

North Berwick Board of Selectmen's Minutes: May 7, 2013

**NORTH BERWICK BOARD OF SELECTMEN MINUTES MAY 7,
2013**

Present: Chairman Galemmo, Selectman Folsom, Selectman Drew, Selectman Danforth, Selectman Cowan

Also Present: Dayna Mayrose, Amanda Spoffots, Marissa Cipullo, Jeannie Provencher and Dwayne Morin

Chairman Galemmo opened the Board of Selectmen's Meeting at 6:32 pm.

1. Pledge of Allegiance

2. Review and Approve Minutes of April 16, 2013

Dwayne Morin suggested using a smaller font for the minutes. He also found an error under Other Business where it the word paver was used, it should be pavement company. Selectman Danforth motioned to approve the minutes of April 16, 2013 as amended. Selectman Folsom seconded the motion.

VOTE: 5-0-0

3. Public Input

No public input at this time.

Chairman suggested that they move on to Parks and Rec under New Business because Dayna Mayrose was here to be interviewed.

5. New Business:

A. Parks and Rec: Heather Eastman & Dayna Mayrose Application for Membership. Dwayne introduced Dayna Mayrose to the Board. She is applying for a Board position on the Parks and Recreation Commission. He stated that she attended a Board meeting the night before to see what it was like. Selectman Cowan asked her how long she had lived in North Berwick and Dayna Mayrose stated she had been here for about 15 years. Selectman Drew commended her for stepping up and volunteering. Dayna said that now that her children were older, she was looking forward to doing more in the community.

Selectman Folsom motioned to accept Dayna Mayrose's application for the Parks and Rec. Selectman Drew seconded the motion. VOTE: 5-0-0

The second applicant, Heather Eastman had not arrived yet. Chairman Galemme stated that they would go on with other items on the Agenda and get back to this New Business item when she showed up.

4. Unfinished Business:

A. FY14: Town Meeting Minutes

Dwayne Morin just stated that the Town Meeting minutes were included in the packet that he distributed.

B. SAD 60: Budget Meeting and Vote

Dwayne just wanted to remind the Board that the open meeting will be on May 9th. This is the only time that the budget can be amended before the vote. The voting will be next Tuesday, May 14th. He also stated that Marianne was out for the next 6 weeks so the office is short staffed on Tuesday and next Thursday because Chris and Katie need to be at the polls.

C. State Budget: Town Resolution

Dwayne stated that the Resolution the Board passed and sent on to the State has been read by both the House of Representatives and the Senate. They sent confirmation just to let the Board know that the Resolutions had been received.

Reminders: Next Board of Selectmen's Meeting – May 21, 2013 at 6:30 pm
Municipal Building

5. New Business:

B. Pratt and Whitney: Resolution for F35 Program

Dwayne Morin stated that one of the things that has been going on at the Federal level is the uncertainty with some of the programs, particularly the F35 Fighter Program. He stated that there are several groups that are in support of saving this program and are in favor of sending a resolution to Senator Collins and Senator King. He stated that the town has been working with Eaton Peabody, who has been hired to perform the lobbying for the F35 Fighter Program. They would like the Town to consider passing a Resolution to support the F35 Joint Strike Fighter Program. Dwayne read the Resolution into the minutes. It reads as follows:

Resolve, Memorializing the Congress of the United States to Support Full Funding for the F-35 Joint Strike Fighter

**Town of North Berwick
County of York, Maine**

Whereas, the F-35 program creates advanced-technology jobs that build a highly-skilled workforce essential to our national security and economic prosperity here in North Berwick and surrounding communities; and

Whereas, the members of our armed services need the latest technology supporting them as they protect our nation and ensure peace around the world, and

Whereas, threats to peace and our national interests are continuing to emerge; and

Whereas, the F-35 is the most advanced fighter aircraft ever built and is needed to replace the aging fleet of military aircraft that have been in use for thirty years; and

Whereas, the F-35 will not only provide needed support for our nation's military, it will strengthen international alliances and ensure the success of our peacekeeping missions; and

Whereas, there is currently discussion in Congress about continuing full funding and production of the F-35 Joint Strike Fighter; and

