

Agenda
Board of Selectmen's Meeting
Town of Damariscotta, Maine
March 4, 2020, 5:30 PM
Damariscotta Town Hall

Pledge of Allegiance

I. Call to Order

II. Minutes

1. February 5 Meeting

III. Financial Reports

1. Payroll Warrant #
2. Accounts Payable Warrant #

IV. Presentations

1. Annual Financial Audit – RHR Smith

V. Citizen Comments and General Correspondence

VI. Town Manager Items

1. Update- Draft Historic Preservation Ordinance
2. Pumpkinfest Request

VII. Official Action Items

- 1 Police Chief Employment Agreement
- 2 Change in Construction Management Services Firm for Bristol Road Sidewalk and Drainage Project
- 3 Bicentennial Celebration Event
4. Budget Committee Vacancies

VIII. Selectmen's Discussion Items

IX. Executive Session RE: Personnel Matter re: Town Manager Employment Agreement Review per 1 M.R.S.A. § 405 (6) (A)

X. Adjournment

**TOWN MANAGER'S NOTES
BOARD OF SELECTMEN'S MEETING
March 4, 2020**

Official Action Items

- 1. Police Chief Employment Agreement** - A draft of the proposed contract was sent to the Board on February 7 for your review and comment. The Board did not take formal action on the agreement at your February 19 meeting. Selectwoman Mayer has since made some changes that have been included in the document attached to these notes.

Authorize the Town Manager to execute the attached three-year agreement with Jason Warlick for his services as Damariscotta's Police Chief.

- 2. Change in Construction Management Services Firm for Bristol Road Sidewalk and Drainage Project**- - As part of the Bristol Road Local Project Administration Agreement with the Maine Department of Transportation (MDOT), the Town must select a construction management firm from MDOT's list of approved construction residents. In April, 2019, the Board approved a contract with Hoyle Tanner out of Yarmouth to provide these services. The contact at Hoyle Tanner has been Brian Mousseau.

I was informed earlier this week that Mr. Mousseau has left Hoyle Tanner and now is working for the Portland firm GPI. GPI is also on the Federally approved list of construction management services firms. Given Mr. Mousseau's familiarity with the Damariscotta project and the lack of other company staff to take on the project, Hoyle Tanner is recommending that the Town now contract with GPI so that Mr. Mousseau can continue to serve as the construction manager on this project. I reviewed this recommendation with the Maine Department of Transportation and they do not have any concerns about making this change. Prior to Wednesday's meeting, I will confirm with GPI that the contract provisions that we currently have with Hoyle Tanner will be retained in the new contract with GPI.

Recommended Action: Authorize the Town Manager to execute an agreement with GPI Engineering for construction management services for the Bristol Road Sidewalk and Drainage Project.

- 3. Bicentennial Celebration Event** – Last year, the Board discussed sponsoring an activity for the 200th State Anniversary Celebration. As noted in a request for a straw poll that I previously sent to the Selectmen, Historical Society President Tim Clark contacted me to ask if the Town would be willing to sponsor the Society's "Bicentennial Birthday Party". The event will be held at The Inn Along the Way, on March 7th from 10 AM -2 PM. It will be an open house with birthday cake and munchies. Dick Mayer will be speaking about various historical events in the State in

several brief presentations as people would come and go. The requested \$300 sponsorship would be used for the cost of the venue and the food and refreshments. The Society would have a number of displays the shipbuilding and other aspects of Town history.

The Historical Society has funds but would like to continue to use these toward the historical document digitization program. It would be a relatively small amount for the Town and it gives us an opportunity to be part of the Bicentennial celebration.

Recommended Action: Approve a \$300 expenditure from the Town's Budget contingency account to sponsor the March 7 Bicentennial celebration event.

4. **Budget Committee Vacancies-** The Budget Committee currently has two regular member vacancies (for terms ending in 2020 and 2021) and one alternate member vacancy. Bruce Rockwood currently serves as an alternate member. Attached are the volunteer cards from two citizens who have asked to serve on the Committee. Given that we are so close to Town Meeting, my recommendation is to appoint Bruce Rockwood to the regular position with the term ending in 2021 and appoint the two other individuals to the alternate positions that have terms ending in June. I will need to confirm with Bruce that he is willing to serve in a regular member position.

