



**SPECIAL MEETING
OF THE OGUNQUIT SELECT BOARD**

**6:00PM
MONDAY, AUGUST 7, 2017
DUNAWAY COMMUNITY CENTER**

AGENDA

- 1.0 CALL TO ORDER - 6:00PM**
- 2.0 NEW BUSINESS**
 - 2.1 Contract for New Town Manager - Patricia Finnigan**
- 3.0 ADJOURNMENT**
- 4.0 WORKSHOP - BOARD PROCEDURES**



New Business

TOWN OF OGUNQUIT EMPLOYMENT AGREEMENT

WHEREAS, the Town of Ogunquit, a municipal corporation duly organized and existing under the laws of the State of Maine, (hereinafter Town), by and through its Select Board (hereinafter Select Board), desires to retain the services of Patricia A. Finnigan, (hereinafter Manager) to serve as Town Manager, and

WHEREAS, Patricia A. Finnigan desires to accept employment as Town Manager, and the undersigned desire to reduce the terms of employment to writing;

NOW, THEREFORE, in consideration of the mutual covenants herein, the undersigned agree as follows:

1. **Obligation** - The Manager shall perform the functions and duties as set forth in applicable state statutes, including but not limited to 30-A MRS §2636 and the Town of Ogunquit Charter, Article IV Section 405 and the Town Code of Ordinances as the same currently exist or may be amended and such other legally permissible and proper duties and functions as the laws may impose or the Select Board may assign. The Manager agrees to well and faithfully serve the Town in said capacity and to devote her time, attention and energies to the performance of her duties hereunder to the best of her ability. The Manager must be bondable by a recognized carrier throughout the term of her employment hereunder.

2. **Term** - The Town agrees to employ the Manager for a three (3) year term commencing on August 14, 2017 and shall continue until August 13, 2020, unless earlier terminated pursuant to the terms of this Agreement or unless a different specific term is provided for by a subsequent amendment to this Agreement. The Select Board shall advise the Manager of their intent to negotiate a new Agreement at least six (6) months in advance of the termination of this Agreement.

3. **Performance Evaluation** - The Select Board shall provide the Manager with periodic opportunities to discuss Select Board-Manager relations and the performance of the Manager. As a minimum, the Select Board shall conduct an employment evaluation prior to the first 6-month anniversary and a formal written evaluation at the first-year anniversary and every twelve (12) months, thereafter.

4. **Salary** - The Town agrees to pay the Manager for services provided pursuant to this Agreement a gross salary of One Hundred Ten Thousand Dollars (\$110,000) per year commencing on August 14, 2017. The salary shall be adjusted on the first-year anniversary and subsequent anniversaries, subject to a positive performance evaluation by the Select Board. The salary hereunder is payable at the same time and in the same manner as other employees of the Town. The Select Board and the Manager agree that

a formal written evaluation of the Manager's performance as well as progress made on the list of goals and objectives, will serve as the primary determining factor in subsequent compensation increases after the first year of the contract.

5. Termination and Severance Pay -

A. If the Select Board terminate the agreement without cause, the Town shall provide a minimum severance package of three (3) months' salary during the first year of the Agreement and six (6) months' salary thereafter, at the Manager's then current rate of pay, in a lump sum payment. Any other accrued benefits will be paid up to the date of termination.

B. The Manager may be removed or suspended from office for cause pursuant to the provisions of Section 407 of the Town Charter, or such authority as may be in effect at the time of suspension or removal. If the Manager is removed for cause due to a violation of law, she shall not be entitled to any severance pay or benefits, except for accumulated Paid Time Off.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Manager to resign at any time from her position with the Town. In the event of resignation, a 45-day written notice must be provided to the Town.

6. Retirement – The Town agrees to match the Manager's contribution up to 8% of the Manager's base salary into the International City Management Association Retirement Corporation, said amount on behalf of the Manager.

7. Health, Life and Disability Insurance – The Town will provide medical insurance coverage offered by the Town, currently through the Maine Municipal Employees Health Trust, for the Manager. The Town will pay 80% of the premium for the medical insurance policy offered by the Town. The Town will provide the Manager with disability insurance coverage and term life insurance coverage as provided to other management employees.

