recently been laid off and expect to be laid off for 120 days or more.
- ~~5.4. Families in need at the discretion of the Town Clerk and/or Town Manager.~~

C. Referrals

The Town ~~Clerk~~ ~~Manager~~ and/or ~~Assistant~~ Town Manager shall respond to requests from applicants and referrals from members of the community who have knowledge of an individual or family in

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need. The referral will not be pursued if, ~~after initial contact as a result of a referral from someone outside the family,~~ the **individual or** family who has been ~~denoted referred~~ does not wish to tender an application.

SECTION 3. APPLICATION ~~PROCESS~~

1. The Town ~~Clerk-Manager~~ and/or **Assistant** Town Manager ~~may shall~~ receive applications.
- ~~4. Unless an emergent need is evident, applications will be reviewed within the first three (3) business days of receipt. The applicant(s) will be contacted and scheduled for a conference.~~
- ~~2. Applicants who may qualify for General Assistance will be urged to complete a Municipal General Assistance application. Other applicants~~ **Applicants** will complete an ~~alternate~~ application for use in **determining** ~~awarding~~ assistance **eligibility** from the ~~Keep North Yarmouth Warm F~~und.
- ~~2.3.~~ Decisions made in accordance with this policy will be made in writing to applicants in a timely fashion.
- ~~3. Only those applicants ineligible for Municipal General Assistance may qualify for assistance from the Keep North Yarmouth Warm Heating Fuel Fund.~~
- ~~4. The standard for prudent use of income in the Town of North Yarmouth General Assistance Ordinance shall apply.~~
- ~~5. Assistance will be for one equivalent heating unit as defined above.~~
- ~~6.4.~~ Deliveries of assistance will be to a physical address in the Town of North Yarmouth only.

Adopted: December 2, 2008
AMENDED: November 2013
AMENDED: June 2018

Select Board

Jennifer Speirs, Chair

Jeanne Chadbourne, Vice Chair

Anne Graham

Stephen Morrison

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SECTION 2. DEFINITIONS

A. Units of Heating Fuel - Amount of Assistance

A unit of heating fuel for the purpose of this policy shall be:

1. 200 gallons of #2 or K-1 heating fuel
2. 1.5 cord of seasoned wood
3. 200 gallons of liquefied petroleum (LP) gas
4. An equivalent amount (200 gals.) of coal or pellet fuel
5. \$300 toward a CMP bill for electric heat

An individual or family may be eligible for the assistance of one (1) unit of heating fuel during the months of October 1st through March 31st. A second unit of heating fuel may be granted if circumstances are determined to be critical and life threatening in nature. . Both the Town Manager and Assistant Town Manager shall find that an emergency need exists to grant a second unit of heating fuel. The municipal General Assistance Ordinance and Appendices, along with other state and local agency programs shall be used as a guideline in granting assistance.

B. Eligibility

In order to be eligible for assistance an individual or family must be able to provide proof of hardship. Priority will be given to applicants in the following order:

1. Retired families with fixed income (e.g. Social security, pension, annuity, retirement fund).
2. Families with one or more wage earners at 150% or below the poverty level for Cumberland County as established by DHHS.
3. Families with seasonal workers who have recently been laid off and expect to be laid off for 120 days or more.

C. Referrals

The Town Manager and/or Assistant Town Manager shall respond to requests from applicants and referrals from members of the community who have knowledge of an individual or family in need. The referral will not be pursued if the individual or family who has been denoted does not wish to tender an application.

Town of North Yarmouth
DISCRETIONARY HEATING FUEL FUND USE
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SECTION 3. APPLICATION

1. The Town Manager and/or Assistant Town Manager shall receive applications. Unless an emergent need is evident, applications will be reviewed within the first three (3) business days of receipt. The applicant(s) will be contacted and scheduled for a conference.
2. Applicants will complete an application for use in determining assistance eligibility from the fund.
3. Decisions made in accordance with this policy will be made in writing to applicants in a timely fashion.
4. Deliveries of assistance will be to a physical address in the town of North Yarmouth only.