**TOWN OF DAMARISCOTTA
EMPLOYMENT CONTRACT FOR
CHIEF OF POLICE**

This Employment Contract between THE INHABITANTS OF THE TOWN OF DAMARISCOTTA, a Maine municipal corporation, with its principal office in Damariscotta, Maine, through its Board of Selectmen, (hereinafter "the Town" or "Employer"), and Jason Warlick, (hereinafter referred to "Employee"), constitutes the terms and conditions of the Employee's appointment to the position of the Town's Chief of Police.

This contract provides for terms of service, compensation, benefits, termination, etc. of the employee and clarifies the duties and responsibilities of the Police Chief as required by Article 4 Section 4.03(B) 2 of the Town Charter in effect on July 19th, 2017.

RECITALS

WHEREAS, the Town has extended an offer of employment to Jason Warlick subject to the terms and conditions set forth in this Contract; and

WHEREAS, Jason Warlick accepts employment on the terms and conditions set forth in this Contract;

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth in this Contract, the parties agree to the following:

SECTION 1 - RESIDENCY

The Employee will be required to live either within Damariscotta (preferred) or within 25 miles of the Town.

SECTION 2 - CONTRACT TERM

The initial appointment shall be for a three-year term according to Section 4.03(B) of the Town's Charter and the Employee shall be classified as a Group 1 Employee as defined by the Town of Damariscotta Personnel Policy.

This Contract will go into effect July 1st, 2020, through June 30th, 2023. This Employment Contract will terminate on June 30th, 2023, unless terminated sooner as specified under Section 10 herein. The parties hereby mutually agree and acknowledge that Employee has no reasonable expectation of any renewal of this Contract for a further term or period beyond July 31, 2023, unless the parties negotiate and both execute a written extension. Terms of this contract will be subject to any Charter change.

SECTION 3 -POLICE CHIEF DUTIES/RESPONSIBILITIES

The Employee shall devote his full-time employment duties and attention to the performance of those duties assigned to the position of Police Chief by the laws of the State of Maine, a job description and as directed by the Employer. The Employee understands that he will work on a Full-Time basis, on a permanent day shift, as an Administrative Police Chief. The Employee's work schedule will be mutually agreed upon between the Employee and Employer. The parties will mutually determine how much time is necessary to allow sufficient police protection for the citizens of the Town. Employer recognizes that, as "exempt" and salaried employee, Employee is expected to work as long as it takes to get his work done.

The Employee will be responsible for the Town's Police Department, and shall have the responsibility for the enforcement of

state and local laws within the community in cooperation with County, State and Federal areas of jurisdiction. The Employee shall follow the guidelines of the job description for Police Chief, and faithfully carry out and comply with any Departmental standard operating procedures.

A. Recruitment of Police Department Personnel:

The Employee will be responsible for the recruitment of police department personnel in conjunction with any hiring policy approved by the Employer. All hiring will be subject to final approval by the Town Manager.

B. Police Department Policies:

The Employee shall maintain a Police Department Policy Manual, which shall clarify all department policies and procedures, such as personnel, operating procedures, administrative policies, clerical procedures, etc. if a suitable policy currently exists, the employee will be required to ensure that the policy remains current with all state, federal, and municipal laws. Updating the Police Department Policy Manual is the responsibility of the Employee.

C. Annual Budget:

The Employee shall submit a Police Department budget request to the Town Manager on a schedule determined by the Town Manager.

D. Annual Report:

The Employee shall submit an annual Police Department report to the Town Manager for inclusion in the Annual Town Report on a schedule determined by the Town Manager.

SECTION 4 - COMPENSATION

The Town agrees to pay a gross salary at the rate of \$65,000 per year in such installments in accordance with the Town's usual payroll practices. The Employee will be entitled to all pay adjustments provided generally to all salaried Town employees, provided however that his salary cannot be reduced below the base amount stated above. The Employee will receive a salary increase every 12 months of 2.0 percent until the expiration of the contract, beginning July 1, 2021 This increase will come after a satisfactory review of Performance by the Town Manager. Performance will be reviewed on an annual basis prior to the adoption of the annual operating budget.