8. Annual Leave – The Manager shall begin employment with five (5) days Annual Vacation/Personal Leave and further, shall accrue thirty-five (35) days Annual Vacation/Personal Leave on a pro-rata basis and shall be subject to the accrual limits and buy-out provisions of the revised PTO policy established for non-union personnel. All voluntary Leave time shall be approved and authorized in advance by the Select Board, and due to the nature of the community, the Manager shall strive to avoid voluntary leave of more than 5 days at a time during the summer months (July to Labor Day). In the event of termination of employment, either voluntary or involuntary and with or without cause, the Manager shall receive a lump sum payment of the accumulated PTO days up to a maximum of 50 days at 100% and any unused PTO in excess of 50 days shall be paid out at 50%.

9. Cell Phone – The Town will provide the Manager with use of a cell phone in order to conduct business for the Town with all costs and related expenses to be paid directly by the Town.

10. **Computer/Laptop** – The Town shall provide the Manager with a laptop solely for the use of Town business. The laptop will remain the property of the Town and its use will be subject to compliance with any Town computer use policies.

11. **Automobile Allowance** – The Manager will be provided with an automobile allowance of \$300.00 per month in consideration of which she shall be responsible to provide her own transportation for all work-related automobile travel.

12. **Other Benefits** - The Manager shall also be eligible to receive any other benefits as the Town provides to its other employees.

13. **Public Official Liability Insurance** – The Town shall provide the Manager with Public Official Liability Insurance and any Bond required of the Town Manager, or any other position filled by the Town Manager subject to the provisions of State Statute, Town Charter and Town Ordinances.

14. **Professional Development and Dues**– Recognizing that professional development is essential to the quality of the management of the Town, maintaining high standards of organizational integrity, and achieving continuous improvement, the Town hereby agrees to pay the membership dues to the International City Manager’s Association (ICMA) and the Maine Town and City Manager’s Association (MTCMA). Funding to attend educational conferences and meetings presented by ICMA, MTCMA or other relevant professional organizations, that the Manager and the Select Board deem to be in the best interests of the Town, is subject to approval in the Annual Budget.

14. **Indemnification** - The Town agrees to defend, hold harmless and indemnify the Manager from any and all losses, including attorney’s fees and other expenses of defense in conjunction with any claim, demand, action, or suit, or judgement arising out of any act or omission of the Manager if at any time of the act or omission, the Manager was acting within the scope of her employment and without malice or bad faith and shall maintain her indemnification upon leaving employment or retirement.

15. **General Provisions** –

A. Except as expressly stated or otherwise provided for in this Agreement, the Manager is governed by the same customs, practices and policies governing other employees of the Town.

B. The parties acknowledge and agree that this Agreement was freely negotiated and entered into, and that in the event of a conflict between the provisions hereof and the provisions of any law or ordinance, the provisions of this Agreement prevail.

C. This Agreement may be amended or modified only in writing.

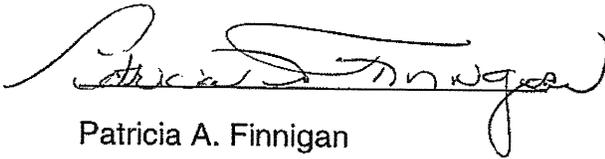
D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, the

remainder of this Agreement, or portion thereof, is not affected thereby, and remains in full force and effect.

E. The provisions of this Agreement are governed by Maine law.

IN WITNESS WHEREOF, THE Town of Ogunquit has caused this Agreement to be duly signed and executed by and through its Select Board and Patricia A. Finnigan has signed and executed this Agreement on the ___ day of August, 2017.

WITNESS:



Patricia A. Finnigan

TOWN OF OGUNQUIT

Charles Waite III, Chair

Robert Winn Jr., Vice Chair

John Daley

Rick Dolliver

Madeline Mooney



WORKSHOP

TOWN OF OGUNQUIT

07/31/2017 Draft

SELECT BOARD RULES

The Select Board shall transact all official business at a public meeting. The following items deal with the transaction of business at official meetings of the Select Board.

1. Right to Know

Except for Executive Sessions, the proceedings of all meetings of the Select Board are open to the public and broadcast on WOGT and streaming on the Town's web site

2. Rules of Order

Roberts Rules of Order shall govern the proceedings of all Select Board meetings.

3. Regular Meetings and Workshops

Regular meetings of the Select Board shall be held on the first (1st) and third (3rd) Tuesdays of the month at the Dunaway Community Center starting at 6:00pm.

Workshops of the Select Board may be scheduled at regular Select Board meetings or on other dates and times to accommodate the Select Board's schedule.

Select Board members will be furnished with the date, time and place for each meeting along with an agenda and meeting material which information will also be posted on the Town's website. This information will be provided by the Town Manager's Office no later than 4:00pm on the Friday before the Regular Meeting or Workshop.