Whereas, the United States has been investing in the production of the F-35 for more than a decade and will lose the benefits of this investment if full funding and planned production are not continued; and

Whereas, the F-35 program is generating 845 direct and indirect jobs and \$69.5 million in economic activity in Maine; and

Whereas, the Town of North Berwick has a proud history of supporting our nation's military; and

Whereas, the Town of North Berwick will continue its partnership role as part of the supplier base for the F-35; and

Whereas, Pratt & Whitney has 1,500 employees, of which 100 reside in North Berwick and the remainder throughout the region;

Resolved, by the North Berwick, Maine Board of Selectmen, that we memorialize the United States Congress to recognize the importance of the F-35 Joint Strike Fighter to Maine, the United States and our allies around the world by supporting full funding and full production for the F-35 program.

Resolved, the copies of this resolution be transmitted to the President of the United States Senate, the Speaker of the United States House of Representatives, Senators Susan Collins and Angus King, and Representatives Chellie Pingree and Michael Michaud.

Read and Adopted by a Vote of the North Berwick Board of Selectman in meeting assembled, this 7th day of May, 2013.

Selectman Drew motioned to accepted the Resolution. Selectman Cowan seconded the motion. VOTE: 5-0-0

C. Rescue: Draft Agreement and Lease Between Town and Rescue

Dwayne stated that the North Berwick Rescue Squad had separated from the Town of North Berwick and became their own separate entity as of January 1, 2013. He stated that the Town wanted to have an agreement with the Rescue Squad to provide ambulance service. Dwayne stated that he had been working with Mike and Dan to provide an agreement. He stated that it is a 2-part agreement. The first part is for the ambulance service agreement and the second part is for the lease of the building because the Town owns the building and most of the equipment. He stated that they researched how many and which Maine towns had agreements and most of them are all verbal agreements. The agreement that we are using is based on agreements from several towns in various states such as Pennsylvania and New Jersey. Dwayne reviewed some of the items listed in the agreement, which can be found on page 23-29 of his handouts.

He stated that they structured the agreement based on BLS (Basic Life Support Ambulance Service). Even though we are licensed as ALS, which is Advanced Life Support service, we are not always ALS. We are only ALS when paramedics are on our ambulances and we only have 3 paramedics that rotate through the system. The second whereas states that Rescue will utilize their funds to basically reduce the cost of ambulance service to the Town of North Berwick.

Next is the term of the agreement. Term agreements are yearly agreements annually renewed. This is so we can include our budget information into the agreement. All of the modifications need to be made in agreement of all of the parties. The Town knows that North Berwick Rescue charges fees for their ambulance service so that will be made part of this agreement. North Berwick Rescue will provide Basic Life Support Ambulance Service for the town and they will meet all the requirements that the State of Maine has and any requirements that our regional medical organization has. North Berwick Rescue agrees to maintain all vehicles and equipment owned by the town in good working order and they need to notify the Town when any vehicle or equipment needs to be repaired or replaced. Any replacements of equipment or vehicles have to be part of the budgetary process.

Another requirement is to meet the obligation for mutual aid through Sanford Regional Communications. They will maintain agreements with Sanford Fire Department, Wells EMS, South Berwick Rescue and Lebanon Rescue to provide mutual aid for both BLS and ALS.

North Berwick Rescue will seek revenue recovery from persons utilizing the ambulance service. They will consider the recommendations of Town when establishing and updating the schedule of fees or charges.

North Berwick Rescue Squad shall adhere to all rules and regulations promulgated by the Town for ambulance services.

North Berwick Rescue will provide the Town with the accounting and reporting of calls, revenues, and other matters as set forth in this Agreement.

North Berwick Rescue will submit to the Town Manager for distribution to the Town Board of Selectmen and the North Berwick Rescue Board of Trustees a proposed budget for the ensuing year.

For the Town's obligations, the town will provide North Berwick Rescue with an annual budget of \$105,455.00 , which is what was passed at the town meeting.

The Town will enact any lawful resolutions as necessary to effect the intended purposes of this agreement.