ADDITIONAL COMPENSATION

- A. The Town will cap the Employee's contribution to family health insurance at \$80.00 per pay period for the duration of his employment as the police chief. The only exception would be if the town lowers the Employee contributions below the above amount, in that case the Employee's contribution would be the lesser of the two. The Employee will receive the same HRA {Health Reimbursement Account} benefits as afforded to all other police staff.
- B. The Town will allow the Employee to be included on the YMCA gym membership without charge as long as the benefit is provided to the Town Police staff.
- C. The Employee is eligible to receive special detail pay for all services they provide to the detail. This includes but is not limited to Miles Hospital, Speed, OUI, and Seatbelt grants, Pumpkinfest, wedding venues, art show details and many others. The Employee shall only be paid at the special detail rate if the detail should fall on a weekend, holiday, or after their regular scheduled shift has ended for that day. For the purpose of this section "Special Details" mean any event that a private citizen, business owner, or outside entity requests the use of the Damariscotta Police Department for traffic control or general safety while within Town lines. The event must be outside of the Employee's normal business hours and must be offered to all union staff before the Employee may accept the detail.
- E. The employee shall accrue earned time at a rate of 8 hours per pay period

SECTION 5 – EXPENSES

Employer recognizes that Employee will incur various expenses from time to time for Employer's benefit and in furtherance of Employer's business, and Employer agrees to reimburse Employee for expenses as follows:

- A. Automobile expense reimbursement at a rate, per mile, as determined by the Employer to be consistent with current economic rates, for personal vehicle use when attending training, court appearances or traveling for supplies, and other official travel, except no reimbursement shall be made for travel commuting to and from work in Damariscotta. To the extent possible, Employee shall use Police Department vehicle for business travel.
- B. Professional license fees, dues, memberships and meetings or conventions and professional and official travel and subsistence expenses which will enhance Employee's professional development, but only to the extent as expressly approved by the Town Manager in advance in each instance.
- C. Employee agrees to submit to Employer the documentation as may be necessary to substantiate the foregoing expenses no later than thirty (30) days after such expense is incurred. Any anticipated expense of over \$100.00 for which reimbursement may be requested must be submitted for pre-approval of the Town Manager.

SECTION 6 - PROFESSIONAL DEVELOPMENT

The Town agrees to provide Employee with reasonable training and professional development opportunities. Employee shall make every effort to schedule such training and professional development activities so as not to interfere with Employee's primary duties with the Town and under the Charter. The Employee shall consult with the Town Manager and provide written information in support of any such activities prior to scheduling any such event.

SECTION 7 - EMPLOYEE BENEFITS

The Employee will be entitled to the same benefits afforded to all other Town of Damariscotta employees under the Town Personnel Handbook, unless this Contract provides for a different benefit. In the event of any conflict between this contract and the Town Personnel Handbook, the Contract will control.

SECTION 8 - EMPLOYEE CONDUCT

Employee, at all times during this Agreement shall:

- A. Observe, and conform to all the laws of the State of Maine, the State and Federal Constitution, his job description, the Town Charter, the Town Personnel Policy (where applicable), and all Departmental policies
- B. Comply with all Employer's reasonable directions and orders.
- C. Not disclose, except to Employer, information with respect to Employer, its administration, finances, or any official or agency of the Town which is deemed confidential in nature by statute, and in compliance with the Town Confidentiality policy.

SECTION 9 - TERMINATION OF CONTRACT

Unless otherwise agreed to in writing by Employer and Employee, this Contract shall terminate on the occurrence of any of the following events:

- A. At any time by mutual agreement in writing by Employer and Employee;
- B. At the death of the Employee;
- C. At the option of Employee after not less than 30 days written notice to the Employer of the effective date of termination, except and unless both parties shall agree that such "thirty-day notice" can result in earlier separation and waive such requirement;
- D. Pursuant to Section 2, Paragraph 1, herein, if, in the sole discretion of the Town Manager the Employee is unable to perform adequately his obligations under this Contract or his job assignment.
- E. For "just cause" upon notice and hearing, pursuant to applicable law and Town Personnel Policy. Just cause may include, but is not limited to, any of willful, gross, and/or demonstrable dereliction of duty, a violation of State or federal law, or a violation of the Town Charter, the Town Personnel Policy (where applicable), and all Departmental policies.
- F. Written notices under this Contract shall be provided to Employee either in hand, by registered mail or certified mail. If Employee becomes permanently disabled and/or unable to perform the essential functions of his job for a period of more than ten (10) consecutive weeks (or any other period that may be mutually agreed upon by the parties, dependent on the circumstances.)
- G. Termination of Employment either due to a workforce reduction or elimination of the Department.
- H. June 30, 2023.