4. Special and Emergency Meetings

Special and Emergency Meetings of the Board may be called by the Chairman, or in the absence of the Chairman, by the Vice Chairman, or by a majority of the Board. The Select Board will be furnished with the date, time and place and an agenda (if necessary) by the Town Manager's Office. Meeting notification requirements are pursuant to State Statute.

5. Requests for Agenda Items

All Select Board requests for regular meeting agenda items must be submitted to the Town Manager along with supporting background material, or a position paper the Wednesday prior to the scheduled meeting date. The Chairman of the Board shall review agenda requests with the Town Manager to assure proper background and staff support has been afforded the item requested. If, in the opinion of the Chairman additional information and/or study are required, the requested agenda item will be postponed until proper preparation has been made. The Chairman of the Board will subsequently notify the affected Select Board member.

If the Chair refuses to place an item on the agenda that has been properly prepared, the written request of one Board member is sufficient to place the item on the Agenda for the next regular meeting.

6. Order of Business

- Call to Order
- Pledge of Allegiance
- Minutes
- Manager's Report
- Appointments/Resignations/Proclamations/Resolutions
- Citizen Forums (Items not on the agenda)
- Public Hearings
- Presentations
- Unfinished Business
- New Business
- Miscellaneous Business
- Select Board Announcements
- Adjournment

7. Majority Vote

Three (3) affirmative votes are required for the transaction of business.

8. Select Board Action on Items

The following procedures are suggested:

1. Sponsor or Manager introduces and explains the item. Sponsor, Manager, staff, or others (as designated by sponsor or Manager) provide additional explanation or information. Any Select Board member may make a motion.
2. Select Board questions (no debate).
3. Public input.
4. Additional questions from Select Board (no debate).
5. Chair recites motion, if already made, or looks for motion (Note 1).
6. Select Board debate.
7. Amendments to motion (optional) and debate.
8. Vote on motion (amended, if applicable).

The passage, adoption or enactment of any item shall require three (3) votes on the prevailing side.

9. Public Forum period and guidelines:

- A. A Public Forum period for up to thirty (30) minutes shall be included at the beginning of every regularly scheduled Select Board meeting to allow citizens an opportunity to comment on non-agenda items or issues relevant to the performance of the duties of the Select Board.
- B. During the Public Forum period, speakers will not exceed a time limit of three (3) minutes.
- C. Citizens speaking during the Public Forum period must follow the same rules of decorum as described below.
- D. Citizens speaking during the Public Forum period may not make any comments that:
 - i. Disparage individual Select Board member, Town staff or other citizens;
 - ii. Address specific situations that are in litigation, including situations where the Town is a party to the litigation;
 - iii. Pertain to any personal disputes between themselves and other residents;
or
 - iv. Make any comments referencing support or opposition for any candidate for political office or political causes.

10. Decorum and Order

The Chair shall preserve decorum and decide all questions of order and procedure, subject to appeal to the Select Board

- A. During the Select Board meetings, Select Board members shall preserve Order and Decorum and shall neither by conversation or otherwise delay or interrupt the proceedings nor refuse to obey the order of the Chair or the Rules of the Select Board. Select Board members desiring to speak shall address the Chair, and upon recognition by the Chair, shall confine themselves to the question under debate and shall avoid all personalities and indecorous language. A Select Board member, once recognized, shall not be interrupted while speaking unless called to order by the Chair, unless a point of order is raised by another member or unless the speaker chooses to yield to questions from another member. If a Select Board member is called to order while speaking, the Select Board shall cease speaking immediately until the question of order is determined. If ruled to be in order, the Select Board member shall be permitted to proceed. If ruled to be not in order, the Select Board member shall remain silent or shall alter the remarks so as to comply with Rules of the Select Board. All members of the Select Board shall accord the utmost courtesy to each other, to Town employees and to public members appearing before the Select Board and shall refrain at all times from

rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities. The Select Board shall confine their questions as to the particular matters before the assembly and in debate shall confine their remarks to the issues before the Select Board. Members shall be removed from the meeting for failure to comply with decisions of the Chair or for continued violations of the rules of the Select Board. If the Chair fails to act, any member may move to require the Chair to enforce the rules and the affirmative vote of a majority of the Select Board shall require the Chair to act.