Adopted: December 2, 2008
AMENDED: November 2013
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Wescustogo Hall & NY Community Center

June 19, 2018

Next Steps

1. Time Line

2. Barrett Made

- Commence Construction Pricing
- Bid Solicitation from Subcontractors/Vendors
- Solar Panels
- Assemble bids and review with Select Board
- Biweekly meetings with the Select Board to review updates and continued pricing efforts

3. Financing

- MMA Insurance
- Bond Financing
- Bond Anticipated Note (BAN)

4. NYMS

- Closing/Notifications
- Cleaning Out/Storage
- Heating/Utilities/Alarms - Construction
- Water Line
- Recycling Building Material
- Murals

5. Wescustogo Building & Design Committee

- Committee Charge
- Fundraising

6. Other

- MMA - Construction Insurance

Note: I am meeting with Matt Ahlberg and Rob Barrett on Monday, June 18th, and will also be talking with MMA, and other individuals/agencies related to the project and anticipate having additional details to add to Tuesday's discussion. ~~??~~

Town of North Yarmouth, Maine
Town Manager Employment Agreement

This Employment Agreement ("Agreement") made and entered into this the 19th day of June 2018 with an effective date commencing July 1, 2018 with the Town of North Yarmouth, Maine (hereinafter "TOWN") and ROSEMARY E. ROY (hereinafter "TOWN MANAGER") (collectively, "the Parties"), pursuant to these terms and conditions:

WHEREAS, this Agreement is a singular Agreement between the TOWN MANAGER and the TOWN, and is not part of a general "plan or "program" for employees as a group. The TOWN MANAGER hereby agrees that this Agreement is an ad hoc individual contract with the TOWN MANAGER.

WHEREAS, the TOWN wishes to continue the employment services of ROSEMARY E. ROY as the TOWN MANAGER consistent with the provisions of the Town Charter as revised and effective July 1, 2013;

WHEREAS, the Parties hereto desire to (1) secure and retain the services of the TOWN MANAGER and to provide inducement for her to remain in such employment, and (2) define the compensation, duties and benefits of the TOWN MANAGER's employment, and (3) to provide a just means for terminating the TOWN MANAGER's contract of employment at such time as she may be unable to discharge her duties due to disability, resignation or termination by the TOWN;

WHEREAS, employee wishes to accept employment as TOWN MANAGER of said TOWN under the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the TOWN and the TOWN MANAGER agree to the following:

1. **DUTIES:** The Town of North Yarmouth hereby agrees to employ ROSEMARY E. ROY as TOWN MANAGER to perform the functions and duties so specified for Town Manager by the Town Charter, State Statutes, and any applicable job description, and consistent with municipal ordinances and policies, as may be amended from time to time, and to perform such other proper duties as assigned by the Select Board.
2. **COMPENSATION:** The TOWN agrees to pay TOWN MANAGER an annual salary of \$74,468.16 to be earned and payable in installments in accordance with the Town's usual payroll practices and procedures.
3. **TERMS OF EMPLOYMENT:**
 - a. The term of this contract shall be from July 1, 2018, until June 30, 2019 ("Expiration Date").
 - b. TOWN MANAGER shall be subject to an annual performance review on or prior to the anniversary of hire (June 27, 2014).
 - c. This agreement may be extended by a negotiated successor agreement, or it may be terminated by either party on or before June 30, 2018, as detailed in Section 10.
4. **RETIREMENT PLAN:** Participation in the Social Security System is mandatory, with both the TOWN and the TOWN MANAGER making the statutorily required contributions. In addition, the TOWN

MANAGER may elect to participate in the ICMA-RC plan in place for full-time Town employees.

- a. The Town of North Yarmouth will contribute 5% of the Town Manager's annual salary to the Plan. It is not mandatory that the Employee contribute, but participation by the Employee is available.

5. HEALTH AND DENTAL INSURANCE COVERAGE:

- a. The TOWN MANAGER continues to be eligible for the enrollment in the TOWN provided health and dental insurance plans as may be offered to other employees as amended from time to time. TOWN MANAGER will make contributions as described in the Town's Personnel Policy as may be amended from time to time.
- b. The TOWN shall provide TOWN MANAGER with life insurance equal to the amount of one times the TOWN MANAGER's annual salary, through the Maine Municipal Employees Health Trust (MMEHT) insurance program.

6. INDEMNIFICATION: The TOWN shall defend, hold harmless and indemnify TOWN MANAGER 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 TOWN MANAGER's duties for the TOWN. The TOWN will defend compromise or settle as appropriate any such claim or suit and pay the amount of any settlement or judgment, and the TOWN MANAGER agrees to cooperate and assist the TOWN in any such matter. This section does not apply to any claims resulting from TOWN MANAGER's willful misconduct, known illegal acts, violation of TOWN policies or ordinances, or for claims arising outside of TOWN MANAGER duties as Town Manager.