The Town will provide emergency call answering and ambulance dispatching through the Sanford Regional Dispatch Center or alternative dispatch providers. The cost of this service is in addition to the annual budget established for North Berwick Rescue.

The Town agrees to allow North Berwick Rescue to utilize all vehicles and equipment owned by the Town to use for their services. Replacement of vehicles and equipment will be accomplished through the Town budgetary process.

The Town has agreed to provide all financial services to the North Berwick Rescue to include the payment of all bills and processing of payroll approved by the Chief or approved representative of North Berwick Rescue. It will be tracked through the Town's financial reporting software. On a weekly basis, we will provide them with payroll services and submit payments to the Federal and State government for all payroll taxes associated with the payroll. On a monthly basis, the Town will make payment of all invoices approved for payment by the Rescue Squad. On a quarterly basis, the Town will provide them with financial reports to track the expenditures and we will invoice them for all costs that exceed the approved Town budget. The Town will also provide quarterly reporting to the Federal and State Government for all payroll related reporting.

North Berwick Rescue has also established a Board of Trustees and the Town shall appoint a member of the Board of Selectmen to serve as liaison between the North Berwick Rescue and the Town as well as appoint a community member to serve on the Board of Trustees.

The Town understands that the North Berwick Rescue will be seeking revenue recovery for the costs that they incur. We also realize that they will be utilizing third party contractors and that any costs associated with third party contractors will be the responsibility of the Rescue not the Town.

There is an indemnity clause that states that North Berwick Rescue will indemnify the Town and hold us harmless for anything that arises out of their production services under this contract.

They will also provide liability insurance including EMS provider's coverage with limits of liability of no less than \$1 million dollars primary coverage per occurrence and \$3 million dollars aggregate. They will also carry Hired and Non-Owned Auto liability coverage on all the vehicles the town owns with minimum limits of \$1 million dollars primary coverage and \$3 million dollars aggregate. They will provide all endorsements and evidence of this coverage to the Town.

They are also required to procure and maintain Workers Compensation and Unemployment Compensation required by the State of Maine and provide the Town with proof of the coverage.

They will also procure and maintain Public Officials and Employment practices liability coverage with limits of no less than \$1 million dollars primary coverage per occurrence and \$1 million dollars aggregate.

It was agreed upon by both North Berwick Rescue and the Town that all revenue collected by Rescue will be deposited in a federally insured bank account.

On a weekly basis, North Berwick Rescue will submit payroll on official time sheets and approved by the Chief or appointed representative of North Berwick Rescue. On a monthly basis, they will do the same with their bills. On a quarterly basis, North Berwick

Rescue will reimburse the Town for costs invoiced for the previous quarter. Payment shall be made within 30 days of invoicing. Any disagreement with invoicing shall be reviewed by the Chief and the Town Manager. If the disagreement cannot be solved, the Board of Selectmen and North Berwick Rescue Board of Trustees shall review the invoice. The North Berwick Board of Selectmen shall determine final decision on any invoicing.

No later than June 30th, North Berwick Rescue will provide the Town with an audit of their financial status and revenue recovery operations. They will also provide an annual summary of the number of calls and call type, revenues, expenses and other measurable deliverables as the Town may request. They will also provide the Town with a copy of the filed IRS Form 990D, which basically says that they are still a certified non-profit organization or a 501C3 organization. There is only one exclusion to any of the documentation that they will submit to the Town and that is that they cannot release any information that would be in violation of HIPPA laws.

Under severability, it states that if anything is determined to be void under law, it will not void the entire agreement but only the part of the agreement that needs to be null and void.

North Berwick Rescue is a vendor to the Town, as such, North Berwick Rescue is neither an agent nor a department of the Town. This is for insurance purposes as well as liability purposes.

North Berwick Rescue cannot assign this agreement. It is only between them and the Town.

The next part is regarding the lease of Rescue Squad building. Incorporated into this agreement is the lease between the Town and North Berwick Rescue for the lease of the North Berwick Rescue Building located at 338 Lebanon Road and made part of this agreement as Schedule B.

Selectman Danforth asked if the Town attorney had taken a look at this yet. Dwayne stated that he wanted to draft something up for the Board to review first and the Attorney had agreed with this.