- B. Members of the administrative staff and employees of the Town shall observe the same rules of procedure and decorum applicable to members of the Select Board. While the Chair shall have the authority to preserve decorum in meetings as far as staff members and Town employees are concerned, the Town Manager shall also be responsible for the orderly conduct and decorum of all Town employees under the Town Manager's direction and control. The Town Manager shall take such disciplinary action as may be necessary to insure that such decorum is preserved at all times by Town employees in Select Board meetings. Staff members or the Town Manager desiring to address the Select Board or members of the public shall be recognized by the Chair, shall state their name for the record, and shall limit their remarks to the matter under discussion. All remarks and questions addressed to the Select Board shall be addressed to the Select Board as a whole and not to any individual member thereof. No staff member, other than the staff member having the floor, shall enter into any discussion either directly or indirectly without permission of the Chair.
- C. Public members attending Select Board meetings also shall observe the same rules of propriety, decorum and good conduct applicable to members of the Select Board. Any person making personal, impertinent, and slanderous remarks or who becomes boisterous while addressing the Select Board or while attending the Select Board meeting may be removed from the premises if a police officer is so directed by the Chair, and such person shall be barred from further audience before the Select Board for the duration of the meeting. Unauthorized remarks from the audience, stamping of feet, whistles, yells and similar demonstrations shall not be permitted by the Chair, who may direct a police officer to remove such offenders from the premises. Aggravated cases shall be prosecuted on appropriate complaint signed by the Chair. In case the Chair shall fail to act, any member of the Select Board may move to require the Chair to act to enforce the rules, and the affirmative vote of the majority of the Select Board shall require the Chair to act.
- D. Public members desiring to address the Select Board shall be recognized by the Chair, shall state their name and address in an audible tone for the record, and shall limit their remarks to the question under discussion. All remarks and questions addressed to the administration of the Town shall be addressed to the

Town Manager and not to any individual Town employee. No person shall enter into any discussion either directly or through a member of the Select Board without the permission of the Chair.

11. Anonymous Communications

Unsigned communications may not be introduced in Select Board meetings.

12. Suspension of Rules

Any provision of these rules not governed by the Charter or code may be temporarily suspended at any meeting of the Select Board by a vote of four (4) or more Select Board members. The vote on the suspension shall be taken by yeas and nays and entered upon the records.

13. To Amend Rules

These rules may be amended or new rules adopted by majority vote of the Select Board. An amendment must be submitted in writing at a preceding meeting and shall be placed on the Agenda under the order of new business.

14. Correspondence to the Select Board

See attached proposed policy.

15. Town Mailings to Residents

Any Town financed mailings to Ogunquit citizens shall be approved in advance by the Select Board.

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SELECT BOARD POLICY

ON CORRESPONDENCE ADDRESSED TO THE SELECT BOARD

PURPOSE: The Select Board receives correspondence from residents and business owners both on a wide variety of issues and in multiple formats. These formats may include regular mail, email and phone calls. The purpose of this policy is to establish a process by which written communications will be managed in order that the Select Board, staff and the initiators of such correspondence will have an understanding and an expectation of how the correspondence will be managed.

1. **GENERAL GUIDELINES:** Any correspondence (written or electronic) received at the Town Office addressed to any Select Board member in their official capacity will be copied and made available to the full Select Board. Correspondence that is received at the Town Office but is addressed in a personal manner to a Select Board member shall only be shared with the full Select Board at the discretion of the Select Board member receiving the correspondence. The correspondence will not be referenced by the individual Select Board member unless copies have been made available to the full Select Board.
2. **EMAIL CORRESPONDENCE RECEIVED:** The Select Board acknowledges that all emails received and sent that concern the government of the Town of Ogunquit are public documents regardless of the email account. (Personal accounts, accounts in the names of spouses etc. included). Email correspondence that is received at the generic email account in the Town Office will be responded to with a courteous reply by the Town Manager's Administrative staff. This response will be a limited acknowledgment that the email has been received and shared with the Select Board and senior staff. The response will not divulge the individual email addresses of the members of the Select Board. The response will include a disclaimer to the following effect: "Your message has been forwarded to the Select Board. Responses from individual Select Board members may or may not reflect any position of the full Select Board".
3. **EMAIL CORRESPONDENCE RESPONSES:** Upon receipt of an email, a determination will be made to classify the correspondence as either a political or Select Board level policy issue or an administrative issue. Administrative staff as determined by the Town Manager will respond to the administrative emails with copies provided to the full Select Board. All emails that are of a political or Select Board level policy nature will be forwarded to the full Select Board and the Manager will await instruction before any response is provided by staff. Select Board members that respond individually to emails from constituents received via the Town Office will forward the response to the administrative staff so that the correspondence can also be shared with the full Select Board and the Town Manager.