7. VACATION AND SICK LEAVE:

- a. TOWN MANAGER shall be granted two (2) weeks of paid vacation time annually. The TOWN MANAGER shall provide at least thirty (30) days prior notice of planned vacation time to the Chairperson of the Select Board.
- b. TOWN MANAGER shall earn and accumulate sick leave at the rate prescribed by the applicable personnel policy for salaried employees as may be amended from time to time.

8. HOURS OF WORK: The parties acknowledge that the TOWN MANAGER position is an exempt, salaried position that requires the TOWN MANAGER to work hours in addition to the normal office hours of the municipal office in the performance of her duties. As such, the TOWN MANAGER is not eligible for compensatory time or overtime. The TOWN agrees that consistent with the varying time requirements of the position; the TOWN MANAGER may be permitted to occasionally be absent during normal office hours as long as she ensures that the office is sufficiently staffed during any such period.

9. BUSINESS EXPENSES: The TOWN shall reimburse TOWN MANAGER for all approved and documented TOWN business-related expenses (conference, training, education, mileage, etc.) to include a thirty-five dollar (\$35.00) monthly stipend as reimbursement for personal cell phone usage for Town business, subject to the annual budget as duly authorized.

10. TERMINATION:

- a. IF FOR CAUSE: At any time during the term of this Agreement, the TOWN may, upon a finding of cause, terminate the TOWN MANAGER's employment following written notice and a hearing before

the Select Board. In the event the TOWN MANAGER's employment with the TOWN is terminated for cause, the TOWN's only obligation to the TOWN MANAGER is to pay all compensation and unpaid earned and accrued benefits as of the date of termination.

- b. IF BY RESIGNATION: In the event the TOWN MANAGER resigns her position with the TOWN before the expiration of the aforesaid term of employment, the TOWN MANAGER shall give the TOWN a minimum of thirty (30) day notice in advance, said notice to be given to the Chairperson of the Select Board.
- c. IF FOR DISABILITY: Should the TOWN MANAGER be permanently disabled or otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of three (3) successive months beyond any accrued leave the TOWN shall have the right to terminate this Agreement; however, the TOWN MANAGER shall be paid for all compensation and benefits accrued but unpaid as of the date of termination.
- d. IF FOR CONVENIENCE (Termination without Cause): Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Select Board to terminate the employment of the TOWN MANAGER upon payment of a severance benefit equivalent to ninety (90) calendar days of pay. The TOWN will pay all compensation and benefits accrued but unpaid as of the date of termination. The TOWN MANAGER hereby acknowledges that this arrangement is fair and reasonable. Prior to such payment, and in consideration of this severance amount, TOWN MANAGER agrees to execute a general release and waiver of claims against the TOWN and agrees to do so in consideration of said severance payment.
- e. BY EXPIRATION OF TERM: In the event the term of this Agreement expires without any successor agreement in place, TOWN MANAGER's employment with the TOWN will be considered terminated as of the Expiration Date, and the TOWN's obligation to the TOWN MANAGER thereafter is payment of a severance benefit equivalent to ninety (90) calendar days of pay, and the TOWN will pay all compensation and accrued benefits earned as of the date of termination. Nothing in this Agreement is intended to prevent the TOWN and the TOWN MANAGER from mutually entering into an interim employment arrangement beyond the Expiration Date while a successor agreement is being negotiated.

11. GENERAL PROVISIONS:

- a. This Agreement shall become effective as of the date of commencement as contained herein.
- b. If any provision, or portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.
- c. No term or provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party making the waiver.
- d. This Agreement may only be amended, modified or extended by a writing duly executed by both Parties.
- e. The subject headings of the Sections of this Agreement are included for the purpose of convenience only and shall in no way affect the meaning, construction or interpretation of any provision of this Agreement.

- f. In the case of any ambiguity between this Agreement and the personnel policies of the Town, this Agreement will control.
- g. This Agreement and the interpretation thereof shall be governed by the laws and in the courts of the State of Maine.
- h. Notwithstanding Section 11(g) above, the Parties agree to first submit any dispute over the terms and interpretation of this Agreement to mediation prior to bringing any action in court, and agree to share the costs of any such mediation, except that each party shall be solely responsible for their own attorney's fees and costs.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have, in good faith, executed this Agreement the day and year written above.

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| Rosemary E. Roy, Town Manager | Date |

Select Board

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| Jennifer Speirs | Date |

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| Jeanne Chadbourne, Vice Chairperson | Date |

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| Anne Graham, Selectperson | Date |

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| Steve Morrison, Selectperson | Date |