Dwayne stated that we now had to review the lease. He said that we utilized the lease with SAD 60 that our attorneys had written as a model. He basically took that lease and made it applicable to the lease of the Rescue Squad Building.

Section one is basically the description of the premises, which is 338 Lebanon Road.

The Term of the lease would be 1 year. It would be renewable every year unless 6 months notice is given. They will be entitled to possession immediately upon the execution of the Lease. There will be no charge for the rent of the building outside of what is charged on a quarterly basis. Restrictions for the use of the building are that it is

solely for ambulance service and the administrative offices. They cannot abandon the premises. If they do, than any personal property belonging to them left on the premises will belong to the Town. If they want to put up any additional signage up, they need the approval of the Town.

They are responsible for all the maintenance, repair and capital expenditure costs for the Building, but the town shall share in these costs through the budgetary process.

The lease also states that they will provide General Liability Insurance, Casualty Insurance and Workers Compensation coverage as required by law.

They cannot do anything dangerous or unlawful at the building. Any alterations, modifications or repairs to the building, they will need to get approval from the Town. The Town also can inspect the Building at any time. If there is any destruction and it is at 50% or less, the repairs will be made within 45 days. If the destruction is more than 50%, the Town will make the decision as to whether to replace it or not.

A condemnation of the entire building or a condemnation of the portion of the Premises occupied by Lessee shall result in a termination of this Lease. If the contract goes beyond us agreeing to it, the lease goes on a month to month basis. Any remedies will be taken care of.

This Total Agreement is governed by and construed in accordance with the laws of the State of Maine.

Any notices to be given in respect to this Lease shall be sent to the addresses specified in the beginning of the lease.

Dwayne stated that this is only a draft and the Board does not have to make a motion to approve. Dwayne just wanted to run it by the Board and see if they had any suggestions or comments. The Board all agreed that it was a good idea and the agreement and lease looked good.

D. Blizzard 2013: FEMA Reimbursement for Snowplowing costs

Dwayne stated that when we had the Blizzard on February 8th and 9th, FEMA is allowing the towns to get reimbursed for costs that were incurred during a 48 hour time period. We need to pick a 48 hour time period within that week of the Blizzard for plowing costs. In our case, we basically plowed for 32 hours for that blizzard. Our labor costs were about \$6,000, which includes benefit costs. We spent about \$18,000 equipment time and about \$9,300 in materials. Totally, we spent \$33,429.00 and we will get all but about \$3,300 back. This will mean \$30,000 going back into the budget for future use. Dwayne stated that the Federal government pays 75% and the State pays 15% of these costs.

E. Selectmen Schedule: Review Summer Schedule

Dwayne stated that normally when new Board members come on board, we usually review the calendar for at least the next 6 months. He stated that he would be on a lengthy vacation in August that will interfere with some meetings. He suggested that we keep the May and June schedule as is. He stated that since there are 5 Tuesdays in July that we seek to have 3 meetings because we will not have a meeting for 3 weeks in August. We could then go back to regular scheduled meetings from September going forward.

Selectmen Cowan motioned to adhere to the summer meetings as Dwayne has proposed. Selectman Danforth seconded the motion. VOTE: 5-0-0

F. Paving: Review Paving Plans for FY14

Dwayne stated that at the last meeting he had asked the Board about negotiating a contract with our current paving company to see if we can hold or lower our paving costs. After discussing this with F.R. Carroll, it became evident that we could not get a reduction in paving costs. He stated that in looking at COG bids, they are coming in at about \$70.00 per ton. He also took into consideration our different projects that are scheduled and how we like our paving projects to go forward. We like to have the shim and then wait a couple of weeks at least to put the final overlay on, which requires the crews to perform a lot of mobilization. They do not get paid while they are mobilizing. In negotiating with F.R. Carroll, they are willing to hold our price at \$65.00 per ton. Dwayne stated that we budgeted for \$70.00 per ton so it will actually be a savings of about \$16,000.00.