SECTION 10- EMPLOYEE SUSPENSION

The Town Manager may suspend the Employee with full pay and benefits, at any time during the term of this Contract for just cause.

SECTION 11- SEVERANCE PAY

In the event Employer terminates this Contract pursuant to Section 9 (G), above, Employer shall pay to Employee as a lump sum severance payment an amount equal to four months' gross salary, subject to conventional withholding and taxes. Employee acknowledges that he is not entitled to any other severance pay, and affirmatively states by executing this Contract that he shall, under no circumstances, demand any additional amount of severance pay.

SECTION 12- AMENDMENTS; COMPLETE AGREEMENT AND UNDERSTANDING

No modification, amendment, addition to, deletion from, nor waiver of any of its provisions, shall be valid or enforceable unless in writing and signed by both parties. The parties mutually agree that this Contract constitutes a complete understanding between the parties concerning the terms of their agreement, and that it supersedes all prior oral and/or written promises and agreements between the parties.

SECTION 14- CONTRACT RESOLUTIONS

The parties agree to resolve any dispute over the terms of and obligations under the Contract pursuant to the Town's Personnel Policy procedures.

IN WITNESS WHEREOF, the Employee and Employer, by and through its duly elected Selectmen, have executed this Agreement at Damariscotta, Maine this _____ day of _____, 2020.

Matthew J. Lutkus
Town Manager

Jason A. Warlick

Attachment: Police Chief Job Description

Town of Damariscotta Committee Interest

John Stone Last Name:	Maxwell First Name:
Street Address: 523 main street (PO Box 172) mail to:	
Email Address: conexas@gmail.com	
Phone: Home: _____	Office: _____
Fax #: _____	Cell: 207-798-2466
Place of Employment: MCEP	
Profession/Title: Planning Consultant	
Relevant Experience, Education: Bachelors for Public Affairs/ Policy Management	
Relevant Degrees, Professional Certificates: Carleton University (2013-2017)	

Town Committees (Please indicate your interest)

<input type="checkbox"/> Board of Selectman - 3 year - elected
<input type="checkbox"/> Planning Board - 3 years - appointed
<input type="checkbox"/> Board of Appeals - 3 years - appointed
<input type="checkbox"/> Financial Advisory - 3 years - appointed
<input type="checkbox"/> Harbor - 3 years - appointed
<input type="checkbox"/> Shellfish - 3 years - appointed
<input checked="" type="checkbox"/> Budget - 3 years - elected
<input type="checkbox"/> Cemetery - 3 years - elected
<input type="checkbox"/> School Board - 3 years - elected
<input type="checkbox"/> GSB Sanitary District - 3 years - elected
Other Volunteer Opportunities:
<input type="checkbox"/> Waterfront Improvement
<input type="checkbox"/> Earth Fest
<input type="checkbox"/> Biscay Beach Management
<input type="checkbox"/> Community Bulletin Board
<input type="checkbox"/> Cemetery Adoption
<input type="checkbox"/> Ordinance Review
<input type="checkbox"/> Other:

Please go to www.townofdamariscotta.com for more information

Town of Damariscotta Committee Interest

Last Name: HARRINGTON	First Name: LUCY
Street Address: 54 WATER ST	
Email Address: lucy.04553@gmail.com	
Phone: Home: _____	Office: _____
Fax #: _____	Cell: 3503072
Place of Employment: Self + Women of Substanc	
Profession/Title: artist	
Relevant Experience, Education: college	
Relevant Degrees, Professional Certificates: BFA	

Town Committees (Please indicate your interest)

<input type="checkbox"/> Board of Selectman - 3 year - elected
<input checked="" type="checkbox"/> Planning Board - 3 years - appointed
<input checked="" type="checkbox"/> Board of Appeals - 3 years - appointed
<input type="checkbox"/> Financial Advisory - 3 years - appointed
<input type="checkbox"/> Harbor - 3 years - appointed
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