Selectman Drew motioned to accept the contract with F.R. Carroll for FY 2014. Selectman Cowan seconded the motion. VOTE: 5-0-0

G. ZBA: Reappointment of Craig Linscott and Glenn Gobeille

Dwayne stated that the terms for two members of the Zoning Board had expired in December 2012. Dwayne did contact Craig Linscott and he has agreed to stay on the Board. Dwayne stated that he had not yet made contact with Glenn Gobeille to see if he wanted to remain on the Board. Dwayne's recommendation to the Board is to keep both Craig Linscott and Glenn Gobeille on the Zoning Board. If Glenn decides that he does not want to remain on the Board, the Board of Selectman can always retract his selection. Selectmen Drew motioned to keep Craig Linscott and Glenn Gobeille on the Zoning Board. Selectman Danforth seconded the motion. VOTE: 5-0-0

H. Area Selectmen Meetings: Revival of the Area Selectmen's Meetings

Dwayne stated that the Board used to hold joint meetings between the towns of Berwick, North Berwick and Lebanon. They used to meet about 3 times a year. There were some issues that came up and the meetings suddenly stopped. The goal now is to try and revive these meetings and expanding these to include other local towns inside of the SAD 35 and SAD 60 school districts. The school systems have already combined some things between districts. Dwayne also stated that Kittery has expressed some interest in attending these meetings. The Board would be looking at how we can work together on certain projects. It's also great to get together and discuss mutual problems in each area. We do not commit to anything unless the Board wants to commit. They are talking about meeting about three times a year and doing sub-meetings should the need arise. For example, if a project arises that two of the towns want to get involved with but the rest are not interested, sub-committees could be set up to discuss the issues further with only the interested parties. Dwayne indicated that Wednesday evenings seemed to work best for most people to meet. The Board agreed that Wednesday would work for them.

6. Other Business:

Dwayne mentioned that he had a long meeting with the Sanitary District and he has asked them to come to a meeting in either June or July. He would like them to speak about the misnomer that we are running out of capacity. Dwayne stated that right now they have around 25 units that are available for sale and they are running at 49% capacity of the plant. They have taken on a proactive role. The release of effluent used to be done only in very large batches. They are now releasing effluent every day. Dwayne stated that when talking to Pete and Don, they have no concern with businesses coming into town. The sanitary district will not be adversely affected.

Selectman Drew wanted to follow up on the Fallen Soldiers Ceremony. He asked Chairman Galemme if he was still planning on speaking at the ceremony. Chairman Galemme stated that he would be there.

Selectman Drew stated that one of his neighbors had asked him a question about a neighboring home. The person stated that the house next door to him is now empty and there is a lot of trash around the house. This person would like to go over and clean it up but he is unsure if he can because it is now owned by the bank. Dwayne stated that he would have to go talk to the bank about it.

Selectman Cowan asked Dwayne if the town had a policy on fracking. He stated that we did not have one. Dwayne stated that he did not know of any fracking that was going on in the State of Maine. Selectman Drew inquired as to what the definition of fracking was. Dwayne stated that it has to do with shale rock and natural gases and oil deposits that are trapped in the shale rock. They use ceramic beads and high pressure water to release the gases.

Selectman Drew asked Dwayne if he had talked with Pratt. Dwayne stated that he has spoken with Pratt and also with the Community Foundation regarding the canoe launch. Pratt has accepted the packet and it is now in their review process.

7. Review and Approve Warrants and Correspondence:

Warrant: April 23, 2013	- \$ 33,186.29
Warrant: April 30, 2013	- \$ 24,171.87
Warrant: May 7, 2013	- \$ 14,622.15

Selectman Danforth motioned to approve the Warrant of April 23, 2013 for \$33,186.29, the Warrant of April 30, 2013 for \$24,171.87 and the Warrant of May 7, 2013 for \$14,622.15. Selectman Folsom seconded the motion. VOTE: 5-0-0

8. Adjournment:

Selectman Folsom motioned to adjourn at 8:30 pm. Selectman Danforth seconded the motion. VOTE: 5-0-0

Respectively submitted:
Susan Niehoff, Stenographer

Original to Town Clerk

Chairman: Charles Galemmo

Selectman: Paul Danforth

Selectman: Elaine Folsom

Selectman: Gregg Drew

Selectman: Wendy Cowan